

CANCELLED BY AUTHORITY, RECORDED IN BOOK  
1081 PAGE 355  
THIS @ DAY OF Feb, 1999  
W.E. Davis  
L. G. Allison CHANCERY CLERK

Assignment of this instrument Recorded in  
Real Estate TID Book  
No. 191 Page 143  
This the 25 day of Sept. 1975  
H. J. Ferguson Clerk

PREPARED BY:  
SAM S. MARGOLIN, ATTY.  
4041 KNIGHT - ARNOLD ROAD  
MEMPHIS, TENN. 38118

VA Form 24-4821 (Home Loan)  
Revised December 1948. Use Op-  
tional Section 1210, Title 25,  
U.S.C. Acceptable to Federal  
National Mortgage Association.

MISSISSIPPI

# DEED OF TRUST

D-75200-SR

THIS DEED OF TRUST, made and entered into this 28th day of JULY, 1975,  
by and between

JAMES H. ESCUE AND WIFE, WANDA FAYE ESCUE

, 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:

10 ACRES, MORE OR LESS, IN THE SOUTHEAST QUARTER OF SECTION 18 AND IN THE NORTHEAST  
QUARTER SECTION 19, TOWNSHIP 3 SOUTH, RANGE 5 WEST, BEING MORE PARTICULARLY  
DESCRIBED AS FOLLOWS:

Beginning at the point of intersection of the north line of Cathy Road and  
the east line of Section 19, Township 3 South, Range 5 West; thence west-  
wardly 277.2 feet with the north line of Cathy Road to a point; thence north-  
wardly 1570.8 feet parallel with the east line of Sections 19 and 18, Township  
3 South, Range 5 West to a point 1102.2 feet northwardly from the south section  
line of Section 18; thence eastwardly 277.2 feet parallel with said south  
Section line to a point in the east Section line of said Section; thence south-  
wardly 1570.8 feet with the east Section line of Sections 18 and 19, Township  
3 South, Range 5 West to the point of beginning, AS PER SURVEY BY ACME ENGINEERING  
SERVICE DATED JULY 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 1958 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 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.

The Trustee shall have the right to take the proceeds of the  
sale of the mortgaged property under the provisions of the  
Servicer's deed of trust, as amended, within sixty  
days from the date of foreclosure or any time thereafter for such  
purpose, the mortgagee shall have the right to take the proceeds of such  
sale for the purpose of paying the debt and interest thereon and  
the Trustee's expenses and costs and to hold the balance of the  
proceeds of the sale of the mortgaged property for the benefit of the  
Holder of the indebtedness. The Trustee shall not be liable for  
recording 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;

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

IN TRUST, HOWEVER, to secure to the Beneficiary named above, the payment of a certain promissory note of even date herewith in the principal sum of TWENTY FIVE THOUSAND & NO/100\*\*\*\*\* Dollars (\$ 25,000.00-- ), with interest from date at the rate of EIGHT AND 1/4\*\*\*\*\* per centum ( 8-1/4-% ) per annum on the balance remaining from time to time unpaid; principal and interest being payable at the office of NATIONAL MORTGAGE COMPANY, 4041 KNIGHT ARNOLD ROAD in MEMPHIS, TENNESSEE , or at such other place as the holder may designate, in writing delivered or mailed to the Grantor, in monthly installments of ONE HUNDRED NINETY TWO & 25/100\*\* Dollars (\$ 192.25-- ), commencing on the first day of SEPTEMBER , 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 AUGUST , 2005 .

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

1. He will pay all and singular the principal and interest and other sums of money payable by virtue of the note secured hereby and of this lien, at the times and in the manner in said note and hereinafter provided. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one hundred dollars (\$100.00), whichever is less.

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

- (a) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable to renew the policies of fire and other hazard insurance on the premises covered by this Deed of Trust, plus taxes and assessments next due on these premises (all as estimated by the Beneficiary, and of which Grantor is notified) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by the Beneficiary in trust to pay said ground rents, premiums, taxes, and special assessments.
- (b) The aggregate of the amounts payable pursuant to subparagraph (a) and those payable on the note secured hereby, shall be paid in a single payment each month, to be applied to the following items in the order stated:
  - (i) ground rents, if any, taxes, special assessments, fire and other hazard insurance premiums;
  - (ii) interest on the note secured hereby; and
  - (iii) amortization of the principal of said note.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

*James H. Escue*  
JAMES H. ESCUE

*Wanda Faye Escue*  
WANDA FAYE ESCUE

STATE OF MISSISSIPPI, TENNESSEE }  
COUNTY OF SHELBY }

Personally appeared before me *M. Valjean*, the undersigned *Notary public* and  
in and for said County, the within named JAMES H. ESCUE  
WANDA FAYE ESCUE, his wife, who acknowledged that they signed and  
delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and seal this 28th day of JULY 1975

My Commission Expires June 11, 1975

*M. Valjean*  
Notary Public Seal

MISSISSIPPI  
Trust  
LUX  
NY  
COMPANY  
at: 6:30 P.  
of said County,  
ing conveyance  
office on the  
*Chesnut*  
day of 10  
of County

STATE OF MISSISSIPPI, DESOTO COUNTY  
I certify that the within instrument was filed for record at 1 o'clock  
30 minutes 0 M. 7 day of Aug. 1975, and that the same has been  
recorded in Book 189 Page 1 records of REAL ESTATE TRUST DEEDS  
of said County.  
Witness my hand and seal this the 8 day of Aug. 1975.  
Fees \$6.00 pd.  
SEAL *H. P. Ferguson* CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK

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JUL 24 DAY OF July 19 85  
H. G. Ferguson Ch.

CHANCERY CLERK

Assignment of this Instrument Recorded in  
Real Estate TID Book  
No. 241 Page 359  
This the 19 day of April 19 79  
H. G. Ferguson Ch.

Assignment of this Instrument Recorded in  
Real Estate TID Book  
No. 190 Page 20  
This the 2 day of Nov 19 75  
H. G. Ferguson Ch.

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STATE OF MISSISSIPPI  
FHA FORM NO. 3135M  
Revised February 1973

# DEED OF TRUST

PREPARED BY:  
SAM S. MARGOLIN, ATTY.  
4041 KNIGHT - ARNOLD ROAD  
MEMPHIS, TENN.

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

D-35019-SR  
THIS DEED OF TRUST, made and entered into this 3rd day of JULY, 1975  
by and between

BILLY JOE LAIRD AND WIFE, RUBY SUE LAIRD

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 1086, SECTION C, NORTH, DESOTO VILLAGE SUBDIVISION, as shown on plat of record in platbook 10, page 2, in Section 33, Township 1 South, Range 8 West, in the office of the Chancery Clerk of Desoto county, Mississippi, being more particularly described as follows:

Beginning at a chisel mark in the west line of Forest Gate Road 100 feet southwardly from the point of intersection of said west line and the south line of Briarwood Drive; thence southwardly 65 feet with the west line of Forest Gate Road to a chisel mark in the northeast corner of lot 1087; thence westwardly 130 feet with the north line of lot 1087 to a point in the east line of lot 1100; thence northwardly 35 feet with the east line of lot 1100 to a point; thence north-eastwardly 36.05 feet to a point, the southwest corner of lot 1085; thence eastwardly 110 feet with the south line of lot 1085 to the point of beginning, AS PER SURVEY BY ACME ENGINEERING SERVICE DATED MAY 26, 1975.

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

IN TRUST, HOWEVER, to secure to

and existing under the laws of NATIONAL MORTGAGE COMPANY, a corporation organized  
of a certain promissory note of even date herewith in the principal sum of TWENTY EIGHT THOUSAND  
FIVE HUNDRED AND NO/100----- Dollars (\$ 28,500.00---- ), with interest from date  
at the rate of SEVEN AND 3/4----- per centum ( 7-3/4--- %) per annum on the balance remaining from  
time to time unpaid; principal and interest being payable at the office of NATIONAL MORTGAGE COMPANY,

4041 KNIGHT ARNOLD ROAD, in MEMPHIS, TENNESSEE  
or at such other place as the holder may designate, in writing, in monthly installments of TWO HUNDRED FOUR  
& 35/100----- Dollars (\$ 204.35----- ), 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 (1/2) per centum of the average outstanding balance due on the note computed without taking into account delinquencies or prepayments;

CANCELLED BY AUTHORITY RECORDED IN BOOK  
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DAY OF  
CHANCERY CLERK

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

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

- (I) premium charges under the contract of insurance with the Secretary of Housing and Urban Development, or monthly charge (in lieu of mortgage insurance premium), as the case may be;
- (II) ground rents, if any, taxes, special assessments, fire and other hazard insurance premiums;
- (III) interest on the note secured hereby; and
- (IV) amortization of the principal of said note.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The holders of the indebtedness described herein shall have the option at any time to require 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 (1/12) of the annual flood insurance premium in the event the holder of the indebtedness requires flood insurance and same is available under the National Flood Insurance Act of 1968 or subsequent similar legislation; said sum to be held in escrow without liability on the part of the holder of the indebtedness for interest thereon and to be used in payment of said insurance when due and payable. If the amount so held shall at any time be insufficient to pay said insurance premium when due and payable, the Grantors shall promptly deposit the entire amount of said deficit.

*Billy Joe Laird*  
BILLY JOE LAIRD

*Ruby Sue Laird*  
RUBY SUE LAIRD

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

Personally appeared before me *M. Valjean*, the undersigned *Notary public* in and for the said County, the within named BILLY JOE LAIRD and RUBY SUE LAIRD, his wife, who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned.

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

My Commission Expires June 11, 1979

STATE OF MISSISSIPPI }  
COUNTY OF Desoto

I, *H. S. 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 7:30 o'clock P. M., on the 7 day of August, 1975, 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 1 o'clock 30 minutes P. M. 7 day of Aug. 1975, and that the same has been recorded in Book 189 Page 5 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 8 day of Aug. 1975.

Fees \$ 4.50 pd.

SEAL *H. S. Ferguson*, CLERK

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST

Class C

STATE OF MISSISSIPPI, }  
DeSoto County, } ss.

KNOW ALL MEN BY THESE PRESENTS: That The Hernando Bank  
of Hernando, Mississippi the beneficiary, does hereby certify that a certain trust deed  
bearing date the 9th day of May 19 75 made and executed by Eugene D. Sheley and  
wife Annie Mae Sheley of \_\_\_\_\_ to The Hernando Bank  
the above named beneficiary, and recorded in the office of the Chancery Clerk of DeSoto  
County, in the State of Mississippi in Real Estate Trust Deed Record No 185 on page 611  
of the Record of Trust Deeds, on the 19th 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. This the 8th day of Aug., 1975.

The Hernando Bank

[Signature]  
A. S. Ballard, Jr., President

STATE OF MISSISSIPPI, }  
DeSoto County, } ss.

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

Given under my hand and seal of office this 6th day of Aug. A. D. 19 75  
My Commission Expires:  
My Commission Expires Jan. 7, 1978  
Elois M. Barbee

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock  
30 minutes A M. 7 day of Aug. 1975, and that the same has been  
recorded in Book 189 Page 8 records of REAL ESTATE TRUST DEEDS  
of said County.

Witness my hand and seal this the 8 day of Aug. 1975.

Fees \$ 2.50 pd.

SEAL H. P. Ferguson CLERK



CANCELLED BY AU: 571 PA. PAGE 705  
12th D Feb. 1972

convention  
Assignment of this instrument Recorded in  
Real Estate Book  
No. 192 Page 566  
This is the 5 day of May 1975

Assignment of this instrument Recorded in  
Real Estate Book  
No. 190 Page 24  
This is the 2 day of April 1973

W. E. Davis  
CHANCERY CLERK  
by D. Taylor, S.C.

PREPARED BY:  
SAM S. MARGOLIN, ATTY.  
4041 KNIGHT - ARNOLD ROAD  
MEMPHIS, TENN. 38118

### DEED OF TRUST

D-70955-SR

THIS DEED OF TRUST is made this 25th day of JULY, 1975, among the Grantor,

LEWIS R. CUTSHALL & WIFE, BARBARA A. CUTSHALL (herein "Borrower"),  
DELTA TITLE COMPANY (herein "Trustee"),  
and the Beneficiary, NATIONAL MORTGAGE COMPANY, a corporation  
organised and existing under the laws of STATE OF TENNESSEE, whose address is  
4041 KNIGHT ARNOLD ROAD, MEMPHIS, TENN 38118 (herein "Lender").

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

LOT 9, SECTION A, HOLIDAY HILLS SUBDIVISION, AS SHOWN ON PLAT OF RECORD IN PLAT BOOK 7, page 6, in Section 34, Township 1, Range 6, 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 JULY 22, 1975.

The holder of the indebtedness described herein shall have the option at any time to require Grantor to pay to the holder of the indebtedness in addition to and concurrent to the monthly installment of principal and interest and expense for taxes and other charges, a sum equal to one-twelfth of the amount of any arrearage due on the indebtedness. The holder of the indebtedness may also require Grantor to pay to the holder of the indebtedness a sum equal to one-twelfth of the amount of any arrearage due on the indebtedness. If the payment of any such sum is insufficient to pay the arrearage due on the indebtedness, the Grantor shall promptly deposit the entire amount of said arrearage.

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

To SECURE to Lender (a) the repayment of the indebtedness evidenced by Borrower's note of even date herewith (herein "Note"), in the principal sum of TWENTY SEVEN THOUSAND AND NO/100 Dollars, with interest thereon, providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on 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 seized of the estate hereby conveyed and has the right to grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any easements and restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

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

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

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

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

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

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

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

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

**5. Hazard Insurance.** Borrower shall keep the improvements now existing or hereafter created 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

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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 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 15, 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.

*Lewis R. Cutshall*  
LEWIS R. CUTSHALL —Borrower

*Barbara A. Cutshall*  
BARBARA A. CUTSHALL —Borrower

283 STUART ROAD  
OLIVE BRANCH, MISSISSIPPI 38654  
Property Address

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

Personally appeared before me, the undersigned authority in and for said County and State, the within named LEWIS R. CUTSHALL & WIFE, BARBARA A. CUTSHALL 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 25th day of JULY, A.D. 1975

My Commission expires: *M. Halperin*  
Notary Public

My Commission Expires June 11, 1973

STATE OF MISSISSIPPI, DeSOTO COUNTY  
I certify that the within instrument was filed for record at 1 o'clock and 30 minutes P.M. 7



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 Aug. 1975, and that the same has been recorded in Book 189 Page 9 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 8 day of Aug. 1975.

Fees \$3.50 pd.

SEAL *H. P. Ferguson* CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK  
383 PAGE 96  
THIS 18 DAY OF NOV 19 86  
H. G. Jernson  
Chancery Clerk  
DS

### DEED OF TRUST

THIS DEED OF TRUST is made this 30th day of July, 19 75, among the Grantor, Clifford G. Mehler, Jr., and wife, Sandra M. Mehler (herein "Borrower"), Tom B. Scott, Jr. (herein "Trustee"), and the Beneficiary, Unifirst Federal Savings & Loan Association, a corporation organized and existing under the laws of the United States of America, whose address is P. O. Box 1818, Jackson, Mississippi 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 1130, Section "F", Greenbrook Subdivision in Section 19, Township 1 South, Range 7 West, as per plat thereof recorded in plat book 9, pages 46-49 in the office of the Chancery Clerk of DeSoto County, Mississippi.

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

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

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

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

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

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

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

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

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

**5. Hazard Insurance.** Borrower shall keep the improvements now existing or hereafter created 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.

Clifford G. Mehler, Jr.  
Clifford G. Mehler, Jr. - Borrower

Sandra M. Mehler  
Sandra M. Mehler - Borrower

2420 Plum Point Cove  
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 Clifford G. Mehler, Jr. and wife, Sandra M. Mehler who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and seal of office, on this the 30th day of July, 1975.

My Commission expires:  
9-25-78

[Signature]  
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. 7 day of August, 1975 and that the

STATE OF MISSISSIPPI, DeSOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 30 minutes A. M. 7 day of Aug., 1975, and that the same has been recorded in Book 129 Page 13 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 8 day of Aug., 1975.

Fees \$ 5.00 pd.

SEAL [Signature] CLERK



Magna Mtg Company  
 ASSIGNMENT OF THIS INSTRUMENT RECORDED IN  
 Real Estate TID BOOK  
 NO. 981 PAGE 204  
 THIS THE 20 DAY OF March, 1992  
 W.E. Davis  
 Barbara Davis R.C.  
 CHANCERY CLERK

Assignment of this Instrument Recorded in  
 Real Estate TID Book  
 No. 198 Page 348  
 This the 12 day of April 19 76  
 W.E. Davis Clerk

Assignment of this Instrument Recorded in  
 Real Estate TID Book  
 No. 189 Page 660  
 This the 29 day of August 19 75  
 H. S. Ferguson Clerk

DEED OF TRUST

THIS DEED OF TRUST is made this 15th day of May, 1975, among the  
 Grantor, Theodore X. Wiernasz and wife, Pamela Rae Wiernasz  
 Jr. P.W.  
 G. L. Oates (herein "Borrower"),  
 and the Beneficiary, Wortman & Mann, Inc. (herein "Trustee"),  
 organized and existing under the laws 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 10, Section "A" Revised, Churchwood 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.

1560  
 11th  
 W.E. Davis  
 Sept 2002  
 by P. Stankovic

Magna Mtg Co.  
 Real Estate TID BOOK  
 1560 285  
 11th  
 W.E. Davis  
 Sept 2002  
 by P. Stankovic

1474 523  
 14th  
 W.E. Davis  
 March 2002  
 By M. Cain

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 One Hundred Dollars, with interest thereon, providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on June 1, 2005; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Deed of Trust; and the performance of the covenants and agreements of Borrower herein contained; and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances").

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

Magna Mtg Co.  
 Real Estate TID BOOK  
 No. 510 569  
 This the 10th day of June 19 90  
 W.E. Davis  
 by D. Taylor, S.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

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.

*Theodore X. Wiernasz, Jr.*  
Theodore X. Wiernasz, Jr. - Borrower

*Pamela Rae Wiernasz*  
Pamela Rae Wiernasz - Borrower

7792 Farnell Drive  
Horn Lake, Mississippi 38637  
Property Address

STATE OF MISSISSIPPI, DeSoto County, Mississippi

Personally appeared before me, the undersigned authority in and for said County and State, the within named Theodore X. Wiernasz and Pamela Rae Wiernasz

that they signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and seal of office, on this the 15th day of May, A.D. 1975

My Commission expires:  
9-25-78

*[Signature]*  
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. 7 day of Aug. 1975

STATE OF MISSISSIPPI, DeSOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock and 30 minutes A.M. 7 day of August 1975

STATE OF MISSISSIPPI, DeSOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock and 30 minutes A.M. 7 day of Aug. 1975, and that the same has been recorded in Book 181 Page 17 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 8 day of Aug. 1975.

Fees \$ 5.00 pd.

SEAL *H. P. Ferguson* CLERK

THIS 11 DAY OF May 19 93

W. E. Davis by H. S. Ferguson

Assignment of this Instrument Clerk

Real Estate 7 17

No. 200 Page 56.6

This the 2 day of June 19 76

H. S. Ferguson Clerk

Assignment of this Instrument Recorded in

Real Estate 7 17 Book

No. 190 Page 50

This the 3 day of Sept. 19 75

H. S. Ferguson Clerk

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STATE OF MISSISSIPPI  
FHA FORM NO. 2135m  
Revised January 1977

# 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 31st day of July, 19 75, by and between

William M. Gibson and wife, Mary A. Gibson

, hereinafter called the Grantor;

Max B. Ostner, Jr.

, hereinafter called the Trustee, and

James E. McGehee & Company, Inc.

and existing under the laws of the State of Tennessee, a corporation organized and having its principal office and post-office address at 2200 Commerce Square, Memphis, Tennessee hereinafter called the Beneficiary:

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

Lot 33, Section "A" Revised, Churchwood Estates Subdivision in Section 2, Township 2 South, Range 8 West, as per plat thereof recorded in plat book 11, 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.

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 & Company, Inc.

and existing under the laws of the State of Tennessee, a corporation organized and having its principal office and post-office address at 2200 Commerce Square, Memphis, Tennessee hereinafter called the Beneficiary: of a certain promissory note of even date herewith in the principal sum of Thirty-Four Thousand One Hundred and 00/100-----Dollars (\$ 34,100.00 ), with interest from date at the rate of 8 per centum ( 8.0 %) per annum on the balance remaining from time to time unpaid; principal and interest being payable at the office of James E. McGehee & Company, Inc., 2200 Commerce Square, Memphis, Tennessee, 38103

or at such other place as the holder may designate, in writing, in monthly installments of Two Hundred Fifty and 29/100-----Dollars (\$ 250.29 ), commencing on the first day of September, 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 August, 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.

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

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

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

(II) If and so long as said note of even date and this instrument are held by the Secretary of Housing and Urban Development, a monthly charge (in lieu of a mortgage insurance premium) which shall be in an amount equal to one-twelfth (1/12) of one-half (1/2) per centum of the average outstanding balance due on the note computed without taking into account delinquencies or prepayments;

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

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

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

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

(III) interest on the note secured hereby; and

(IV) amortization of the principal of said note.

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

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

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

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

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

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

8. The Grantor further agrees that should this Deed of Trust and the note secured hereby not be eligible for insurance under the National Housing Act within thirty (30) from the date hereof (written

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

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

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

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

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

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

William M. Gibson  
William M. Gibson  
Mary A. Gibson  
Mary A. Gibson  
N/E Tissington  
Horn Lake, Mississippi  
(Property Address)

STATE OF MISSISSIPPI, }  
COUNTY OF DeSoto }

Personally appeared before me the undersigned authority in and for the said County, the within named William M. Gibson and Mary A. Gibson, his wife, who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and seal this 31st day of July 1975.  
My Commission Expires: 9-25-78  
[Signature]  
Notary Public

STATE OF MISSISSIPPI }  
COUNTY OF DeSoto }

I, N. J. Ferguson, Clerk of the Court of the Chancery of said County, do hereby certify that the foregoing conveyance was filed for registration in this office at 10:30 o'clock A. M., on the 7 day of August 1975, and was recorded in Vol. \_\_\_\_\_

STATE OF MISSISSIPPI, DESOTO COUNTY  
I certify that the within instrument was filed for record at 10 o'clock 30 minutes A. M. 7 day of Aug. 1975, and that the same has been recorded in Book 189 Page 21 records of REAL ESTATE TRUST DEEDS of said County.  
Witness my hand and seal this the 8 day of Aug. 1975.

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

ASSIGNMENT

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

Unifirst Federal Savings and Loan Association  
of Jackson, Mississippi, that certain Deed of Trust executed by

Edward Eugene Surman, Jr. and wife, Norma S. Surman  
to G. L. Oates, Trustee for the use and benefit of Wortman & Mann, Inc. beneficiary on the 25th day of April, 1975 encumbering certain lands in the County of DeSoto, State of Mississippi, which said Deed of Trust is recorded in Book 185 at Page 239 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 \$ 48,850.00 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 23rd day of June, 1975

WORTMAN & MANN, INC.

BY: [Signature]  
Thomas J. Tompkins, Vice President

ATTEST:  
BY: [Signature]  
Charles M. Kelly, Vice President  
STATE OF MISSISSIPPI  
COUNTY OF HINDS

Personally appeared before me, the undersigned authority in and for the aforesaid jurisdiction, the within named Thomas J. Tompkins and Charles M. Kelly, who acknowledged that they, as Vice President and Vice President respectively, for and on behalf of and by authority of said Wortman & Mann, Inc, signed and delivered the above and foregoing instrument and affixed the corporate seal of said corporation thereto on the day and year therein mentioned for the intent and purpose therein expressed.

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

My Comm. Expires June 4, 1978

[Signature]  
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY  
I certify that the within instrument was filed for record at 10 o'clock 30 minutes A.M. 4 day of Aug. 1975, and that the same has been recorded in Book 189 Page 24 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 8 day of Aug. 1975.  
Fees \$ 2.50 pd.

H. G. 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

Unifirst Federal Savings and Loan Association  
of Jackson, Mississippi, that certain Deed of Trust  
executed by

Walker Stanley Morgan and wife, Deborah Elaine Morgan  
to G. L. Oates, Trustee for the use and benefit of Wortman & Mann, Inc. beneficiary on the 21st day of March, 1975 encumbering certain lands in the County of DeSoto, State of Mississippi, which said Deed of Trust is recorded in Book 184 at Page 253 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 \$ 20,000.00 thereby secured.

IN WITNESS WHEREOF the undersigned has caused this assignment to be executed by its duly authorized officers, and its corporate seal to be affixed thereto on the 23rd day of June, 1975

WORTMAN & MANN, INC.  
BY: [Signature]  
Thomas J. Tompkins, Vice President

ATTEST:  
BY: [Signature]  
Charles M. Kelly, Vice President  
STATE OF MISSISSIPPI  
COUNTY OF HINDS

Personally appeared before me, the undersigned authority in and for the aforesaid jurisdiction, the within named Thomas J. Tompkins and Charles M. Kelly, who acknowledged that they, as Vice President and Vice President respectively, for and on behalf of and by authority of said Wortman & Mann, Inc, signed and delivered the above and foregoing instrument and affixed the corporate seal of said corporation thereto on the day and year therein mentioned for the intent and purpose therein expressed.

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



[Signature]  
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY  
I certify that the within instrument was filed for record at 10 o'clock 30 minutes A.M. 7 day of Aug. 1975, and that the same has been recorded in Book 189 Page 25 records of REAL ESTATE TRUST DEEDS of said County.  
Witness my hand and seal this the 8 day of Aug. 1975.  
Fees \$2.50 pd.  
SEAL [Signature] 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

Unifirst Federal Savings and Loan Association  
of Jackson, Mississippi, that certain Deed of Trust  
executed by

Paul L. Lucas and wife, Zorita C. Lucas  
to G. L. Oates, Trustee for the use and benefit of Wortman &  
Mann, Inc. beneficiary on the 20th day of December, 1974 encumbering  
certain lands in the County of DeSoto, State of Mississippi,  
which said Deed of Trust is recorded in Book 182 at Page 311  
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 \$ 44,450.00 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 26th day of February, 1975

WORTMAN & MANN, INC.

BY: [Signature]  
Thomas J. Tompkins, Vice President

ATTEST:  
BY: [Signature]  
Charles M. Kelly, Vice President  
STATE OF MISSISSIPPI  
COUNTY OF HINDS

Personally appeared before me, the undersigned authority in and for the  
aforesaid jurisdiction, the within named Thomas J. Tompkins and  
Charles M. Kelly, who acknowledged that they, as Vice President  
and Vice President respectively, for and on behalf of and by  
authority of said Wortman & Mann, Inc, signed and delivered the above  
and foregoing instrument and affixed the corporate seal of said corporation  
thereto on the day and year therein mentioned for the intent and purpose  
therein expressed.

Given under my hand and official seal of office, this 26th day of  
February, 1975



[Signature]  
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY  
I certify that the within instrument was filed for record at 10 o'clock  
30 minutes 2 M. 7 day of Aug. 1975, and that the same has been  
recorded in Book 189 Page 26 records of REAL ESTATE TRUST DEEDS  
of said County.  
Witness my hand and seal this the 8 day of Aug. 1975.  
Fees \$ 2.50 pd.  
SEAL [Signature]

Partial Reference of this instrument Recorded in  
Real Estate 70 Book  
No. 314 Page 1  
This 12 day of April 19 84  
H. D. Ferguson Clerk

Mississippi Bankers Association  
UCC Form No. 4  
September, 1967

Printed & For Sale By  
HEDERMAN BROTHERS  
P. O. Box 491  
Jackson, Mississippi

FORM No. 4

DEED OF TRUST AND SECURITY AGREEMENT

Land — Farm Products — Farm Equipment

THIS agreement, this day made and entered into between Ray E. Steadham & wife, Jean Steadham

a (an) Individuals  
(Corporation—Partnership—Individual)

of the first part, hereinafter designated as the Debtor, whose address is Rt 1, Bx 326,  
(Street)

Nesbit, DeSoto Mississippi  
(City) (County) (State)

said address being Debtor's residence  
(Place of Business—Residence)

H. R. Garner, Attorney Trustee, of the second part,  
hereinafter designated as Trustee; and  
The Bank of Walls,  
Branch Office-Tunica County Bank of Walls, Mississippi,  
of the third part, hereinafter designated as the Bank Witnesseth:

THAT WHEREAS Debtor is justly indebted to Bank in the full sum of Fifteen thousand sixty & no/100  
Dollars (\$ 15,060.00) evidenced by a promissory note of even date here-  
with in favor of Bank, bearing interest at the rate of 10 per centum per annum after date,  
providing for the payment of reasonable attorney's fees in case of default and being due and payable as  
follows, to-wit: Five annual payments of 3,000.00 each plus accrued interest.

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

NOW, THEREFORE, in consideration of the premises, and the further consideration of One Dollar  
(\$1.00) cash in hand paid by Trustee, the receipt of which is hereby acknowledged, Debtor does hereby  
convey and warrant unto Trustee the following described land located in the County of DeSoto  
State of Mississippi, to-wit: 143-1/3 Acres, more or less, being all the Southeast Quarter  
of Section 17, Township 2 (South), Range 8 West (DeSoto County, Mississippi,) EXCEPT  
16-2/3 Acres in the Northeast Corner of said quarter section, which exception is described  
as follows: BEGINNING at the Northeast Corner of said quarter-section; thence South on  
the section line 20 chains and 5 links; thence West 64 links; thence North 17-3/4°  
West 3 chains and 50 links; thence North 58° West 6 chains; thence North 47° West  
11 chains; thence North 41-3/4° 16 chains and 50 links to the Beginning; and being  
the same land conveyed to Joe Caldwell and wife, Elizabeth M. Caldwell from J. W. Caldwell  
and wife, Edith S. Caldwell, by Warranty Deed of date May 3, 1954, and of record in Book 40,  
Page 379 of the Deed Records of DeSoto County, Mississippi.

CANCELLED BY AUTHORITY RECORDS IN BOOK  
445 PAGE 574  
THIS 16 DAY OF August 1988  
W. E. Davis by C. C. Cole, Jr.  
(Deputy Clerk)

Debtor does hereby grant to Bank a security interest pursuant to the Uniform Commercial Code in the following goods (check appropriate box or boxes):

A. Crops—All crops of every kind and character planted or growing, or to be planted or growing within one year from the date hereof, on the land described herein.

B. Livestock—

C. Farm Supplies—All feed, fertilizers, fuels, chemicals, poisons, planting seed, repair parts, tools and any and all other agricultural supplies owned by Debtor and used in his crop production or livestock operations.

D. Farm Equipment—All farm equipment and farm machinery of every description owned by Debtor and used in his crop production or livestock operations.

E. All property similar to that described under Items A to D inclusive, which at any time may hereafter be acquired by Debtor including, but not limited to, additions and replacements and progeny of livestock and poultry.

F. All products and proceeds of any of the property described under Items A to E inclusive.

All of the goods described under Items A to F inclusive (hereinafter called "Collateral"), are to secure (1) payment of the above mentioned note; (2) further advances, to be evidenced by like note or notes, to be made by Bank to Debtor, which advances shall not exceed \$\_\_\_\_\_ outstanding at any one time; (3) all other liabilities (primary, secondary, direct, contingent, sole, joint, or several) due or to become due or which may be hereafter contracted or acquired, of each Debtor (including each Debtor and any other person) to Bank; and (4) performance by Debtor of the agreements hereinafter set forth.

**DEBTOR WARRANTS, REPRESENTS AND AGREES AS FOLLOWS:**

1. Debtor is the owner of the Collateral clear of all liens and security interests except the security interest granted hereby, and Debtor has the right to make this agreement.
2. The equipment covered by this agreement shall be used principally in farming operations.
3. All of the Collateral is or will become located, kept or grown on the above mentioned land.
4. Debtor agrees to pay Bank: (a) the sums evidenced by all promissory notes executed pursuant to this agreement in accordance with the terms of the agreement and of the notes; (b) all sums, including reasonable attorney's fees and legal expenses, paid or incurred by Bank in pursuing any of its rights and remedies or in remedying any default pursuant to this agreement, together with interest thereon at the rate herein stipulated from the date the same shall have been paid; and (c) at Bank's option, the entire unpaid indebtedness to Bank, whether created or incurred pursuant to this agreement or otherwise, upon Debtor's default or if Bank deems itself insecure.
5. Debtor shall at all times keep the Collateral at the location described in this agreement, unless notice is given to Bank in advance of, and Bank consents in writing to its removal to another location.
6. Debtor shall keep the Collateral in good condition; attend to and care for the Collateral; do all other acts which may be necessary to raise and fatten the livestock and to grow, cultivate, spray, irrigate, cut, harvest, pick, clean, preserve and protect the crops and farm products, all according to the most approved methods of farming and husbandry. Debtor shall permit Bank to enter Debtor's farm at reasonable times to examine the Collateral.
7. Debtor shall not transfer, create or permit to be acquired any interest in or against the Collateral or the land herein conveyed, or permit any charge, including rent and taxes, to remain unpaid to or by any third person.
8. Debtor shall not sell or otherwise dispose of any of the Collateral without the prior written consent of Bank. The inclusion of proceeds in this agreement does not authorize Debtor to sell, dispose of or otherwise use the Collateral in any manner not specifically authorized by the agreement.
9. Debtor shall at all times keep the Collateral and the proceeds from any authorized disposition identifiable and separate from other property of the Debtor or any other person.
10. Debtor shall procure and maintain at his own expense insurance covering the Collateral and buildings on the land herein conveyed against all expected risks, and those risks which Bank may designate, under policies satisfactory to Bank, for the duration of this agreement, and the policies shall name Bank as its interest may appear and shall be deposited with Bank.
11. Debtor shall, as Bank may request and require, procure and deliver to Bank or execute any security agreement, financing statement or other writing necessary to create, preserve, protect or enforce Bank's rights and interests to or in the Collateral described in this agreement or in any other Collateral agreed to by the parties.
12. Debtor will keep the Collateral in good condition and repair, reasonable wear and tear excepted, and will permit Bank and its agents to inspect the Collateral at any time.
13. Debtor shall be in default under this agreement: (a) when he has made any misstatement in connection with or has failed to pay or perform any of his obligations, agreements or affirmations under this or any other agreement with Bank; (b) when any event occurs which results in acceleration of the maturity of the indebtedness of Debtor under any agreement with any

person; (c) upon the death, dissolution, termination of existence or business failure of Debtor, or the appointment of a receiver for any part of the property of, assignment for the benefit of creditors by, or the commencement of any proceeding in bankruptcy or insolvency by or against, Debtor or any surety for Debtor; or (d) when Bank in good faith deems itself insecure and its prospect of payment impaired.

Until default, Debtor may harvest, process, store and use the Collateral in any lawful manner not inconsistent with this agreement or any insurance covering the Collateral, and may use and consume Collateral in preserving and preparing for market livestock or poultry, or in planting, cultivating or harvesting crops, any of which is Collateral under this agreement.

UPON DEFAULT, all sums secured hereby shall immediately become due and payable at Bank's option without notice to Debtor and Bank may proceed to enforce payment of same and to exercise all of the rights and remedies of a secured party under the Uniform Commercial Code of Mississippi or other applicable law and all rights provided herein, in the notes mentioned above, or in any other applicable security or loan agreement, all of which rights and remedies shall, to the full extent permitted by law, be cumulative including, without limiting the generality of the foregoing, the right to take possession of the Collateral or any part thereof, to perform all of the operations which Debtor has agreed to perform hereunder and to take such other measures as Bank may deem necessary for the care, growing, harvesting, protection, preservation, and marketing of the Collateral. Bank may require Debtor to assemble the Collateral and make it available to Bank at a place to be designated by Bank which is reasonably convenient to Bank and Debtor. Any notice of sale, disposition or other intended action by Bank, sent to Debtor at the address specified herein, or such other address of Debtor as may from time to time be shown on Bank's records, at least five days prior to such action, shall constitute reasonable notice to Debtor.

Also upon default, Trustee or his successor or successors, at the request of Bank, acting by any officer thereof, or at the request of any owner or holder of the notes secured hereby, shall sell said land, or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid. The sale of said lands hereunder shall be made by giving notice of the time, place and terms of sale as required by Section 888 of the Mississippi Code, 1942 and Amendments, if any, thereto and Trustee shall make deed to the purchaser or purchasers. Should the owner or holder of the note or notes secured hereby be a corporation, then in such event a declaration of default to Trustee and a request for sale hereunder, may be made by any officer thereof. If the land covered hereby is situated in two or more counties or in two judicial districts of the same county, Trustee may sell the whole in any of the counties, or in either of the judicial districts of the county in which any part of the land lies. Out of the proceeds of sale the Trustee shall first pay the cost of advertising and making the sale; and secondly, he shall pay whatever items may have been incurred and remain unpaid in the protection of this security; then he shall pay such of the items of indebtedness secured hereby as may be outstanding in the order of their maturity, and any balance remaining in his hands shall be delivered to the Debtor, or to his proper representatives, agents or assigns.

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

Bank may remedy in any reasonable manner or waive any default of Debtor without waiving the default remedied or any other prior or subsequent default.

In the event of Debtor's default or insolvency, any moneys or other property at any time in the possession of Bank belonging to any of the parties liable hereon to Bank, and any deposits, balance of deposits or other sums at any time credited by or due from said Bank to any of said parties, may at all times, at the option of Bank, be held and treated as collateral security for the payment of notes, executed pursuant to this agreement, whether due or not due, or any other liability of the said parties, and Bank may at any time, at its option, set off the amount due or to become due hereon against any claim of any of said parties against Bank.

If any provision of this agreement is held invalid, such invalidity shall not affect the validity or enforceability of the remaining provisions of this agreement.

This agreement shall inure to the benefit of Bank's successors and assigns and shall bind Debtor's heirs, representatives, successors and assigns. If more than one Debtor executes this agreement, their obligation shall be joint and several.

IN WITNESS WHEREOF, this agreement has been executed this 8th day of August, 1975

The Bank of Walls, Miss. Ray E. Steadham & wife, Jean Steadham  
By Jacob D. Bishop Bank By Ray E. Steadham  
X Jean Steadham

NOTE: Bank must also execute this deed of trust and security agreement if it is to be filed instead of financing statement.

STATE OF MISSISSIPPI  
COUNTY OF DeSoto

This day personally appeared before me, the undersigned authority, in and for the State and County aforesaid, the within named Ray E. Steadham & wife, Jean Steadham

who severally acknowledged that (the one - they) signed and delivered the above and foregoing deed of trust and security agreement on the day and year therein mentioned.

GIVEN under my hand and official seal, this the 8th day of August, 1975  
Mrs. W. A. Russell  
NOTARY PUBLIC  
My Commission Expires: 30 Commission Expires Nov. 4, 1978



STATE OF MISSISSIPPI  
COUNTY OF \_\_\_\_\_  
Personally appeared before me, the undersigned Notary Public in and for the jurisdiction aforesaid, \_\_\_\_\_

STATE OF MISSISSIPPI, DESOTO COUNTY  
I certify that the within instrument was filed for record at 10 o'clock 30 minutes A M, 7 day of Aug. 1975, and that the same has been recorded in Book 189 Page 27 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 8 day of Aug. 1975.

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

MISSISSIPPI  
ASSIGNMENT OF DEED OF TRUST

PARSED  
SIDNEY M. KATZ, ATTY.  
4041 KNIGHT - ARNOLD ROAD  
MEMPHIS, TENN. 38118

For valuable consideration, the receipt of which is acknowledged, the undersigned does hereby sell, transfer and assign unto GOVERNMENT NATIONAL MORTGAGE ASSOCIATION, that certain Deed of Trust executed by Edward King Davis and wife, Susan M. Davis, to DELTA TITLE COMPANY, Trustee, for the benefit of National Mortgage Company, a Tennessee Corporation, dated July 18, 1975, securing a note in the sum of \$ 35,700.00, recorded in Book 188, Page 257, of the office of the Chancery Clerk of DeSoto County, Mississippi, together with the indebtedness secured thereby.

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

The undersigned covenants that the original Note secured by said Deed of Trust and assigned by this instrument is in the principal amount of \$ 35,700.00, plus interest at the rate of 7 3/4 % per annum, the first monthly installment being due the first day of September, 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 first day of August, 1975.



NATIONAL MORTGAGE COMPANY

Sidney M. Katz  
Sidney M. Katz  
Senior Vice President

Marvin J. Loskove  
Marvin J. Loskove  
Assistant Secretary

STATE OF TENNESSEE  
COUNTY OF SHELBY

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

GIVEN UNDER MY HAND and seal of office, this the first day of August, 1975.

My Commission Expires Sept. 13, 1977

2/71/226

Judith Combs  
NOTARY PUBLIC



STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 1 o'clock 30 minutes P M. 7 day of Aug. 1975, and that the same has been recorded in Book 189 Page 30 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 8 day of Aug. 1975.

Fees \$ 2.50 pd.

SEAL 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 October 10, 1974, executed by BAILEY MORTGAGE COMPANY, a Mississippi Corporation (hereinafter referred to as "Mortgagor", whether one or more) to FORREST N. JENKINS and J. DAVID GUTHRIE, as Trustees, which Deed of Trust is recorded in Book 180, Page 553, in the Chancery Clerk's Office of DeSoto County, Mississippi, the undersigned FORREST N. JENKINS and J. DAVID GUTHRIE, as Trustees, named in said Deed of Trust have bargained and sold and by these presents do bargain, sell, convey, remise, release and quitclaim unto the said Mortgagor, the following described property located in DeSoto County, Mississippi, to-wit:

Lots 580, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 653, 654, 655, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715 and 716, in Section D, Twin Lakes Subdivision situated in Section 6, Township 2 South, Range 8 West, according to a map or plat thereof recorded in Plat Book 10, Pages 32 and 33, in the Office of the Chancery Clerk for DeSoto County, Mississippi, AND

Lot 581, in Section E, Twin Lakes Subdivision situated in Section 6, Township 2 South, Range 8 West, according to a map or plat thereof recorded in Plat Book 12, Pages 18 through 20, in said Clerk's Office.

To have and to hold the aforescribed real property unto the said Mortgagor 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.


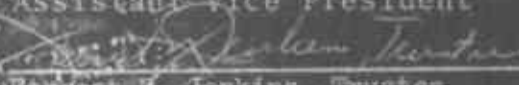
But this is a partial release and as to all other property described in and conveyed by said deed of trust not heretofore nor hereby released the lien of same shall continue in full force and effect.



UNION PLANTERS NATIONAL BANK OF MEMPHIS joins herein for the purpose of declaring that it is the owner and holder of the indebtedness secured by said deed of trust as aforesaid and of evidencing its consent and direction to the Trustees to execute this release.

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

Pronouns occurring herein shall be construed according to their proper gender and number according to the context of this instrument.

IN WITNESS WHEREOF the said owner and holder of the indebtedness and the Trustees have executed this instrument or caused this instrument to be executed by and through its duly authorized officers this the 5<sup>th</sup> day of August, 1975.

ATTEST:  
  
R. E. Mitchell, Jr.  
Assistant Vice President  
  
Forrest N. Jenkins, Trustee

UNION PLANTERS NATIONAL BANK OF MEMPHIS  
  
BY Robert P. Watson, Vice President  
  
J. David Guthrie, Trustee

STATE OF TENNESSEE

COUNTY OF SHELBY

This day personally appeared before, the undersigned authority in and for said State and County, the within named Robert P. Watson and T. E. Mitchell, Jr., known to me to be the Vice President and Assistant Vice President respectively of UNION PLANTERS NATIONAL BANK OF MEMPHIS, a national banking association, 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 UNION PLANTERS NATIONAL BANK OF MEMPHIS, after being duly authorized so to do.

Given under my hand and seal this 5th day of August, 1975.



George E. Johnson  
Notary Public

My commission expires: MY COMMISSION EXPIRES SEPTEMBER 13, 1978

\*\*\*\*\*

STATE OF TENNESSEE

COUNTY OF SHELBY

This day personally appeared before, the undersigned authority in and for said State and County, the within named FORREST N. JENKINS, as Trustee, 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 5th day of August, 1975.



George E. Johnson  
Notary Public

My commission expires: MY COMMISSION EXPIRES SEPTEMBER 13, 1978

\*\*\*\*\*

STATE OF TENNESSEE

COUNTY OF SHELBY

Personally appeared before me, the undersigned authority in and for said State and County, the within named J. DAVID GUTHRIE, as Trustee, 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 5th day of August, 1975.



George 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 11 o'clock 30 minutes A M. 7 day of Aug. 1975, and that the same has been recorded in Book 189 Page 31 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 8 day of Aug. 1975.

Fees \$ 3.00 d.

SEAL 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 January 16, 1973, executed by BAILEY MORTGAGE COMPANY, a Mississippi Corporation (hereinafter referred to as "Mortgagor", whether one or more) to FORREST N. JENKINS and J. DAVID GUTHRIE, as Trustees, which Deed of Trust is recorded in Book 153, Page 85, in the Chancery Clerk's Office of DeSoto County, Mississippi, the undersigned FORREST N. JENKINS and J. DAVID GUTHRIE, as Trustees, named in said Deed of Trust have bargained and sold and by these presents do bargain, sell, convey, remise, release and quitclaim unto the said Mortgagor, the following described property located in DeSoto County, Mississippi, to-wit:

Lots 580, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 653, 654, 655, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, and 716, in Section D, Twin Lakes Subdivision situated in Section 6, Township 2 South, Range 8 West, according to a map or plat thereof recorded in Plat Book 10, Pages 32 and 33, in the Office of the Chancery Clerk for DeSoto County, Mississippi, AND

Lot 581, in Section E, Twin Lakes Subdivision situated in Section 6, Township 2 South, Range 8 West, according to a map or plat thereof recorded in Plat Book 12, Pages 18 through 20, in said Clerk's Office.

To have and to hold the aforescribed real property unto the said Mortgagor 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.



UNION PLANTERS NATIONAL BANK OF MEMPHIS joins herein for the purpose of declaring that it is the owner and holder of the indebtedness secured by said Deed of Trust as aforesaid and of evidencing its consent and direction to the Trustees to execute this release.

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

Pronouns occurring herein shall be construed according to their proper gender and number according to the context of this instrument.

IN WITNESS WHEREOF the said owner and holder of the indebtedness and the Trustees have executed this instrument or caused this instrument to be executed by and through its duly authorized officers this the 5<sup>th</sup> day of August, 1975.

ATTEST:  
  
T. B. Mitchell, Jr.  
Assistant Vice President  
  
Forrest N. Jenkins, Trustee

UNION PLANTERS NATIONAL BANK OF MEMPHIS  
BY   
Robert P. Watson, Vice President  
  
J. David Guthrie, Trustee



STATE OF TENNESSEE

COUNTY OF SHELBY

This day personally appeared before, the undersigned authority in and for said State and County, the within named Robert P. Watson and T. E. Mitchell, Jr., known to me to be the Vice President and Assistant Vice President respectively of UNION PLANTERS NATIONAL BANK OF MEMPHIS, a national banking association, 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 UNION PLANTERS NATIONAL BANK OF MEMPHIS, after being duly authorized so to do.

Given under my hand and seal this 5th day of August, 1975.



Joane E. Johnson  
Notary Public

My commission expires: MY COMMISSION EXPIRES SEPTEMBER 13, 1978

\*\*\*\*\*

STATE OF TENNESSEE

COUNTY OF SHELBY

This day personally appeared before, the undersigned authority in and for said State and County, the within named FORREST N. JENKINS, as Trustee, 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 5th day of August, 1975.



Joane E. Johnson  
Notary Public

My commission expires: MY COMMISSION EXPIRES SEPTEMBER 13, 1978

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STATE OF TENNESSEE

COUNTY OF SHELBY

Personally appeared before me, the undersigned authority in and for said State and County, the within named J. DAVID GUTHRIE, as Trustee, 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 5th day of August, 1975.



Joane 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 11 o'clock 30 minutes A M. 4 day of Aug. 1975, and that the same has been recorded in Book 189 Page 33 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 8 day of Aug. 1975.

Fees \$ 3.00 pd.

SEAL H. P. Ferguson, CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK 35  
250 Page 716  
THIS 24 OCT 1975  
H. D. Ferguson  
CHANCERY CLERK

CORRECTION  
DEED OF TRUST

THIS DEED OF TRUST is made this 29th day of May, 1975, among the Grantor, HAROLD D. HAVEN and wife, PHYLLIS L. HAVEN  
*Harold D. Haven Phyllis L. Haven* (herein "Borrower"),  
TOM B. SCOTT, JR. (herein "Trustee"),  
and the Beneficiary, UNIFIRST FEDERAL SAVINGS & LOAN ASSOCIATION, a corporation organized and existing under the laws of United States of America, whose address is Jackson, Mississippi (herein "Lender").

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

The land lying and being situated in the Town of Olive Branch, DeSoto County, Mississippi, described as follows, to-wit: Lot in the Southwest Quarter of Section 34, Township 1, Range 6 West, DeSoto County, Mississippi, being more particularly described as follows: Point of beginning lies approximately 1,165 feet North and 529.4 feet East of the Southwest Corner of Section 34, Township 1 South, Range 6 West, DeSoto County, Mississippi; said point being the Southwest Corner of M. A. Brewer lot; thence from point of beginning run Northwardly along Brewer West line 150.0 feet to a point; thence Westwardly 77.5 feet to a point; thence Southwardly 150.0 feet to a point; thence Eastwardly 77.5 feet to the point of beginning, and being further described as the East Half of Lot conveyed to Jessie McCallum by James P. Cooke, Jr., et ux as evidenced by deed of record in Deed Book 73, Page 378, Land Deed Records 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-three Thousand Eight Hundred Dollars~~ <sup>Twenty-five Thousand</sup> Dollars, with interest thereon, providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on June 1, 2005; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Deed of Trust; and the performance of the covenants and agreements of Borrower herein contained; and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances").

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

**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 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.

N.B.: This correction Deed of Trust is solely for the purpose of correcting that Unifirst Federal Savings & Loan Association is organized under the laws of the United States of America and not the State of Mississippi.

*Harold D. Haven*  
Harold D. Haven —Borrower

*Phyllis L. Haven*  
Phyllis L. Haven —Borrower

58 East Coleman Street,  
Olive Branch, Mississippi  
Property Address

STATE OF MISSISSIPPI, DeSoto COUNTY ss:

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

Given under my hand and seal of office, on this the 29th day of May

My Commission expires:

My Commission Expires January 28, 1978



STATE OF MISSISSIPPI, DeSOTO COUNTY

I certify that the within instrument was filed for record at 1 o'clock and 30 minutes P.M. 29

STATE OF MISSISSIPPI, DeSOTO COUNTY

I certify that the within instrument was filed for record at 7 o'clock and 30 minutes A.M. 7

STATE OF MISSISSIPPI, DeSOTO COUNTY

I certify that the within instrument was filed for record at 8 o'clock 30 minutes A.M. 7 day of Aug 1975, and that the same has been recorded in Book 189 Page 35 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 8 day of Aug 1975.

Fees \$5.00 pd.

SEAL *H. P. Ferguson* CLERK

AUTHORITY TO CANCEL

TO: CHANCERY CLERK

DeSoto COUNTY  
Hernando, MISSISSIPPI

You are hereby authorized and requested to enter satisfaction and cancel of record that certain Deed of Trust executed by David Craig Glover and wife, Elizabeth Robertson Glover

to Stuart Robinson, Trustee for Bankers Trust Savings and Loan Association, Beneficiary, date January 28, 19 74, and duly recorded in Book 170 at Page(s) 517 of your records.

WITNESS the signature of the corporation, this the 1st day of August, A.D., 19 75.



Bankers Trust Savings and Loan Association

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

Mary Keen  
Mary Keen, Assistant Vice-President

STATE OF MISSISSIPPI  
COUNTY OF HINDS

Personally came and appeared before me, the undersigned Notary Public in and for said County and State, William S. Weems and Mary Keen, 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 1st day of August, A.D., 19 75.

Carrie D. Balle  
NOTARY PUBLIC



STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 30 minutes 4 M. 8 day of Aug, 1975, and that the same has been recorded in Book 187 Page 39 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 8 day of Aug, 1975.

Fees \$ 2.50 pd.

SEAL H. P. Ferguson, CLERK

RELEASE OF DEED OF TRUST

TO THE CHANCERY CLERK OF DESOTO COUNTY, MISSISSIPPI:

You are hereby authorized and directed to satisfy and cancel of record the following Deed of Trust, to-wit: One executed by Robert M. Rogers and wife, Beckie Rogers, dated the 8th day of March, 1972, and recorded in Mortgage Record Book No. 139, Page 483 of the records in your office.

The indebtedness therein secured has not been assigned by us to any one, and has been paid in full.

William S. Summers  
William S. Summers  
Mary H. Summers  
Mary H. Summers  
Lena S. Summers  
Lena S. Summers

STATE OF MISSISSIPPI  
COUNTY OF DESOTO

Personally appeared before me the undersigned authority in and for said County and State, the above named William S. Summers, Mary H. Summers and Lena S. Summers, who acknowledged that hey signed and delivered the foregoing instrument as their voluntary act and deed.

Witness my hand and official seal this 28th day of July, 1975.



G. L. P. [Signature]  
NOTARY PUBLIC

My Commission Expires:  
STATE OF MISSISSIPPI, DESOTO COUNTY  
I certify that the within instrument was filed for record at 11 o'clock 15 minutes A M. 8 day of Aug 1975, and that the same has been recorded in Book 187 Page 40 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 8 day of Aug 1975.  
Fees \$ 2.50 pd.

SEAL H. P. Ferguson CLERK



H. P. Ferguson  
CHANCERY CLERK

FOR REAL ESTATE, CHATTEL OR BOTH

Peter P. Dicresce, et ux

To { DEED OF TRUST

Security Bank of Southaven

THIS INDENTURE Made this 6th day of August 1975 between Peter P. Dicresce and wife, Dolores Gloria Dicresce

and Security Bank of Southaven, branch of Security Bank of Hernando of the first part, of the second part,

WITNESSETH, That whereas, said part ies of the first part, being indebted to the said part Y of the second part in the sum of Four Thousand One Hundred Seventy Dollars & 60/100 (\$4,170.60) evidenced by a promissory note of even date, bearing 10% interest from maturity, due and repayable in 60 equal monthly installments of \$69.51 each, first of said installments shall be due in September 10, 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 1975, not to exceed payment of the same when due; Therefore, in consideration of the premises, and of the sum of One Dollar to the part ies of the first part paid by George S. McIngvale Trustee, the part ies of the first part have this day granted, bargained, and sold to the said Trustee the following described property, located in the County of DeSoto, and state of Mississippi, viz: All of the agricultural products of every kind that may be raised on the land and all the crops of every kind to be grown by the family or any household working with or under the land or on the land or in the course of the year 1975 on the land that may be cultivated, or cause to be cultivated, or planted or sown and all farming implements of every kind and

Lot 82, Section A, Buena Vista Lakes Subdivision as shown on plat appearing of record in Plat Book 4, Pages 33-37 in the Chancery Court Clerk's Office of DeSoto County, Mississippi, to which recorded plat reference is made for a more particular description. Said lot being situated in Section 13, Township 4, Range 8 West.

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

Should the Trustee at any time believe said property, or any part thereof, endangered as a security for said debt, he may then forthwith take possession of said property and sell the same as herein below directed. Should the part ies of the first part promptly pay the above stated indebtedness on or before the maturity date thereof, 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.

Peter P. Dicresce  
Dolores Gloria Dicresce

STATE OF MISSISSIPPI, DeSOTO COUNTY. Personally appeared before me the undersigned authority Peter P. Dicresce and wife, Dolores Gloria Dicresce of said County, the within named

who being duly sworn, that they signed and delivered the foregoing Deed of Trust on the day and year therein mentioned.

Given under my hand and official seal, this 6th day of August 1975

My Commission Expires: (SEAL) Clerk By: Notary Public D. C.

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

STATE OF MISSISSIPPI, DeSOTO COUNTY I certify that the within instrument was filed for record at 9 o'clock 35 minutes A.M. 8 day of Aug 1975, and that the same has been recorded in Book 189 Page 41 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 8 day of Aug 1975.

Fees \$ 2.50 pd.

SEAL H. P. Ferguson, CLERK

Partial Release of this Instrument Recorded in  
Real Estate T1D Book  
No. 228 Page 468  
This 25 day of July 1978  
H. J. 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 Joel V. Davis and  
wife, Lydia P. Davis

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  
Fifty Seven Thousand and No/100 - - - DOLLARS  
(\$ 57,000.00 ) 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: on or before July 31, 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 Dol-  
lars (\$10.00) cash in hand paid by the aforesaid trustee, the receipt of which is hereby acknowledged,  
the grantor does hereby convey and warrant unto the said trustee, the property situated in the

State of Mississippi, and more particularly described as follows, to-wit:  
TRACT #1: A lot of land situated in the Northwest Quarter of Section Eighteen (18)  
Township Three (3), Range Seven (7) West, and more particularly described as follows,  
to-wit: Commencing at the intersection of the center lines of Mt. Pleasant Street  
and Holly Springs Street; thence Northwesterly along the center line of said Mt. Pleasant  
Street 454.2 feet to a point; thence Northeasterly 60 feet to a point in the North right-  
of-way of said street and being also the Southwest corner of the Entrikin-Latham lot,  
and which point is THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED LOT: thence North

(over)

Full, Settled and Concluded  
This 19 day of April 1978  
The Hernando Bank  
By H. J. Ferguson  
H. J. Ferguson  
Clerk By JK

and projection thereof 131.5 feet to an iron pin; thence at an interior angle of 60 degrees, South 84 degrees 55 minutes West 197.4 feet to a point in the East right-of-way of said Mt. Pleasant Street; thence South along said right-of-way 5 feet to a point; thence East 40 feet to a point, said point being 60 feet East of the center line of said Street; thence Southeasterly along said right-of-way of said street 144 feet to the point of beginning, and containing 0.26 acres, and as said lands are shown by Survey Plat of J. E. Lauderdale, C.E., dated August 24, 1973.

TRACT # 2:

24 acres, more or less, situated in the Southeast Quarter of Section 22, Township 3 South, Range 7 West, DeSoto County, Mississippi, and being more particularly described as BEGINNING at the northeast corner of the Southeast Quarter of Section 22, Township 3 South, Range 7 West; thence west 12 chains to the point of beginning of this description; thence 12 chains along the half-section line to a point; thence south 20 chains, thence east 12 chains; thence north 20 chains to the point of beginning and containing 24 acres, more or less.

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

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

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

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

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

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

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

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

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

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

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

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

IN TESTIMONY WHEREOF, witness the signature of the grantor this the 31 day of July 19 75

*J. P. Davis*  
*Lydia F. Davis*

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

*Paul G. Davis and Lydia F. Davis* 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 1<sup>st</sup> day of Aug 19 75

My Commission Expires

My Commission Expires Jan. 7, 1978

*Eben M. Barber*  
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. 8 day of Aug 1975, and that the same has been recorded in Book 189 Page 42 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 8 day of Aug 1975.

Fees \$ 5.00 pd.

SEAL *H. P. Ferguson* CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK  
280 PAGE 381  
THIS 29 DAY OF Jan 19 82  
H. D. Ferguson  
CHANCERY CLERK

Mississippi Bankers Association  
Form No. 1  
(Revised Dec. 1956)  
—T-X-N-D

### DEED OF TRUST LAND

THIS INDENTURE, this day made and entered into between THOMAS H. HELMS  
AND WIFE, KATHERINE E. HELMS

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  
FIVE THOUSAND EIGHT HUNDRED SEVENTY AND 88/100----- DOLLARS  
(\$ 5,870.88 ) 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:

Repayable in 48 equal monthly instalments of \$122.31 each, the  
first of said instalments being due and payable on or before the 25th  
day of August, 1975, with a like installment due on or before the  
25th day of each successive month thereafter until paid in full.

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

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

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

A lot in the Southwest Quarter of Section 34, Township 1 South,  
Range 6 West, Olive Branch, DeSoto County, Mississippi; and more  
fully described as: Commencing at the Southwest Corner of the  
Southwest Quarter of Section 34; and run thence North 1,156.5 feet  
to a point; thence East 889.1 feet to the Point of beginning for this  
survey; run thence North 84 degrees 28 minutes East with the south  
boundary of a street 92.5 feet; thence South 4 degrees 27 minutes  
East 155 feet; thence South 84 degrees 28 minutes West 92.5 feet;  
thence North 4 degrees 27 minutes West 155 feet to the point of

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beginning. Being that same lot purchased by J. V. Payne from L. R. Flinn, et ux, by Warranty Deed dated March 14, 1969, and recorded in Deed Book 49, Page 258 in the office of the Chancery Clerk.

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

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

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

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

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

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

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

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

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

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

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

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

IN TESTIMONY WHEREOF, witness the signature of the grantor this the 22<sup>nd</sup> day of July, 1975.

*Thomas H. Nelms*  
THOMAS H. NELMS  
*Katherine E. Nelms*  
KATHERINE E. NELMS

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

Thomas H. Nelms and wife, Katherine E. Nelms 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 22<sup>nd</sup> day of July, 1975.

*Betty L. Halloran*  
Betty L. Halloran  
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. 7 day of Aug 1975, and that the same has been  
recorded in Book 189 Page 45 records of REAL ESTATE TRUST DEEDS  
of said County.

Witness my hand and seal this the 8 day of Aug 1975.

Fees \$ 5.00 pd.

SEAL *H. P. Ferguson* CLERK

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST

Class C

STATE OF MISSISSIPPI, }  
DeSoto County. } ss.

KNOW ALL MEN BY THESE PRESENTS: That NORTH MISSISSIPPI SAVINGS & LOAN ASSOCIATION  
of Hernando, Mississippi, the beneficiary, does hereby certify that a certain trust deed  
bearing date the 10th day of July 1972, made and executed by N. C. FERGUSON  
and wife, CHARLOTTE M. FERGUSON, 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. 145 on page 103  
of the Record of Trust Deeds, on the 13th day of July, A. D. 1972, is now fully paid  
and satisfied; and I do hereby authorize the Clerk of the Chancery Court of said DeSoto  
County to enter satisfaction and certificate of payment in full upon 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  
Joe M. Hudspeth, SECRETARY

STATE OF MISSISSIPPI, }  
DeSoto County. of DAFAYETTE } ss.

Personally came and appeared before me, the undersigned authority a Notary Public  
JOE M. HUDSPETH, the Secretary of NORTH MISSISSIPPI  
in and for County and State aforesaid, 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 5<sup>th</sup> day of August, A. D. 1975.



Clara F. James  
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. 8 day of Aug 1975, and that the same has been  
recorded in Book 189 Page 48 records of REAL ESTATE TRUST DEEDS  
of said County.

Witness my hand and seal this the 8 day of Aug 1975.

Fees \$ 2.50 pd.

SEAL H. P. Ferguson CLERK



H. H. Ferguson

VA Form 26-6222 (Home Loan) Revised December 1962. Use Optional Section 1214, Title 49, U.S.C. Acceptable to Federal National Mortgage Association.

MISSISSIPPI

# DEED OF TRUST

THIS DEED OF TRUST, made and entered into this 4th day of August, 1975, by and between EARLIE GENE HODGES and wife, ALICE MARIE HODGES

, 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, 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 775, Section C, Southaven Subdivision, in Section 23, Township 1 South, Range 8 West, as shown on the revised plat of said subdivision which is recorded in Plat Book 2, Page 19, 20, 21 and 22 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 create 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.

The mortgagor covenants and agrees that should this mortgage or the note secured hereby not be eligible for guaranty or insurance under the Servicemen's Readjustment Act within 90 days from the date hereof (written statement of any officer or authorized agent of the Veterans Administration declining to guarantee or insure said note and/or this mortgage 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;

CANCELLED BY AUTHORITY RECORDED IN 5208  
PAGE 602  
12 DAY OF August 1985  
W. N. Jackson  
CHANCERY CLERK  
DS.

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

IN TRUST, HOWEVER, to secure to the Beneficiary named above, the payment of a certain promissory note of even date herewith in the principal sum of Eighteen Thousand & NO/100 Dollars (\$ 18,000.00 ), 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 Bailey Mortgage Company , 161 East Amite Street in Jackson, Mississippi , or at such other place as the holder may designate, in writing delivered or mailed to the Grantor, in monthly installments of One Hundred Thirty Eight & 42/100 Dollars (\$ 138.42 ), commencing on the first day of September , 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 August , 2005

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

1. He will pay all and singular the principal and interest and other sums of money payable by virtue of the note secured hereby and of this lien, at the times and in the manner in said note and hereinafter provided. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one hundred dollars (\$100.00), whichever is less.

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

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

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

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

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

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

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

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

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

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.

*Earlie Gene Hodges*  
Earlie Gene Hodges

*Alice Marie Hodges*  
Alice Marie Hodges

STATE OF MISSISSIPPI,  
COUNTY OF DeSoto } ss:

Personally appeared before me Lee V. Hamberlin, the undersigned Notary Public in and for said County, the within named Earlie Gene Hodges Alice Marie Hodges, 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 4th day of August, 1975.

My commission expires: 12-5-78

*Lee V. Hamberlin*  
Lee V. Hamberlin, Notary Public

STC 32279  
sb

Prepared by: Lee V. Hamberlin, Attorney  
60 North Second Street  
Memphis, Tennessee 38103

MISSISSIPPI  
Notary Public  
at: 10:30 A.M.  
of said County,  
ing conveyance  
is office on the  
of Aug.  
day of  
19  
of County.  
492688  
Company

STATE OF MISSISSIPPI, DESOTO COUNTY  
I certify that the within instrument was filed for record at 10 o'clock  
30 minutes A.M. 8 day of Aug 1975, and that the same has been  
recorded in Book 189 Page 49 records of REAL ESTATE TRUST DEEDS  
of said County.

Witness my hand and seal this the 8 day of Aug 1975.  
Fees \$ 5.00 pd.

SEAL *H. P. Ferguson* CLERK

*paying fees*

CANCELLED BY AUTHORITY RECORDED IN BOOK OF THE CHANCERY CLERK

342 PAGE 173

THE 3 DAY OF July 1915

H. G. Ferguson h.s. CHANCERY CLERK

Assignment of this Instrument Recorded in

Real Estate T 11 Book

No. 189 Page 178

This the 13 day of August 1915

H. G. Ferguson

Assignment of this Instrument Recorded in

Real Estate T 11 Book

No. 299 Page 205

This the 5 day of July 1913

H. G. Ferguson

DEED OF TRUST

Quincy I. Gunter and Cathryn I. Gunter, (Wife) to S&W CONSTRUCTION COMPANY OF TENN., INC., A Tennessee Corporation, duly authorized to do business in the State of Mississippi.

In consideration of \$10.00, in hand paid we convey and warrant to JAMES W. AMOS, TRUSTEE, the following described property in DeSoto County, State of Mississippi, to-wit:

Lot 637, Section C, Bridgetown Subdivision, as shown by the plat recorded in Plat Book 13, Page 42 in the office of the Chancery Clerk of DeSoto County, Mississippi, in Section 23, Township 2, Range 7 West.

This is the first lien on the above described property.

IN TRUST FOR THE FOLLOWING PURPOSES:

I. (A) To secure the payment of the following note or notes in favor of S&W CONSTRUCTION COMPANY OF TENN., INC., A Tennessee Corporation dated even herewith, in the amount of Four Thousand Five Hundred Dollars and No Cents Dollars (\$ 4,500.00 ), 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:

Monthly installments of \$ 59.47 each beginning the 1st day of September, 1915, with a like installment due and payable on or before the 1st day of each succeeding month thereafter until paid in full.

(B) Also any amount paid out or contracted to be paid, by 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 ten (10) per cent interest from date made, and due on demand.

(C) 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 to 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 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 holder of the indebtedness described in this deed of trust, as well as the proceeds of same may be applied by 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.

WITNESS our signatures, this the 3rd day of August, 1975.

Quincy J. Gunter  
Quincy J. Gunter  
Cathryn J. Gunter  
Cathryn J. Gunter

STATE OF MISSISSIPPI  
COUNTY OF DESOTO

Personally appeared before me, a notary public in and for said county and state, the above named Quincy J. Gunter and Wife, Cathryn J. Gunter, 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 the 3rd day of August, 1975.

My commission expires:  
My Commission Expires Feb. 3, 1979

Bill L. Hollowell  
NOTARY PUBLIC OF MISSISSIPPI, DeSOTO COUNTY  
I certify that the within instrument was filed for record at 9 o'clock and 0 minutes A M. 8 day of Aug 1975 and that the same has been recorded in Book 189 Page 53 records of REAL ESTATE TRUST DEEDS

STATE OF MISSISSIPPI, DESOTO COUNTY  
I certify that the within instrument was filed for record at 9 o'clock 0 minutes A M. 8 day of Aug 1975, and that the same has been recorded in Book 189 Page 53 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 8 day of Aug 1975.

Fees \$ 2.50 pd.

SEAL H. P. Ferguson, CLERK

Assignment of this instrument recorded in  
Real Estate 710 Book  
No. 189 Page 172  
This the 13 day of Aug 1975  
H. J. Ferguson Clerk

~~RECORDED~~ BY AUTHORITY RECORDED IN BOOK  
209 PAGE 257  
THIS 11 DAY OF March 1977  
H. J. Ferguson  
CHANCERY CLERK

DEED OF TRUST

Gullette Builders, Inc. to S&W CONSTRUCTION COMPANY OF TENN., INC., A Tennessee Corporation, duly authorized to do business in the State of Mississippi.

In consideration of \$10.00, in hand paid we convey and warrant to JAMES W. AMOS, TRUSTEE, the following described property in DeSoto County, State of Mississippi, to-wit:

Lot 509, Section C, Bridgetown Subdivision, as shown by the plat recorded in Plat Book 13, Page 42 in the office of the Chancery Clerk of DeSoto County, Mississippi, in Section 23, Township 2, Range 7 West.

This is the first lien on the above described property.

IN TRUST FOR THE FOLLOWING PURPOSES:

I. (A) To secure the payment of the following note or notes in favor of S&W CONSTRUCTION COMPANY OF TENN., INC., A Tennessee Corporation dated even herewith, in the amount of Five Thousand Four Hundred Dollars and No Cents Dollars (\$ 5,400.00 ), 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:

Monthly installments of \$ 71.37 each beginning the First day of September, 1975, with a like installment due and payable on or before the First day of each succeeding month thereafter until paid in full.

(B) Also any amount paid out or contracted to be paid, by 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 ten (10) per cent interest from date made, and due on demand.

(C) 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 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 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 holder of the indebtedness described in this deed of trust, as well as the proceeds of same may be applied by 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.

WITNESS our signatures, this the first day of August, 1975.

Gullette Builders, Inc.  
Gullette Builders, Inc.  
Frank Gullette  
FRANK GULLETTE, PRESIDENT

STATE OF MISSISSIPPI  
COUNTY OF DESOTO

Personally appeared before me, a notary public in and for said county and state, the above named Gullette Builders, Inc. - Frank Gullette, President, 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 the 1st day of August, 1975.

NOTARY PUBLIC  
My commission expires:  
My Commission Expires Feb. 1, 1979

Bell L. Hollowell  
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. 8 day of Aug 1975, and that the same has been recorded in Book 189 Page 55 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 8 day of Aug, 1975.

Fees \$ 2.50 pd.

SEAL H. P. Ferguson, CLERK



PARTIAL RELEASE

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

Lot 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.

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

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

WITNESS the signature of JAMES E. McGEHEE & COMPANY, INC., by its duly authorized officer, this the 5th day of August, 1975.

JAMES E. McGEHEE & COMPANY, INC.

By Harold V. Crase  
Harold V. Crase  
Title Vice President

STATE OF TENNESSEE

COUNTY OF SHELBY

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

GIVEN under my hand and seal of office this the 5th day of August, 1975.



My commission expires:

December 5, 1978

Lynnda Cook  
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 9 o'clock 0 minutes 4 M. 8 day of Aug 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 8 day of Aug 1975.

Fees \$ 2.50 pd.

SEAL H. P. Ferguson CLERK

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST

Class C


STATE OF MISSISSIPPI, }  
DeSoto County. }

KNOW ALL MEN BY THESE PRESENTS: That The Hernando Bank  
of Hernando, Mississippi the beneficiary, does hereby certify that a certain trust deed  
bearing date the 2nd day of April 19 75, made and executed by Norris R. Haynes and wife  
Thelma Darby Haynes of \_\_\_\_\_ to The Hernando Bank  
the above named beneficiary, and recorded in the office of the Chancery Clerk of DeSoto  
County, in the State of Mississippi in Real Estate Trust Deed Record No. 184 on page 451  
of the Record of Trust Deeds, on the 7th day of April, A. D. 19 75, is now fully paid  
and satisfied; and I do hereby authorize the Clerk of the Chancery Court of said Desoto  
County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of  
said County also as provided by law. This the 7th day of Aug., 1975.

The Hernando Bank  
  
A. S. Ballard, Jr., President

STATE OF MISSISSIPPI, }  
DeSoto County. }

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

Given under my hand and seal of office this 7th day of Aug A. D. 19 75  
My Commission Expires: \_\_\_\_\_  
My Commission Expires Jan 17, 1978  
  
Elois M. Barbee

STATE OF MISSISSIPPI, DESOTO COUNTY  
I certify that the within instrument was filed for record at 10 o'clock  
50 minutes A. M. 8 day of August 1975, and that the same has been  
recorded in Book 189 Page 58 records of REAL ESTATE TRUST DEEDS  
of said County.  
Witness my hand and seal this the 8 day of August 1975.  
Fees \$ 2.50 pd.  
SEAL H. P. Ferguson, CLERK

ASSIGNMENT OF DEED OF TRUST

FOR AND IN CONSIDERATION of the sum of One (\$1.00) Dollar and Other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby assign, set over, and transfer unto NORTH MISSISSIPPI SAVINGS & LOAN ASSOCIATION all right, title and interest in and to that certain Deed of Trust executed for the benefit of the undersigned by

S. C. ADAMS, ET UX, BARBARA H. ADAMS

dated August 2, 1975, recorded in Book 188 at Page 625 of the Land Trust Deed Records of DeSoto County, Mississippi, together with a note evidencing the indebtedness secured thereby in the original principal amount of \$ 8,100.00, the principal unpaid balance of which the undersigned warrants to be \$ 8,100.00 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.

This the 7th day of August, 19 75.

S & W CONSTRUCTION COMPANY OF TENN., INC

  
W. C. Jenne, Jr.  
President

STATE OF MISSISSIPPI

COUNTY OF DESOTO

This day personally appeared before the undersigned Notary Public in and for said County and State the within and above named W. C. JENNE, JR., PRESIDENT OF S&W CONSTRUCTION COMPANY OF TENN., INC. who acknowledged that he signed and delivered the foregoing Assignment of Deed of Trust on the day and year therein mentioned.

WITNESS my hand and seal Notarial this 7th day of August, 19 75.

  
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. 7 day of Aug 1975, and that the same has been recorded in Book 189 Page 59 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 8 day of Aug 1975.

Fees \$ 2.50 pd.

SEAL  CLERK

60

ASSIGNMENT OF DEED OF TRUST

FOR AND IN CONSIDERATION of the sum of One (\$1.00) Dollar and Other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby assign, set over, and transfer unto NORTH MISSISSIPPI SAVINGS & LOAN ASSOCIATION all right, title and interest in and to that certain Deed of Trust executed for the benefit of the undersigned by

JOHN P. CASCIO, ET UX, SADIE P. CASCIO

dated July 30, 1975, recorded in Book 188 at Page 631 of the Land Trust Deed Records of DeSoto County, Mississippi, together with a note evidencing the indebtedness secured thereby in the original principal amount of \$ 5,800.00, the principal unpaid balance of which the undersigned warrants to be \$ 5,800.00 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.

This the 7th day of August, 1975.

S & R CONSTRUCTION COMPANY OF TENN., INC.  
  
W. C. Jenne, Jr., President

STATE OF MISSISSIPPI

COUNTY OF DESOTO

This day personally appeared before the undersigned Notary Public in and for said County and State the within and above named W. C. JENNE, JR., PRESIDENT OF S&W CONSTRUCTION COMPANY OF TENN., INC.

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

WITNESS my hand and seal Notarial this 7th day of August, 1975.

  
NOTARY PUBLIC



STATE OF MISSISSIPPI, DESOTO COUNTY  
I certify that the within instrument was filed for record at 4 o'clock 10 minutes P. M. 7 day of August 1975, and that the same has been recorded in Book 189 Page 60 records of REAL ESTATE TRUST DEEDS of said County.  
Witness my hand and seal this the 8 day of August 1975.  
Fees \$ 2.50 pd.  
SEAL H. P. Ferguson CLERK

ASSIGNMENT OF DEED OF TRUST

FOR AND IN CONSIDERATION of the sum of One (\$1.00) Dollar and Other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby assign, set over, and transfer unto NORTH MISSISSIPPI SAVINGS & LOAN ASSOCIATION all right, title and interest in and to that certain Deed of Trust executed for the benefit of the undersigned by

KENNETH R. BURGESS, ET UX, JOANNE BURGESS

dated August 1, 1975, recorded in Book 188 at Page 633 of the Land Trust Deed Records of DeSoto

County, Mississippi, together with a note evidencing the indebtedness secured thereby in the original principal amount of \$ 6,300.00, the principal unpaid balance of which the undersigned warrants to be \$ 6,300.00 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.

This the 7th day of August, 19 75.

S & W CONSTRUCTION COMPANY OF TENN., INC

*[Signature]*

W. C. Jenne, Jr.  
President

STATE OF MISSISSIPPI

COUNTY OF DESOTO

This day personally appeared before the undersigned Notary Public in and for said County and State the within and above named W. C. JENNE, JR., PRESIDENT OF S&W CONSTRUCTION COMPANY OF TENN., INC.

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

WITNESS my hand and seal Notarial this 7th day of August, 19 75.

*[Signature]*  
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. 7 day of Aug 1975, and that the same has been recorded in Book 189 Page 61 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 8 day of Aug 1975.

Fees \$ 2.50 pd.

SEAL *[Signature]* CLERK

62

ASSIGNMENT OF DEED OF TRUST

FOR AND IN CONSIDERATION of the sum of One (\$1.00) Dollar and Other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby assign, set over, and transfer unto NORTH MISSISSIPPI SAVINGS & LOAN ASSOCIATION all right, title and interest in and to that certain Deed of Trust executed for the benefit of the undersigned by

W. GERALD AYERS, ET UX, MATTIE LEE AYERS

dated August 3, 1975, recorded in Book 188 at Page 649 of the Land Trust Deed Records of DeSoto County, Mississippi, together with a note evidencing the indebtedness secured thereby in the original principal amount of \$ 5,400.00, the principal unpaid balance of which the undersigned warrants to be \$ 5,400.00 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.

This the 7th day of August, 1975.

S & W Construction Co. of Tenn., Inc.

W. C. Jenne, Jr. President

STATE OF MISSISSIPPI

COUNTY OF DESOTO

This day personally appeared before the undersigned Notary Public in and for said County and State the within and above named

W. C. JENNE, JR., PRESIDENT OF S&W CONSTRUCTION COMPANY OF TENN., INC.

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

WITNESS my hand and seal Notarial this 7th day of

August, 1975.

John C. Cannon  
NOTARY PUBLIC

My Commission Expires March 3, 1976

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 4 o'clock 0 minutes P. M. 7 day of Aug 1975, and that the same has been recorded in Book 189 Page 62 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 8 day of Aug 1975.

Fees \$ 2.50 pd.

SEAL H. P. Teran

ASSIGNMENT OF DEED OF TRUST

FOR AND IN CONSIDERATION of the sum of One (\$1.00) Dollar and Other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby assign, set over, and transfer unto NORTH MISSISSIPPI SAVINGS & LOAN ASSOCIATION all right, title and interest in and to that certain Deed of Trust executed for the benefit of the undersigned by

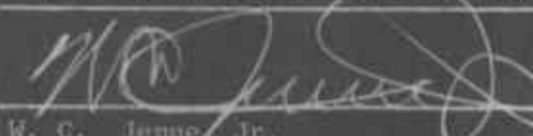
ERNEST F. APPLE, ET UX, MARTHA O. APPLE

dated August 1, 1975, recorded in Book 188 at Page 637 of the Land Trust Deed Records of DeSoto County, Mississippi, together with a note evidencing the indebtedness secured thereby in the original principal amount of \$ 4,000.00, the principal unpaid balance of which the undersigned warrants to be \$ 4,000.00 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.

This the 7th day of August, 19 75.

S & W CONSTRUCTION COMPANY OF TENN., INC

  
W. C. Jenne, Jr.  
President

STATE OF MISSISSIPPI

COUNTY OF DESOTO

This day personally appeared before the undersigned Notary Public in and for said County and State the within and above named W. C. JENNE, JR., PRESIDENT OF S&W CONSTRUCTION COMPANY OF TENN., INC. who acknowledged that he signed and delivered the foregoing Assignment of Deed of Trust on the day and year therein mentioned.

WITNESS my hand and seal Notarial this 7th day of August, 19 75.

  
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. 7 day of Aug 1975, and that the same has been recorded in Book 189 Page 63 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 8 day of Aug 1975.

Fee \$ 2.50 pd.

SEAL H. P. Ferguson CLERK

ASSIGNMENT OF DEED OF TRUST

FOR AND IN CONSIDERATION of the sum of One (\$1.00) Dollar and Other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby assign, set over, and transfer unto NORTH MISSISSIPPI SAVINGS & LOAN ASSOCIATION all right, title and interest in and to that certain Deed of Trust executed for the benefit of the undersigned by

ROBERT ANTON CARLSON, ET UX, MELISSA WADE CARLSON

dated August 3, 1975, recorded in Book 188 at Page 627 of the Land Trust Deed Records of DeSoto County, Mississippi, together with a note evidencing the indebtedness secured thereby in the original principal amount of \$ 6,100.00, the principal unpaid balance of which the undersigned warrants to be \$ 6,100.00 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.

This the 7th day of August, 1975.

S & W CONSTRUCTION COMPANY OF TENN., INC

*[Signature]*

W. C. Jenne, Jr.  
President

STATE OF MISSISSIPPI

COUNTY OF DESOTO

This day personally appeared before the undersigned Notary Public in and for said County and State the within and above named

W. C. JENNE, JR., PRESIDENT OF S&W CONSTRUCTION COMPANY OF TENN., INC.

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

WITNESS my hand and seal Notarial this 7th day of August, 1975.

*[Signature]*  
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. 7 day of Aug 1975, and that the same has been recorded in Book 189 Page 64 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 8 day of Aug 1975.

Fees \$ 2.50 pd.

CF&T

*[Signature]*



ASSIGNMENT OF DEED OF TRUST

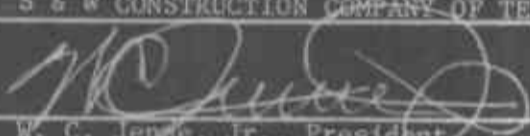
FOR AND IN CONSIDERATION of the sum of One (\$1.00) Dollar and Other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby assign, set over, and transfer unto NORTH MISSISSIPPI SAVINGS & LOAN ASSOCIATION all right, title and interest in and to that certain Deed of Trust executed for the benefit of the undersigned by

HAROLD D. CROOK, ET UX, FRANCES S. CROOK

dated August 2, 1975, recorded in Book 188 at Page 653 of the Land Trust Deed Records of DeSoto County, Mississippi, together with a note evidencing the indebtedness secured thereby in the original principal amount of \$ 6,300.00, the principal unpaid balance of which the undersigned warrants to be \$ 6,300.00 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.

This the 7th day of August, 1975.

S & W CONSTRUCTION COMPANY OF TENN., INC.  
  
W. C. Jenne, Jr., President

STATE OF MISSISSIPPI

COUNTY OF DESOTO

This day personally appeared before the undersigned Notary Public in and for said County and State the within and above named W. C. JENNE, JR., PRESIDENT OF S&W CONSTRUCTION COMPANY OF TENN., INC.

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

WITNESS my hand and seal Notarial this 7th day of August, 1975.

  
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. 7 day of Aug 1975, and that the same has been recorded in Book 187 Page 65 records of REAL ESTATE TRUST DEEDS of said County.  
Witness my hand and seal this the 8 day of Aug 1975.  
Fees \$ 2.50 pd.  
SEAL H. P. Ferguson CLERK

66

ASSIGNMENT OF DEED OF TRUST

FOR AND IN CONSIDERATION of the sum of One (\$1.00) Dollar and Other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby assign, set over, and transfer unto NORTH MISSISSIPPI SAVINGS & LOAN ASSOCIATION all right, title and interest in and to that certain Deed of Trust executed for the benefit of the undersigned by

EUGENE S. CRAIG, ET UX, HARRIET K. CRAIG

dated July 30, 1975, recorded in Book 188 at Page 647

of the Land Trust Deed Records of DeSoto County, Mississippi, together with a note evidencing the indebtedness secured thereby in the original principal amount of \$ 5,800.00

the principal unpaid balance of which the undersigned warrants to be \$ 5,800.00 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.

This the 7th day of August, 1975.

S E W CONSTRUCTION COMPANY OF TENN., INC.

[Signature]  
W. C. Jenne, Jr., President

STATE OF MISSISSIPPI

COUNTY OF DESOTO

This day personally appeared before the undersigned Notary Public in and for said County and State the within and above named

W. C. JENNE, JR., PRESIDENT OF S&W CONSTRUCTION COMPANY OF TENN., INC.

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

WITNESS my hand and seal Notarial this 7th day of August, 1975.

[Signature]  
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. 7 day of Aug 1975, and that the same has been recorded in Book 189 Page 66 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 8 day of Aug 1975.

Fees \$ 2.50 pd.

SEAL [Signature], CLERK

ASSIGNMENT OF DEED OF TRUST

FOR AND IN CONSIDERATION of the sum of One (\$1.00) Dollar and Other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby assign, set over, and transfer unto NORTH MISSISSIPPI SAVINGS & LOAN ASSOCIATION all right, title and interest in and to that certain Deed of Trust executed for the benefit of the undersigned by

ERNEST E. COFFEE, ET UX, THELMA S. COFFEE

dated July 31, 1975, recorded in Book 188 at Page 641 of the Land Trust Deed Records of DeSoto County, Mississippi, together with a note evidencing the indebtedness secured thereby in the original principal amount of \$ 5,200.00, the principal unpaid balance of which the undersigned warrants to be \$ 5,200.00 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.

This the 7th day of August, 1975.

S & W CONSTRUCTION COMPANY OF TENN., INC

[Signature of W. C. Jenne, Jr.]  
W. C. Jenne, Jr.  
President

STATE OF MISSISSIPPI  
COUNTY OF DESOTO

This day personally appeared before the undersigned Notary Public in and for said County and State the within and above named W. C. JENNE, JR., PRESIDENT OF S&W CONSTRUCTION COMPANY OF TENN., INC. who acknowledged that he signed and delivered the foregoing Assignment of Deed of Trust on the day and year therein mentioned.

WITNESS my hand and seal Notarial this 7th day of August, 1975.

[Signature of Notary Public]  
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. 7 day of Aug 1975, and that the same has been recorded in Book 189 Page 67 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 8 day of Aug 1975.  
Fees \$2.50 pd.

SEAL [Signature of H. P. Ferguson] CLERK

ASSIGNMENT OF DEED OF TRUST

FOR AND IN CONSIDERATION of the sum of One (\$1.00) Dollar and Other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby assign, set over, and transfer unto NORTH MISSISSIPPI SAVINGS & LOAN ASSOCIATION all right, title and interest in and to that certain Deed of Trust executed for the benefit of the undersigned by

ERNEST E. COFFEE, ET UX, THELMA S. COFFEE

dated July 31, 1975, recorded in Book 188 at Page 639 of the Land Trust Deed Records of DeSoto County, Mississippi, together with a note evidencing the indebtedness secured thereby in the original principal amount of \$ 4,900.00, the principal unpaid balance of which the undersigned warrants to be \$ 4,900.00 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.

This the 7th day of August, 1975.

S & W CONSTRUCTION COMPANY OF TENN., INC

  
W. C. Jenne, Jr.  
President

STATE OF MISSISSIPPI

COUNTY OF DESOTO

This day personally appeared before the undersigned Notary Public in and for said County and State the within and above named W. C. JENNE, JR., PRESIDENT OF S&W CONSTRUCTION COMPANY OF TENN., INC.

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

WITNESS my hand and seal Notarial this 7th day of August, 1975.

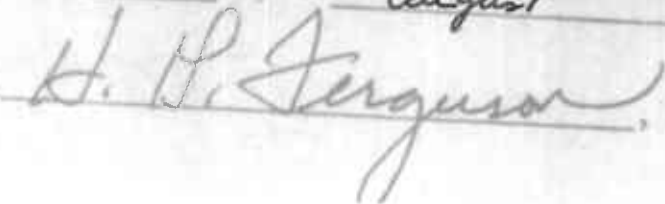
  
NOTARY PUBLIC



STATE OF MISSISSIPPI, DESOTO COUNTY  
I certify that the within instrument was filed for record at 4 o'clock no minutes 2 P. M. 7 day of August 1975, and that the same has been recorded in Book 189 Page 68 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 8 day of August 1975.

Fees \$ 2.50 pd.

SEAL , CLERK

ASSIGNMENT OF DEED OF TRUST

FOR AND IN CONSIDERATION of the sum of One (\$1.00) Dollar and Other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby assign, set over, and transfer unto NORTH MISSISSIPPI SAVINGS & LOAN ASSOCIATION all right, title and interest in and to that certain Deed of Trust executed for the benefit of the undersigned by

CHARLES R. LEPPERT, ET UX, EVELYN V. LEPPERT

dated July 31, 1975, recorded in Book 188 at Page 655 of the Land Trust Deed Records of DeSoto County, Mississippi, together with a note evidencing the indebtedness secured thereby in the original principal amount of \$ 5,800.00, the principal unpaid balance of which the undersigned warrants to be \$ 5,800.00 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.

This the 7th day of August, 1975.

S & W CONSTRUCTION COMPANY OF TENN., INC.

*[Signature]*

W. C. Jenne, Jr., President

STATE OF MISSISSIPPI

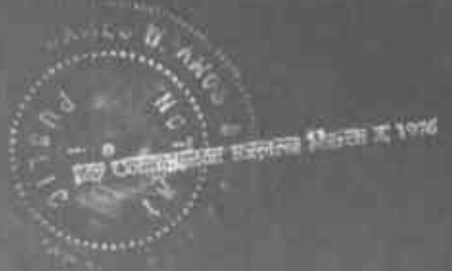
COUNTY OF DESOTO

This day personally appeared before the undersigned Notary Public in and for said County and State the within and above named W. C. JENNE, JR., PRESIDENT OF S&W CONSTRUCTION COMPANY OF TENN., INC.

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

WITNESS my hand and seal Notarial this 7th day of August, 1975.

*[Signature]*  
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. 7 day of Aug 1975, and that the same has been recorded in Book 188 Page 69 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 8 day of Aug 1975.

Fees \$ 2.50 pd.

SEAL *[Signature]* CLERK

ASSIGNMENT OF DEED OF TRUST

FOR AND IN CONSIDERATION of the sum of One (\$1.00) Dollar and Other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby assign, set over, and transfer unto NORTH MISSISSIPPI SAVINGS & LOAN ASSOCIATION all right, title and interest in and to that certain Deed of Trust executed for the benefit of the undersigned by

KEN F. DOSTER, SR., ET UX, JOYCE R. DOSTER

dated August 2, 1975, recorded in Book 188 at Page 623 of the Land Trust Deed Records of DeSoto County, Mississippi, together with a note evidencing the indebtedness secured thereby in the original principal amount of \$ 4,000.00, the principal unpaid balance of which the undersigned warrants to be \$ 4,000.00 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.

This the 7th day of August, 19 75.

S & W CONSTRUCTION COMPANY OF TENN., INC

[Signature]  
W. C. Jenne, Jr.  
President

STATE OF MISSISSIPPI

COUNTY OF DESOTO

This day personally appeared before the undersigned Notary Public in and for said County and State the within and above named W. C. JENNE, JR., PRESIDENT OF S&W CONSTRUCTION COMPANY OF TENN., INC.

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

WITNESS my hand and seal Notarial this 7th day of August, 19 75.

[Signature]  
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. 7 day of Aug 1975, and that the same has been recorded in Book 188 Page 70 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 8 day of Aug 1975.

Fees \$2.50 pd.

SEAL [Signature] CLERK

ASSIGNMENT OF DEED OF TRUST

FOR AND IN CONSIDERATION of the sum of One (\$1.00) Dollar and Other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby assign, set over, and transfer unto NORTH MISSISSIPPI SAVINGS & LOAN ASSOCIATION all right, title and interest in and to that certain Deed of Trust executed for the benefit of the undersigned by

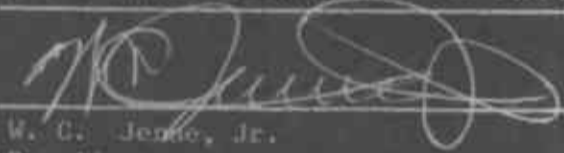
DALE DANVER, ET UX, BARBARA J. DANVER

dated August 4, 1975, recorded in Book 188 at Page 629 of the Land Trust Deed Records of DeSoto County, Mississippi, together with a note evidencing the indebtedness secured thereby in the original principal amount of \$ 13,500.00, the principal unpaid balance of which the undersigned warrants to be \$ 13,500.00 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.

This the 7th day of August, 1975.

S & W CONSTRUCTION COMPANY OF TENN., INC



W. C. Jenne, Jr.  
President

STATE OF MISSISSIPPI

COUNTY OF DESOTO

This day personally appeared before the undersigned Notary Public in and for said County and State the within and above named W. C. JENNE, JR., PRESIDENT OF S&W CONSTRUCTION COMPANY OF TENN., INC. who acknowledged that he signed and delivered the foregoing Assignment of Deed of Trust on the day and year therein mentioned.

WITNESS my hand and seal Notarial this 7th day of August, 1975.

  
NOTARY PUBLIC



STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 4 o'clock no minutes 7 P. M. 7 day of August 1975, and that the same has been recorded in Book 189 Page 71 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 8 day of August 1975.

Fees \$ 2.50 pd.

SEAL H. P. Ferguson, CLERK

72

ASSIGNMENT OF DEED OF TRUST

FOR AND IN CONSIDERATION of the sum of One (\$1.00) Dollar and Other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby assign, set over, and transfer unto NORTH MISSISSIPPI SAVINGS & LOAN ASSOCIATION all right, title and interest in and to that certain Deed of Trust executed for the benefit of the undersigned by

JOHN L. MONCRIEF, ET UX, CHARLOTTE K. MONCRIEF

dated July 25, 1975, recorded in Book 188 at Page 645 of the Land Trust Deed Records of DeSoto County, Mississippi, together with a note evidencing the indebtedness secured thereby in the original principal amount of \$ 6,300.00, the principal unpaid balance of which the undersigned warrants to be \$ 6,300.00 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.

This the 7th day of August, 1975.

S & W CONSTRUCTION COMPANY OF TENN., INC

  
W. C. Jenne, Jr.  
President

STATE OF MISSISSIPPI

COUNTY OF DESOTO

This day personally appeared before the undersigned Notary Public in and for said County and State the within and above named

W. C. JENNE, JR., PRESIDENT OF S&W CONSTRUCTION COMPANY OF TENN., INC.

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

WITNESS my hand and seal Notarial this 7th day of August, 1975.

  
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. 7 day of Aug 1975, and that the same has been recorded in Book 189 Page 72 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 8 day of Aug 1975.

Fees \$ 2.50 pd.

SEAL H. P. Ferguson, CLERK



ASSIGNMENT OF DEED OF TRUST

FOR AND IN CONSIDERATION of the sum of One (\$1.00) Dollar and Other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby assign, set over, and transfer unto NORTH MISSISSIPPI SAVINGS & LOAN ASSOCIATION all right, title and interest in and to that certain Deed of Trust executed for the benefit of the undersigned by

ABRAHAM L. RICE, ET UX, GERTRUDES C. RICE

dated August 2, 1975, recorded in Book 188 at Page 651 of the Land Trust Deed Records of DeSoto County, Mississippi, together with a note evidencing the indebtedness secured thereby in the original principal amount of \$ 5,800.00, the principal unpaid balance of which the undersigned warrants to be \$ 5,800.00 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.

This the 7th day of August, 1975.

S & W CONSTRUCTION COMPANY OF TENN., INC.

*W. C. Jerne, Jr.*

W. C. Jerne, Jr. President

STATE OF MISSISSIPPI

COUNTY OF DeSoto

This day personally appeared before the undersigned Notary Public in and for said County and State the within and above named W. C. JERNE, JR., PRESIDENT OF S&W CONSTRUCTION COMPANY OF TENN., INC. who acknowledged that he signed and delivered the foregoing Assignment of Deed of Trust on the day and year therein mentioned.

WITNESS my hand and seal Notarial this 7th day of August, 1975.

*J. C. Am...*  
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. 7 day of Aug 1975, and that the same has been recorded in Book 188 Page 73 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 8 day of Aug 1975.  
Fees \$ 2.50 pd.

SEAL *H. P. Ferguson*, CLERK

74

ASSIGNMENT OF DEED OF TRUST

FOR AND IN CONSIDERATION of the sum of One (\$1.00) Dollar and Other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby assign, set over, and transfer unto NORTH MISSISSIPPI SAVINGS & LOAN ASSOCIATION all right, title and interest in and to that certain Deed of Trust executed for the benefit of the undersigned by

GEORGE L. RUSSOM, JR., ET UX, MARY E. RUSSOM

dated August 1, 1975, recorded in Book 188 at Page 657 of the Land Trust Deed Records of DeSoto County, Mississippi, together with a note evidencing the indebtedness secured thereby in the original principal amount of \$ 6,700.00, the principal unpaid balance of which the undersigned warrants to be \$ 6,700.00 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.

This the 7th day of August, 19 75.

S & W CONSTRUCTION COMPANY OF TENN., INC

  
W. C. Jenne, Jr.  
President

STATE OF MISSISSIPPI

COUNTY OF DESOTO

This day personally appeared before the undersigned Notary Public in and for said County and State the within and above named W. C. JENNE, JR., PRESIDENT OF S&W CONSTRUCTION COMPANY OF TENN., INC.

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

WITNESS my hand and seal Notarial this 7th day of

August, 19 75.

  
NOTARY PUBLIC

  
NOTARY PUBLIC  
My Commission Expires March 5, 1978

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 4 o'clock 0 minutes P M. 7 day of Aug 1975, and that the same has been recorded in Book 189 Page 74 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 8 day of Aug 1975.

Fees \$ 2.50 pd.

SEAL

  
CLERK

ASSIGNMENT OF DEED OF TRUST

FOR AND IN CONSIDERATION of the sum of One (\$1.00) Dollar and Other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby assign, set over, and transfer unto NORTH MISSISSIPPI SAVINGS & LOAN ASSOCIATION all right, title and interest in and to that certain Deed of Trust executed for the benefit of the undersigned by

CHARLES B. SHEPARD, JR., ET UX, GLORIA A. SHEPARD

dated July 27, 1975, recorded in Book 188 at Page 659 of the Land Trust Deed Records of DeSoto County, Mississippi, together with a note evidencing the indebtedness secured thereby in the original principal amount of \$ 4,400.00, the principal unpaid balance of which the undersigned warrants to be \$ 4,400.00 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.

This the 7th day of August, 1975.

S & W CONSTRUCTION COMPANY OF TENN., INC

*W. C. Jenne, Jr.*  
\_\_\_\_\_  
W. C. Jenne, Jr.  
President

STATE OF MISSISSIPPI

COUNTY OF DESOTO

This day personally appeared before the undersigned Notary Public in and for said County and State the within and above named W. C. JENNE, JR., PRESIDENT OF S&W CONSTRUCTION COMPANY OF TENN., INC.

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

WITNESS my hand and seal Notarial this 7th day of August, 1975.

*Ja C. Com*  
\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires March 3, 1976

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 4 o'clock 0 minutes P M. 7 day of Aug 1975, and that the same has been recorded in Book 189 Page 75 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 8 day of Aug 1975.

Fees \$2.00 pd.

SEAL *H. P. Ferguson* CLERK

76

ASSIGNMENT OF DEED OF TRUST

FOR AND IN CONSIDERATION of the sum of One (\$1.00) Dollar and Other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby assign, set over, and transfer unto NORTH MISSISSIPPI SAVINGS & LOAN ASSOCIATION all right, title and interest in and to that certain Deed of Trust executed for the benefit of the undersigned by

CARL M. STREET, ET UX, HAZEL M. STREET

dated July 29, 1975, recorded in Book 188 at Page 621 of the Land Trust Deed Records of DeSoto County, Mississippi, together with a note evidencing the indebtedness secured thereby in the original principal amount of \$6,300.00, the principal unpaid balance of which the undersigned warrants to be \$ 6,300.00 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.

This the 7th day of August, 19 75.

S & W CONSTRUCTION COMPANY OF TENN., INC

  
W. C. Jenne, Jr.  
President

STATE OF MISSISSIPPI

COUNTY OF DESOTO

This day personally appeared before the undersigned Notary Public in and for said County and State the within and above named W. C. JENNE, JR., PRESIDENT OF S&W CONSTRUCTION COMPANY OF TENN., INC.

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

WITNESS my hand and seal Notarial this 7th day of August, 19 75.

  
NOTARY PUBLIC

  
My Commission Expires March 3, 1978

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 4 o'clock P. M. 7 day of Aug 1975, and that the same has been recorded in Book 189 Page 76 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 8 day of Aug 1975.

Fees \$ 2.50 pd.

SEAL H. P. Ferguson, CLERK

ASSIGNMENT OF DEED OF TRUST

FOR AND IN CONSIDERATION of the sum of One (\$1.00) Dollar and Other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby assign, set over, and transfer unto NORTH MISSISSIPPI SAVINGS & LOAN ASSOCIATION all right, title and interest in and to that certain Deed of Trust executed for the benefit of the undersigned by

Bobby G. Stokes, et ux, Ramona L. Stokes  
dated July 28, 1975, recorded in Book 188 at Page 635  
of the Land Trust Deed Records of DeSoto  
County, Mississippi, together with a note evidencing the indebtedness secured thereby in the original principal amount of \$ 6,300.00, the principal unpaid balance of which the undersigned warrants to be \$ 6,300.00 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.

This the 7th day of August, 19 75.

S & W CONSTRUCTION COMPANY OF TENN., INC



W. C. Jenne, Jr.  
President

STATE OF MISSISSIPPI

COUNTY OF DESOTO

This day personally appeared before the undersigned Notary Public in and for said County and State the within and above named W. C. JENNE, JR., PRESIDENT OF S&W CONSTRUCTION COMPANY OF TENN., INC.

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

WITNESS my hand and seal Notarial this 7th day of August, 19 75.

  
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. 7 day of Aug 1975, and that the same has been recorded in Book 1889 Page 77 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 8 day of Aug 1975.

Fee \$ 2.50 pd.

SEAL H. P. Ferguson CLERK

ASSIGNMENT OF DEED OF TRUST

FOR AND IN CONSIDERATION of the sum of One (\$1.00) Dollar and Other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby assign, set over, and transfer unto NORTH MISSISSIPPI SAVINGS & LOAN ASSOCIATION all right, title and interest in and to that certain Deed of Trust executed for the benefit of the undersigned by

KIRAN B. PATEL, ET UX, HEKHA K. PATEL

dated August 2, 1975, recorded in Book 188 at Page 647 of the Land Trust Deed Records of DeSoto County, Mississippi, together with a note evidencing the indebtedness secured thereby in the original principal amount of \$ 5,800.00, the principal unpaid balance of which the undersigned warrants to be \$ 5,800.00 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.

This the 7th day of August, 1975.

S & W CONSTRUCTION COMPANY OF TENN., INC.

W. C. Jenne, Jr., President

STATE OF MISSISSIPPI

COUNTY OF DESOTO

This day personally appeared before the undersigned Notary Public in and for said County and State the within and above named W. C. JENNE, JR., PRESIDENT OF SAW CONSTRUCTION COMPANY OF TENN., INC.

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

WITNESS my hand and seal Notarial this 7th day of August, 1975.

James W. [Signature]  
NOTARY PUBLIC



STATE OF MISSISSIPPI, DESOTO COUNTY  
I certify that the within instrument was filed for record at 4 o'clock P. M. 7 day of Aug 1975, and that the same has been recorded in Book 189 Page 78 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 8 day of Aug 1975.  
Fees \$ 2.50 pd.

SEAL H. P. Ferguson, CLERK

DEED OF TRUST

THIS DEED OF TRUST is made this 1st day of August, 1975, among the Grantor, DON SCHILLACI AND WIFE, CONNIE SCHILLACI (being one and the same as Don J. Schillaci and wife, Connie E. Schillaci) Frank A. Riley (herein "Borrower"), and the Beneficiary, BANK OF MISSISSIPPI, TUPELO, MISSISSIPPI (herein "Trustee"), organized and existing under the laws of MISSISSIPPI, a corporation whose address is (herein "Lender").

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

Lot 15, Riviera Estates Subdivision, located in the Town of Hernando in Section 13, Township 3, Range 8 West, DeSoto County, Mississippi, as shown on plat recorded in Plat Book 10, Page 26 in the Office of the Chancery Clerk of said county, to which plat reference is hereby made for a more particular description.

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 one thousand eight hundred fifty and 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 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.

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

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

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

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

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

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

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

Don J. Schillaci  
Don Schillaci —Borrower

Connie E. Schillaci  
Connie Schillaci —Borrower

Property Address \_\_\_\_\_  
COUNTY SS: \_\_\_\_\_

STATE OF MISSISSIPPI, DESOTO  
Personally appeared before me, the undersigned authority in and for said County and State, the within named DON SCHILLACI AND WIFE, CONNIE SCHILLACI 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 1st day of August, A.D., 1975.



Notary Public

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

STATE OF MISSISSIPPI, DESOTO COUNTY  
I certify that the within instrument was filed for record at 11 o'clock 30 minutes A M. 7 day of Aug 1975, and that the same has been recorded in Book 189 Page 79 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 8 day of Aug 1975.

Fees \$ 5.00 nd.

SEAL H. P. Ferguson, CLERK

Cancelled Assignment  
CANCELLED BY AUTHORITY RECORDED IN BOOK  
189 PAGE 83  
THIS 8 DAY OF August 1975  
H. P. Ferguson  
CHANCERY CLERK

ORDER TO CLERK TO CANCEL ASSIGNMENT

STATE OF OHIO  
COUNTY OF HAMILTON

KNOW ALL MEN BY THESE PRESENTS: That I. D. Weed, Vice President of WESTERN AND SOUTHERN LIFE INSURANCE COMPANY does hereby certify that a certain Assignment bearing date the 24th day of November 19 72, made and executed by Max B. Ostner, Jr. of JAMES E. McGEHEE AND COMPANY, INC. and recorded in the office of the Chancery Clerk of DeSoto County, in the State of Mississippi in Real Estate Trust Deed Record No. 150, on Page 689, of the Record of Trust Deeds, on the 27th day of November, A.D. 19 72 is now cancelled; and I do hereby authorize the Clerk of the Chancery Court of said DeSoto County to cancel said instrument upon the Deed of Trust records of DeSoto County, Mississippi.

THIS THE 30th day of July, 1975.

ATTEST:  
Wendall Sullivan, Asst. Secretary

WESTERN AND SOUTHERN LIFE INSURANCE COMPANY  
By I. D. Weed, Vice President (office)

STATE OF OHIO  
COUNTY OF HAMILTON

This day personally appeared before me, the undersigned authority of law in and for the jurisdiction aforesaid, the within named I. D. Weed, Vice President of WESTERN AND SOUTHERN LIFE INSURANCE COMPANY, who acknowledged that he signed and delivered the above and foregoing Order to Clerk to Cancel Assignment on the day and date therein mentioned as the act and deed of said corporation, after first being duly authorized so to do.

GIVEN under my hand and official seal of office this the 30th day of July, 1975.

My commission expires:

NOTARY PUBLIC  
RALPH F. ELLIS, Attorney at Law  
Notary Public, State of Ohio  
My commission has no expiration date. Section 147.03 R. C.

STATE OF MISSISSIPPI, DESOTO COUNTY  
I certify that the within instrument was filed for record at 4 o'clock 0 minutes P M. 7 day of Aug 1975, and that the same has been recorded in Book 189 Page 83 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 8 day of Aug 1975.

Fees \$ 2.50 pd.

SEAL H. P. Ferguson CLERK

84

Paid, Satisfied and Cancelled

This 28 day of Aug 19 75

Security Bank of Hernando  
by Maria S. Puelker

Attest

H. P. Ferguson  
Clerk

BY: M. Puelker

FOR REAL ESTATE, CHATTEL OR BOTH

Ray Richardson, et ux

To DEED OF TRUST  
Security Bank of Hernando

THIS INDENTURE, Made this 2nd day of August 19 75  
between Ray Richardson and wife, Laville Richardson

and Security Bank of Hernando of the first part,  
of the second part,

WITNESSETH, That whereas, said part ies of the first part, being indebted to the said part y of the second part in the sum of Two Thousand Five Hundred Thirty-Nine Dollars

& 80/100 (\$2,539.80) evidenced by a promissory note of even date, bearing 10% interest from maturity, due and repayable in 36 equal monthly installments of \$70.55 each, first of said installments shall be due September 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 1975, not to exceed the amount of the same when due. Therefore, in consideration of the premises, and of the sum of One Dollar to the part ies of the first part loaned, and sold to the said Trustee the following described property, located in the County of DeSoto, and state of Mississippi, viz: All of the agricultural products of every kind that may be raised on the land and all the crops of every kind to be grown by the party of the first part, either as landlord or tenant or otherwise, during the year 1975 on the land that may be cultivated, or cause to be cultivated, as landlord or tenant and all farming implements of every kind and

A part of the Southwest Quarter of Section 17, Township 2, Range 7 WEst described as beginning at a point in the south line of Section 17, Township 2, Range 7 West, said point being 742.74 feet east of southwest corner of said Section; thence North 5 degrees 45 minutes West 440.17 feet to an iron pin; thence North 84 degrees 30 minutes East 198.40 feet to an iron pin; thence South 5 degrees 45 minutes East 438.24 feet to a point in the South line of said Section; thence South 83 degrees 56 minutes West along said South line 198.40 feet to the point of beginning, and containing 2.0 acres, more or less. All bearings are magnetic. Said 2.0 acres being a part of the land conveyed by J. D. Brown to Sam Richardson, et ux by Warranty Deed dated October 8, 1954, recorded in Book 40, Page 554 of the deed records of DeSoto County.

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

Should the Trustee at any time believe said property, or any part thereof, endangered as a security for said debt, he may then forthwith take possession of said property and sell the same as herein below directed. Should the part ies at the first part promptly pay the above stated indebtedness on or before the 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 its assigns or legal representatives, can at any time appoint a Trustee to act in his stead.

Witness OUR signature on the date written above.  
Witness: [Signatures]

STATE OF MISSISSIPPI, DeSOTO COUNTY

Personally appeared before me the undersigned authority  
Ray Richardson and wife, Laville Richardson of said County, the wife named

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

Given under my hand and official seal, this 2nd day of August 19 75

My Commission Expires: April 15, 1977

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. 7 day of Aug 1975, and that the same has been recorded in Book 187 Page 84 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 8 day of Aug 1975.

Fees \$ 2.50 pd.

SEAL H. P. Ferguson, CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK  
248 Page 610  
THIS 12 day of Sept. 1975  
H. B. Ferguson  
CHANCERY CLERK

This Indenture, made by and between Martin T. Crouch and wife,  
Martha Rivers Crenshaw Crouch,

party of the first part; Richard J. Lee party of the second part, as Trustee; and  
Robert M. Rogers and wife, Beckie Rogers

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 21, Summerset View Subdivision, Second Addition, in Section 35, Township 1, Range 7 West as shown by plat of record in Plat Book 5, Page 24 in the office of the Chancery Clerk of DeSoto County, Mississippi.

This conveyance is made in trust, however, to secure the payment of \$ 3,000.00, evidenced by the following promissory notes of even date herewith:

A monthly installment amortized note in the amount of Three Thousand Dollars (\$3,000.00) bearing eight (8) per cent interest, payable in forty eight (48) successive monthly installments of \$73.24 each, beginning August 1, 1975.

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

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

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

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

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

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

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

Witness the signature of the party of the first part, on this the 31st day of July, 1975

\_\_\_\_\_  
\_\_\_\_\_  
Martin T. Crouch  
Martha Rivers Crenshaw Crouch

A. L. PRESSGROVE, JR.  
ATTORNEY AT LAW  
1369 STATE LINE ROAD  
SOUTHHAVEN, MISSISSIPPI 38671

STATE OF MISSISSIPPI  
COUNTY OF DESOTO

Personally appeared before me, the undersigned Notary Public, in and for the State and County aforesaid, the within named Martin T. Crouch and wife, Martha Rivers Crenshaw Crouch 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 31st day of July, 1975

My Commission Expires:  
April 20, 1976.

A. L. Pressgrove Jr.  
Notary Public.

Compliments of

**Deed Company**  
P.O. PHONE 325-4243  
TENNESSEE - 38103

**DEED**

H, et ux

Trustee  
US, et ux

Notary  
ex-officio Recorder for the  
do hereby certify that the  
was filed for record in my

clock A.M., and has been  
at Deed Record

official seal, this

19

Clerk.

is the only guaranteed  
cal estate title losses.

3-5071

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 Aug 1975, and that the same has been  
recorded in Book 189 Page 85 records of REAL ESTATE TRUST DEEDS  
of said County.

Witness my hand and seal this the 8 day of Aug 1975.

Fees \$ 3.50 pd.

SEAL H. P. Ferguson, CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK  
213 PAGE 424  
THIS 8 DAY OF July 1977  
H. J. Ferguson  
CHANCERY CLERK

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

### DEED OF TRUST LAND

THIS INDENTURE, this day made and entered into between BILL J. SPENCE, W. H. SPENCE, JON A. REEVES, COLLEEN G. ENGEL, LARRY M. JONES, JAMES C. ROBBINS, AND JERRY A. TRUITT

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 SEVENTY THOUSAND AND 00/100 DOLLARS (\$ 70,000.00 ) evidenced by one promissory note of even date herewith in favor of the beneficiary, bearing interest at the rate of 10 per centum per annum after date , providing for the payment of attorney's fees in case of default and being due and payable as follows, to-wit:

Due and payable on or before the 4th day of August, 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:

Partial Release of this Instrument Recorded in  
Real Estate T/D Book  
No 207 Page 251  
The 5 day of Jan 19 77  
H. J. Ferguson Clerk

10.01 acres, more or less in Section 32, Township 1 South, Range 7 West, DeSoto County, Mississippi, described as commencing at a point recognized as the Southeast Corner of Section 32, Township 1 South, Range 7 West, DeSoto County, Mississippi; thence North 89 degrees 44 minutes 24 seconds West, 3630.00 feet to an iron pin; thence North 00 degrees 22 minutes 57 seconds West, 610.79 feet to a point, said point being the point of beginning; thence North 86 degrees 43 minutes 17 seconds East 593.78 feet to a point (iron pin set 25.19 feet North of the Southeast Corner); thence North 03 degrees 44 minutes 07 seconds East, 680.10 feet to an iron pin; thence North 88 degrees 26 minutes 12 seconds West 264.18 feet to an iron pin; thence North 86 degrees 33 minutes 52 seconds West 203.47 feet to an iron pin; thence South 89 degrees 35 minutes 51 seconds West 174.82 feet to an iron pin; thence South 00 degrees 22 minutes 57 seconds East 730.80 feet to a point (iron pin set 25.03 feet North of the Southwest corner) being the point of beginning, containing 10.01 acres, more or less.

All bearings referenced to true North.

10.03 acres, more or less in Section 32, Township 1 South, Range 7 West, DeSoto County, Mississippi, described as commencing at a point recognized as the Southeast Corner of Section 32, Township 1 South, Range 7 West, DeSoto County, Mississippi; thence North 89 degrees 44 minutes 24 seconds West, 2900.00 feet to an iron pin being the point of beginning; thence North 89 degrees 44 minutes 24 seconds West 730.00 feet to an iron pin; thence North 00 degrees 22 minutes 57 seconds West 610.79 feet to a point (iron pin set 25.03 feet South of Northwest Corner); thence North 86 degrees 43 minutes 17 seconds East 652.99 feet to a point (iron pin set 25.06 feet Southeast of the Northeast corner); thence South 07 degrees 11 minutes 11 seconds East 656.59 feet to an iron pin being the point of beginning, containing 10.03 acres, more or less.

All bearings referenced to true North.

10.03 acres, more or less in Section 32, Township 1 South, Range 7 West, DeSoto County, Mississippi, described as commencing at a point recognized as the Southeast Corner of Section 32, Township 1 South, Range 7 West, DeSoto County, Mississippi; thence North 89 degrees 44 minutes 24 seconds West 2289.34 feet to an iron pin being the point of beginning; thence North 89 degrees 44 minutes 24 seconds West 610.66 feet to an iron pin; thence North 07 degrees 11 minutes 11 seconds West 656.59 feet to a point (iron pin set 25.06 feet Southeast of the Northwest corner); thence North 86 degrees 43 minutes 17 seconds East 285.41 feet to a point; thence along a circular curve whose central angle is 02 degrees 09 minutes 46 seconds Right; radius is 2648.86 feet; arc length is 99.98 feet; to a point; thence North 86 degrees 53 minutes 03 seconds East 308.00 feet to a point (iron pin set 25 feet South of the Northeast corner); thence South 680.36 feet to an iron pin being the point of beginning, containing 10.03 acres, more or less.

All bearings referenced to true North.

10.03 acres, more or less in Section 32, Township 1 South, Range 7 West, DeSoto County, Mississippi, described as commencing at a point recognized as the Southeast corner of Section 32, Township 1 South, Range 7 West, DeSoto County, Mississippi; thence North 89 degrees 44 minutes 24 seconds West 3630.00 feet to an iron pin; thence North 00 degrees 22 minutes 57 seconds West 610.79 feet to a point; thence North 86 degrees 43 minutes 17 seconds East 938.40 feet to a point; thence along a circular curve whose central angle is 02 degrees 09 minutes 46 seconds Right; radius is 2648.86 feet; arc length is 99.98 feet; to a point; thence North 88 degrees 53 minutes 08 seconds East 298.00 feet to a point being the point of beginning; thence North 09 degrees 16 minutes 37 seconds West 642.67 feet to an iron pin; thence South 88 degrees 42 minutes 05 seconds East 76.92 feet to an iron pin; thence South 88 degrees 29 minutes 09 seconds East 329.65 feet to an iron pin; thence North 89 degrees 07 minutes 31 seconds East 329.40 feet to an iron pin; thence South 89 degrees 55 minutes 34 seconds East 18.68 feet to an iron pin; thence South 616.14 feet to a point (iron pin set 25.00 feet North of the Southeast corner); thence South 88 degrees 53 minutes 03 seconds East 651.00 feet to a point (iron pin set 25.26 feet North of the Southwest corner) being the point of beginning containing 10.03 acres, more or less.

All bearings referenced to true North.



ALSO, a non-exclusive right of way easement for road purposes described as follows: a 50 foot strip for road easement being 25 feet either side of a line described as follows: Beginning at a point North 00 degrees 24 minutes 00 seconds West a distance of 606.94 feet from the Southeast corner of Section 32, Township 1 South, Range 7 West, DeSoto County, Mississippi; thence North 75 degrees 06 minutes 05 seconds West a distance of 627.08 feet to a point; thence with a circular curve to the left whose central angle is 22 degrees 55 minutes 30 seconds, whose radius is 493.17 feet and whose arc length is 197.32 feet to a point; thence South 81 degrees 58 minutes 29 seconds West a distance of 400.84 feet to a point; thence with a circular curve to the right whose central angle is 06 degrees 54 minutes 34 seconds, whose radius is 1,656.47 feet, and whose arc is 199.76 feet to a point; thence South 88 degrees 53 minutes 03 seconds West a distance of 1,195.60 feet to a point; thence with a circular arc to the left whose central angle is 02 degrees 09 minutes 46 seconds, whose radius is 2,648.86 feet and whose arc length is 99.98 feet to a point; thence South 86 degrees 43 minutes 17 seconds West a distance of 344.62 feet. All bearing referenced to true North.

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

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

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

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

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

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

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

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

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

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

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

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

IN TESTIMONY WHEREOF, witness the signature of the grantor this the 4<sup>th</sup> day of August, 1975.

*Bill J. Spence*  
 BILL J. SPENCE  
*Jon A. Reeves*  
 JON A. REEVES  
*Larry M. Jones*  
 LARRY M. JONES  
 STATE OF MISSISSIPPI  
 COUNTY OF DESOTO  
*W. N. Spence*  
 W. N. SPENCE  
*Colleen G. Engel*  
 COLLEEN G. ENGEL  
*James C. Robbins*  
 JAMES C. ROBBINS  
*Jerry A. Truitt*  
 JERRY A. TRUITT

This day personally appeared before me, the undersigned authority, in and for the State and County aforesaid, the abovesigned Bill J. Spence, W. N. Spence, Jon A. Reeves, Colleen G. Engel, Larry M. Jones, James C. Robbins and Jerry A. Truitt 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 4<sup>th</sup> day of August, 1975.  
 My Commission Expires: Nov 24, 1975  
*Linda Chen*  
 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. day of Aug 1975, and that the same has been  
 recorded in Book 189 Page 87 records of REAL ESTATE TRUST DEEDS  
 of said County.  
 Witness my hand and seal this the 8 day of Aug 1975.

Fees \$ 2.50 pd.  
 H. H. Ferguson Secy

CANCELLED BY AUTHORITY RECORDED IN BOOK  
231 PAGE 532  
FMS 29 DAY OF Sept. 19 28  
H. J. Ferguson  
CHANCERY CLERK

### DEED OF TRUST

THIS DEED OF TRUST is made this 28th day of JULY, 19 75, among the Grantor, MARVIN C. WARD and wife, OPAL F. WARD, (a/k/a Opal Hammonds Ward), (herein "Borrower"), Joe M. Hudspeth, (herein "Trustee"), and the Beneficiary, NORTH MISSISSIPPI SAVINGS & LOAN ASSOCIATION, a corporation organized and existing under the laws of The State of Mississippi, whose address is Hernando, Mississippi, (herein "Lender").

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

3.2 Acres, more or less, in the Southeast Quarter of Section 30, Township 3 South, Range 6 West, DeSoto County, Mississippi, described as:

COMMENCE at the Southwest Corner of the Southeast Quarter of the Southwest Quarter of Section 29, Township 3 South, Range 6 West, DeSoto County, Mississippi, thence North 89° 10' West a distance of 586 feet; thence North 37° 15' West a distance of 2,325 feet to a 30-inch red oak tree at the Point of Beginning; thence from Point of Beginning run Southwardly with the centerline of county road a distance of 473 feet; thence North 89° 30' West a distance of 267 feet to an iron pin; thence North 1° 35' East a distance of 451 feet to an iron pin; thence South 86° 30' East a distance of 287 feet to the Point of Beginning.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

*Marvin C. Ward*  
MARVIN C. WARD —Borrower

*Opal F. Ward*  
OPAL F. WARD —Borrower

Route 3, Box 100

Hernando, Mississippi 38632  
Property Address



STATE OF MISSISSIPPI, DESOTO COUNTY 887

Personally appeared before me, the undersigned authority in and for said County and State, the within named MARVIN C. WARD and wife, OPAL F. WARD, who acknowledged that the y signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and seal of office, on this the 8th day of JULY Aug., A.D. 19 75.

My Commission expires: 30 days after Aug 3, 1976  
*Mathie R. Hays*  
Notary Public

STATE OF MISSISSIPPI, DeSOTO COUNTY

I certify that the within instrument was filed for record at 3 o'clock and 30 minutes P M 8 day of Aug 19 75 and that the same has been recorded in Book No. \_\_\_\_\_ Page \_\_\_\_\_ records of \_\_\_\_\_ Trust Deeds of said County.

Witness my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_\_

Clerk

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrment was filed for record at 3 o'clock 30 minutes P M. 8 day of Aug 1975, and that the same has been recorded in Book 189 Page 91 records of Real Estate of said County.

Witness my hand and seal this the 11 day of Aug 1975.

Fees \$ 5.00 pd.

*H. G. Ferguson*  
CLERK

DEED OF TRUST

THIS DEED OF TRUST is made this 7th day of AUGUST, 1975, among the Grantor, DENNY J. BURNS and wife, VIRGINIA C. BURNS, (herein "Borrower"), Joe M. Hudspeth, (herein "Trustee"), and the Beneficiary, NORTH MISSISSIPPI SAVINGS & LOAN ASSOCIATION, a corporation organized and existing under the laws of The State of Mississippi, whose address is Hernando, Mississippi, (herein "Lender").

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

Lots 330 and 331, Section B, Lake O' the Hills Subdivision as per plat thereof recorded in Plat Book 2, Pages 35-36 in the office of the Chancery Clerk of DeSoto County, Mississippi, to which recorded plat reference is made for a more particular description. Said lots being situated in Section 19, Township 3, Range 9.

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 Nineteen Thousand Eight 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 August 1, 1995; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Deed of Trust; and the performance of the covenants and agreements of Borrower herein contained; and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances").

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

**11. Forbearance by Lender Not a Waiver.** Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise by Lender 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 De Soto County as Trustee designates in the notice of sale in one or more parcels and in such order as Trustee may determine. Lender or Lender's designee may purchase the Property at any sale.

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

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

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

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

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

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

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

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

*Denny J. Burns*  
DENNY J. BURNS — Borrower  
*Virginia C. Burns*  
VIRGINIA C. BURNS — Borrower

Property Address \_\_\_\_\_  
STATE OF MISSISSIPPI, DESOTO COUNTY SS:

Personally appeared before me, the undersigned authority in and for said County and State, the within named DENNY J. BURNS and wife, VIRGINIA C. BURNS, who acknowledged that t h e y signed and delivered the foregoing instrument on the 12 day and year therein mentioned.

Given under my hand and seal of office, on this the 12 day of AUGUST, A.D., 1975.



My Commission expires: \_\_\_\_\_

*Rebecca Kelly*  
Notary Public

STATE OF MISSISSIPPI, DeSOTO COUNTY

I certify that the within instrument was filed for record at 1 o'clock and 30 minutes

STATE OF MISSISSIPPI, DeSOTO COUNTY I certify that the within instrument was filed for record at 1 o'clock

30 minutes P. M. day of Aug 1975, and that the same has been recorded in Book 159 Page 95 records of REAL ESTATE TRUST DEEDS

of said County. Witness my hand and seal this the 11 day of Aug 1975.

Fees \$5.00 pd.

SEAL *H. P. Ferguson* CLERK

RELEASE OF DEED OF TRUST

In consideration of payment in full of the indebtedness secured thereby, WE, W. F. GOODMAN, JR., CARY WHITEHEAD, and R. B. HOWARD, the owners and holders of the indebtedness secured thereby, do hereby release and satisfy in full the deed of trust given by SIDNEY M. KATZ and STANLEY L. WENDER, TRUSTEES for DELTA INVESTMENT COMPANY, to DeSoto Land Development, Inc. and assigned in due course to the undersigned, dated September 15, 1971, recorded in Deed of Trust Book 133, Page 571, in the office of the Chancery Clerk of DeSoto County, Mississippi.

Said Chancery Clerk is authorized to record this release and make a notation upon the margin of the Deed of Trust of the cancellation thereof.

WITNESS our signatures this the 4 day of August, 1975.

W.F. Goodman, Jr.  
W. F. Goodman, Jr.  
Cary Whitehead  
Cary Whitehead  
R. B. Howard  
R. B. Howard

STATE OF MISSISSIPPI  
COUNTY OF HINDS

This day personally appeared before me, the undersigned authority in and for said County and State, the within named W. F. Goodman, Jr., who acknowledged that he signed and delivered the above and foregoing Release 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 4<sup>th</sup> day of August, 1975.

Ruby B. Noblit  
Notary Public

My Commission Expires:

My Commission Expires August 4, 1978



~~STATE OF MISSISSIPPI, DESOTO COUNTY  
I certify that the within instrument was filed for record at 1 o'clock 20 minutes P. M. 11 day of Aug, 1975, and that the same has been recorded in Book 117 Page 99 records of REAL ESTATE TRUST DEEDS of said County.  
Witness my hand and seal this 11 day of Aug, 1975.  
Fees \$ 3.00 pd.  
SEAL H. P. Ferguson CLERK~~

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 Cary Whitehead, who acknowledged that he signed and delivered the above and foregoing Release 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 9<sup>th</sup> day of August, 1975.



Mary Elizabeth Williams  
Notary Public

STATE OF Mississippi  
COUNTY OF Itawamba

This day personally appeared before me, the undersigned authority in and for said County and State, the within named R. B. Howard, who acknowledged that he signed and delivered the above and foregoing Release 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 7<sup>th</sup> day of August, 1975.



Dianna Sargent  
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 1 o'clock 20 minutes P M, 11 day of Aug 1975, and that the same has been recorded in Book 189 Page 97 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 11 day of Aug 1975.  
Fees \$ 3.00 pd.

SEAL H. P. Ferguson CLERK

TO  
RELEASE

In consideration of the full payment of all indebtedness mentioned in, and secured by that certain deed of trust, executed by Dr. B. L. Hammack and wife, Betty Hammack to Commercial Credit Plan, Grenada, Ms.

Trustee, for the benefit of \_\_\_\_\_  
on the 25 day of Sept. 19 74, and recorded in Book 180, Page 95  
of the record of Mortgages and Deeds of Trust on land in DeSoto ~~Grenada~~ County, Mississippi.

the lien of said instrument is hereby released and discharged.

The indebtedness secured by said instrument was never assigned by the undersigned to any one and has been fully paid.

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

Witness \_\_\_\_\_ signature this the 7th day of July A. D., 19 75  
C.S. Williams, Ass't Treasurer of  
Commercial Credit Plan  
C.S. Williams

STATE OF MISSISSIPPI,  
GRENADA COUNTY.

Personally appeared before me, the undersigned authority in and for said County in said State, the within named G. S. Williams

\_\_\_\_\_ who acknowledged that he signed and delivered the foregoing instrument of writing on the day and year therein mentioned.

Given under my hand and official seal, this the 7th day of July A. D., 19 75  
Ruth Ann Hamful  
12-3-75

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 4 o'clock 10 minutes P M. 11 day of Aug 1975, and that the same has been recorded in Book 189 Page 101 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 11 day of Aug 1975.

Fees \$ 2.50 pd.

SEAL H. P. Ferguson CLERK

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST

Class C

STATE OF MISSISSIPPI, }  
DeSoto County. } ss.

KNOW ALL MEN BY THESE PRESENTS: That Laura Dillon

of \_\_\_\_\_ the beneficiary, does hereby certify that a certain trust deed bearing date the 27th day of April, 19 73, made and executed by Annie Ruth Troutt

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. 158 on page 173 of the Record of Trust Deeds, on the 27th day of April, A. D. 19 75, is now fully paid and satisfied; and I do hereby authorize the Clerk of the Chancery Court of said 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.

Laura Dillon  
Laura Dillon

STATE OF MISSISSIPPI, }  
DeSoto County. } ss.

Personally came and appeared before me, the undersigned authority notary public in and for County and State aforesaid, Laura Dillon 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 August, A. D. 19 75

My Commission Expires:

5-1-78

Leuca Kelly  
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 1 o'clock 30 minutes P M. 11 day of Aug, 1975, and that the same has been recorded in Book 189 Page 102 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 11 day of Aug, 1975.

Fees \$2.50 pd.

SEAL H. P. Ferguson, CLERK

CANCELLED BY AUTHORITY RECORDED IN 1999 PAGE 554  
10 DAY OF May 1976  
H. S. Ferguson  
CHANCERY CLERK

3.00 412960

This Indenture, made by and between DWAIN E. SAUNDERS and wife, DIANE S. SAUNDERS,

party of the first part; TROY BARRON, party of the second part, as Trustee; and  
THE FIRST NATIONAL BANK OF MEMPHIS

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 46, Section D, Oaklawn Subdivision, as recorded in Plat Book 6, Page 15, in the Chancery Clerk's Office of DeSoto County, Mississippi, and being part of the Section 13, Township 3, Range 8 West.

This conveyance is made in trust, however, to secure the payment of \$6,500.00, evidenced by the following promissory notes of even date herewith: one note due on Demand, executed by the parties of the first part in the amount of \$6,500.00, payable to the order of THE FIRST NATIONAL BANK OF MEMPHIS with interest specified in the note.

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 so 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 to carry out the terms and conditions of any Deed of Trust, the lien of which is then prior and paramount to the lien of this instrument, may be complied with, and such amounts so paid shall be secured by the lien of this instrument and shall bear interest from date of such payment at the then highest lawful legal rate and shall be treated as part of the expense 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 or account of insurance as provided herein, then all of the indebtedness secured hereby shall, at the option of the holder or holders of said notes, become due and payable, and the party of the first part hereby authorizes and fully empowers said trustee, or any successor in trust, upon any such default to proceed to sell the property hereinabove described to pay the amount then due hereunder. The sale of said real estate shall be made at the front door of any Court House in the County where any of said real estate is situated at the time of the sale, within legal hours, at public outcry to the highest bidder for cash, after the acting trustee has given notice of the time, place and terms of said sale according to the laws of the State of Mississippi governing sales of lands under trust deeds in force at the time the publication of said notice is begun. The acting trustee may sell said property without taking possession of the same, and is authorized to appoint an agent and auctioneer to make such sale in his absence, which sale shall be as valid as if made by said trustee.

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

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

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

Witness the signature of the party of the first part, on this the 16 day of July, 1975

Mike M. Quinn  
Tracy J. Debra

Dwain E. Saunders  
Dwain E. Saunders  
Diane S. Saunders  
Diane S. Saunders

104

STATE OF TENNESSEE  
COUNTY OF SHELBY

Personally appeared before me, the undersigned Notary Public, in and for the State and County aforesaid, the within named DWAIN E. SAUNDERS and wife, DIANE S. SAUNDERS, 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 16<sup>th</sup> day of July, 1975.  
MY COMMISSION EXPIRES DECEMBER 30, 1978  
My Commission expires: \_\_\_\_\_  
Shirley Steward  
Notary Public.

NO TG# - RS

Mail tax bills to:  
Mr. & Mrs. Dwain E. Saunders  
27 Plymouth Drive  
Hernando, Mississippi 38632

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

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

**TRUST DEED**

FOR THE USE OF \_\_\_\_\_  
Trustee

STATE OF MISSISSIPPI  
County of Desoto

H. P. Ferguson Clerk  
of the Chancery Court and ex-officio Recorder  
for the County and State aforesaid, do hereby  
certify that the within instrument of writing  
was filed for record in my office on the 11  
day of August A.D. 1975,  
at Desoto Ms., and has been this day  
duly recorded in Trust Deed Record \_\_\_\_\_  
Page \_\_\_\_\_

WITNESS my hand and official seal, this  
\_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_

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

Qd. 3.00

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 Aug 1975, and that the same has been  
recorded in Book 189 Page 103 records of REAL ESTATE TRUST DEEDS  
of said County.

Witness my hand and seal this the 11 day of Aug 1975.

Fees \$ 3.00 pd.

SEAL H. P. Ferguson CLERK

Aug  
Box 1  
Hernando



RECEIVED THIS 3<sup>rd</sup> DAY OF May 1978 UNITED STATES OF AMERICA, FARMERS HOME ADMINISTRATION, BY Aaron R. Goolsby COUNTY SUPERVISOR, PURSUANT TO AUTHORITY, CONTAINED IN 19 F.R. 74, 75; 20 F.R. 321; 20 F.R. 4175  
Attest: H. O. Ferguson, Chancery Clerk  
By J. K. Kirk 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, August 7, 1975 (Date)

by and between the undersigned ROY A. STEPHENSON and wife, PAMELA JEAN

STEPHENSON,

residing in Walls, DeSoto County, Mississippi, whose post office

address is 5151 Caroline Drive, Walls, Mississippi 38680

grantor(s), herein called "Borrower," and

Aaron R. Goolsby

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

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

<u>Date of Instrument</u>	<u>Principal Amount</u>	<u>Annual Rate of Interest</u>	<u>Due Date of Final Installment</u>
August 7, 1975	\$21,900.00	8 1/2 %	August 7, 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 697, Section D, Twin Lakes Subdivision, situated in Section 6, Township 2 South, Range 8 West, DeSoto County, Mississippi, according to a map or plat thereof on file and of record in the office of the Chancery Clerk of said County, in Plat Book 10, Pages 32 and 33.

Subject to the following exceptions:

- (1) The restrictive covenants contained in instrument executed by DeSoto Development Corporation, Owner, filed for record October 9, 1972, in the office of the Chancery Clerk of DeSoto County, Mississippi, and recorded in said office in Plat Book 10, Pages 32 and 33. The policy (when written) insures that the said restrictive covenants do not contain a reversionary or for feiture clause, the provisions thereof have not been violated to date, and any future violation thereof will not cause a reversion or forfeiture of the title and will not affect the validity or priority of the lien hereby insured.
- (2) Taxes for the year 1975, not yet due and payable.
- (3) Rights of Way instrument executed by DeSoto Development Corporation, Owner, to Mississippi Power & Light Company, dated September 5, 1972; ten foot utility easement along rear lot line and five foot utility easement along both side lot lines. Ten foot easement is recorded in Book 80, Page 348, and the five foot easement is recorded in Book 100, Page 377, in the office of the Chancery Clerk of DeSoto County, Mississippi.
- (4) Rights of way for public roads and public utilities.
- (5) Subdivision and zoning regulations in effect in DeSoto County, Mississippi.
- (6) Mechanics' and materialmen's lien claims not shown of record.
- (7) Any unrecorded rights of way or easements.

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

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

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

- (1) To pay promptly when due any indebtedness to the Government hereby secured and to indemnify and save harmless the Government against any loss under its insurance of payment of the note by reason of any default by Borrower. At all times when the note is held by an insured holder, Borrower shall continue to make payments on the note to the Government, as collection agent for the holder.
- (2) To pay to the Government such fees and other charges as may now or hereafter be required by regulations of the Farmers Home Administration.
- (3) 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 conditions 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.

*Roy A. Stephenson*  
 Roy A. Stephenson  
*Pamela Jean Stephenson*  
 Pamela Jean Stephenson  
 ACKNOWLEDGMENT

STATE OF MISSISSIPPI  
 COUNTY OF DESOTO

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within-named Roy A. Stephenson and Pamela Jean Stephenson, his wife, who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and official seal this 7th day of August, 19 75.

*Bethie M. Braswell*  
 Bethie M. Braswell  
 Notary Public  
 (Signature)  
 (Title)



STATE OF MISSISSIPPI, DESOTO COUNTY  
 I certify that the within instrument was filed for record at 10 o'clock 55 minutes A M. 11 day of Aug 1975, and that the same has been recorded in Book 189 Page 105 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 11 day of Aug 1975.

Fees \$ 5.00 pd.

SEAL *H. P. Ferguson* CLERK

Appointment of Successor Trustee of this instrument Recorded in Real Estate T/D  
 Book No. 225 Page 681  
 This 25 day of May 19 78  
J. D. Ferguson Clerk

~~Appointment of Successor Trustee of this instrument Recorded in \_\_\_\_\_  
 Book No. \_\_\_\_\_ Page \_\_\_\_\_  
 This \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_\_  
 \_\_\_\_\_ Clerk~~

USDA-FHA  
 Form FHA 427-1 MS  
 (Rev. 9-7-71)

Position 5

REAL ESTATE DEED OF TRUST FOR MISSISSIPPI  
 (INSURED LOANS TO INDIVIDUALS)

THIS INDENTURE, made and entered into this day, August 7, 1975,  
 (Date)  
 by and between the undersigned RODNEY D. TUTOR and wife, BONNIE FAYE TUTOR,  
 residing in Walls, DeSoto County, Mississippi, whose post office  
 address is 5125 Caroline Drive, Walls, Mississippi 38680,  
 grantor(s), herein called "Borrower," and  
Aaron R. Goolsby

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

<u>Date of Instrument</u>	<u>Principal Amount</u>	<u>Annual Rate of Interest</u>	<u>Due Date of Final Installment</u>
August 8, 1975	\$21,900.00	8 1/8%	August 8, 2008

And the note evidences a loan to Borrower, and the Government, at any time, may assign the note and insure the payment thereof pursuant to the Consolidated Farmers Home Administration Act of 1961, or Title V of the Housing Act of 1949; And when payment of the note is insured by the Government, the Government may retain the right to a specified portion of the payments on the note;  
 And a condition of the insurance of payment of the note will be that the holder will forego his rights and remedies against Borrower and any others in connection with the loan evidenced thereby, as well as any benefit of this instrument, and will accept the benefits of such insurance in lieu thereof, and upon the Government's request will assign the note to the Government;  
 And it is the purpose and intent of this instrument that, among other things, at all times when the note is held by the Government, or in the event the Government should assign this instrument without insurance of the note, this instrument shall secure payment of the note; but when the note is held by an insured holder, this instrument shall not secure payment of the note or attach to the debt evidenced thereby, but as to the note and such debt shall constitute an indemnity mortgage to secure the Government against loss under its insurance contract by reason of any default by Borrower;  
 NOW, THEREFORE, in consideration of the loan(s), Borrower does hereby grant, bargain, sell, convey, and assign unto trustee with general warranty the following-described property situated in the State of Mississippi, County(ies) of

DeSoto  
 Lot 695, 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.

FHA 427-1 MS (Rev. 9-7-71)

FULLY SATISFIED THIS 9 DAY OF April 1977 UNITED STATES OF AMERICA, FARMERS HOME ADMINISTRATION, BY Rodney D. Tutor COUNTY SUPERVISOR, PURSUANT TO AUTHORITY CONTAINED IN 19 F.R. 74, 75; 20 E.R. 321; 20 E.R. 4125  
 ATTEST: J. D. Ferguson Clerk  
D. W. McLean, D.C.

Subject to the following exceptions:

- (1) Taxes for the year 1975, not yet due and payable.
- (2) The restrictive covenants contained in instrument executed by Desoto Development Corporation, Owner, filed for record October 9, 1972, in the office of the Chancery Clerk of DeSoto County, Mississippi, and recorded in said office in Plat Book 10, Pages 32 and 33. Further insures that the said restrictive covenants do not contain a reversionary or forfeiture clause, the provisions thereof have not been violated to date, and any future violation thereof will not cause a reversion or forfeiture of the title and will not affect the validity or priority of the lien hereby insured.
- (3) Right of Way Instrument executed by DeSoto Development Corporation, Owner, to Mississippi Power & Light, dated September 5, 1972; a ten foot utility easement along rear lot line as recorded in Book 80, Page 348, in the office of the Chancery Clerk of DeSoto County, Mississippi; and a five foot utility easement along side lot lines as recorded in Book 100, Page 377, in the office of the Chancery Clerk of DeSoto County, Mississippi.
- (4) Rights of Way for public roads and public utilities.
- (5) Subdivision and zoning regulations in effect in DeSoto County, Mississippi.
- (6) Mechanics and materialmen's lien claims not shown of record.
- (7) Any unrecorded rights of way or easements; and any discrepancies, conflicts, shortages or encroachments in area and boundaries which a current survey would show.

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) At all times when the note is held by an insured holder, any amount due and unpaid under the terms of the note to which the holder is entitled may be paid by the Government to the holder of the note for the account of Borrower. Any amount due and unpaid under the terms of the note, whether it is held by the Government or by an insured holder, may be credited by the Government on the note and thereupon shall constitute an advance by the Government for the account of Borrower. Any advance by the Government as described in this paragraph shall bear interest at the note rate from the date on which the amount of the advance was due to the date of payment to the Government, provided that Borrower shall be required to pay interest on only the principal portion of such advance unless otherwise provided in the regulations of the Farmers Home Administration.
- (4) Whether or not the note is insured by the Government, the Government may at any time pay any other amounts required herein to be paid by Borrower and not paid by him when due, as well as any costs and expenses for the preservation, protection, or enforcement of this lien, as advances for the account of Borrower. All such advances shall bear interest at the rate borne by the note which has the highest interest rate.
- (5) All advances by the Government as described in this instrument, with interest, shall be immediately due and payable by Borrower to the Government without demand at the place designated in the latest note and shall be secured hereby. No such advance by the Government shall relieve Borrower from breach of his covenant to pay. Any payment made by Borrower may be applied on the note or any indebtedness to the Government secured hereby, in any order the Government determines.

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- (6) To use the loan evidenced by the note solely for purposes authorized by the Government.
  - (7) To pay when due all taxes, liens, judgments, encumbrances, and assessments against the property and promptly deliver to the Government without demand receipts evidencing such payments.
  - (8) To keep the property insured as required by and under insurance policies approved by, delivered to, and retained by the Government.
  - (9) To maintain improvements in good repair and make repairs required by the Government; operate the property in a good and husbandlike manner; comply with such farm conservation practices and farm and home management plans as the Government from time to time may prescribe; and not to abandon the property, or cause or permit waste, lessening or impairment of the security covered hereby, or, without the written consent of the Government, cut, remove, or lease any timber, gravel, oil, gas, coal, or other minerals except as may be necessary for ordinary domestic purposes.
  - (10) To comply with all laws, ordinances, and regulations affecting the property.
  - (11) To pay or reimburse the Government for expenses reasonably necessary or incidental to the protection of the lien and priority hereof and to the enforcement of or the compliance with the provisions hereof and of the note and any supplementary agreement (whether before or after default), including but not limited to costs of evidence of title to and survey of the property, costs of recording this and other instruments, attorneys' fees, trustees' fees, court costs, and expenses of advertising, selling, and conveying the property.
  - (12) Neither the property nor any portion thereof or interest therein shall be leased, assigned, sold, transferred, or encumbered, voluntarily or otherwise, without the written consent of the Government. The Government shall have the sole and exclusive rights as mortgagee hereunder, including but not limited to the power to grant consents, partial releases, subordinations, 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 inquire, a bond from any trustee hereunder, are hereby waived.
  - (17) Default hereunder shall constitute default under any other real estate, or under any personal property or other, security instrument held or insured by the Government and executed or assumed by Borrower, and default under any such other security instrument shall constitute default hereunder.
  - (18) SHOULD DEFAULT occur in the performance or discharge of any obligation secured by this instrument, or should any one of the parties named as Borrower die or be declared an incompetent, a bankrupt, or an insolvent, or make an assignment for the benefit of creditors, the Government, at its option, with or without notice, may: (a) declare the entire amount unpaid under the note and any indebtedness to the Government hereby secured immediately due and payable, (b) for the account of Borrower incur and pay reasonable expenses for repair or maintenance of and take possession of, operate or rent the property, (c) upon application by it and production of this instrument, without other evidence and without notice of hearing of said application, have a receiver appointed for the property, with the usual powers of receivers in like cases, and (d) authorize and request Trustee to foreclose this instrument and sell the property as provided by law.
  - (19) Upon default aforesaid, at the request of the Government, Trustee may foreclose this instrument by advertisement and sale of the property as provided by law, for cash or secured credit at the option of the Government, personal notice of which sale need not be served on Borrower; such sale may be adjourned from time to time without other notice than oral proclamation at the time and place appointed for such sale and correction made on the posted notices, and at such sale the Government and its agents may bid and purchase as a stranger; Trustee at his option may conduct such sale without being personally present, through his delegate authorized by him for such purpose orally or in writing, and Trustee's execution of a conveyance of the property or any part thereof to any purchaser at foreclosure sale shall be conclusive evidence that the sale was conducted by Trustee personally or through his delegate duly authorized in accordance herewith. If the property is situated in two or more counties, the sale may be held in any one of such counties selected by the Government in its sole discretion.
  - (20) The proceeds of foreclosure sale shall be applied in the following order to the payment of: (a) costs and expenses incident to enforcing or complying with the provisions hereof, (b) any prior liens required by law or a competent court to be so paid, (c) the debt evidenced by the note and all indebtedness to the Government secured hereby, (d) inferior liens of record required by law or a competent court to be so paid, (e) at the Government's option, any other indebtedness of Borrower owing to or insured by the Government, and (f) any balance to Borrower. In case the Government is the successful bidder at foreclosure or other sale of all or any part of the property, the Government may pay its share of the purchase price by crediting such amount on any debts of Borrower owing to or insured by the Government, in the order prescribed above.

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

(22) As against the debt evidenced by the note and any indebtedness to the Government hereby secured, with respect to the property, Borrower (a) hereby relinquishes, waives, and conveys all rights, inchoate or consummate, of descent, dower, curtesy, homestead, valuation, appraisal, and exemption, to which Borrower is or becomes entitled under the laws and constitution of the jurisdiction where the property lies, and (b) hereby agrees that any right provided by such laws or constitution for redemption or possession following foreclosure sale shall not apply, and that no right of redemption or possession shall exist after foreclosure sale.

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

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

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

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

*Rodney D. Tutor*  
Rodney D. Tutor

*Bonnie Faye Tutor*  
Bonnie Faye Tutor

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 Rodney D. Tutor

and Bonnie Faye Tutor, his wife,

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

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

*Bettie M. Brewell*  
(Signature)

Notary Public  
(Title)

(SEAL)  
My Commission Expires  
Feb. 19, 1976

CFO 824-792

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 11 o'clock 0 minutes A M. 11 day of Aug 1975, and that the same has been recorded in Book 189 Page 109 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 11 day of Aug 1975.

Fees \$ 5.00 pd.

SEAL *H. P. Ferguson* CLERK



Assignment of this instrument Recorded in  
Real Estate TID Book  
No. 197 Page 630  
This the 26 day of March 1976

Assignment of this instrument Recorded in  
Real Estate TID Book  
No. 190 Page 334  
This the 11 day of Sept. 1975  
H. G. Ferguson Clerk

### DEED OF TRUST

THIS DEED OF TRUST is made this 7th day of August, 1975, among the Grantor, ROBERT W. HENDRICKS and wife, JOY S. HENDRICKS (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 1234, Section "F" Greenbrook Subdivision in Section 19, Township 1 South, Range 7 West, as per plat thereof recorded in Plat Book 9, Page 46 in the office of the Chancery Clerk of DeSoto County, Mississippi.

FILED BY AUTHORITY RECORDED IN BOOK  
767 PAGE 380  
22 JUNE 25  
W. E. Lewis  
J. S. Cleveland

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

To SECURE to Lender (a) the repayment of the indebtedness evidenced by Borrower's note of even date herewith (herein "Note"), in the principal sum of Thirty-Six Thousand 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 September 1, 2005; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Deed of Trust; and the performance of the covenants and agreements of Borrower herein contained; and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances").

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

Magnolia Fed. Bank for Savings  
Assignment of this instrument recorded in  
Real Estate TID book  
No. 591 Page 355  
This the 7th day of July 1990  
W. E. Lewis  
J. P. Starkey, Jr. 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

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

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

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

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

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

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

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

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

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

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

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

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

*Robert W. Hendricks*  
Robert W. Hendricks - Borrower  
*Joy S. Hendricks*  
Joy S. Hendricks - Borrower  
6049 Lake Shore Drive W.  
Southaven, Mississippi 38671  
Property Address

STATE OF MISSISSIPPI, DeSoto County ss:

Personally appeared before me, the undersigned authority in and for said County and State, the within named Robert W. Hendricks and wife, Joy S. Hendricks, 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 August, A.D. 1975.

My Commission expires:  
9-25-78

*Robert J. [Signature]*  
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 Aug 1975, and that the same has been  
recorded in Book 189 Page 113 records of REAL ESTATE TRUST DEEDS  
of said County.

Witness my hand and seal this the 11 day of Aug 1975.

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

Clerk W, F, W + B  
Southaven  
pt. 5.00

CANCELLED BY AUTHORITY RECORDED IN BOOK  
204 PAGE 115  
THIS 21 DAY OF Sept. 1976  
W. D. Ferguson  
CHANCERY CLERK

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

### DEED OF TRUST LAND

THIS INDENTURE, this day made and entered into between

Albert E. Chambers and wife Sarah R. Chambers

of the first part, hereinafter designated as the Grantor,

Dwight K. Luter Trustee, of the second part, hereinafter designated as Trustee, and

Coahoma National Bank of the third part, hereinafter designated as the Beneficiary.

WITNESSETH: That whereas the Grantor is justly indebted to the beneficiary in the full sum of  
Ten Thousand Five Hundred and 00/100----- DOLLARS  
(\$ 10,500.00 ) evidenced by one promissory note of even date herewith in favor of  
the beneficiary, bearing interest at the rate of 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:

In eleven (11) equal monthly installments of Two Hundred and  
00/100 Dollars (\$200.00) each and the final installment of the  
balance, together with all interest accrued thereon, the first  
installment being due and payable on or before September 1,  
1975, with installments due on the 1<sup>st</sup> day of each month  
thereafter until paid in full.

Parties of the first part reserve the right to pre-pay all or  
any part of the 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 be-  
come immediately due and payable at the option of the owner  
and holder of the note.

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

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

County of DeSoto

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

Parcel 1: Lot 1726, Section "G" Southaven West Subdivision  
in Section 22, Township 1 South, Range 8 West, DeSoto County, Mississippi,  
as shown by plat appearing of record in plat book 3, pages 31 and 32 in the  
office of the Chancery Clerk of DeSoto County, Mississippi.

Parcel 2: Lot 6, Hickory Hollow Subdivision in Section 16,  
Township 2 South, Range 8 West, DeSoto County, Mississippi, as shown by  
plat appearing of record in plat book 13, pages 6-8 in the office of the  
Chancery Clerk of DeSoto County, Mississippi.

(This is a first lien deed of trust on Parcel 2 and a second lien deed of  
trust on Parcel 1 described heretofore in this instrument.)

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

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary herein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment of interest as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other covenant herein contained, then and in that event the entire principal sum secured hereby with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, or the owner or holder of said note or notes, be and become at once due and payable, and the trustee herein named, or his successor or successors, shall, at the request of the beneficiary, or at the request of any owner or holder of the note or notes secured hereby, sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid. Such sale shall be made by giving notice of the time, place and terms of sale as required by Section 833 of the Mississippi Code of 1942 and amendments if any thereto, and the trustee shall make deed to the purchaser or purchasers. Should the beneficiary, or the owner or holder of the note or notes secured hereby be a corporation, then in such event a declaration of default to the trustee, and a request for sale hereunder, may be made by any officer thereof. If the land covered hereby is situated in two or more counties, or in two judicial districts of the same county, the trustee may sell the whole in any of the counties, or in either of the judicial districts of a county in which any part of the land lies. Out of the proceeds of sale the trustee shall first pay the cost of advertising and making the sale; and secondly, he shall pay whatever items may have been incurred and remain unpaid in the protection of this security; then he shall pay such of the items of indebtedness secured hereby as may be outstanding in the order of their maturity, and any balance remaining in his hands shall be delivered to the grantor, or to his proper representatives, agents or assigns.

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

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

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 August 1975.

*Albert E. Chambers*  
Albert E. Chambers  
*Sarah R. Chambers*  
Sarah R. Chambers

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 Albert E. Chambers and wife, Sarah R. Chambers, who severally acknowledged that they signed and delivered the above and foregoing deed of trust on the day and year therein mentioned.



Given under my hand and official seal, this the 1st day of August 1975.  
My Commission Expires: 9-25-78  
*D. Bradford*  
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 Aug 1975, and that the same has been recorded in Book 189 Page 119 records of Real Estate

11 Aug 1975.  
*H. G. Ferguson*  
Ferguson Clerk

AUTHORITY TO CANCEL

TO: CHANCERY CLERK

DeSoto COUNTY  
Hernando, MISSISSIPPI

You are hereby authorized and requested to enter satisfaction and cancel of record that certain Deed of Trust executed by

William A. Johnson and wife, Nina E. Johnson

to George S. Sanders, Jr Trustee for Colonial Savings & Loan  
Beneficiary, date July 9,  
19 73, and duly recorded in Book 163 at Page(s) 15  
of your records.

WITNESS the signature of the corporation, this the 1st day  
of August, A.D., 19 75.

Bankers Trust Savings and Loan Association

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



Mary Keen  
Mary Keen, Assistant Vice-President

STATE OF MISSISSIPPI  
COUNTY OF HINDS

Personally came and appeared before me, the undersigned Notary Public in and for said County and State, William S. Weems and Mary Keen, 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 1st day of August, A.D., 19 75.

Carrie D. Bell  
NOTARY PUBLIC

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



STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 0 minutes A.M. 11 day of Aug, 1975, and that the same has been recorded in Book 189 Page 120 records of Bankers Trust Savings and Loan Association 719 of said County.

Witness my hand and seal this the 11 day of Aug, 1975.

Fee: 2.50

H. B. Ferguson



This instrument prepared by: K.C. Sheppard

RELEASE OF MECHANICS' AND MATERIALMEN'S LIEN

WHEREAS, By the hereinafter described Mechanics' and Materialmen's Lien heretofore recorded in the Chancery Clerks Office of DeSoto County, Mississippi, certain property was declared to have a lien thereon as filed by ELIOT WHITTINGTON BUILDERS SUPPLY CO., INC. for the purpose securing the payment and indebtedness as evidenced by work, services, materials supplied and labor performed upon the property or properties known and described as follows:

AND WHEREAS, The indebtedness described in and secured by said Mechanics' and Materialmen's Lien has been paid in full, and there is nothing due or owing on the said lien under the terms and conditions of the Mechanics' and Materialmen's Lien, and,

WHEREAS, The said Mechanics' and Materialmen's Lien or Liens as filed are described as follows, to-wit:

LIENOR: ELIOT WHITTINGTON BUILDERS SUPPLY CO., INC. PROPERTY OWNER: L. L. Wagner & Linda S. Wagner, his wife RECORDED: Book 2 Page 171 (Lien)  
Lot 34, Sec. B., Pleasant Hill Est. East S/D in Plat Bk. 12, Pages 26-31.  
Sec. 7, Township 2 South, Range 6 West per

NOW, THEREFORE, in consideration of the premises, the undersigned ELIOT WHITTINGTON BUILDERS SUPPLY CO. INC. as legal owner and holder of the indebtedness claimed by the said Mechanics' and Materialmen's Liens, acknowledges full payment and satisfaction thereof and does hereby release and discharge the lien or liens and to this end does quitclaim and convey L.L. Wagner and Linda S. Wagner, his wife unto the said Wagner, his wife as owner of the property, as well as their heirs and assigns

all of their right, title and interest in and to the real estate described in the Mechanics' and Materialmen's Liens, to which reference is made for a particular description of the said property.

The undersigned ELIOT WHITTINGTON BUILDERS SUPPLY CO., INC. they they as (are) the legal owner(s) and holder(s) of the Mechanics' and Materialmen's Liens as described herein and they have the lawful right to release and discharge the said lien or liens.

IN WITNESS WHEREOF, the said ELIOT WHITTINGTON as his agent (or caused its corporate name to be signed hereto by and through its proper officers duly authorized so to do) this 6th day of Aug, 1975.

ELIOT WHITTINGTON BUILDERS SUPPLY CO., INC.

x Eliot Whittington

STATE OF TENNESSEE) as  
COUNTY OF SHELBY )

On this 6th day of August, 1975 before me, a Notary Public in and for said State and County, duly commissioned and qualified personally appeared ELIOT WHITTINGTON

to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as HIS free act and deed.

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

My Comm. expires: \_\_\_\_\_

x Shirley A. Salas



STATE OF TENNESSEE) as  
COUNTY OF SHELBY )

Before me, a Notary Public in and for said State and County duly commissioned and qualified, personally appeared \_\_\_\_\_

ELIOT WHITTINGTON with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the President of ELIOT WHITTINGTON BUILDERS SUPPLY CO., INC. the within named bargainor, a corporation, and that he as such President being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as President.

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

My Comm. expires: \_\_\_\_\_

x Shirley A. Salas



\*Do not write below this line - FOR REGISTRAR'S USE ONLY\*

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 Aug, 1975, and that the same has been recorded in Book 189 Page 121 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 11 day of Aug, 1975.

Fees \$ 2.50 pd.

SEAL H. P. Ferguson, CLERK

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RELEASE OF DEED OF TRUST

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

You are hereby authorized and directed to mark cancelled and satisfied of record the following described  
Deed(s) of Trust executed by William R. Lewis and wife Betty J. Lewis

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

One dated the 28th day of May, 1974, and recorded in Book 175 at Page 614  
Lots 72 and 73 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  
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 28th day of July, 1975

COAHOMA NATIONAL BANK  
CLARKSDALE, MISSISSIPPI

BY H. W. Williams

STATE OF MISSISSIPPI  
COAHOMA COUNTY

This day personally appeared before me, the undersigned authority in and for the State and County afore-  
said, the within named Hudson W. Williams  
\_\_\_\_\_ of the Coahoma National Bank

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

Given under my hand and seal of office, this the 28th day of July, 1975



Nancy Sitter  
Notary Public

My Commission Expires Jan. 23, 1978

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 Aug, 1975, and that the same has been  
recorded in Book 189 Page 122 records of REAL ESTATE TRUST DEEDS  
of said County.

Witness my hand and seal this the 11 day of Aug, 1975.

Fees \$ 2.50 pd.

CPAT

H. W. Williams

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 1st day of August 19 74, made and executed by Morris N. Greene and  
wife, Pansy N. Greene of Olive Branch, Miss. to Bank of Miss.  
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. 165 on page 227  
of the Record of Trust Deeds, on the 6th day of Sept, A. D. 19 73, is now fully paid  
and satisfied; and I do hereby authorize the Clerk of the Chancery Court of said DeSoto  
County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of  
said County also as provided by law.

Bank of Mississippi, Olive Branch, Miss.  
Peggy Mitchell

STATE OF MISSISSIPPI, }  
DeSoto County. ss.

Personally came and appeared before me, the undersigned authority, A. Gregory Bell  
in and for County and State aforesaid, Peggy Mitchell who acknowledged that he signed and  
delivered the above and foregoing instrument on the day and date for the purpose therein mentioned.

Given under my hand and seal of office this 3d day of August A. D. 19 75  
A. Gregory Bell  
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  
0 minutes A M. 11 day of Aug 1975, and that the same has been  
recorded in Book 189 Page 123 records of REAL ESTATE TRUST DEEDS  
of said County.  
Witness my hand and seal this the 11 day of Aug 1975.  
Fees \$ 2.50 pd.  
SEAL H. P. Ferguson CLERK

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST

Class C

STATE OF MISSISSIPPI, }  
DeSoto County. } ss.

KNOW ALL MEN BY THESE PRESENTS: That Bank of Mississippi  
of Olive Branch, Miss. the beneficiary, does hereby certify that a certain trust deed  
bearing date the 25th day of January 19 69, made and executed by Morris N. Greene and  
wife Pansy N. Greene of Olive Branch, Miss. to Bank of Mississippi  
the above named beneficiary, and recorded in the office of the Chancery Clerk of DeSoto  
County, in the State of Mississippi in Land Trust Deed Record No. 107 on page 244  
of the Record of Trust Deeds, on the 31st day of January, 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, Olive Branch, Miss.

Peggy Mitchell

STATE OF MISSISSIPPI, }  
DeSoto County. } ss.

Personally came and appeared before me, the undersigned authority, A. P. Ferguson  
in and for County and State aforesaid, Peggy Mitchell who acknowledged that he signed and  
delivered the above and foregoing instrument on the day and date for the purpose therein mentioned.

Given under my hand and seal of office this 5th day of August A. D. 19 75



A. P. Ferguson  
My Comm. Expires Nov. 6, 1976

LS-981C1-0226000 27844

STATE OF MISSISSIPPI, DESOTO COUNTY  
I certify that the within instrument was filed for record at 10 o'clock  
0 minutes 4 M. 11 day of Aug 1975, and that the same has been  
recorded in Book 189 Page 124 records of REAL ESTATE TRUST DEEDS  
of said County.

Witness my hand and seal this the 11 day of Aug 1975.

Fees \$ 2.50 pd.

SEAL A. P. Ferguson CLERK

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

### DEED OF TRUST LAND

THIS INDENTURE, this day made and entered into between David Courtney Minor and wife, Mary Katherine Minor

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 Eleven thousand nine hundred fifty six and 20/100- - - - - DOLLARS (\$ 11,956.20 ) evidenced by a promissory note of even date herewith in favor of the beneficiary, bearing interest at the rate of ten per centum per annum after maturity, providing for the payment of attorney's fees in case of default and being due and payable as follows, to-wit:

Due and payable in sixty (60) equal monthly installments of \$199.27 each the first installment being due 15 th September 1975 and the 15th of each month thereafter until indebtedness is paid in full.

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

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

DeSoto County

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

9.59 acres, more or less, in Section 22, Township 2 South, Range 6 West and COMMENCING at the southwest corner of the Southeast Quarter of Section 22, Township 2 South, Range 6 West, DeSoto County, Mississippi; thence east 2321.7 feet along the south line of said Section to a point; thence north 3873.96 feet to a 4 inch iron pipe being the southeast corner and the point of beginning of the described tract; thence north 78° 56' 16" west 437.88 feet to a point in the center of Woolsey Road; thence along the center of said road with the following calls: North 62° 15' 13" west 21.53 feet; thence north 70° 08' 38" west 269.61 feet; thence north 68° 20' 21" west 85.60 feet; thence north 66° 20' 55" west 131.93 feet to a point; thence north 01° 48' 53" east 304.24 feet to an iron pin; thence south 89° 47' 16" east 901.46 feet to an old axle; thence south 00° 49' 58" west 570.95 feet to the point of beginning and containing 9.59 acres, more or less. All bearings being

Copyright Mississippi Bankers Association

CANCELLED BY AUTHORITY RECORDED IN ROOM

232 PAGE 560  
THIS 24 DAY OF October 1978.  
H. J. Ferguson  
GRANTEE CLERK

referenced to true north as determined by solar observation as per the survey of Ronald R. Williams dated July 33, 1975, subject to 20' road easement on West side of property.

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

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary herein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment of interest as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other covenant herein contained, then and in that event the entire principal sum secured hereby with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, or the owner or holder of said note or notes, be and become at once due and payable, and the trustee herein named, or his successor or successors, shall, at the request of the beneficiary, or at the request of any owner or holder of the note or notes secured hereby, sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid. Such sale shall be made by giving notice of the time, place and terms of sale as required by Section 888 of the Mississippi Code of 1942 and amendments if any thereto; and the trustee shall make deed to the purchaser or purchasers. Should the beneficiary, or the owner or holder of the note or notes secured hereby be a corporation, then in such event a declaration of default to the trustee, and a request for sale hereunder, may be made by any officer thereof. If the land covered hereby is situated in two or more counties, or in two judicial districts of the same county, the trustee may sell the whole in any of the counties, or in either of the judicial districts of a county in which any part of the land lies. Out of the proceeds of sale the trustee shall first pay the cost of advertising and making the sale; and secondly, he shall pay whatever items may have been incurred and remain unpaid in the protection of this security; then he shall pay such of the items of indebtedness secured hereby as may be outstanding in the order of their maturity, and any balance remaining in his hands shall be delivered to the grantor, or to his proper representatives, agents or assigns.

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

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

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

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

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

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

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

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

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

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

IN TESTIMONY WHEREOF, witness the signature of the grantor this the 6th day of August 1975

*David C. Minor*  
David Courtney Minor

*Mary Katherine Minor*  
Mary Katherine Minor

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 C. Minor and Mary Katerine Minor

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 eighth day of August 1975

My Commission Expires

*Aug 6, 1976*

*Robert Bell*  
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 Aug 1975, and that the same has been recorded in Book 189 Page 125 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 11 day of Aug 1975.

4.50 pd.

*H. G. Ferguson*

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST

Class C

STATE OF MISSISSIPPI, } ss.  
DeSoto County.

KNOW ALL MEN BY THESE PRESENTS: That First National Bank of Southaven  
of DeSoto the beneficiary, does hereby certify that a certain trust deed  
bearing date the 18th. day of May 19 73, made and executed by Jerry Lee Wilkerson and wife  
Edith L. Wilkerson 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. 159 on page 438  
of the Record of Trust Deeds, on the 24th. 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.

First National Bank  
By: Gerald R. Taylor  
Gerald R. Taylor, Asst. Vice President

STATE OF MISSISSIPPI, } ss.  
DeSoto County.

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 5th. day of August, A. D. 19 75



Dennis J. Ingram  
5-7-77 My Commission Expires Mar 7, 1977

LAWRENCE-GARTHWOOD 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 Aug. 1975, and that the same has been  
recorded in Book 189 Page 128 records of REAL ESTATE TRUST DEEDS  
of said County.  
Witness my hand and seal this the 11 day of Aug 1975.  
Fees \$ 2.50 pd.  
SEAL H. P. Ferguson CLERK



Paid, Satisfied and Cancelled

This 22<sup>nd</sup> day of September 1975

Security Bank of Southaven  
Solomon V.P.

Attest  
H. G. Ferguson  
Chancery Clerk by E. Miller

FOR REAL ESTATE, CHATTEL OR BOTH

Clarence G. Nelson, et ux  
To { DEED OF TRUST  
Security Bank of Southaven

THIS INDENTURE, Made this 14<sup>th</sup> day of August 1975  
between Clarence G. Nelson and wife, Martha W. Nelson

of the first part,  
and Security Bank of Southaven, Branch of Security Bank of Hernando  
of the second part,

WITNESSETH, That whereas, said parties of the first part, being indebted to the said part Y  
of the second part in the sum of Two Thousand Dollars (\$2,000.00) evidenced  
by a promissory note of even date, bearing 10% interest from date, due and repayable on  
or before February 2, 1976.

and any further amount that the party of the second part may furnish the party of the first part during the year 1976 not to exceed  
and the party of the first part hereby 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 ~~grow on the land~~ and all the crops of every kind to be grown by ~~the party of the first part~~ and  
family, or any hands working with or under ~~the party of the first part~~, either as landlord or tenant or otherwise, during the year 1976 on the land that  
~~is or may hereafter be sold, mortgaged, or otherwise encumbered~~ farming implements of every kind and

Lot 1199, Section "F", Greenbrook Subdivision in Section 19, Township 1 South,  
Range 7 West, as per plat thereof recorded in Plat Book 9, Page 46 in the office of  
the Chancery Clerk of DeSoto County, Mississippi.

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 2nd day of February 1976 then this instrument to be void, but in default thereof the said Trustee shall take possession of said property, and after giving notice of the time, place and terms of sale, by advertisement according to law in DeSoto County, shall sell the same at public auction, to the highest bidder for cash, at such time and place as he shall designate in said advertisement. The proceeds of said sale shall be applied to the payment of said indebtedness and all costs incurred herein; and if there be a surplus, such surplus shall be refunded to the part ies of the first part. In case of failure or inability on the part of said Trustee to execute the trust herein conferred, the part Y of the second part, its assigns or legal representatives, can at any time appoint a Trustee to act in his stead.

Witness OUR signatures the date written above.  
CLARENCE G. NELSON  
Martha W. Nelson

STATE OF MISSISSIPPI, DESOTO COUNTY  
Personally appeared before me the undersigned authority of said County, the within named  
Clarence G. Nelson and wife, Martha W. Nelson

who acknowledged that they signed and delivered the foregoing Deed of Trust on the day and year therein mentioned.  
Gaugler my hand and official seal, this 14<sup>th</sup> day of August 1975  
(SEAL) Notary Public  
My Commission Expires: 3-2-78

STATE OF MISSISSIPPI, DESOTO COUNTY  
I certify that the within instrument was filed for record at 10 o'clock  
15 minutes A.M. 11 day of Aug 1975, and that the same has been  
recorded in Book 189 Page 129 records of REAL ESTATE TRUST DEEDS  
of said County.

Witness my hand and seal this the 11 day of Aug 1975.

Fees \$ 2.50 pd.

SEAL H. P. Ferguson, CLERK

130

Instrument of this instrument recorded in  
Book 1910 Page 655  
This the 2 day of March 1976  
H. H. [unclear] Clerk

VA Form 56-5422 (Direct Loan)  
Revised March, 1974  
Section 4811, Title 38 U. S. C.

MISSISSIPPI

PURCHASE-MONEY  
**DEED OF TRUST**

This DEED OF TRUST, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 1975,  
by and between  
ROY A. TROUTT

, hereinafter called the Grantor; J. M. BAILEY

, hereinafter called the Trustee, and the Administrator of Veterans' Affairs, an Officer of the United States of America, whose principal office and post office address is Veterans Administration, Washington, D. C., and his successors in such office, as such, hereinafter, with his successors and assigns, called the Beneficiary:

WITNESSETH, That the Grantor, in consideration of the debt and trust hereinafter mentioned, and the sum of One Dollar (\$1.00) to the Grantor paid by the Trustee, the receipt whereof is hereby acknowledged, does by these presents grant, bargain, sell, convey, and warrant unto the Trustee, the following-described property, situated in the County of DESOTO, State of Mississippi, to wit:

Lot 185, Section C, Twin Lakes Subdivision, in Section 6, Township 2 South, Range 8 West, as per plat thereof recorded in Plat Book 8, Pages 41, 42 and 43, in the office of the Chancery Clerk of DeSoto County, Mississippi.

together with 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  
654 PAGE 395  
THIS 17th DAY OF August 1993

W. E. Davis  
Chancery Clerk

NOTICE: This is a purchase money deed of trust. Any valid satisfaction, cancellation, partial release, or foreclosure hereof shall likewise apply to the vendor's lien retained by Beneficiary on said property.

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

IN TRUST, HOWEVER, to secure to the Beneficiary named above, the payment of a certain promissory note of even date herewith in the principal sum of TWENTY-THREE THOUSAND FOUR HUNDRED Dollars (\$ 23,400.00 ), with interest from date at the rate of EIGHT & ONE-HALF per centum ( 8 1/2 % ) per annum on the balance remaining from time to time unpaid; principal and interest being payable at the office of the Loan Guaranty Officer, Veterans Administration Center, Jackson, Mississippi, or at such other place as the holder may designate, in writing delivered or mailed to the Grantor, in monthly installments of ONE HUNDRED SEVENTY-NINE <sup>93/100</sup> Dollars (\$ 179.93 ), commencing on the FIRST day of SEPTEMBER, 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 AUGUST, 2005.

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

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

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

- (a) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable to renew the policies of fire and other hazard insurance on the premises covered by this Deed of Trust, plus taxes and assessments next due on these premises (all as estimated by the Beneficiary, and of which Grantor is notified) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by the Beneficiary in trust to pay said ground rents, premiums, taxes, and special assessments.
- (b) The aggregate of the amounts payable pursuant to subparagraph (a) and those payable on the note secured hereby, shall be paid in a single payment each month, to be applied to the following items in the order stated:
  - (i) ground rents, if any, taxes, special assessments, fire and other hazard insurance premiums;
  - (ii) interest on the note secured hereby; and
  - (iii) amortization of the principal of said note.

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

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

quired, the amount then remaining to credit of Grantor under (a) of paragraph 2 preceding, as a credit on the interest accrued and unpaid and the balance of the principal then remaining unpaid on the note secured hereby.

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

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

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

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

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

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

10. He will not execute or file of record any instrument which imposes a restriction upon the sale or occupancy of the property described herein on the basis of race, color or creed.

If Grantor fails to pay when due any sum secured hereby or fails to abide by or perform any of the covenants or agreements contained herein, be adjudicated bankrupt or made defendant in a bankruptcy or receivership proceeding; then, in any such event, Beneficiary may, at his option, declare all indebtedness secured hereby immediately due and payable.

If the Grantor shall well and truly keep and perform all the covenants and agreements in this Deed of Trust, and in the note hereby secured and well and truly pay off and discharge the said note and other indebtedness secured hereby, then this conveyance shall be null and void, but otherwise shall remain in full force and effect and at the request of the Beneficiary, the said Trustee, or any successor appointed in his stead, shall sell the premises covered hereby at public auction for cash to the highest and best bidder, during legal hours, at any front door of the county courthouse of DESOTO County, State of Mississippi, after giving notice, by advertising and posting as required by law, of the time, place, and terms of sale, and out of the proceeds arising from such sale, the said Trustee, or any successor, shall first pay all the costs and expenses of executing this Trust, including a reasonable compensation of said Trustee; next, said Trustee shall pay the balance of the indebtedness hereby secured then remaining unpaid; next, said Trustee shall reimburse the Veterans Administration for any sums paid by it on account of the guaranty or insurance of the indebtedness secured hereby; and lastly, any balance remaining in the hands of said Trustee shall be paid to the Grantor. The Beneficiary, acting by and through an official of the Veterans Administration appointed and qualified pursuant to Sections 212 and 1820, Title 38, U. S. Code, and Sections 36:4342 and 36:4520 of the Regulations issued thereunder, or any subsequent holder of the note is hereby authorized and empowered to appoint and substitute another Trustee in the place of the Trustee named herein, at any time, by writing, duly signed and acknowledged and recorded in the county or counties where the premises covered hereby are situate, and such appointee shall have full power as the Trustee herein, together with all the rights and privileges thereunto belonging. If the holder of the note is a corporation, its president or any vice president may select and appoint such substituted Trustee. No one exercise of this power of appointment, power of sale, or any other power or right given in this Deed of Trust shall exhaust the right to exercise such power, but all rights and powers herein given may be exercised as often as may be necessary to achieve the perfect security and the collection of the indebtedness secured by this Deed of Trust until said indebtedness is fully paid and discharged. At any sale made to enforce the Trust herein given, the Beneficiary, or any person in interest, may become a purchaser, and upon payment of the purchase price, the Trustee shall execute a deed of conveyance, which conveyance shall vest full and perfect title in such purchaser upon payment of the purchase price.

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

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

Title 38, United States Code and the Regulations issued thereunder shall govern the rights, duties and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Title or Regulations are hereby amended and supplemented to conform thereto.

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

In WITNESS WHEREOF, the Grantor(s) ~~has~~ <sup>has</sup> hereunto set his hand(s) the day and year herein first written above.

*[Signature]*  
ROY & TROUTT

STATE OF MISSISSIPPI,  
COUNTY OF \_\_\_\_\_

Personally appeared before me \_\_\_\_\_, the undersigned \_\_\_\_\_ authorized \_\_\_\_\_  
in and for said County, the within named ROY A. TROUTT \_\_\_\_\_  
\_\_\_\_\_ who acknowledged that he signed and  
delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and seal this eighth day of August

My Commission Expires March 13, 1978

*[Signature]*



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 Aug 1975, and that the same has been  
recorded in Book 189 Page 130 records of REAL ESTATE TRUST DEEDS  
of said County.

Witness my hand and seal this the 11 day of Aug 1975.

Fees \$ 4.50 pd.

SEAL *[Signature]* CLERK

11:00 A.M.  
d County, conveyance on the day of 19  
agent.  
Fulton  
Garrison, Mississippi 39216

H. D. Ferguson  
CHANCERY CLERK

# Deed of Trust

To

THIS DEED OF TRUST, Made and entered into this the 16th day of July, 19 75  
by and between Albertine-McCrory Builders, Inc.

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

WITNESSETH: THAT WHEREAS the Grantors are justly indebted to the Beneficiary in the full sum of  
Five Hundred Ninety Four Thousand and No/100 - - - - - DOLLARS  
(\$ 594,000.00), 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 Albertine-McCrory Builders, Inc., 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 \$22,000.00 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, there-  
upon situated and thereunto belonging, lying and being situated in the City or Town of \_\_\_\_\_  
District of DeSoto County, State of Mississippi, and more particularly described  
as follows, to-wit:

Lots 34, 53, 54, 62, 75, 76, 77, 78, 85, 89, 90 and 91, Section A Revised, Greenbrook  
Subdivision, in Section 19, Township 1 South, Range 7 West, as per plat thereof in  
Plat Book 8, Pages 53 and 54;

Lots 219, 225, 230, 231, 232, 233, 234, 235 and 377, Section B, Revised, Greenbrook  
Subdivision, in Section 19, Township 1 South, Range 7 West, as per plat thereof in  
Plat Book 8, Pages 51 and 52;

Lots 503, 517, 588, 595, 609 and 621, Section C Revised, Greenbrook Subdivision in  
Section 19, Township 1 South, Range 7 West, as per plat thereof in Plat Book 8, Pages  
49 and 50, all recorded in the office of the Chancery Clerk of DeSoto County, Missis-  
sippi.

Partial Release of this Instrument Recorded in  
Real Estate 710 Book  
No 230 Page 749  
This 14 day of Sept. 19 28  
H. D. Ferguson Clerk

Partial Release of this Instrument Recorded in  
Real Estate 710 Book  
No 206 Page 47  
This 19 day of Nov 19 26  
H. D. Ferguson Clerk

Partial Release of this Instrument Recorded in  
Real Estate 710 Book  
No 204 Page 240  
This 22 day of Sept 19 26  
H. D. Ferguson Clerk

Partial Release of this Instrument Recorded in  
Real Estate 710 Book  
No 203 Page 716  
This 24 day of Sept 19 27  
H. D. Ferguson Clerk

Partial Release of this Instrument Recorded in  
Real Estate 710 Book  
No 203 Page 716  
This 24 day of Sept 19 27  
H. D. Ferguson Clerk

This is a construction loan and should the improvements be left in an incompleated condition at the time when the contract, according to its terms is to be completed, or if completed, subject to any unpaid bills for labor or material, such condition shall constitute an event of default and the entire accrued indebtedness shall in that event become accelerated and matured for the purpose of foreclosure at the option of the holder, who shall not be required to give any notice other than the advertisement for foreclosure provided herein. 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.

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

First: This deed of trust secures not only the aforementioned indebtedness but also such future and additional advances as may be made to the grantors, or either of them, by the beneficiary in a sum of not exceeding \$100,000.00 (the beneficiary to be the sole judge as to whether or not any such future or additional advancements will be made), as well as any additional indebtedness heretofore, now, or hereafter contracted with the beneficiary by the grantors, or either of them, before the cancellation of record of this instrument, whether such indebtedness be represented by promissory notes, open account, over-draft or otherwise, including also any indebtedness of any grantor made as joint maker, surety, endorser or guarantor, together with all extensions and renewals of any of the aforementioned obligations, or any part thereof, and whether otherwise secured or not.

Second: The grantors herein shall pay all taxes and assessments, general or special, which may be levied or assessed upon the property herein described promptly when the same shall become due, and keep the improvements situated upon said land insured at all times during the continuance of this deed of trust against loss or damage by fire, storm and other hazard for the maximum amount of insurance obtainable or in such amount as may be approved by the beneficiary, in some solvent insurance company or companies authorized to do business in the state of Mississippi, and satisfactory to the said beneficiary, with standard mortgage clause attached in favor of said beneficiary, or the legal holder of said note or notes, and shall have the policy or policies of insurance assigned and delivered to the legal holder or holders of the indebtedness secured hereby, and on failure so to do, then the legal holder of the note or notes, or either of them, may pay said taxes and assessments, redeem the property from any tax sale, or sales, if it has been sold, and insure said property, pay the premiums, and have a lien for the same, with interest at the rate of six per centum per annum from date until paid, and the trustee herein shall have all of the powers of sale or otherwise, in reference to said payments as for default in the payments of the original indebtedness, and the failure to promptly repay the legal holder or holders of the said note or notes, or either of them, any money so expended, upon demand, shall render the whole indebtedness herein secured, at the option of the legal holder of said indebtedness immediately due and payable. In event of loss or damage to the premises by fire or other hazard, the Grantors will give immediate notice by mail to the Beneficiary, who may make proof of loss if not made promptly by the Grantors, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Beneficiary instead of to the Grantors and the Beneficiary jointly, and the insurance proceeds or any part thereof, may be applied by the Beneficiary at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this Deed of Trust, or other transfer of title to the said premises in extinguishment of the indebtedness secured hereby, all right, title, and interest of the Grantors in and to any insurance policies then in force shall pass to the purchaser or grantee.

Third: If default be made in any payment of any installment or principal or interest or of any indebtedness herein provided for when the same may become due and payable, then the whole of the indebtedness secured in and by this instrument may, at the option of the beneficiary, and without notice to the Grantors, be declared immediately due and payable.

Fourth: A failure on the part of the beneficiary to exercise any option herein contained in the event of default being made, shall not constitute a waiver of the beneficiary's right to exercise said option in the event of any subsequent default.

Fifth: In case the grantors or either of them, or their vendees of the property herein conveyed, immediate or remote, should become insolvent, or apply to a bankruptcy court to be adjudicated a voluntary bankrupt, or proceedings be instituted to put them in involuntary bankruptcy, or should any proceedings be taken against the grantors, or their said vendees, immediate or remote, or either of them, looking to the appointment of a receiver, assignee, or trustee, then, and in either or any such case, all rents becoming due thereafter on the property herein conveyed shall be due and payable to the beneficiary herein, to be applied on the indebtedness secured hereby, and the whole indebtedness hereby secured, may, at the option of the said Beneficiary, or any holder of said indebtedness, be declared due and payable.

Sixth: The grantors further bind themselves not to abandon said property and covenant that waste will not be committed or suffered to be committed thereon, and a breach of either of these agreements and conditions shall cause the entire indebtedness, secured hereby, to become due and payable at the option of the said Beneficiary, or any holder of said indebtedness. It is further agreed that in event the undersigned grantors fail to keep in as good state of repair as they now are, the buildings and appurtenances hereinabove conveyed, that the Beneficiary herein shall have the right at Beneficiary's option to make needed repairs, betterments or improvements, and that any expenditure for such purpose will be a legitimate indebtedness against the undersigned and against the property embraced in this deed of trust, and the cost of any such repairs, betterments or improvements will become a part of the debt secured by this instrument.

Seventh: When any payment shall be made to Beneficiary, by the grantors herein, the said Beneficiary, or the legal holder of said note or notes or other indebtedness, shall have the exclusive right to make application of said payments to any part of the indebtedness hereby secured which either of them may elect, whether the indebtedness to which said payments may be applied be specifically mentioned in this deed of trust or not.

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

Ninth: The grantors waive the provisions of Chapter 248, Laws of Mississippi of 1934, and laws amendatory thereof, in any, so far as said Section restricts the right of the trustee to offer at sale more than one hundred and sixty acres at a time, and the trustee may offer the property herein conveyed as a whole regardless of the manner in which it may be described.

Tenth: The attorney's fees provided for in the above described notes and the trustee's fee provided for in this deed of trust are hereby made liens on the above described property and the grantors hereby promise to pay the same should they become due under the terms of the said notes and this deed of trust. A reasonable attorney's fee and all costs in connection with any litigation to protect this security or in seeking to have this deed of trust reformed by judicial proceedings, where necessary by mistake in this act, shall constitute a part of the debt secured hereby and become immediately due and payable to the beneficiary upon demand. If the Beneficiary, or the legal holder of said note or notes or other indebtedness, shall deem it best to proceed in equity, to foreclose this deed of trust, then a reasonable fee shall be allowed by the court to the attorney representing the beneficiary under this deed of trust.

Eleventh: The Grantors agree to pay all usual and necessary costs incident to the cancellation upon the record or records of this Deed of trust after the indebtedness hereby secured has been paid in full.

Twelfth: In the event that this deed of trust is subordinate to any other deed of trust or lien of any kind, the Beneficiary may, in the event of a default in the performance of any covenant or agreement in the prior deed of trust or in the event of default in payment of any indebtedness secured by any other prior lien when due, at its option declare the entire indebtedness secured by this deed of trust immediately due and payable, or the Beneficiary may perform any such defaulted covenant or agreement to such extent as the Beneficiary may determine or pay any part of the indebtedness which is in default, with resultant right of subrogation, and the Beneficiary shall have a lien for the same with interest at the rate of six per centum (6%) per annum from date until paid, and the trustee shall have all of the powers of sale or otherwise, in reference to said payments as for default in the payments of the original indebtedness secured by this deed of trust, and the failure to promptly repay the Beneficiary any monies so expended, upon demand, shall render the whole indebtedness herein secured, at the option of the legal holder of said indebtedness, immediately due and payable.

Thirteenth: The beneficiary, or any owner or holder of the note secured hereby, may at pleasure, without giving formal notice to the original or any successor trustee, or to the grantors herein or their vendees of the property herein conveyed, immediate or remote, and without regard to the willingness or inability of any such trustee to act, or to execute this trust, appoint another person or succession of persons to act as trustee herein, and such appointee or substitute shall have all the title, authority and powers in the execution of this trust as are vested in the trustee herein named. If the beneficiary, or the owner or holder of the note secured hereby, be a corporation, such appointment may be made by any one of its officers or agents. No one exercise of this power of appointment, power of sale, or any other power or right given in this Deed of Trust shall exhaust the right to exercise such power, but all rights and powers herein given may be exercised as often as may be necessary to achieve the perfect security and the collection of the indebtedness secured by this Deed of Trust until said indebtedness is fully paid and discharged. At any sale had by any Trustee hereunder, the Trustee may, from time to time, adjourn said sale to a later date without readvertising the sale by giving notice of the time and place of such continued sale at the time when and where the Trustee shall make such adjournment, and at any sale made to enforce the Trust herein given, the Beneficiary, or any person in interest, may become a purchaser, and upon payment of the purchase price the Trustee shall execute a deed of conveyance, which conveyance shall vest full and perfect title in such purchaser upon payment of the purchase price.

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness and any and all other indebtedness that may become due and owing to the beneficiary, under the terms of this instrument, and secured hereby, including the payment of, any sum which may be expended or any indebtedness which may be incurred by the beneficiary, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security, and any other indebtedness that may become due and owing by the grantors to the beneficiary during the term of this deed of trust arising in any manner whatsoever. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any instalment thereon, or of any instalment of interest, or in the payment of taxes or insurance as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other covenant herein contained, then in that event the entire principal sum secured hereby, with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, be and become at once due and payable without notice to the grantors, and the trustee herein named, or his successor, or successors, shall, at the request of the beneficiary, sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid, then unpaid, after giving notice of the time, place and terms of sale as required by Section 888 of the Mississippi Code of 1942 and amendments, if any, thereto, and make deed to the purchaser or purchasers thereof. Out of the proceeds arising from said sale, the costs and expenses of executing this Deed of Trust, including a ten (10%) percent trustee's fee, which is hereby agreed to be a reasonable trustee's fee, and the attorney's fee prescribed in said note or notes, shall first be paid, next the amount of said indebtedness then remaining unpaid shall be paid and lastly, any balance remaining shall be paid to the undersigned grantors or to their proper representatives, agents or assigns.

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

IN TESTIMONY WHEREOF, Witness the signature of the grantors on this the day and date first above written.

ALBERTINE McCROBY BUILDERS, INC.  
*Gary Albertine*  
GARY ALBERTINE, PRESIDENT  
*Charlie McCroby*  
CHARLIE McCROBY, SECRETARY



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~~ TENNESSEE

COUNTY OF ~~DESO~~ SHELBY

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

Gary Albertine and Charlie McCrory

who severally acknowledged that they are President and Secretary respectively of

Albertine McCrory 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 16th day of July, 1975

Cliff E. Anderson  
Notary Public

My Commission expires Sept. 13, 1977

LAND  
Deed of Trust

FROM  
ALBERTINE MCCRORY BUILDERS, INC.  
TO  
NATIONAL MORTGAGE COMPANY

STATE OF MISSISSIPPI } Chancery Court  
Desoto County.

I certify that this Deed of Trust was filed for record in my office at 2:00 o'clock P. M., on the 11 day of August 1975 and was duly recorded the \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_ on page \_\_\_\_\_ 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 2 o'clock 20 minutes P. M. 11 day of Aug 1975, and that the same has been recorded in Book 189 Page 124 records of REAL ESTATE TRUST DEEDS of said County.  
Witness my hand and seal this the 11 day of Aug 1975.  
Fees \$ 5.00 pd.

SEAL H. P. Ferguson CLERK

8.90 D. Onte

# RELEASE DEED

WHEREAS, by a certain trust deed dated the 17th day of December, 19 68, and recorded in Book 106, page 459, in the Register's Office of DeSOTO County, ~~Mississippi~~, Mississippi, DAVID C. MINOR and wife, MARY P. MINOR as Trustors, conveyed to DELTA TITLE COMPANY as Trustee, the real estate in said trust deed described, for the purpose of securing the payment of an indebtedness evidenced by notes fully described in said 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;

NOW, THEREFORE, in consideration of the premises, the undersigned, OCCIDENTAL LIFE INSURANCE COMPANY OF CALIFORNIA, as the 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 quitclaims and conveys unto the said Trustors, their heirs and successors 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, OCCIDENTAL LIFE INSURANCE COMPANY OF CALIFORNIA, covenants with the said Trustors that it is the legal owner and holder of the notes described in and secured by said trust deed, and that it has the lawful right to release and discharge the lien thereof.

IN WITNESS WHEREOF, the said OCCIDENTAL LIFE INSURANCE COMPANY OF CALIFORNIA has caused its corporate name to be signed hereto by and through its proper officers duly authorized so to do this the 29th day of July, 19 75.

This instrument was prepared by:  
 OCCIDENTAL LIFE INSURANCE COMPANY  
 OF CALIFORNIA  
 Hill and Olive at 12th Street  
 Los Angeles, California 90054

OCCIDENTAL LIFE INSURANCE COMPANY  
 OF CALIFORNIA

*J. D. Hughes*  
 J. D. Hughes, Vice President  
 Attest: *Sherman Gilman*  
 Sherman Gilman, Assistant Secretary



STATE OF CALIFORNIA  
 COUNTY OF LOS ANGELES

Before me, the undersigned Notary Public in and for the County and State aforesaid, personally appeared J. D. Hughes and Sherman Gilman with whom I am personally acquainted and who upon oath acknowledged themselves to be the Vice President and Assistant Secretary, respectively of OCCIDENTAL LIFE INSURANCE COMPANY OF CALIFORNIA the within named bargainor, a corporation, and they as such Vice President and Assistant Secretary, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by the said Vice President, and attesting the same by the Assistant Secretary.

WITNESS my hand and official seal at office this 29th day of July, 19 75.

MY COMMISSION EXPIRES: *Barbara Brisso*  
 Notary Public

Address of Property \_\_\_\_\_  
 Mailing Address for Tax Notices \_\_\_\_\_

98C-227 ED. 9-67



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 Aug, 1975, and that the same has been recorded in Book 189 Page 138 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 11 day of Aug, 1975.

Fees \$ 2.50 pd.

SEAL *H. P. Ferguson*, CLERK

Assignment of this Instrument Recorded in  
Deed Estate TID Book  
No. 200 Page 566  
This the 2 day of June 1976  
H. D. Ferguson Clerk

Assignment of this Instrument Recorded in  
Deed Estate TID Book  
No. 191 Page 534  
This the 8 day of Oct 1975  
H. 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 7th day of August, 1975, by and between James W. King and wife, Margaret B. King

, hereinafter called the Grantor;  
Max B. Ostner, Jr., hereinafter called the Trustee, and

James E. McGehee & Company, Inc., a corporation organized and existing under the laws of the state of Tennessee, having its principal office and post-office address at 2200 Commerce Square, Memphis, TN 38103, 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:

Revised  
Lot 82, Section "A" Lakewood Estates Subdivision (Bridgetown Subdivision) in Section 23, Township 2 South, Range 7 West, as per plat thereof recorded in plat book 11, pages 1-3 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 the seller 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

James E. McGehee & Company, Inc., a corporation organized and existing under the laws of the State of Tennessee, the payment of a certain promissory note of even date herewith in the principal sum of Thirty-Four Thousand, Fifty & 00/100-----Dollars (\$ 34,050.00 ), with interest from date at the rate of eight per centum ( 8.00 %) per annum on the balance remaining from time to time unpaid; principal and interest being payable at the office of

James E. McGehee & Company, Inc., 2200 Commerce Square  
in Memphis, TN 38103

or at such other place as the holder may designate, in writing, in monthly installments of Two Hundred Forty Nine and 93/100-----Dollars (\$ 249.93 ), commencing on the first day of September, 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 August, 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  
599 page 364  
JMS 27 DAY OF Aug 19 92  
W. E. Davis  
Chancery Clerk  
W. M. Williams, Jr.

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

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

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

(II) If and so long as said note of even date and this instrument are held by the Secretary of Housing and Urban Development, a monthly charge (in lieu of a mortgage insurance premium) which shall be in an amount equal to one-twelfth (1/12) of one-half (1/2) per centum of the average outstanding balance due on the note computed without taking into account delinquencies or prepayments;

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

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

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

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

(III) interest on the note secured hereby; and

(IV) amortization of the principal of said note.

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

3. If the total of the payments made by the Grantor under (b) of paragraph 2 preceding shall exceed the amount of the payments actually made by the Beneficiary for ground rents, taxes, or assessments, or insurance premiums, as the case may be, such excess by 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 and for 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 thirty (30) from the date hereof (written

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

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

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

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

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

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

James W. King  
James W. King  
Margaret B. King  
Margaret B. King

STATE OF MISSISSIPPI,  
COUNTY OF DESOTO

Personally appeared before me, the undersigned authority, James W. King and wife, Margaret B. King, 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 August, 1975.  
My Commission Expires: \_\_\_\_\_  
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY  
I certify that the within instrument was filed for record at 10 o'clock 30 minutes A. M. 12 day of August 1975, and that the same has been recorded in Book 189 Page 139 records of REAL ESTATE TRUST DEEDS of said County.  
Witness my hand and seal this the 13 day of August 1975.  
Fees \$ 5.00 pd.  
SEAL H. P. Ferguson CLERK

142

Assignment of this instrument Recorded in  
Real Estate Book  
No. 191 Page 284  
This the 29 day of Sept. 19 75  
H. S. Ferguson

Assignment of this instrument Recorded in  
Real Estate Book  
No. 196 Page 652  
This the 2 day of Mar 19 76  
H. S. Ferguson

Assignment of this instrument Recorded in  
Real Estate Book  
No. 362 Page 726  
This the 14 day of April 19 86  
H. S. Ferguson

STATE OF MISSISSIPPI  
FHA FORM NO. 2125-  
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 7th day of August, 1975, by and between JAMES E. YEARWOOD and wife, SHIRLEY M. YEARWOOD,

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 32, 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., 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-Five Thousand Seven Hundred and No/100\*\*\*\*\* Dollars (\$ 25,700.00 ), with interest from date at the rate of Seven & three-fourths <sup>the</sup> percentum ( 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 One Hundred Eighty-Four and 27/100\*\*\*\*\* Dollars (\$ 184.27 ), commencing on the first day of October, 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 September, 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 INDICATED IN BOOK  
445 PAGE 699  
THIS 18 DAY OF August 19 78  
W. E. Davis by H. S. Ferguson

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

- (a) An amount sufficient to provide the holder hereof with funds to pay the next mortgage insurance premium if this instrument and the note secured hereby are insured, or a monthly charge (in lieu of a mortgage insurance premium) if they are held by the Secretary of Housing and Urban Development, as follows:
  - (I) If and so long as said note of even date and this instrument are insured or are reinsured under the provisions of the National Housing Act, an amount sufficient to accumulate in the hands of the holder one (1) month prior to its due date the annual mortgage insurance premium, in order to provide such holder with funds to pay such premium to the Secretary of Housing and Urban Development pursuant to the National Housing Act, as amended, and applicable Regulations thereunder; or
  - (II) If and so long as said note of even date and this instrument are held by the Secretary of Housing and Urban Development, a monthly charge (in lieu of a mortgage insurance premium) which shall be in an amount equal to one-twelfth (1/12) of one-half (1/2) per centum of the average outstanding balance due on the note computed without taking into account delinquencies or prepayments;
- (b) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable to renew the policies of fire and other hazard insurance on the premises covered by this Deed of Trust, plus taxes and assessments next due on these premises (all as estimated by the Beneficiary) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by the Beneficiary in trust to pay said ground rents, premiums, taxes, and special assessments; and
- (c) All payments mentioned in the two preceding subsections of this paragraph and all payments to be made under the note secured hereby shall be added together, and the aggregate amount thereof shall be paid by the Grantor each month in a single payment to be applied by the Beneficiary to the following items in the order set forth:
  - (I) premium charges under the contract of insurance with the Secretary of Housing and Urban Development, or monthly charge (in lieu of mortgage insurance premium), as the case may be;
  - (II) ground rents, if any, taxes, special assessments, fire and other hazard insurance premiums;
  - (III) interest on the note secured hereby; and
  - (IV) amortization of the principal of said note.

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

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

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

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

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

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

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

statement of any officer of the Department of Housing and Urban Development (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 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 E. Yearwood*  
James E. Yearwood  
*Shirley M. Yearwood*  
Shirley M. Yearwood

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 E. Yearwood and Shirley M. Yearwood, 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 August, 1975.

My Commission Expires  
April 8, 1979.

*Edna E. Camp*  
NOTARY PUBLIC

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 30 minutes A.M. 12 day of August 1975, and that the same has been recorded in Book 189 Page 142 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 13 day of August 1975.

Fees \$5.00 pd.

SEAL *H. P. Ferguson* CLERK



PARTIAL RELEASE

For and in consideration of the sum of TEN DOLLARS (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, THE HERNANDO BANK, Hernando, Mississippi, ----- does hereby release from the lien of the Deed of Trust given by REEVES-WILLIAMS, INC., A Mississippi Corporation, ----- for the benefit of THE HERNANDO BANK, Hernando, Mississippi, ----- which Deed of Trust is dated January 7, 1975, and recorded in Deed of Trust Book 182, Page 475 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. 15, Oak Grove Subdivision, Revised Plat, in Sections 13 & 24, Township 3 South, Range 8 West (DeSoto County, Mississippi), as recorded in Plat Book 13, Page 38, in the Office of the Chancery Clerk of DeSoto County, Mississippi; to which plat reference is made for a more particular description of said lot.

SUBJECT TO: City of Hernando ordinances on subdivision and zoning; Rights-of-Way and Easements for public roads and public utilities, and Restrictive Covenants for said subdivision as recorded in Plat Book 13, Page 38 in said Clerk's Office.

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 -----  
 In all other respects said Deed of Trust recorded in Deed of Trust Book 182, Page 475 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 12 day of August, 1975.

THE HERNANDO BANK  
 Hernando, Mississippi

By A. S. Ballard, Jr.  
 A. S. Ballard, Jr., PRESIDENT

STATE OF MISSISSIPPI

COUNTY OF DeSOTO

THIS DAY personally appeared before me, the undersigned authority in and for said County and State, A. S. BALLARD, JR., the President of THE HERNANDO BANK, Hernando, Mississippi, who acknowledged that he signed and delivered the foregoing Partial Release on the date mentioned therein and for the purposes expressed.

GIVEN under my hand and Official Seal this, the 12 day of August, 1975.

Elvin M. Barber  
NOTARY PUBLIC



STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 15 minutes A. M. 13 day of August 1975, and that the same has been recorded in Book 189 Page 145 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 13 day of August 1975.

Fees \$ 3.00 pd.

SEAL H. P. Ferguson, CLERK

BANK OF MISSISSIPPI, GRANTOR

TO

PARTIAL RELEASE

B. L. HAMMACK, ET UX, GRANTEES

For and in consideration of Ten Dollars (\$10.00) and other good and valuable considerations, the Bank of Mississippi, Olive Branch, Mississippi does hereby release from the lien those certain deeds of trust given by B. L. Hammack and wife, Betty J. Hammack, to the Bank of Mississippi, dated August and dated October 31, 1973 27, 1971/and recorded in the Office of the Chancery Clerk of DeSoto County, Mississippi in Trust Deed Books 132, Page 434/and 172, Page 455 respectively the land in DeSoto County, Mississippi described as follows, to-wit:

Begin at a stake located 530 feet east of the north-south half section line and 413.5 feet north of the east-west half section line of Section 2, Township 3 South, Range 7 West, DeSoto County, Mississippi, said stake being the point of beginning; thence eastwardly 180.0 feet along a line running parallel with the said east-west half section line to a stake; thence southwestwardly 112.2 feet to a stake; thence eastwardly 475.62 feet on a line running parallel with said east-west half section line to a stake; thence north 244.5 feet on a line running parallel with the north-south half section line to a stake in the north line of the Bettye J. Hammack tract; thence westwardly 633.62 feet along said north line to a stake; thence south 131.0 feet on a line running parallel with said north-south half section line to a stake; said stake being the point of beginning and containing 3.12 acres.

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 necessary marginal notations to fully perfect the same.

WITNESS our signatures this the 17th day of August, 1975.

THE BANK OF MISSISSIPPI  
By C. W. Kelly

ATTEST:  
Jim Davis  
STATE OF MISSISSIPPI  
COUNTY OF DESOTO

This day personally appeared before me, the undersigned authority in and for said County and State, the within named C. W. Kelly 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 expresses, he having the corporate authority to do so.

GIVEN under my hand and official seal of office this the 11<sup>th</sup> day of

August 1975.



Linda C. Perry  
Notary Public

MY COMMISSION EXPIRES:

Nov. 24, 1975

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 1 o'clock 45 minutes P. M. 12 day of August 1975, and that the same has been recorded in Book 189 Page 147 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 13 day of August 1975.

Fees \$ 3.00 pd.

SEAL H. P. Ferguson, CLERK

Assignment of this Instrument Recorded in  
Real Estate T10 Book  
No. 241 Page 358  
This the 19 day of April 1979  
J. S. Ferguson

Assignment of this Instrument Recorded in  
Real Estate T10 Book  
No. 189 Page 661  
This the 29 day of August 1975  
H. H. Ferguson Clerk

VA Form 24-6822 (Home Loan)  
Revised December 1962. Use Op-  
tional Section 1810, Title 38,  
U.S.C. Acceptable to Federal  
National Mortgage Association.

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

# DEED OF TRUST

D-22980-SR

THIS DEED OF TRUST, made and entered into this 5th day of AUGUST, 1975,  
by and between

JAMES WILLIAM BARSHINGER & WIFE, ELIZABETH N. BARSHINGER

, 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 63, GREENBROOK SUBDIVISION, SECTION A, REVISED, AS SHOWN ON PLAT OF RECORD  
IN PLAT BOOK 8, pages 53 & 54, IN SECTION 19, TOWNSHIP 1 SOUTH, RANGE 7 WEST,  
IN THE OFFICE OF THE CHANCERY CLERK OF DESOTO COUNTY, MISSISSIPPI, TO WHICH PLAT  
REFERENCE IS HEREBY MADE FOR A MORE PARTICULAR DESCRIPTION OF SAID LOT, AS PER  
SURVEY BY RALPH F. HASSA, CIVIL ENGINEER DATED JULY 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 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.

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 was made, or until the date such  
guaranty, the mortgagee herein may, at its option, declare all sums  
secured by this mortgage immediately due and payable. The  
mortgagee covenants and agrees that so long as this mortgage and  
the said debt secured hereby are outstanding under the provisions of  
the Servicemen's Readjustment Act, it will not execute or file for  
recognition 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  
710 PAGE 763  
THIS 12th DAY OF Nov., 1993.

W. E. Davis  
CHANCERY CLERK by J. P. Harkley & c

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

IN TRUST, HOWEVER, to secure to the Beneficiary named above, the payment of a certain promissory note of even date herewith in the principal sum of THIRTY FOUR THOUSAND AND NO/100----- Dollars (\$ 34,000.00-- ), with interest from date at the rate of SEVEN AND 3/4----- per centum (7-3/4%) per annum on the balance remaining from time to time unpaid; principal and interest being payable at the office of NATIONAL MORTGAGE COMPANY, 4041 KNIGHT ARNOLD ROAD, in MEMPHIS, TENNESSEE, or at such other place as the holder may designate, in writing delivered or mailed to the Grantor, in monthly installments of TWO HUNDRED FORTY THREE & 78/100- Dollars (\$ 243.78---- ), commencing on the first day of SEPTEMBER, 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 AUGUST, 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 those premises (all as estimated by the Beneficiary, and of which Grantor is notified) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by the Beneficiary in trust to pay said ground rents, premiums, taxes, and special assessments.
- (b) The aggregate of the amounts payable pursuant to subparagraph (a) and those payable on the note secured hereby, shall be paid in a single payment each month, to be applied to the following items in the order stated:
  - (i) ground rents, if any, taxes, special assessments, fire and other hazard insurance premiums;
  - (ii) interest on the note secured hereby; and
  - (iii) amortization of the principal of said note.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

*James W. Barshinger*  
JAMES WILLIAM BARSHINGER

*Elizabeth N. Barshinger*  
ELIZABETH N. BARSHINGER

STATE OF MISSISSIPPI, TENNESSEE }  
COUNTY OF SHELBY }

Personally appeared before me *Albert J. Lehman*, the undersigned *Notary Public* in and for said County, the within named JAMES WILLIAM BARSHINGER and ELIZABETH N. BARSHINGER, 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 5th day of AUGUST, 1975.

My Commission Expires April 5, 1978

*Albert J. Lehman*



STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 1 o'clock 45 minutes P. M. 12 day of August 1975, and that the same has been recorded in Book 189 Page 149 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 13 day of August 1975.

Fees \$ 5.00 pd.

SEAL *H. P. Ferguson* CLERK



This instrument prepared by  
Collateral Investment Company  
2233 Fourth Avenue, North  
Birmingham, Alabama 35203  
ASSIGNMENT OF DEED  
OF TRUST

STATE OF MISSISSIPPI  
COUNTY OF DESOTO

For the sum of One Hundred and No/100 (\$100.00) Dollars and other good and valuable consideration, the receipt of which is acknowledged, the undersigned does hereby transfer and assign unto the \_\_\_\_\_

Collateral Mortgage Company

that certain Deed of Trust executed by William N. Davis and wife Anne Johnston Davis to P. E. Davis, Trustee, for the benefit of COLLATERAL INVESTMENT COMPANY, dated May 8th, 1975, securing a note in the sum of \$43,000.00 recorded in Book 186 Page 3, 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 Vice President, and has caused its corporate seal to be thereunto affixed, on this the 9th day of July, 19 75.

(SEAL)

COLLATERAL INVESTMENT COMPANY

ATTEST:

By Ernest J. Hamic  
Vice President

Judy Long  
Assistant Secretary

STATE OF ALABAMA  
COUNTY OF JEFFERSON

Before me the undersigned, a Notary Public in and for the aforesaid county and state, personally appeared the within named Ernest J. Hamic and Judy Long, who acknowledged that respectively, of and for and on behalf and by authority of Collateral Investment Company, a corporation organized and existing under the laws of the State of Alabama, signed the above and foregoing instrument and affixed the corporate seal of said corporation therewith 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, 19 75, A.D.



Brenda Collier  
NOTARY PUBLIC  
For the State of Alabama at Large  
My Commission expires 1-3-78

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 11 o'clock 45 minutes A.M. 12 day of August 1975, and that the same has been recorded in Book 189 Page 153 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 13 day of August 1975.

Fees 2.50 pd.

SEAL H. P. Ferguson CLERK

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This instrument prepared by  
Collateral Investment Company  
2233 Fourth Avenue, North  
Birmingham, Alabama 35203

ASSIGNMENT OF DEED OF TRUST

STATE OF MISSISSIPPI  
COUNTY OF DESOTO

For the sum of One Hundred and No/100 (\$100.00) Dollars and other good and valuable consideration, the receipt of which is acknowledged, the undersigned does hereby transfer and assign unto the FEDERAL NATIONAL MORTGAGE ASSOCIATION, a corporation organized and existing under the laws of the United States that certain Deed of Trust executed by William N. Davis & Anne Johnston Davis to P. E. Davis, Trustee, for the benefit of COLLATERAL INVESTMENT COMPANY, dated May 8, 1975, securing a note in the sum of \$ 43,000.00 recorded in Book 186 Page 3, 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 Vice President, and has caused its corporate seal to be thereunto affixed, on this the 10th day of July, 1975.

(SEAL)  
ATTEST:  
Judy Long  
Assistant Secretary

COLLATERAL MORTGAGE COMPANY  
By Ernest J. Hamic  
Vice President

STATE OF ALABAMA  
COUNTY OF JEFFERSON

Before me the undersigned, a Notary Public in and for the aforesaid County and State, personally appeared the within named Ernest J. Hamic and Judy Long, who acknowledged that respectively, of and for and on behalf and by authority of COLLATERAL MORTGAGE COMPANY, a corporation organized and existing under the laws of the State of Alabama, signed the above and foregoing instrument and affixed the corporate seal of said corporation therewith and delivered said instrument on the day and year therein mentioned.

Given under my hand and seal of office, this the 10th day of July, 1975, A.D.



Ernest Collier  
NOTARY PUBLIC  
For the State of Alabama at Large  
My Commission expires 1-3-76

STATE OF MISSISSIPPI, DESOTO COUNTY  
I certify that the within instrument was filed for record at 11 o'clock 47 minutes A. M. 12 day of August 1975, and that the same has been recorded in Book 189 Page 154 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 13 day of August 1975.

Fees \$ 2.50 pd.

SEAL H. P. Teranora CLERK

H.B. Ferguson  
CHANCERY CLERK

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12046

LAND DEED OF TRUST

WHEREAS, the undersigned W. E. Vaughn and Wife, Norma M. Vaughn is/are indebted to H. A. Ashby Jr. Trustee in the sum of Six thousand forty eight and no/100 Dollars, as evidenced by my/our promissory note in said amount, of even date herewith, dated and payable to the order of Termplan Inc. 5943 A Hwy 71 South Southaven, Miss. 38671 or Bearer, in 36 installments of \$ 168.00 each, and a final installment of \$ -0- on the 6th 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 renewal or extension 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 said 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 Southaven County of DeSoto and State of Mississippi, to-wit:-

Lot 247, Section B. in Brook Hollow Subdivision on Section 24, Township 1 South Range 8 West as shown by the plat recorded in Plat Book 7, Page 35 in the Office of The Chancery Clerk of Said County

together with all and singular the improvements thereon and appurtenances therewith 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 thereof may exercise the right of foreclosure of this instrument even though no default exists herein.

This covenant, 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 covenant 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 for 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 first mortgage 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, reconstructing, or replacement of the aforesaid property or to any balance remaining outstanding on the aforesaid note, or other said indebtedness, whether all thereof be then due or not; and that all taxes and other charges or pay said taxes and other charges, then 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 Trustee may, at its option, but is not required to, obtain such insurance and pay all such taxes and other charges, and all sums of money expended and may be received by said beneficiary from the proceeds of any sale of said property herein authorized. Notwithstanding the beneficiary shall have any obligation to pay taxes, or other such charges, or procure insurance herein provided for, and in case any insurance procured be cancelled by 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 unexpired 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 aforesaid 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 \$20,000.00 (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 herebefore, 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 accounts, or otherwise, including also any indebtedness of any grantor herein made as joint maker, jointly, endorser or guarantor, either direct, contingent or indirect, together with all extensions and renewals of any of the aforesaid obligations, or any part thereof, and whether otherwise secured or not.

Any and all acts authorized herein on the part of the beneficiary may be performed by it, acting through any of its officers; and should any instrument or assignment 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 other of the above mentioned note, or either of them, are hereby authorized to appoint, in writing, successor or substitute trustees in the place of the Trustee hereinbefore named, or the executor or administrators 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 in this instrument.

Witness the signature(s) of the undersigned this 6 day of August, 19 75

W. E. Vaughn  
Norma M. Vaughn

STATE OF MISSISSIPPI

COUNTY OF DeSoto

Personally appeared before me, the undersigned authority in and for said county and state, the within named H. A. Ashby Jr.

who acknowledged that he/she/they signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and official seal, this 6 day of August, 19 75

H. P. Ferguson  
My commission expires 12/31/79

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 30 minutes A M, 12 day of August 1975, and that the same has been recorded in Book 189 Page 155 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 13 day of August 1975.

This is 250 ml.

SEAL

H. P. Ferguson

CLERK

156

*JD*

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST

Class C

STATE OF MISSISSIPPI, }  
DeSoto County, } ss.

KNOW ALL MEN BY THESE PRESENTS: That THE HERNANDO BANK  
of Hernando, Mississippi, the beneficiary, does hereby certify that a certain trust deed  
bearing date the 1st day of March, 1974, made and executed by MARVIN C. WARD and  
wife, OPAL F. WARD, 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. 172 on page 265  
of the Record of Trust Deeds, on the 1st day of March, A. D. 1974, is now fully paid  
and satisfied; and I do hereby authorize the Clerk of the Chancery Court of said DeSoto  
County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of  
said County also as provided by law.

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  
A. S. BALLARD, JR., the President of  
in and for County and State aforesaid, THE HERNANDO BANK, who acknowledged that he signed and  
Hernando, Mississippi,  
delivered the above and foregoing instrument on the day and date for the purpose therein mentioned, as the act and deed  
of said bank, he being authorized so to do.

Given under my hand and seal of office this 11th day of August, A. D. 1975.

My Commission Expires 1978  
My Commission Expires:

*E. W. H. Tucker*  
NOTARY PUBLIC

LAWRENCE-GARDNER CO. 47844

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock  
30 minutes A. M. 12 day of August 1975, and that the same has been  
recorded in Book 189 Page 156 records of REAL ESTATE TRUST DEEDS  
of said County.

Witness my hand and seal this the 13 day of August 1975.

Fees \$ 2.50 pd.

SEAL *H. P. Ferguson* CLERK

CANCELLED BY AUTHORITY. RECORDED IN BOOK

492 465  
THIS 4 DAY OF Dec 19 89

W. E. Davis  
Chancery Clerk

DEED OF TRUST

THIS DEED OF TRUST is made this 8 day of August, 1975, among the Grantor, Joseph Wayne Aldridge, and wife Rita P. Aldridge

Donn A. Southern (herein "Borrower"),  
and the Beneficiary, Guaranty Trust Savings and Loan Association (herein "Trustee"),  
organized and existing under the laws of State of Tennessee, a corporation  
5100 Poplar Memphis, Tenn. 38137, whose address is (herein "Lender").

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

Lot 7, Holiday Hills Subdivision, Section "B", situated in Section 34, Township 1, Range 6 West, town of Olive Branch, DeSoto County, Mississippi as per plat recorded in Plat Book 11 page 11, Chancery Clerk's Office, DeSoto County, Mississippi.

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 \$31,550.00 Dollars, with interest thereon, providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on September 1, 2005; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Deed of Trust; and the performance of the covenants and agreements of Borrower herein contained; and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances").

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

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

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

**2. Funds for Taxes and Insurance.** Subject to Lender's option under paragraphs 4 and 5 hereof, Borrower shall pay to Lender on the day monthly installments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments which may attain priority over this Deed of Trust, and ground rents of 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 the Borrower's obligations under the declaration of condominium or master deed, the by-laws and regulations of the condominium project and constituent documents.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Joseph Wayne Aldridge  
Joseph Wayne Aldridge - Borrower

Rita P. Aldridge  
Rita P. Aldridge - Borrower

267 E. Pigeon Road  
Olive Branch, Miss. 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 Joseph Wayne Aldridge and Rita P. Aldridge 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 9th day of August, A.D. 1975.



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. 12 day of August 1975 and that the

STATE OF MISSISSIPPI, DESOTO COUNTY  
I certify that the within instrument was filed for record at 10 o'clock 30 minutes A. M. 12 day of August 1975, and that the same has been recorded in Book 189 Page 157 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 13 day of August 1975.

Fees \$ 5.50 pd.

SEAL H. P. Ferguson CLERK



CANCELLED BY AUTHORITY RECORDED IN BOOK

294 PAGE 266

THIS 22 DAY OF Mar. 1983

H. D. Ferguson  
CHANCERY CLERK

Mississippi Bankers Association  
Form No. 1  
(Revised Dec. 1954)  
L A N D

### DEED OF TRUST LAND

THIS INDENTURE, this day made and entered into between  
ROGER L. DeLOACH and wife, VICKY DeLOACH,

of the first part, hereinafter designated as the Grantor,

ROBERT Q. WHITWELL, Trustee, of the second part, hereinafter designated as Trustee, and  
COAHOMA NATIONAL BANK, SOUTHAVEN BRANCH,

SOUTHAVEN, MISSISSIPPI, of the third part, hereinafter designated as the Beneficiary.

WITNESSETH: That whereas the Grantor is justly indebted to the beneficiary in the full sum of  
ONE THOUSAND NINE HUNDRED EIGHTY-EIGHT AND 64/100\*\*\*\*\* DOLLARS  
(\$ 1,988.64 ) evidenced by one promissory note of even date herewith in favor of  
including  
the beneficiary, ~~bearing~~ interest at the rate of eight per centum per annum after  
maturity , providing for the payment of attorney's fees in case of default and being due  
and payable as follows, to-wit:

One Thousand Nine Hundred Eighty-Eight and 64/100 Dollars  
(\$1,988.64), which includes principal and interest, re-  
payable in twenty-four (24) monthly installments of Eighty-  
Two and 86/100 Dollars (\$82.86) each, beginning on the  
10th day of September, 1975, and due each succeeding month  
thereafter until the whole of said indebtedness is paid in  
full.

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

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

County of DeSoto

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

Lot 200, Section A, DeSoto Village Subdivision, in  
Section 34, Township 1, Range 8, as per plat thereof  
in Plat Book 7, Pages 9-14, in the Office of the  
Chancery Clerk of DeSoto County, Mississippi.

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This is a SECOND DEED OF TRUST and is junior and subordinate to that certain Deed of Trust in favor of Coahoma National Bank, Southaven Branch, Southaven, Mississippi, of record in Real Estate Trust Deed Book 176, at Page 656, in the Office of the Chancery Clerk of DeSoto County, Mississippi.

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

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary herein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment of interest as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other covenant herein contained, then and in that event the entire principal sum secured hereby with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, or the owner or holder of said note or notes, be and become at once due and payable, and the trustee herein named, or his successor or successors, shall, at the request of the beneficiary, or at the request of any owner or holder of the note or notes secured hereby, sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid. Such sale shall be made by giving notice of the time, place and terms of sale as required by Section 888 of the Mississippi Code of 1942 and amendments if any thereto, and the trustee shall make deed to the purchaser or purchasers. Should the beneficiary, or the owner or holder of the note or notes secured hereby be a corporation, then in such event a declaration of default to the trustee, and a request for sale hereunder, may be made by any officer thereof. If the land covered hereby is situated in two or more counties, or in two judicial districts of the same county, the trustee may sell the whole in any of the counties, or in either of the judicial districts of a county in which any part of the land lies. Out of the proceeds of sale the trustee shall first pay the cost of advertising and making the sale; and secondly, he shall pay whatever items may have been incurred and remain unpaid in the protection of this security; then he shall pay such of the items of indebtedness secured hereby as may be outstanding in the order of their maturity, and any balance remaining in his hands shall be delivered to the grantor, or to his proper representatives, agents or assigns.

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

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

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

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

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

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

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

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

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

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

IN TESTIMONY WHEREOF, witness the signature of the grantor this the 8th day of August 1975



*Roger L. DeLoach*  
ROGER L. DeLOACH  
*Vicky DeLoach*  
VICKY DeLOACH

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

STATE OF MISSISSIPPI, DESOTO COUNTY  
I certify that the within instrument was filed for record at 10 o'clock 30 minutes A. M. 12 day of August 1975, and that the same has been recorded in Book 189 Page 141 records of REAL ESTATE TRUST DEEDS of said County.  
Witness my hand and seal this the 13 day of August 1975.  
Fees \$ 5.00 pd.  
SEAL *H. P. Ferguson*, CLERK



FILED 6 DAY OF JAN 1975

H. O. Ferguson  
CHANCERY CLERK

Jan 20 2034  
Partial Release of this Instrument Recorded in  
Deed Estate T 10 Book  
No. 200 Page 381  
This 3 day of Dec 19 76  
H. O. Ferguson Clerk

DEED OF TRUST

This Deed of Trust, this day made by the undersigned EDWARD T. CARTER and wife,  
EFFIE L. DORIS CARTER

hereinafter referred to as the Grantors (whether one or more), to and in favor of  
OMAR D. CRAIG

As Trustee, hereinafter referred to as the Trustee, for the benefit of  
FIRST NATIONAL BANK OF MEMPHIS

hereinafter referred to as the Beneficiary, Witnesseth That:

Whereas, the Grantors are justly indebted to the Beneficiary in the principal sum of  
Sixteen Thousand and No/100-----

Dollars (\$ 16,000.00 ), together with interest thereon from and after the 1st day  
of July, 19 75, at the rate of 9% per centum per annum, said princi-  
pal and interest being due and payable as follows:

Monthly payments of the indebtedness are to be made according to the  
schedule attached hereto and made a part hereof as though copied in  
words and figures herein, with the first payment to be paid monthly  
on or before August 1, 1975, and a monthly payment according to the  
schedule on the first day of each month thereafter until the whole  
of said indebtedness together with interest has been paid in full.

A default in the payment of the indebtedness secured by the first  
Deed of Trust is automatically a default of the indebtedness secured  
by the within Deed of Trust.

PAY. NO	PAYMENT	PRINCIPAL PAID	INTEREST PAID	TOTAL INTEREST	OUTSTANDING BALANCE
1	100.00	20.00	120.00	120.00	16000.00
2	100.00	20.15	120.15	240.15	16010.15
3	100.00	20.30	120.30	360.45	16020.45
4	100.00	20.45	120.45	480.90	16030.90
5	100.00	20.61	120.61	601.51	16041.51
6	100.00	20.76	120.76	722.27	16052.27
7	200.00	20.91	120.92	843.19	16063.19
8	200.00	21.06	121.08	964.27	16074.27
9	200.00	21.21	121.23	1085.50	16085.50
10	200.00	21.36	121.38	1206.88	16096.88
11	200.00	21.51	121.53	1328.41	16108.41
12	2274.16	2256.26	117.91	1446.32	13746.72
13	250.00	149.90	100.10	1546.42	13196.82
14	250.00	151.02	98.98	1645.40	12645.80
15	250.00	152.16	97.84	1744.24	12093.64
16	250.00	153.30	96.70	1842.94	11540.34
17	250.00	154.45	95.55	1941.49	10985.89
18	250.00	155.61	94.39	2039.88	10430.29
19	250.00	156.77	93.23	2138.11	9873.52
20	250.00	157.95	92.05	2236.16	9315.57
21	250.00	159.13	90.87	2334.03	8756.43
22	250.00	160.33	89.67	2431.70	8196.11
23	250.00	161.53	88.47	2529.17	7634.59
24	1190.03	1102.70	87.26	2626.43	7071.84
25	250.00	171.67	78.33	2723.76	6507.89
26	250.00	172.95	77.05	2820.81	5942.94
27	250.00	174.25	75.75	2917.56	5377.07
28	250.00	175.56	74.44	3014.00	4810.12
29	250.00	176.87	73.13	3109.13	4242.24
30	250.00	178.20	71.80	3203.93	3673.44
31	250.00	179.54	70.46	3298.39	3103.79
32	250.00	180.89	69.12	3392.51	2533.24
33	250.00	182.24	67.76	3486.27	1961.74
34	250.00	183.61	66.39	3579.66	1389.29
35	250.00	184.98	65.02	3672.68	815.89
36	1213.67	1150.04	63.63	3765.31	240.12
37	250.00	195.47	54.53	3858.84	704.65
38	250.00	196.94	53.06	3951.90	157.71
39	250.00	198.42	51.58	4044.48	60.29
40	250.00	199.91	50.09	4136.57	1.39
41	250.00	201.40	48.60	4228.17	0.00
42	250.00	202.92	47.08	4319.25	0.00
43	250.00	204.44	45.56	4409.81	0.00
44	250.00	205.97	44.03	4499.84	0.00
45	250.00	207.52	42.48	4589.32	0.00
46	250.00	209.07	40.93	4678.25	0.00
47	250.00	210.64	39.36	4766.61	0.00
48	1239.51	1201.73	37.78	4854.39	0.00
49	250.00	221.52	28.48	4952.87	0.00
50	250.00	223.16	26.82	5050.05	0.00
51	250.00	224.85	25.15	5146.90	0.00
52	250.00	226.54	23.46	5243.44	0.00
53	250.00	228.24	21.76	5339.68	0.00
54	250.00	229.95	20.05	5435.63	0.00
55	250.00	231.67	18.33	5531.30	0.00
56	250.00	233.41	16.59	5626.71	0.00
57	250.00	235.16	14.84	5721.85	0.00
58	250.00	236.92	13.08	5816.73	0.00
59	250.00	238.70	11.30	5911.43	0.00
60	1267.79	1258.28	9.51	6005.94	0.00

The aforesaid indebtedness is evidenced by a negotiable promissory note this day executed by the Grantors to and in favor of the Beneficiary, which said note contains a provision to the effect that any amount due thereunder not paid at maturity shall bear interest thereafter at the rate of six per centum per annum until paid, and a further provision to the effect that if default is made in the payment of any amount due thereunder at maturity and said note is placed in the hands of an attorney for collection, the Grantors will pay the Beneficiary an additional amount of ten per centum of the principal and interest due thereunder as an attorney's fee for collection; and

Whereas, the Grantors have agreed to secure the payment of said indebtedness at maturity, and the faithful performance of the agreements hereinafter set forth:

Now, therefore, in consideration of the premises and sum of One Dollar (\$1.00) this day paid in cash by the Trustee to the Grantors, the receipt of which being hereby acknowledged, the Grantors

do hereby sell, convey and warrant unto the Trustee the following described land in \_\_\_\_\_

DeSoto County, Mississippi, to-wit:

TRACT 1

Lot 2034, Section I of the Southaven West Subdivision, in Section 23, Township 1, Range 8, as per revised plat thereof recorded in Plat Book 3, Pages 42 and 43, in the Office of the Chancery Clerk of De Soto County, Mississippi, to which reference is hereby made.

The within Deed of Trust on Tract 1 is second to and subject to that certain Deed of Trust dated February 17, 1966, and recorded in the Office of the Clerk of the Chancery Court of DeSoto County, Mississippi, in Deed of Trust Book 88, Page 319, in favor of Colonial Savings and Loan Association.

TRACT 2

Beginning at a point in the Northwest corner of Section 28, Township 1, Range 7, DeSoto County, Mississippi, and run thence East for a distance of 360 feet to the point of beginning; and from said point of beginning, run thence South for a distance of 286.7 feet to a stake; run thence West 200 feet to a stake; run thence North 286.7 feet to a stake; run thence West for a distance of 200 feet to the point of beginning and containing 1.32 acres, more or less, on which there is situated a brick home.

The within Deed of Trust on Tract 2 is second to and subject to that certain Deed of Trust dated the 16th day of November, 1968, and recorded in the Office of the Clerk of the Chancery Court of DeSoto County, Mississippi, in Deed of Trust Book 106, Page 133, in favor of North Mississippi Savings & Loan Association.

This Deed of Trust also secures the payment of any additional advancements to the Grantors or other future indebtednesses in favor of the Beneficiary herein.

The Grantors agree to pay to the Beneficiary all amounts due under the terms of said note promptly at maturity; to pay all taxes and assessments lawfully levied and assessed against the above described property before they become delinquent; to remove no improvements from said property and to permit no waste to be committed thereon; to keep the improvements now or hereafter located on said property in a reasonably good state of repair; to keep the insurable improvements now or hereafter located on said property insured against loss or damage by fire or tornado in such amounts as the Beneficiary may reasonably require, such policy or policies of insurance to be issued by a responsible insurance company satisfactory to the Beneficiary and to contain a statutory mortgagee clause making any loss or damage payable to the Beneficiary as the Beneficiary's interest may appear; to pay the premiums for such insurance; and to deliver such policy or policies of insurance to the Beneficiary.

In the event the Grantors should fail to pay said taxes and assessments before they become delinquent, the Beneficiary may pay the same and all lawful penalties, interest and damages thereon; and in the event the Grantors should fail to comply with the foregoing provisions with reference to insurance, the Beneficiary may procure such insurance. All amounts expended by the Beneficiary on account of such taxes, assessments and insurance premiums shall be immediately due and payable by the Grantors to the Beneficiary with interest thereon at the rate of six per centum per annum from the date of the expenditure by the Beneficiary until the Beneficiary is reimbursed, and the repayment of such amounts with said interest thereon shall be fully secured by this deed of trust.

In the event of default hereunder by the Grantors or if, at any time, the Beneficiary shall reasonably deem said property endangered as security for said indebtedness, the Trustee may, at the request of the Beneficiary, take immediate possession of said property and hold the same for the benefit of all parties in interest until such time as said property is sold as hereinafter provided.

Upon default being made in the performance of any of the agreements herein contained, the entire indebtedness shall, at the option of the Beneficiary, become immediately due and payable. If the secured indebtedness is payable in installments, then, upon default being made in payment of any installment of principal or interest at maturity, the entire indebtedness shall, at the option of the Beneficiary, become immediately due and payable.

The Beneficiary is hereby given the right at any time to appoint a trustee to act in the place of the trustee herein named or in place of any succeeding trustee. Any such appointment may be made by means of an instrument of writing signed by the Beneficiary; and the effect of any such appointment shall be to vest immediately in such succeeding trustee all the title, rights and powers herein conferred upon or vested in the trustee herein named.

All the rights herein conferred upon the Beneficiary shall inure to and may be exercised by the holder of said note in the event of a change of ownership of said note by assignment, bequest, inheritance or otherwise. If the Beneficiary or any subsequent holder of said note is a corporation, said rights may be exercised by such corporation acting by and through any executive officer or agent thereof.

This conveyance, however, is made in trust, and is subject to the following limitations and conditions, to-wit: If the Grantors shall faithfully and punctually keep and perform all the agreements herein contained, then this conveyance shall be void and of no further force or effect; but, if default shall be made by the Grantors in the observance and performance of any of said agreements, the Trustee shall, at the request of the Beneficiary, sell said property at public auction to the highest bidder for cash at such time and place as he may select, after having given notice of the time, place and terms of sale in the manner and for the time now required by law for the sale of lands under deeds of trust. The Trustee may sell said property either as a whole or in parcels, all statutory provisions in this regard being hereby expressly waived by the Grantors. The proceeds arising from such sale shall be applied by the Trustee as follows: first, to the payment of the cost and expense of such sale, including a reasonable attorney's fee; next, to the payment of the indebtedness then owing to the Beneficiary under the terms of said note and of this deed of trust; and, lastly, the balance, if any, shall be paid to the Grantors or their assigns.

Witness the signatures of the Grantors on this the 28th day of July, 1975.

*Edward T. Carter*  
EDWARD T. CARTER  
*Effie L. Doris Carter*  
EFFIE L. DORIS CARTER

STATE OF Tennessee

COUNTY OF Shelby

Before me, the undersigned authority in and for the aforesaid county and state, this day there personally appeared the within named Edward T. Carter and wife, Effie L. Doris Carter who acknowledged that they signed and delivered the foregoing deed of trust on the date thereof as their free and voluntary act and deed.

Given under my hand and official seal on this the 28th day of July, 1975.



*Patricia R. Davis*  
NOTARY PUBLIC

Title: \_\_\_\_\_

My Commission Expires 10-25-77

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 30 minutes A. M. 12 day of August 1975, and that the same has been recorded in Book 189 Page 165 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 13 day of August 1975.

Fees \$ 5.00 pd.

SEAL *H. P. Ferguson* CLERK



ORDER TO CLERK TO CANCEL DEED OF TRUST

STATE OF MISSISSIPPI,

DESOTO COUNTY

KNOW ALL MEN BY THESE PRESENTS; That National Mortgage Company  
 of Memphis, Tennessee the beneficiary,  
 does hereby certify that a certain trust deed bearing date the 14th day of  
April, 1970, made and executed by Delta Investment Company  
 to National Mortgage Company the  
 above named beneficiary, and recorded in the office of the Chancery Clerk of  
DeSoto County, in the State of Mississippi in  
Real Estate Trust Deed Record No 117 on page 68  
 of the Record of Trust Deeds, on the 22nd day of April,  
 A.D. 1970, is now fully paid and satisfied, and I do hereby authorize the  
 Clerk of the Chancery Court of said DeSoto County to enter  
 satisfaction and certificate of payment in full upon this said instrument and that  
 this order be recorded in the records of said County also as provided by law.

NATIONAL MORTGAGE COMPANY

By FRANK ROBINSON  
TREASURER COMPTROLLER

STATE OF TENNESSEE  
SHELBY COUNTY

Personally came and appeared before me, the undersigned authority in and for County  
 and State aforesaid, Frank Robinson, Treasurer Comptroller, who  
 acknowledged that he signed and delivered the above and foregoing instrument on the  
 day and date for the purpose therein mentioned.

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

335 My Commission Expires September 1, 1976

Notary Public

*Helen S. Galt*



STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock  
30 minutes A. M. 12 day of August 1975, and that the same has been  
 recorded in Book 189 Page 169 records of REAL ESTATE TRUST DEEDS  
 of said County.

Witness my hand and seal this the 13 day of August 1975.

Fees \$ 2.50 pd.

SEAL H. P. Ferguson CLERK

ORDER TO CLERK TO CANCEL DEED OF TRUST

STATE OF MISSISSIPPI,

DESOTO COUNTY

KNOW ALL MEN BY THESE PRESENTS; That National Mortgage Company  
 of Memphis, Tennessee the beneficiary,  
 does hereby certify that a certain trust deed hearing date the 9th day of  
May, 19 72, made and executed by Loel L. Hickman and Wf.  
Essie Mae Hickman, to National Mortgage Company the  
 above named beneficiary, and recorded in the office of the Chancery Clerk of  
DeSoto County, in the State of Mississippi in  
Real Estate Trust Deed Record No 142 on page 506  
 of the Record of Trust Deeds, on the 19th 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 DeSoto County to enter  
 satisfaction and certificate of payment in full upon this said instrument and that  
 this order be recorded in the records of said County also as provided by law.

NATIONAL MORTGAGE COMPANY

By FRANK ROBINSON  
TREASURER COMPTROLLER

STATE OF TENNESSEE  
SHELBY COUNTY

Personally came and appeared before me, the undersigned authority in and for County  
 and State aforesaid, Frank Robinson, Treasurer Comptroller, who  
 acknowledged that he signed and delivered the above and foregoing instrument on the  
 day and date for the purpose therein mentioned.

Given under my hand and seal of office this 6th day of August  
 19 75.

335 My Commission Expires September 1, 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. 12 day of August 1975, and that the same has been  
 recorded in Book 189 Page 170 records of REAL ESTATE TRUST DEEDS  
 of said County.

Witness my hand and seal this the 13 day of August 1975.

Fees \$ 2.50 pd.

SEAL H. D. Ferguson CLERK

ORDER TO CLERK TO CANCEL DEED OF TRUST

STATE OF MISSISSIPPI,

DESOTO COUNTY

KNOW ALL MEN BY THESE PRESENTS; That National Mortgage Company  
 \_\_\_\_\_ of Memphis, Tennessee the beneficiary,  
 does hereby certify that a certain trust deed hearing date the 30th day of  
October, 19 72, made and executed by Michael Weiss Homes, Inc.  
 \_\_\_\_\_, to National Mortgage Company the  
 above named beneficiary, and recorded in the office of the Chancery Clerk of  
DeSoto County, in the State of Mississippi in \_\_\_\_\_  
Real Estate Trust Deed Record No 149 on page 591  
 of the Record of Trust Deeds, on the 1st day of November  
 A.D. 19 72, is now fully paid and satisfied, and I do hereby authorize the  
 Clerk of the Chancery Court of said DeSoto County to enter  
 satisfaction and certificate of payment in full upon this said instrument and that  
 this order be recorded in the records of said County also as provided by law.

NATIONAL MORTGAGE COMPANY

By FRANK ROBINSON  
TREASURER COMPTROLLER

STATE OF TENNESSEE  
SHELBY COUNTY

Personally came and appeared before me, the undersigned authority in and for County  
 and State aforesaid, Frank Robinson, Treasurer Comptroller, who  
 acknowledged that he signed and delivered the above and foregoing instrument on the  
 day and date for the purpose therein mentioned.

Given under my hand and seal of office this 6th day of August  
19 75.

335 My Commission Expires September 1, 1976

Helena  
Notary Public



STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock  
30 minutes A. M. 12 day of August 1975, and that the same has been  
 recorded in Book 189 Page 171 records of REAL ESTATE TRUST DEEDS  
 of said County.

Witness my hand and seal this the 13 day of August 1975.

Fees \$ 2.50 pd.

SEAL H. P. Ferguson CLERK

172

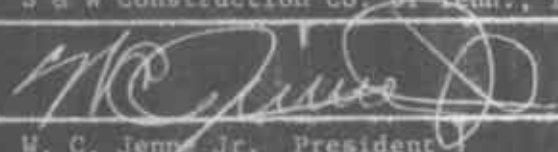
ASSIGNMENT OF DEED OF TRUST

FOR AND IN CONSIDERATION of the sum of One (\$1.00) Dollar and Other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby assign, set over, and transfer unto NORTH MISSISSIPPI SAVINGS & LOAN ASSOCIATION all right, title and interest in and to that certain Deed of Trust executed for the benefit of the undersigned by

GULLETTE BUILDERS, INC.  
dated August 1, 1975, recorded in Book 189 at Page 55  
of the Land Trust Deed Records of DeSoto  
County, Mississippi, together with a note evidencing the indebtedness secured thereby in the original principal amount of \$ 5,400.00, the principal unpaid balance of which the undersigned warrants to be \$ 5,400.00 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.

This the 7th day of August, 1975.

S & W Construction Co. of Tenn., Inc.  
  
W. C. Jenne Jr. President

STATE OF MISSISSIPPI  
COUNTY OF DESOTO

This day personally appeared before the undersigned Notary Public in and for said County and State the within and above named W. C. JENNE, JR., PRESIDENT OF S&W CONSTRUCTION COMPANY OF TENN., INC.

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

WITNESS my hand and seal Notarial this 7th day of August, 1975.

  
NOTARY PUBLIC



STATE OF MISSISSIPPI, DESOTO COUNTY  
I certify that the within instrument was filed for record at 8 o'clock 45 minutes A. 12 day of August 1975, and that the same has been recorded in Book 189 Page 172 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 13 day of August 1975.

2.60  
11 11 11

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

Position 5

REAL ESTATE DEED OF TRUST FOR MISSISSIPPI

THIS INDENTURE, made and entered into this day, August 8<sup>th</sup> 1975  
(Date)

by and between the undersigned \_\_\_\_\_

WILLIE LEE CHALMERS and wife, MARY LOIS S. CHALMERS,

residing in DeSoto County, Mississippi, whose post office

address is Route 4, Box 452-B, 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:

<u>Date of Instrument</u>	<u>Principal Amount</u>	<u>Annual Rate of Interest</u>	<u>Due Date of Final Installment</u>
August 8, 1975	\$20,170.00	8-1/8%	August 8, 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 No. 15, Oak Grove Subdivision, Revised Plat, in Sections 13 and 24, Township 3 South, Range 8 West (DeSoto County, Mississippi), as recorded in Plat Book 13, Page 38 in the Office of the Chancery Clerk of DeSoto County, Mississippi; to which plat reference is made for a more particular description of said lot.

FULLY SATISFIED THIS 13<sup>th</sup> DAY OF Dec. 1979, UNITED STATES OF AMERICA, FARMERS HOME ADMINISTRATION, BY [Signature] COUNTY SUPERVISOR, PURSUANT TO AUTHORITY CONTAINED IN 19 E.R. 74, 75; 20 E.R. 321; 20 E.R. 4125.  
ATTEST: [Signature]  
By D. W. McLean, 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.

(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.

Willie Lee Chalmers  
Willie Lee Chalmers

Mary Lois S. Chalmers  
Mary Lois S. Chalmers

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 WILLIE LEE CHALMERS

and MARY LOIS S. CHALMERS, his wife,  
who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and official seal this 8<sup>th</sup> day of August, 1975.

William H. Gustafson  
(Signature)

NOTARY PUBLIC

(Title)



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 August 1975, and that the same has been recorded in Book 189 Page 127 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 13 day of August 1975.

Fees \$ 5.00 pd.

SEAL

H. P. Ferguson, CLERK





ASSIGNMENT OF DEED OF TRUST

FOR AND IN CONSIDERATION of the sum of One (\$1.00) Dollar and Other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby assign, set over, and transfer unto NORTH MISSISSIPPI SAVINGS & LOAN ASSOCIATION all right, title and interest in and to that certain Deed of Trust executed for the benefit of the undersigned by

QUINCY J. GUNTER, ET UX, CATHRYN J. GUNTER

dated the August 3, 1975, recorded in Book 189 at Page 53 of the Land Trust Deed Records of DeSoto County, Mississippi, together with a note evidencing the indebtedness secured thereby in the original principal amount of \$ 4,500.00, the principal unpaid balance of which the undersigned warrants to be \$ 4,500.00 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.

This the 7th day of August, 1975.

S & W CONSTRUCTION COMPANY OF TENN., INC

*[Signature]*  
W. C. Jenne, Jr.  
President

STATE OF MISSISSIPPI  
COUNTY OF DESOTO

This day personally appeared before the undersigned Notary Public in and for said County and State the within and above named W. C. JENNE, JR., PRESIDENT OF SAW CONSTRUCTION COMPANY OF TENN., INC. who acknowledged that he signed and delivered the foregoing Assignment of Deed of Trust on the day and year therein mentioned.

WITNESS my hand and seal Notarial this 7th day of August, 1975.

*[Signature]*  
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. 12 day of Aug 1975, and that the same has been recorded in Book 189 Page 178 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 13 day of Aug 1975.  
Fees \$ 2.50 pd.

SEAL *[Signature]* CLERK

*4* day of *August*  
*Joel Walker*  
 Trustee  
 H. P. Ferguson  
 Clerk  
 B. G. W. McCain, D.C.

Paid, Satisfied and Cancelled  
 This        day of        19        
 DeSoto Title Co., Inc. Trustee  
 \_\_\_\_\_  
 President  
 Attest:  
 \_\_\_\_\_  
 Chancery Clerk

DEED OF TRUST

This indenture made this 7th day of August, 1975, between Billy H. Coker and wife, Nan Coker called First Party, and WALKEM DEVELOPMENT COMPANY OF MISSISSIPPI, INC., called Second Party, WITNESSETH:

WHEREAS, the First Party is indebted to the Second Party in the sum of \$ 3,550.00, evidenced by one promissory note of even date due and repayable in 84 equal monthly installments of \$ 55.34, ~~and one~~ ~~installment of \$~~, the first installment due the 1st day of ~~September~~ Oct., 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 20 in Section A of Delta Ridge Mobile Home Park Subdivision as shown on Plat appearing of record in Plat Book 9, pages 30-32 in the Chancery Court Clerk's office of DeSoto County, Mississippi, to which recorded plat reference is made for a more particular description. Said lot being situated in Section 7, Township 3, Range 9.

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

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

Witness our signatures this the date written above.

*Billy H. Coker*  
*Nan Coker*  
 Grantors

STATE OF TENNESSEE )  
 COUNTY OF SHELBY )

Personally appeared before me, the undersigned authority of said County and State, the within named Billy A. Coker and wife, Nan Coker, 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 7th day of August, 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 4 o'clock 20 minutes P M. 12 day of Aug 1975, and that the same has been recorded in Book 189 Page 179 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 13 day of Aug 1975.

Fees \$ 2.50 pd.

SEAL *H. P. Ferguson* CLERK

DEED OF TRUST

This indenture made this 7th day of August, 1975, between Robert W. Watkins and wife, Terry M. Watkins 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 \$ 2300.00, evidenced by one promissory note of even date due and repayable in 60 equal monthly installments of \$ 46.65, and one installment of \$ XXXXXX, the first installment due the 1st day of October, 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 115 in Section B of Delta Ridge Mobile Home Park Subdivision as shown on Plat appearing of record in Plat Book 9, pages 33-40 in the Chancery Court Clerk's office of DeSoto County, Mississippi, to which recorded plat reference is made for a more particular description. Said lot being situated in Section 7, Township 3, Range 9

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

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

Witness our signatures this the date written above.

Martha Boyer

Robert W. Watkins and Terry M. Watkins Grantors

STATE OF TENNESSEE ) COUNTY OF SHELBY )

Personally appeared before me, the undersigned authority of said County and State, the within named Robert W. Watkins and wife, Terry M. Watkins, 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 7th day of August, 1975

Agnes Weatherly Notary Public

My commission expires: My Commission Exp. January 17, 1979



STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 4 o'clock 20 minutes P.M. 12 day of Aug 1975, and that the same has been recorded in Book 189 Page 180 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 13 day of Aug 1975.

Fees \$ 2.50 pd.

SEAL H. P. Ferguson, CLERK

Paid, Satisfied and Cancelled  
 This ~~29th~~ day of July 1982  
 DeSoto Title Co., Inc. Trustee  
Scott R. Ragsdale  
 Resident  
 Attest: H. P. Ferguson  
 Chancery Clerk

### DEED OF TRUST

This indenture made this 7th day of August, 19 75, between William H. Jackson, Jr. and wife, Evelyn L. Jackson 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 \$ 5260.00, evidenced by one promissory note of even date due and repayable in 84 equal monthly installments of \$ 62.62, and ~~one installment of \$~~, the first installment due the 15th day of October, 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 56 in Section A of Chickasaw Bluff Lakes Subdivision as shown on Plat appearing of record in Plat Book 6, pages 18-22 in the Chancery Court Clerk's office of DeSoto County, Mississippi, to which recorded plat reference is made for a more particular description. Said lot being situated in Section 18, Township 3, Range 9.

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

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

Witness our signatures this the date written above.

Caraway William H. Jackson Jr.  
Evelyn L. Jackson  
 Grantors

STATE OF TENNESSEE )  
 COUNTY OF SHELBY )

Personally appeared before me, the undersigned authority of said County and State, the within named William H. Jackson and wife, Evelyn L. Jackson, 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 7th day of August, 19 75.  
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 4 o'clock 20 minutes P M. 12 day of Aug 1975, and that the same has been recorded in Book 189 Page 181 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 13 day of Aug 1975.

Fees \$ 2.50 pd.

SEAL H. P. Ferguson CLERK

182 Paid, Satisfied and Cancelled

This 27 day of Aug 1975  
DeSoto Title Co., Inc. Trustee

Joseph M. Avanzi  
President

Attest:  
H. P. Ferguson  
Chancery Clerk

By W. W. Mc Cain D.C.

### DEED OF TRUST

This indenture made this 7<sup>th</sup> day of August, 1975, between Joseph M. Avanzi and wife, Betty C. Avanzi 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 \$ 2,940.00, evidenced by one promissory note of even date due and repayable in 60 equal monthly installments of \$ 49.00, ~~and the first installment due the 15th day of September, 1975~~, the first installment due the 15th day of September, 1975, and one installment due monthly thereafter until paid in full.

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

Lot 214 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 Boyer

Joseph M. Avanzi  
Betty C. Avanzi  
Grantors

STATE OF TENNESSEE )  
COUNTY OF SHELBY )

Personally appeared before me, the undersigned authority of said County and State, the within named Joseph M. Avanzi and wife, Betty C. Avanzi, 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 7<sup>th</sup> day of August, 1975.

Opus Keetherly  
Notary Public

My commission expires:



STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 4 o'clock 20 minutes P M. 189<sup>12</sup> day of Aug 1975, and that the same has been recorded in Book 189 Page 182 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 13 day of Aug 1975.

Fees \$ 2.50 pd.

SEAL H. P. Ferguson CLERK

Paid, Satisfied and Cancelled

183

This 18th day of Sept 1980

DeSoto Title Co., Inc. Trustee

Ray A. Thynale  
President

Attest:

H. P. Ferguson  
Chancery Clerk

Dr. D. W. McLean, D.C.

### DEED OF TRUST

This indenture made this 7th day of August, 1975, between Charlie L. Odom and wife, Rose Anne Odom 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 \$ 2,960.00, evidenced by one promissory note of even date due and repayable in 60 equal monthly installments of \$ 49.00, ~~and one installment of \$~~, the first installment due the 15th day of September, 1975, and one installment due monthly thereafter until paid in full.

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

Lot 215 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 Boyer

Mr. Charlie L. Odom  
Mrs. Rose Anne Odom  
Grantors

STATE OF TENNESSEE )  
COUNTY OF SHELBY )

Personally appeared before me, the undersigned authority of said County and State, the within named Charlie L. Odom and wife, Rose Anne Odom, 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 7th day of August, 1975.

Opus 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 4 o'clock 20 minutes P M. 12 day of Aug 1975, and that the same has been recorded in Book 189 Page 183 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 13 day of Aug 1975.

Fees \$ 2.50 pd.

SEAL H. P. Ferguson CLERK

Paid, Satisfied and Cancelled

This 26th day of Oct 1980

DeSoto Title Co., Inc. Trustee

[Signature]  
President

Attest: [Signature]  
Chancery Clerk

By O.W. McClain, Jr.

### DEED OF TRUST

This indenture made this 7th day of August, 19 75, between Rosemary A. Garcia 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 \$ 2,940.00 e, evidenced by one promissory note of even date due and repayable in 60 equal monthly installments of \$ 49.00, ~~and one installment due the 1st day of October~~, the first installment due the 1st day of October, 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 225 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.

[Signature]  
[Signature]  
Grantors

STATE OF TENNESSEE )  
COUNTY OF SHELBY )

Personally appeared before me, the undersigned authority of said County and State, the within named Rosemary A. Garcia, 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 7th day of August, 19 75.



[Signature]  
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 4 o'clock 20 minutes P M, 12 day of Aug, 1975, and that the same has been recorded in Book 189 Page 184 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 13 day of Aug, 1975.

Fees \$ 2.50 pd.

SEAL [Signature], CLERK



PARTIAL RELEASE

FOR A VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, Mrs. Jo Ruth Riley Wallace, Executrix of the Estate of Buford Fowler Wallace, Deceased, does hereby release from the lien of the Deed of Trust given by Bill J. Spence, et al, to Ferdinand P. Cribbs, Jr., Trustee for the benefit of Mrs. Jo Ruth Riley Wallace, Executrix of the Estate of Buford Fowler Wallace, Deceased, which Deed of Trust is dated the 1st day of April, 1974, and recorded in Deed of Trust Book 173, Page 353, in the Office of the Chancery Clerk of DeSoto County, Mississippi, the following land located in DeSoto County, Mississippi, described as follows, to-wit:

10.03 acres, more or less in Section 32, Township 1 South, Range 7 West, DeSoto County, Mississippi, described as commencing at a point recognized as the Southeast Corner of Section 32, Township 1 South, Range 7 West, DeSoto County, Mississippi; thence North 89 degrees 44 minutes 24 seconds West 2289.34 feet to an iron pin being the point of beginning; thence North 89 degrees 44 minutes 24 seconds West 610.66 feet to an iron pin; thence North 07 degrees 11 minutes 11 seconds West 656.59 feet to a point (iron pin set 25.06 feet Southeast of the Northwest corner); thence North 86 degrees 43 minutes 17 seconds East 285.41 feet to a point; thence along a circular curve whose central angle is 02 degrees 09 minutes 46 seconds Right; radius is 2648.86 feet; arc length is 99.98 feet; to a point; thence North 88 degrees 53 minutes 03 seconds East 308.00 feet to a point (iron pin set 25 feet South of the Northeast corner); thence South 680.36 feet to an iron pin being the point of beginning, containing 10.03 acres, more or less. All bearings referenced to true North.

10.03 acres, more or less in Section 32, Township 1 South, Range 7 West, DeSoto County, Mississippi, described as commencing at a point recognized as the Southeast corner of Section 32, Township 1 South, Range 7 West, DeSoto County, Mississippi; thence North 89 degrees 44 minutes 24 seconds West 3630.00 feet to an iron pin; thence North 00 degrees 22 minutes 57 seconds West 610.79 feet to a point; thence North 86 degrees 43 minutes 17 seconds east 938.40 feet to a point; thence along a circular curve whose central angle is 02 degrees 09 minutes 46 seconds Right; radius is 2648.86 feet; arc length is 99.98 feet; to a point; thence North 88 degrees 53 minutes 08 seconds east 298.00 feet to a point being the point of beginning; thence North 09 degrees 16 minutes 37 seconds West 642.67 feet to an iron pin; thence South 88 degrees 42 minutes 05 seconds East 76.92 feet to an iron pin; thence South 88 degrees 29 minutes 09 seconds East 329.65 feet to an iron pin; thence North 89 degrees 07 minutes 31 seconds East 329.40 feet to an iron pin; thence South 89 degrees 55 minutes 34 seconds East 18.68 feet to an iron pin; thence South 616.14 feet to a point (iron pin set 25.00 feet North of the Southeast corner); thence South 88 degrees 53 minutes 03 seconds East 651.00 feet to a point (iron pin set 25.26 feet North of the Southwest corner) being the point of beginning containing 10.03 acres, more or less. All bearings referenced to true North.

In all other respects said Deed of Trust recorded in Deed of Trust Book 173, Page 353, 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 beneficiary this the 5th day of August, 1975.

*Mrs. Jo Ruth Riley Wallace*  
MRS. JO RUTH RILEY WALLACE  
Executrix of the Estate of  
Buford Fowler Wallace, Deceased

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 Mrs. Jo Ruth Riley Wallace, Executrix of the Estate of Buford Fowler Wallace, Deceased, who acknowledged that she signed and delivered the above and foregoing Partial Release on the day and the date therein mentioned as her free and voluntary act and deed and for the purposes therein expressed.

Given under my hand and official seal of office, this the 5th day of August, 1975.



*[Signature]*  
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. 12 day of Aug 1975, and that the same has been recorded in Book 189 Page 185 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 13 day of Aug 1975.

Fees \$ 3.00 pd.

SEAL *[Signature]* CLERK

AT-301 A-ST  
Rev. 10-9-70

Mtgr. Harold C. Barker and wife, Ida P. Barker

FNMA No. 1-23-000547-2

FHA/VA No. Conventional Loan

STATE OF MISSISSIPPI }  
COUNTY OF Desoto } SS.

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:

Deed of Trust made and entered into on December 3, 1973, by and between Harold C. Barker and wife, Ida P. Barker, Grantor, and W. D. Galbreath and J. J. Heflin, Jr., Trustee, and Percy Galbreath & Son, Inc., Memphis, Tennessee, Beneficiary, in the original principal sum of \$23,950.00 which was filed for record, December 4, 1973 and recorded in book no. 169, Page 17, in the Office of the Chancery Clerk, Desoto County, Mississippi; Transferred to Federal National Mortgage Association by Assignment dated December 3, 1973 and recorded in Book 170, page 528.

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 executed by Robert A. Chambers its, duly authorized Assistant Vice President, this 1st day of August, 19 75.

FEDERAL NATIONAL MORTGAGE ASSOCIATION (SEAL)

By: Robert A. Chambers  
Robert A. Chambers, Assistant Vice President

FEDERAL NATIONAL MORTGAGE ASSOCIATION  
INCORPORATED IN GEORGIA  
STATE OF GEORGIA }  
COUNTY OF FULTON } SS.

Personally appeared before me, the undersigned Notary Public in and for the aforesaid County and State, Robert A. Chambers, 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 1st day of August, 19 75.

Robert A. Chambers  
Notary Public, Georgia at Large  
My Commission Expires:  
(SEAL) Notary Public, Georgia, State At Large  
My Commission Expires Jan. 2, 1979  
PUBLIC

STATE OF MISSISSIPPI, DESOTO COUNTY  
I certify that the within instrument was filed for record at 10 o'clock 30 minutes A M. 12 day of Aug 1975, and that the same has been recorded in Book 189 Page 187 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 13 day of Aug 1975.

2.50 pd.

H. P. Ferguson CLERK

This instrument was prepared by Tommy Ramer, Commercial and Industrial Bank, Memphis, Tennessee

TRUST DEED RELEASE

WHEREAS, By the hereinafter described trust deed, heretofore recorded in the Register's Office of Shelby County, Tennessee, certain real property was conveyed by the hereinafter named grantor, to Claude E. Crider

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
Floyd A. Summit and Delilah Summit	3/26/68	Book 100 Page 507	

NOW, THEREFORE, in consideration of the premises the undersigned, COMMERCIAL & INDUSTRIAL BANK as legal owner and holder of the notes secured by said trust deed, acknowledges full payment and satisfaction thereof, and hereby releases and discharges the lien of said trust deed, and to this end quit claim—and convey— unto said grantor, their heirs and assigns all their right, title, and interest in and to the real estate described in said trust deed, to which reference is made for a particular description of said property.

The undersigned, COMMERCIAL & INDUSTRIAL BANK covenants with the said grantor that he the legal owner and holder of the notes described in and secured by said trust deed, and that he has the lawful right to release and discharge the lien thereof

IN WITNESS WHEREOF the said COMMERCIAL & INDUSTRIAL BANK 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 11th day of August 19 75

COMMERCIAL & INDUSTRIAL BANK
George H. Christian
George J. Christian - Asst. Vice Pres.

STATE OF TENNESSEE
COUNTY OF SHELBY
DESOTO, COUNTY
MISSISSIPPI

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

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

My commission expires day of 19 Notary Public
STATE OF TENNESSEE
COUNTY OF SHELBY

Before me, a Notary Public in and for said State and County duly commissioned and qualified, personally appeared George H. Christian with whom I am personally acquainted and who, upon oath, acknowledged himself to be the Asst. Vice President of the C & I Bank the within named bargainer, a corporation, and that he as such Asst. VP 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 Asst. VP President

WITNESS my hand and seal at office in Memphis, Tennessee of August 19 75

My commission expires 10 day of March 19 77 Notary Public

\* Do not write below this line - FOR REGISTERS USE ONLY \*

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock 15 minutes A.M. 13 day of Aug 1975, and that the same has been recorded in Book 189 Page 188 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 13 day of Aug 1975.

Fees \$ 2.50 pd.

SEAL H. P. Ferguson, CLERK

Assignment of this instrument recorded in  
Real Estate T/D Book  
 No. 191 Page 476  
 This the 6 day of Oct. 1975  
H. S. Ferguson Clerk

Assignment of this instrument recorded in  
Real Estate T/D Book  
 No. 191 Page 476  
 This the 6 day of Oct. 1975  
H. S. Ferguson Clerk

VA Form 24-4322 (Home Loan)  
 Revised January 1974. Use Optional Section 1819, Title 28, U.S.C. Acceptable to Federal National Mortgage Association.

CANCELLED BY AUTHORITY, RECORDED IN BOOK  
1426 PAGE 704  
 THIS 14th DAY OF Dec 2001  
W. E. Davis  
By: D. Stankovic CHANCERY CLERK

Assignment of this instrument recorded in  
Real Estate T/D Book  
 No. 362 Page 726  
 This the 14 day of April 1980  
H. S. Ferguson Clerk  
 D.S.  
 Corrected 10-12-99 TC

**DEED OF TRUST**

THIS DEED OF TRUST, made and entered into this 12th day of August, 1975,  
 by and between JOHN WILLIAM SPARKS AND WIFE, RUTH A. SPARKS,

G. L. OATES, hereinafter called the Grantor;  
WORTMAN & MANN, INC., hereinafter called the Trustee, and

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

WITNESSETH, That the Grantor, in consideration of the debt and trust hereinafter mentioned, and the sum of One Dollar (\$1.00) to the Grantor paid by the Trustee, the receipt whereof is hereby acknowledged, does by these presents grant, bargain, sell, convey, and warrant unto the Trustee, the following-described property, situated in the County of DeSoto, State of Mississippi, to wit:

Lot 288, Section "B", Holly Hills Subdivision, in Section 30, Township 1 South, Range 8 West, as shown of record in Plat Book 12, Pages 16-17, in the Office of the Chancery Clerk of DeSoto County, Mississippi.

Together with one (1) Hotstream Gas Water Heater, Model Number G40, Serial Number 322225; One (1) General Electric Vent-A-Hood, Model Number JV31, Serial Number 891385; One (1) General Electric Electric Cook Top, Model Number JP76, Serial Number 748500; One (1) General Electric Electric Oven, Model Number JC15, Serial Number 514494; one (1) General Electric Dishwasher, Model Number M281, Serial Number 626652; One (1) General Electric Disposal, Model Number FC110, Serial Number 119555; One (1) Frazier-Johnson Gas Furnace, Model Number 100CD, Serial Number 175425; One (1) Frazier-Johnson Air Conditioning Unit, Model Number 42JL, Serial Number 158123, wall paper in baths and kitchen and dining area, 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. The Grantors covenant and agree that so long as this Deed of Trust and the Note secured hereby are guaranteed under the Serviceman's Readjustment Act, or insured under the provisions of the National Housing Act, they will not execute or file for record any instrument which imposes a restriction upon the sale or occupancy of the subject property on the basis of race, color or creed. Upon any violation of this covenant, the note holder may, at its option, declare the unpaid balance of the debt secured hereby immediately due and payable.

The Grantors covenant and agree that should this security instrument or note secured hereby be determined ineligible for guaranty under the Serviceman's Readjustment Act within 30 days from the date hereof (written statement of any officer or authorized agent of the Veterans Administration declining to guarantee said note and/or this security instrument being deemed conclusive proof of such ineligibility), the present holder of the note secured hereby or any subsequent holder thereof, may at its option, declare all notes secured hereby immediately due and payable.

Assignment of this instrument recorded in  
Real Estate T/D Book  
 No. 501 Page 432  
 This the 13th day of March 1990  
W. E. Davis Clerk

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  
1409 PAGE 157  
 THIS 13 DAY OF Nov 2001  
W. E. Davis  
By M. Cahill, DC CHANCERY CLERK

Trustware National Bank  
 Assignment of this instrument recorded in  
Real Estate T/D Book  
 No. 454 Page 240  
 This the 8 day of Nov 1988  
W. E. Davis by CC 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-Three Thousand Five Hundred\*\*\*\*\* Dollars (\$ 33,500.00 ), with interest from date at the rate of seven & three-fourths per centum ( 7.75% ) per annum on the balance remaining from time to time unpaid; principal and interest being payable at the office of Wortman & Mann, Inc., 444 North State Street, in Jackson, Mississippi, or at such other place as the holder may designate, in writing delivered or mailed to the Grantor, in monthly installments of Two Hundred Forty and 20/100 Dollars (\$ 240.20 ), commencing on the first day of October, 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 September, 2005.

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

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

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

- (a) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable to renew the policies of fire and other hazard insurance on the premises covered by this Deed of Trust, plus taxes and assessments next due on these premises (all as estimated by the Beneficiary, and of which Grantor is notified) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by the Beneficiary in trust to pay said ground rents, premiums, taxes, and special assessments.
- (b) The aggregate of the amounts payable pursuant to subparagraph (a) and those payable on the note secured hereby, shall be paid in a single payment each month, to be applied to the following items in the order stated:
  - (i) ground rents, if any, taxes, special assessments, fire and other hazard insurance premiums;
  - (ii) interest on the note secured hereby; and
  - (iii) amortization of the principal of said note.

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

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

over 100 is subject to...

as trustee at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the amount then remaining and credit of Grantor under (a) of paragraph 2 preceding, as a credit on the interest accrued and unpaid and the balance of 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 the 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 void and discharge the said note and other indebtedness secured hereby, then this conveyance shall be null and void, but otherwise shall remain in full force and effect and at the request of the Beneficiary, the said Trustee, or any successor appointed in his stead, shall sell the premises covered hereby at public auction for cash to the highest and best bidder, during legal hours, at any front door of the county courthouse of DeSoto County, State of Mississippi, after giving notice, by advertising and posting as required by law, of the time, place, and terms of sale, and out of the proceeds arising from such sale, the said Trustee, or any successor, shall first pay all the costs and expenses of executing this Trust, including a reasonable compensation of said Trustee; next, said Trustee shall pay the balance of the indebtedness hereby secured then remaining unpaid; next, said Trustee shall reimburse the Veterans Administration for any sums paid by it on account of the guaranty or insurance of the indebtedness secured hereby; and lastly, any balance remaining in the hands of said Trustee shall be paid to the Grantor. The Beneficiary, or any subsequent holder of the note is hereby authorized and empowered to appoint and substitute another Trustee in the place of the Trustee named herein, at any time, by writing, duly signed and acknowledged and recorded in the county or counties where the premises covered hereby are situate, and such appointee shall have full power as the Trustee herein, together with all the rights and privileges thereunto belonging. If the holder of the note is a corporation, its president or any vice president may select and appoint such substituted Trustee. No one exercise of this power of appointment, power of sale, or any other power or right given in this Deed of Trust shall exhaust the right to exercise such power, but all rights and powers herein given may be exercised as often as may be necessary to achieve the perfect security and the collection of the indebtedness secured by this Deed of Trust until said indebtedness is fully paid and discharged. At any sale made to enforce the Trust herein given, the Beneficiary, or any person in interest, may become a purchaser, and upon payment of the purchase price, the Trustee shall execute a deed of conveyance, which conveyance shall vest full and perfect title in such purchaser upon payment of the purchase price.

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

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

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

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

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

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

*John William Sparks*  
John William Sparks  
*Ruth A. Sparks*  
Ruth A. Sparks

STATE OF MISSISSIPPI, }  
COUNTY OF DESOTO } ss:

Personally appeared before me Edna E. Camp, the undersigned Notary Public in and for said County, the within named John William Sparks and Ruth A. Sparks, 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 August, 1975.



*Edna E. Camp*  
NOTARY PUBLIC

STATE OF MISSISSIPPI, DESOTO COUNTY  
I certify that the within instrument was filed for record at 10 o'clock 15 minutes A.M. 13 day of Aug 1975, and that the same has been recorded in Book 189 Page 189 records of REAL ESTATE TRUST DEEDS of said County.  
Witness my hand and seal this the 13 day of Aug 1975.  
Fees \$ 5.50 pd.  
SEAL *H. P. Ferguson* CLERK



CANCELLED BY AUTHORITY RECORDED IN BOOK  
207 PAGE 111  
THIS 28 DAY OF Dec 1976

*H. H. Ferguson*  
CHANCERY CLERK

This instrument was prepared by  
Tommy Ramer, Commercial and  
Industrial Bank, Memphis, Tennessee  
This instrument, made by and between Victor T. Ellis, Jr. and wife, Rebecca Ellis  
parties

party of the first part: Tommy Ramer party of the second part, as Trustee; and  
Commercial and Industrial Bank

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

Lots 93 and 94, 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, Range 7 West.

This conveyance is made in trust, however, to secure the payment of \$ 7,208.40 evidenced by the following promissory notes of even date herewith:

One principal note of even date repayable in Sixty (60) monthly installments in the amount of One Hundred Twenty and 14/100 Dollars (\$120.14) each; first of said installments being due and payable on September 18, 1975 and one of such installments on the 18th of each month thereafter until said debt is paid in full.

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

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

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

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

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

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

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

Witness the signature of the party of the first part, on this the 6th day of Aug, 1975

Dorothy A. Heard  
Dorothy A. Heard

Victor T. Ellis, Jr.  
VICTOR T. ELLIS, JR.  
Rebecca Ellis  
Rebecca Ellis

194

STATE OF Tennessee  
COUNTY OF Shelby }

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

Victor T. Ellis and Rebecca Ellis

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

Given under my hand and seal this the 6th day of August, 1975

*Donna J. Head*

MY COMMISSION EXPIRES JAN. 25, 1978



*C+J Bank  
Box 107  
Memphis, Tenn.  
38101*

**TIME**  
Divisional Offices  
100 North Main Building  
P.O. Box 2073  
Memphis, Tennessee 38103  
Phone 19011-321-500

**T DEED**

FROM Ellis and wife  
TO parties  
THE USE OF Trustee  
Industrial Bank  
Clerk Donna J. Head  
and ex-officio Recorder for the County  
id, do hereby certify that the trust deed  
ing was filed for record in my office  
day of August  
o'clock 10 M., and has been  
trust Deed Record 19  
and official seal, this 13  
Clerk H. P. Ferguson  
is the only guaranteed  
real estate title losses.

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 15 minutes A M. 13 day of Aug 1975, and that the same has been recorded in Book 189 Page 193 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 13 day of Aug 1975.

Fees \$ 3.00 pd.

SEAL H. P. Ferguson CLERK

MTC form 0017

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST

Class C

STATE OF MISSISSIPPI, } ss.  
DeSoto County.

KNOW ALL MEN BY THESE PRESENTS: That Walker Dev. Co. Miss. Inc  
of \_\_\_\_\_ the beneficiary, does hereby certify that a certain trust deed  
bearing date the 17th day of October 1974 made and executed by William H. & Jane  
Montgomery to Walker Dev. Co. Miss.  
the above named beneficiary, and recorded in the office of the Chancery Clerk of DeSoto County  
County, in the State of Mississippi in \_\_\_\_\_ Trust Deed Record No. 181 on page 27  
of the Record of Trust Deeds, on the 30 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.

Walker Development Co of  
Miss, Cecil A. Ray, atty in law

STATE OF ~~MISSISSIPPI~~ TENNESSEE  
~~SHELBY COUNTY~~

Personally came and appeared before me, the undersigned authority Cecil A. Ray  
in and for County and State aforesaid, \_\_\_\_\_ who acknowledged that he signed and  
delivered the above and foregoing instrument on the day and date for the purpose therein mentioned.

Given under my hand and seal of office this 6th day of August A. D. 1975  
Opus Weatherly  
Notary Public  
My Commission Expires January 17, 1979

STATE OF MISSISSIPPI, DESOTO COUNTY  
I certify that the within instrument was filed for record at 10 o'clock  
15 minutes A M. 13 day of Aug 1975, and that the same has been  
recorded in Book 189 Page 195 records of REAL ESTATE TRUST DEEDS  
of said County.

Witness my hand and seal this the 13 day of Aug 1975.  
Fees \$ 2.50 pd.  
SEAL H. P. Ferguson CLERK

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Lot 980, Sec. E, Greenbrook S/D

AUTHORITY TO CANCEL

TO THE CHANCERY CLERK OF DeSoto COUNTY, MISSISSIPPI

You are hereby authorized and requested to enter satisfaction of and cancel of record a certain Deed of Trust executed by Reeves-Williams, Inc. to Rowan H. Taylor, Trustee, Wortman & Mann, Inc. and recorded in Book 181 at Pages 251 of the Records of Deeds or Deeds of Trust in your office.

Witness my signature, this the 11th day of August, 1975.



WORTMAN & MANN, INC.  
Mortgage Loan Division

BY: James N. C. Moffat, III  
James N. C. Moffat, III,  
Vice President

STATE OF MISSISSIPPI

COUNTY OF HINDS

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

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



Leah B. Hubbard  
NOTARY PUBLIC

My Commission Expires:

My Commission Expires Jan. 27, 1976

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 15 minutes A.M. 13 day of Aug 1975, and that the same has been recorded in Book 189 Page 196 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 13 day of Aug 1975.

Fees \$ 2.50 pd.

SEAL H. P. Ferguson CLERK

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST

Class C

STATE OF MISSISSIPPI, }  
DeSoto County.

KNOW ALL MEN BY THESE PRESENTS: That Peoples Bank & Trust, 67 E Pigeon Roost Ave., Olive Branch, Miss the beneficiary, does hereby certify that a certain trust deed bearing date the 21st day of March, 1973, made and executed by James H. Escue & Wanda Faye Escue of Rt. 2, Box 399, Byhalia, Miss to Peoples Bank & Trust the above named beneficiary, and recorded in the office of the Chancery Clerk of DeSoto County, in the State of Mississippi in Land Trust Deed Record No. 156 on page 282 of the Record of Trust Deeds, on the 23 day of March, A. D. 1973, is now fully paid and satisfied; and I do hereby authorize the Clerk of the Chancery Court of said DeSoto County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of said County also as provided by law.

Peoples Bank & Trust, Olive Branch, Miss.

Janice C. Payne  
Assistant Cashier

STATE OF MISSISSIPPI, }  
DeSoto County.

Personally came and appeared before me, the undersigned authority Aurelia B. Jones, a Notary Public in and for County and State aforesaid, Janice C. Payne, Ass't. Cashier 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 12th day of August, A. D. 1975



Aurelia B. Jones  
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 15 minutes A M. 13 day of Aug 1975, and that the same has been recorded in Book 189 Page 197 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 13 day of Aug 1975.

Fees \$ 2.50 pd.

SEAL H. P. Ferguson CLERK

Jerry Shappley  
1515 Vicksburg Drive  
Southaven, Mississippi 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<sup>s</sup>, 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
Jerry Shappley Ann K. Shappley	8-15-72	Book <u>H1</u> Page <u>9524</u>	Lot 102, Section A, Southaven Subd. in Section 14, Township 1 South, Range 8 West Desoto County, Mississippi

NOW, THEREFORE, in consideration of the premises the undersigned National Bank of Commerce, Memphis, Tennessee Chancery Clerk, Desoto County, Mississippi

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, its heirs and assigns all its 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 my hand (or caused its corporate name to be signed hereto by and through its proper officers duly authorized so to do) this the 11th day of August 19 75.

National Bank of Commerce, Memphis, Tennessee  
*[Signature]*  
By: 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.

My commission expires \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_ Notary Public

STATE OF TENNESSEE  
COUNTY OF SHELBY

Before me, a Notary Public in and for said State and County duly commissioned and qualified, personally appeared Gary D. Cantrell, 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, Memphis, Tennessee the within named bargainer, 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, TN this 17th day of August, 19 75.

My commission expires 22nd day of November \_\_\_\_\_ Notary public

STATE OF MISSISSIPPI, DESOTO COUNTY  
I certify that the within instrument was filed for record at 10 o'clock 15 minutes A M. 13 day of Aug 1975, and that the same has been recorded in Book 189 Page 198 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 13 day of Aug 1975.

Fees \$ 2.58 pd.

*[Signature]* CLERK

Lot 702, Section D, Greenbook

AUTHORITY TO CANCEL

TO THE CHANCERY CLERK OF DeSoto COUNTY, MISSISSIPPI

You are hereby authorized and requested to enter satisfaction of and cancel of record a certain Deed of Trust executed by First Realty Building Corporation to Rowan H. Taylor, Trustee, Wortman & Mann, Inc. and recorded in Book 184 at Pages 383 of the Records of Deeds or Deeds of Trust in your office.

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



WORTMAN & MANN, INC. Mortgage Loan Division

BY: James N. C. Moffat, III, Vice President

STATE OF MISSISSIPPI COUNTY OF HINDS

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

Given under my hand and official seal, this the 11th day of August, 19 75.



Sarah B. Hubbard NOTARY PUBLIC

My Commission Expires: My Commission Expires Jan. 27, 1976

STATE OF MISSISSIPPI, DESOTO COUNTY I certify that the within instrument was filed for record at 10 o'clock 15 minutes A.M. 13 day of Aug 1975, and that the same has been recorded in Book 189 Page 199 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 13 day of Aug 1975.

Fees \$ 2.50 pd.

SEAL H. P. Ferguson, CLERK

Lot 1251618

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 January 28th, 19 75, and duly recorded in Book 183 at Page(s) 95 of your records.

WITNESS the signature of the corporation, this the 7th day of August, A.D., 19 75.

BANKERS TRUST SAVINGS AND LOAN ASSOCIATION

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



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 7th day of August, A.D., 19 75.

Carrie D. Solb  
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 15 minutes A M. 13 day of Aug 1975, and that the same has been recorded in Book 189 Page 200 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 13 day of Aug 1975.

Fees \$ 2.50 pd.

SEAL H. P. Ferguson, CLERK



AUTHORITY TO CANCEL

TO: CHANCERY CLERK

De SOTO COUNTY

HERNANDO, MISSISSIPPI

201  
1168

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) 165 of your records.

WITNESS the signature of the corporation, this the 5th day of August, A.D., 19 75.

(SEAL)

BANKERS TRUST SAVINGS AND LOAN ASSOCIATION

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



ATTEST:

B. J. Renfrow  
B. J. Renfrow, Assistant Vice President

STATE OF MISSISSIPPI  
COUNTY OF HINDS

Personally came and appeared before me, the undersigned Notary Public in and for said County and State, W. S. Weems and B. J. Renfrow, known to me to be the Senior Vice President, and Assistant Vice President, respectively, of the within named BANKERS TRUST SAVINGS AND LOAN ASSOCIATION, a Mississippi corporation, who acknowledged to me that for and on behalf of said corporation and as its act and deed, they signed and delivered the above and foregoing Authority to Cancel on the day and year therein set out, and for the intent and purposes therein expressed, they being first duly authorized so to do by said corporation.

GIVEN under my hand and official seal of office, this the 5th day of August, A.D., 1975.

Carrie D. Selts  
NOTARY PUBLIC



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 15 minutes A. M. 13 day of Aug 1975, and that the same has been recorded in Book 189 Page 201 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 13 day of Aug, 1975.

Fees \$ 2.50 pd.

SEAL H. P. Ferguson, CLERK

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST

Class C

STATE OF MISSISSIPPI }  
DeSoto County. } ss.

KNOW ALL MEN BY THESE PRESENTS: That D. E. Campbell  
of \_\_\_\_\_ the beneficiary, does hereby certify that a certain trust deed  
bearing date the 23rd day of January 19 73, made and executed by Robert F. Massey and  
Wife, Virginia H. Massey to David Gustafson, Trustee  
for D. E. Campbell,  
the above named beneficiary, and recorded in the office of the Chancery Clerk of DeSoto  
County, in the State of Mississippi in Real Estate Trust Deed Record No. 153 on page 430  
of the Record of Trust Deeds, on the 1st day of February, A. D. 19 73, is now fully paid  
and satisfied; and I do hereby authorize the Clerk of the Chancery Court of said DeSoto  
County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of  
said County also as provided by law.

D. E. Campbell  
D. E. Campbell

STATE OF ARKANSAS }  
BAXTER County. } ss.

Personally came and appeared before me, the undersigned authority \_\_\_\_\_  
in and for County and State aforesaid, D. E. Campbell who acknowledged that he signed and  
delivered the above and foregoing instrument on the day and date for the purpose therein mentioned.

Given under my hand and seal of office this 25th day of JULY A. D. 19 75.

MY COMMISSION EXPIRES:  
My Commission Expires April 25, 1979

Reverend Williams  
NOTARY PUBLIC

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock  
15 minutes A M. 13 day of Aug 1975, and that the same has been  
recorded in Book 189 Page 202 records of REAL ESTATE TRUST DEEDS  
of said County.

Witness my hand and seal this the 13 day of Aug 1975.

Fees \$ 2.00 pd.

SEAL H. P. Ferguson CLERK

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST

Class C

STATE OF MISSISSIPPI, }  
DeSoto County. } ss.

KNOW ALL MEN BY THESE PRESENTS: That SENATOBIA BANK  
of Senatobia, Bank Mississippi the beneficiary, does hereby certify that a certain trust deed  
bearing date the 10th day of September 1973 made and executed by Tedd E. Smith, et ux  
of Southaven, Mississippi to Joe W. Taylor, trustee  
the above named beneficiary, and recorded in the office of the Chancery Clerk of DeSoto  
County, in the State of Mississippi in Real Estate Trust Deed Record No. 166 on page 328  
of the Record of Trust Deeds, on the 3rd day of October A. D. 19 73 is now fully paid  
and satisfied; and I do hereby authorize the Clerk of the Chancery Court of said DeSoto  
County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of  
said County also as provided by law.

SENATOBIA BANK  
BY: [Signature]  
Vice President



STATE OF MISSISSIPPI, }  
Tate County. } ss.

Personally came and appeared before me, the undersigned authority, R. L. Burford, Jr., Notary Public,  
in and for County and State aforesaid, L. M. McClure, V. Pres. of Senatobia Bank,  
who acknowledged that he signed and  
delivered the above and foregoing instrument on the day and date for the purpose therein mentioned, as the act of said Bank.

Given under my hand and seal of office this 7th day of August A. D. 19 75



[Signature]  
Notary Public

My Commission Expires March 27, 1978

LAWRENCE-GREENWOOD 2744

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock  
15 minutes A M. 13 day of Aug 1975, and that the same has been  
recorded in Book 189 Page 203 records of REAL ESTATE TRUST DEEDS  
of said County.

Witness my hand and seal this the 13 day of Aug 1975.

Fees \$ 2.00 pd.

SEAL [Signature] CLERK

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 Seventy (70) and Seventy One (71), Eastover Subdivision, Section A, a Subdivision, according to the map or plat thereof on file and of record in the office of the Chancery Clerk of DeSoto County, at Hernando, Mississippi, in Plat Book 12 at pages 32 through 35, reference to which is hereby made.

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 29th day of July, 1975.



UNIFIRST FEDERAL SAVINGS AND LOAN ASSOCIATION  
JACKSON, MISSISSIPPI

By [Signature]  
G. R. Munton, Jr.  
By [Signature]  
A. J. Stone, Jr.

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 A. J. Stone, Jr. who acknowledged to me that they are Controller and 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 29th day of July, 19 75.

My Commission expires: [Signature]  
Notary Public

AT 607

My Commission Expires March 4, 1979



STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 15 minutes A M. 13 day of Aug 1975, and that the same has been recorded in Book 189 Page 204 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 13 day of Aug, 1975.

Fee \$ 2.50 pd.

CLERK [Signature]

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 December 27, 1974, and given by REEVES-WILLIAMS, INC. to STUART ROBINSON, Trustee for the benefit of BANKERS TRUST SAVINGS AND LOAN ASSOCIATION, and which instrument is recorded in Book 182, at Page 414, in your Office, the same having been fully paid and satisfied.

EXECUTED this the 7th day of August, 1975.



BANKERS TRUST SAVINGS AND LOAN ASSOCIATION

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

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 7th day of August, 1975.



Carrie D. Bell  
NOTARY PUBLIC

My Commission Expires:

My Commission Expires Aug. 13, 1978

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 15 minutes A M. 13 day of Aug 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 13 day of Aug 1975.

Fees \$ 2.50 pd.

SEAL H. P. Ferguson CLERK

SATISFACTION OF MORTGAGE

PARTIES	DESCRIPTION OF MORTGAGE	FILING DATA
Name of Mortgagor: Robert C. and Alice J. Payne	Mortgage Dated 9-22-71	Filed or Recorded in office of Desoto County, Miss.
Name of Mortgagee: C.I.T. Financial Services 134 Desoto Clarksdale, Miss. 38614 (Guaranty Loan Corp.)	As Security for Payment of \$ 648.00	On Month, Day, Year and Numbered 10-13-71 In Book No. On Page 134 79

WHEREAS a certain mortgage, made, dated, executed and delivered by the Mortgagor to the Mortgagee, pertaining to certain property described in said mortgage, and filed or recorded, as hereinabove set forth, has been fully paid or otherwise satisfied.

NOW, THEREFORE, the above named Mortgagee does hereby authorize and direct the officer in whose office said mortgage is filed or recorded as hereinabove set forth, to cancel and discharge the same from record, and the undersigned hereby releases all claims under said mortgage, and to the realty and/or chattels therein described.

IN WITNESS WHEREOF, Mortgagee has caused this instrument to be executed on 7-31-75 Month, Day, Year

C.I.T. Financial Services 134 Desoto Ave. Clarksdale, Miss. 38614 Name of Mortgagee

WITNESS: Victoria Mumford By P.K. Wolfe Authorized Agent

State of Mississippi County of Coahoma

On July 31, 1975 before me, a Notary Public in and for said County and State, personally appeared P.R. Wolfe to me known, who, being by me duly sworn, did say that he is the authorized agent of the above named Mortgagee, and that said instrument was signed on behalf of said Mortgagee by authority of its Board of Directors, and he acknowledged said instrument to be the free act and deed of said Mortgagee.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Notarial Seal on the day and year last above written.

William C. Smith Notary Public My Commission expires: Jun 5, 1979



STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 15 minutes A.M. 13 day of Aug 1975, and that the same has been recorded in Book 189 Page 206 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 13 day of Aug 1975.

Fees \$2.50 pd.

SEAL H.P. Ferguson, CLERK

SATISFACTION OF MORTGAGE

PARTIES	DESCRIPTION OF MORTGAGE	FILING DATA
Name of Mortgagor: Robert G. and Alice J. Payne	Mortgage Dated: 9-27-72	Filed or Recorded in office of: Desoto County, Miss.
Name of Mortgagee: C.I.T. Financial Services 134 Desoto Clarksdale, Miss. 38611 (Suarnaty Loan Co.)	As Security for Payment of: \$ 1836.00	On Month, Day, Year and Numbered: 10-11-72 In Book No. 119 On Page 71

WHEREAS a certain mortgage, made, dated, executed and delivered by the Mortgagor to the Mortgagee, pertaining to certain property described in said mortgage, and filed or recorded, as hereinabove set forth, has been fully paid or otherwise satisfied.

NOW, THEREFORE, the above named Mortgagee does hereby authorize and direct the officer in whose office said mortgage is filed or recorded as hereinabove set forth, to cancel and discharge the same from record, and the undersigned hereby releases all claims under said mortgage, and to the realty and/or chattels therein described.

IN WITNESS WHEREOF, Mortgagee has caused this instrument to be executed on 7-31-75 Month, Day, Year

C.I.T. Financial Services 134 Desoto Ave. Clarksdale, Miss. 38611 Name of Mortgagee

WITNESS: Victory Mumford By PK Wolfe Authorized Agent

State of Mississippi  
County of Coahoma

On July 31, 1975 before me, a Notary Public in and for said County and State, personally appeared PK Wolfe to me known, who, being by me duly sworn, did say that he is the authorized agent of the above named Mortgagee, and that said instrument was signed on behalf of said Mortgagee by authority of its Board of Directors, and he acknowledged said instrument to be the free act and deed of said Mortgagee.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Notarial Seal on the day and year last above written.

Delbert C. Smith Notary Public

My Commission expires: June 5, 1979



CIT FILED 3779 C.I.T. 1000 38116

84-427 C 12-671

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STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 15 minutes A.M. 13 day of Aug 1975, and that the same has been recorded in Book 689 Page 207 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 13 day of Aug 1975.

Fees \$ 2.50 pd.

SEAL 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 10-18-74 executed by Shelton Roberson Builders, Inc. to Max B. Ostner, Jr. as Trustee(s), James E. McGehee & Co., Inc. as Beneficiary, which Deed of Trust is recorded in Book 180, Page 645, in the office of the Chancery Clerk of DeSoto County, Mississippi, the undersigned James E. McGehee & Co., Inc., as Beneficiary named in said Deed of Trust, have bargained and sold and by these presents do bargain, sell, convey, remise, release and quitclaim unto the said Shelton-Roberson Builders, Inc. the following described property located in DeSoto County, Mississippi, to-wit:

Lot 33, 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.

To have and to hold the aforesaid real property unto the said Shelton-Roberson 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 8th day of August, 19 75.

ATTEST:

Jean Young  
Jean Young, Secretary

James E. McGehee & Co., Inc.  
BY: Harold V. Crase  
Harold V. Crase, 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 Harold V. Crase and Jean Young who acknowledged that as Vice-President and Secretary respectively, for and on behalf of and by authority of James E. McGehee & Co., Inc., they signed the above and foregoing instrument and affixed the corporate seal of said corporation thereto and delivered said instrument on the day and year therein mentioned.



GIVEN UNDER MY HAND and seal of office this the 8th day of August, 19 75.

Lynda Cook  
NOTARY PUBLIC

My Commission Expires  
STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 15 minutes A M. 13 day of Aug, 1975, and that the same has been recorded in Book 189 Page 208 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 13 day of Aug, 1975.

Fees \$ 2.50 pd.

SEAL H. P. Ferguson CLERK



CANCELLED BY AUTHORITY RECORDED IN BOOK  
222 PAGE 158  
THIS 28 DAY OF Feb 19 28  
H. Y. Ferguson  
CHAPELRY CLERK

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

### DEED OF TRUST LAND

THIS INDENTURE, this day made and entered into between

Edward G. Mullin

of the first part, hereinafter designated as the Grantor,

Dwight K. Luter, 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 Four Thousand Two Hundred Sixty-Two and 10/100-----DOLLARS (\$ 4,262.10 ) 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 \_\_\_\_\_, providing for the payment of attorney's fees in case of default and being due and payable as follows, to-wit:

Payable in Thirty (30) equal monthly installments of One Hundred Forty Two and 07/100 Dollars (\$142.07), the first installment being due and payable on or before September 5, 1975, with a like installment being due and payable on or before the 5th day of each month thereafter, until paid in full.

Party of the first part reserves 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.

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

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

State of Mississippi, and more particularly described as follows, to-wit:  
Part of Section 3, Township 3 South, Range 8 West, DeSoto County, Mississippi, beginning at a point in the Northwest Quarter of Section 3, Township 3 South, Range 8 West, said point of beginning being in the center of Pine Tree Loop Road and being the southeast corner of the Wolf Property; thence east along the center of the said Pine Tree Loop Road a distance of 613.37 ft. to a point; thence north 478.94 ft. to a point; thence west 619.57 ft. to a point; thence south 490.29 ft. to the point of beginning, said tract containing 7.0 acres, more or less.

This is a first lien deed of trust secured by the above described property.

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

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary herein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment of interest as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other covenant herein contained, then and in that event the entire principal sum secured hereby with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, or the owner or holder of said note or notes, be and become at once due and payable, and the trustee herein named, or his successor or successors, shall, at the request of the beneficiary, or at the request of any owner or holder of the note or notes secured hereby, sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid. Such sale shall be made by giving notice of the time, place and terms of sale as required by Section 888 of the Mississippi Code of 1942 and amendments if any thereto, and the trustee shall make deed to the purchaser or purchasers. Should the beneficiary, or the owner or holder of the note or notes secured hereby be a corporation, then in such event a declaration of default to the trustee, and a request for sale hereunder, may be made by any officer thereof. If the land covered hereby is situated in two or more counties, or in two judicial districts of the same county, the trustee may sell the whole in any of the counties, or in either of the judicial districts of a county in which any part of the land lies. Out of the proceeds of sale the trustee shall first pay the cost of advertising and making the sale; and secondly, he shall pay whatever items may have been incurred and remain unpaid in the protection of this security; then he shall pay such of the items of indebtedness secured hereby as may be outstanding in the order of their maturity, and any balance remaining in his hands shall be delivered to the grantor, or to his proper representatives, agents or assigns.

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

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

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

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

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

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

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

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

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

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

IN TESTIMONY WHEREOF, witness the signature of the grantor this the 4th day of August 1975.

*Edward G. Mullin*  
Edward G. Mullin

STATE OF MISSISSIPPI,  
COUNTY OF DESOTO

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

Edward G. Mullin, who severally acknowledged that he

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

Given under my hand and official seal, this the 4th day of August 1975.

My Commission Expires: 9-25-78



*[Signature]*  
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 00 minutes A. M. 11 day of August 1975, and that the same has been recorded in Book 189 Page 209 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 14 day of August 1975.

FEE \$ 5.00 TD

*[Signature]*  
Notary Public

212

CANCELLED BY AUTHORITY RECORDED IN BOOK  
222 PAGE 224  
THIS 3 DAY OF AUGUST 1975  
CLERKERY DEPT

FOR REAL ESTATE, CHATTEL OR BOTH

Douglas C. Waller  
Mary K. Waller

To { DEED OF TRUST

Edward G. Mullin

THIS INDENTURE, Made this 11 day of August, 1975  
between Douglas C. Waller and wife, Mary K. Waller

and Edward G. Mullin

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 Sixteen Thousand Five Hundred and

00/100 Dollars (\$16,500.00) payable in One Hundred Eighty (180) equal monthly installments of One Hundred Thirty-Nine and 24/100 Dollars (\$139.24), the first being due and payable on the 1st day of September 1975 with a like amount due on the 1st of each month thereafter until paid in full.

and any further amount that the party of the second part may furnish the party of the first part during the term of this indenture to secure the prompt payment of the same when due. Therefore, in consideration of the premises, and of the sum of One Dollar to the part ies of the first part bargained, and sold to the said Trustee the following described property, located in the County of DeSoto, and state of Mississippi, viz: all the agricultural products of every kind that may be raised on the land and all the crops of every kind to be grown thereon during the term of this indenture, together with the proceeds of the sale of the same, to be held and used as security for the performance of the obligations herein contained.

Part of Section 3, Township 3 South, Range 8 West, more particularly described as beginning at a point in the northwest quarter of Section 3, Township 3 South, Range 8 West, said point being in the center of Pine Tree Loop Road; thence east along the center of said road a distance of 613.37 ft. to a point; thence north 478.94 ft. to a point; thence west 619.57 ft. to a point; thence south 490.29 ft. to the point of beginning, said tract containing 7.0 acres more or less.

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.

This is a second lien deed of trust second and subordinate to that certain deed of trust made and executed by Edward G. Mullin to the Hernando Bank, Horn Lake, Miss., securing principal sum of \$3,600.00.

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 ies of the first part promptly pay the above stated indebtedness on or before the 1st day of August, 1990, then this instrument to be void, but in default thereof the said Trustee shall take possession of said property, and after giving notice of the time, place and terms of sale, by advertisement according to law in DeSoto County, shall sell the same at public auction, to the highest bidder for cash, at such time and place as he shall designate in said advertisement. The proceeds of said sale shall be applied to the payment of said indebtedness and all costs incurred herein; and if there be a surplus, such surplus shall be refunded to the part ies of the first part. In case of failure or inability on the part of said Trustee to execute the trust herein conferred, the part Y of the second part his assigns or legal representatives, can at any time appoint a Trustee to act in his stead.

Witness OUR signature, S, the date written above. Douglas C. Waller Douglas C. Waller  
Mary K. Waller Mary K. Waller

STATE OF MISSISSIPPI, DESOTO COUNTY  
Personally appeared before me the undersigned authority of said County, the within named  
Douglas C. Waller and wife, Mary K. Waller

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 11 day of August, 1975  
My Commission Expires: (SEAL) 9-25-78  
By Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY  
I certify that the within instrument was filed for record at 10 o'clock 30 minutes A.M. 12 day of Aug 1975, and that the same has been recorded in Book 189 Page 212 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 14 day of August 1975.

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

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST

Class C

STATE OF MISSISSIPPI, } ss.  
DeSoto County.

KNOW ALL MEN BY THESE PRESENTS: That ANDREWS REALTORS

of MEMPHIS, TENNESSEE the beneficiary, does hereby certify that a certain trust deed

bearing date the 17th day of FEBRUARY 19 75, made and executed by HARRY L. WRIGHT, ET UX

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. 183 on page 475 and  
option to Andrews Realtors dated April 23, 1975 and recorded in PA&C Book # 43, Page 127.  
of the Record of Trust Deeds, on the 28th 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.

Oma Andrews  
OMA ANDREWS

Andrews Realtors

TENNESSEE  
STATE OF ~~MISSISSIPPI~~ } ss.  
~~SHELBY~~ County.

Personally came and appeared before me, the undersigned authority:

in and for County and State aforesaid, OMA ANDREWS 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 August, A. D. 19 75.

Alvin P. Johnson

My Commission Expires April 1976



STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 2 o'clock  
00 minutes P.M. 12 day of August 1975, and that the same has been  
recorded in Book 189 Page 213 records of REAL ESTATE TRUST DEEDS  
of said County.

Witness my hand and seal this the 14 day of August 1975.

Fees \$ 2.50 00.

SEAL H. P. Ferguson CLERK

CANCELED BY AUTHORITY REC'D-000 IN HICKOK  
PAGE 504  
THIS 1977  
DATE 10-19-77  
CHAMBERLAIN



### DEED OF TRUST LAND

THIS INDENTURE, this day made and entered into between  
BOBBY GRIFFIN and wife, DOROTHY CAROL LOFTIN GRIFFIN,  
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  
FIFTY-EIGHT THOUSAND FIVE HUNDRED AND NO/100-----DOLLARS  
(\$ 58,500.00 ) evidenced by one promissory note of even date herewith in favor of  
set forth in said Note  
the beneficiary, bearing interest at the rate ~~XXXXXXXXXX~~ ~~XXXXXXXXXX~~ ~~XXXXXXXXXX~~ ~~XXXXXXXXXX~~ ~~XXXXXXXXXX~~  
providing for the payment of attorney's fees in case of default and being due

and payable as follows, to-wit: in sixty (60) monthly installments of principal and interest in the amount of NINE HUNDRED SEVENTY-FIVE AND NO/100 DOLLARS (\$975.00) each, with the first of said monthly installments of principal and interest being due and payable on or before the 15th day of September, 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.

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 Sixteen (16), Township Three (3), Range Eight (8) West,

State of Mississippi, and more particularly described as follows, to-wit:  
Being a survey of the West 35 acres in the Northwest Quarter, Section 16, Township 3 South, Range 8 West, more particularly described as follows:

BEGINNING at an iron pin on the South line of the Northwest Quarter, Section 16, Township 3 South, Range 8 West, said point of beginning being westerly 2075.6 feet along said South line from the Southeast corner of said Northwest Quarter; thence continuing along said South line 577.5 feet to an iron pin; thence northerly 2629.0 feet along the West line of said Section 16 to an iron pin on the South right of way line of Mississippi State Highway No. 304; thence easterly 577.5 feet along the said South right of way line to an iron pin; thence southerly and parallel with the West line of said Section 16, 2611.7 feet to the point of

\*\* of beginning, containing 35 acres, more or less, being part of the same land conveyed to Henderson Bachus on August 15, 1903 by Deed of record in Book 12, Page 297 of the Deed Records of DeSoto County, Mississippi.

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

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary herein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment of interest as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other covenant herein contained, then and in that event the entire principal sum secured hereby with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, or the owner or holder of said note or notes, be and become at once due and payable, and the trustee herein named, or his successor or successors, shall, at the request of the beneficiary, or at the request of any owner or holder of the note or notes secured hereby, sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid. Such sale shall be made by giving notice of the time, place and terms of sale as required by Section 3884 of the Mississippi Code of 1932 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.

89-1-55

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

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

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

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

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

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

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

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

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

IN TESTIMONY WHEREOF, witness the signature of the grantor this the 13<sup>th</sup> day of August, 1975.

*Bobby Griffin*  
BOBBY GRIFFIN

*Dorothy Carol Loftin Griffin*  
DOROTHY CAROL LOFTIN GRIFFIN

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 BOBBY GRIFFIN and wife, DOROTHY CAROL LOFTIN GRIFFIN, 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 13<sup>th</sup> day of August, 1975.  
My Commission Expires: May 8, 1978  
*Jami McLenahan*  
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY  
I certify that the within instrument was filed for record at 2 o'clock 15 minutes P. M. 13 day of August 1975, and that the same has been recorded in Book 189 Page 214 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 14 day of August 1975.  
Fees \$5.00 pd.  
*W. H. Feiguison, Clerk*



PARTIAL RELEASE

For and in consideration of the sum of TEN DOLLARS (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, ----- A. W. BOUCHILLON ----- does hereby release from the lien of the Deed of Trust given by REEVES-WILLIAMS, INC., A Mississippi Corporation, ----- for the benefit of the said A. W. Bouchillon -----, which Deed of Trust is dated January 9, 1975, and recorded in Deed of Trust Book 182, Page 476 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. 15, Oak Grove Subdivision, Revised Plat, in Section 13 & 24, Township 3 South, Range 8 West (DeSoto County, Mississippi), as recorded in Plat Book 13, Page 38 in the Office of the Chancery Clerk of DeSoto County, Mississippi; to which plat reference is made for a more particular description of said lot.

SUBJECT TO: City of Hernando ordinances on subdivision and zoning; Rights-of-Way and Easements for public roads and public utilities, and Restrictive Covenants for said subdivision as recorded in Plat Book 13, Page 38 in said Clerk's Office.

In all other respects said Deed of Trust recorded in Deed of Trust Book 182, Page 476 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 12<sup>th</sup> day of August, 1975

*A. W. Bouchillon*  
A. W. Bouchillon

STATE OF MISSISSIPPI  
COUNTY OF DeSOTO

THIS DAY personally appeared before me, the undersigned authority in and for said County and State, A. W. BOUCHILLON, 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 12<sup>th</sup> day of August, 1975.



*William H. Gustaf*  
NOTARY PUBLIC

My Commission Expires: Aug 25, 1982

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 August 1975, and that the same has been recorded in Book 189 Page 217 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 14 day of August 1975.

Fees \$ 2.50 pd.

CLERK

*H. P. Teramo*

CLERK

PARTIAL RELEASE

FOR A VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, JAMES E. MCGEEHEE & CO., INC., does hereby release from the lien of the Deed of Trust given by W. H. HOPPER & ASSOCIATES, INC. to MAX B. OSTNER, JR., Trustee for the benefit of James E. McGehee & Co., Inc., which Deed of Trust is dated the 13th day of June, 1974, and recorded in Deed of Trust Book 176, Page 528, in the Office of the Chancery Clerk of DeSoto County, Mississippi, the following land located in DeSoto County, Mississippi, described as follows, to-wit:

Lot 18, Section A Revised, Lakewood Estates Subdivision, as shown by plat recorded in Plat Book 11, Pages 1-3, in the Office of the Chancery Clerk of DeSoto County, Mississippi, in Section 23, Township 2 South, Range 7 West.

In all other respects said Deed of Trust recorded in Deed of Trust Book 176, Page 528, shall remain in full force and effect.

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

WITNESS the signature of JAMES E. MCGEEHEE & CO., INC. by its duly authorized officer, this the 6th day of August, 1975.

JAMES E. MCGEEHEE & CO., INC.

By *Max B. Ostner, Jr.*  
Max B. Ostner, Jr., 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 Max B. Ostner, Jr., Trustee of JAMES E. MCGEEHEE & CO., INC., who acknowledged that acting for and on behalf of said corporation and being fully authorized thereto, he signed, sealed and delivered the above and foregoing Partial Release as the act and deed of said corporation.

GIVEN under my hand and seal of office this the 6th day of August, 1975.



*Lynda Cook*  
Notary Public

My commission expires:  
December 5, 1978

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 8 o'clock 50 minutes A. M. 14 day of August 1975, and that the same has been recorded in Book 189 Page 218 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 14 day of August 1975.

Fees \$ 2.50 pd.

SEAL *H. P. Ferguson* CLERK

1 acre, Ronald L. Weir, et ux

ORDER TO CLERK TO CANCEL DEED OF TRUST

STATE OF MISSISSIPPI,  
COUNTY OF DESOTO:

KNOW ALL MEN BY THESE PRESENTS: That F. P. Sadlon and wife, Nancy Kay, Sadlon, being all the shareholders of Services, Inc. of Memphis, Tennessee, the beneficiary, does hereby certify that a certain Deed of Trust bearing the date of the 13th day of September, 1965, and assigned to Services, Inc. by W. I. LaRue, the original mortgage holder, on the 25th day of October, 1965, made and executed by A. M. Stanford and E. Frances Stanford, 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. 85, Page 212, of the Record of Trust Deeds, on the 25th day of October, 1965, 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 31st day of July, 1975.

SERVICES, INC.

By: [Signature]  
F. P. Sadlon, President

[Signature]  
Nancy Kay Sadlon, Vice President

STATE OF  
COUNTY OF

PERSONALLY came and appeared before me, the undersigned authority, Notary Public, in and for the County and State aforesaid, F. P. Sadlon and Nancy Kay Sadlon, as President and Vice President, respectively, for and on behalf of and by authority of SERVICES, INC., who acknowledged that they signed and delivered the above and foregoing instrument on the day and year therein set forth for the purposes therein contained.

GIVEN UNDER MY HAND and seal of office, this the 31st day of July, 1975.

My Commission expires:  
MY COMMISSION EXPIRES MARCH 18, 1978

[Signature]  
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 9 o'clock 30 minutes A.M. 14 day of August 1975, and that the same has been recorded in Book 189 Page 219 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 14 day of August 1975.

Fees \$2.50 pd.

SEAL [Signature] CLERK

Lot 736, Greenbrook

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 November 21, 1974, and given by Virden Homes, Inc. to Wortman & Mann, Inc., and which said instrument is recorded in Book 181, Page 581, in your office, same having been fully paid and satisfied.

EXECUTED this the 11th day of August, 1975.

WORTMAN & MANN, INC.  
Mortgage Loan Division

By: James N. C. Moffat, III  
James N. C. Moffat, III, Vice President



ATTEST:

Mark B. Loflin  
Mark B. Loflin, Secretary-Treasurer

STATE OF MISSISSIPPI  
COUNTY OF HINDS

This day personally came and appeared before me, the undersigned authority in and for said jurisdiction, the within named James N. C. Moffat, III, and Mark B. Loflin, who acknowledged that as Vice President and Secretary-Treasurer, 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 11th day of August, 1975.

Sarah B. Hubbard  
Notary Public

My Commission expires:

My Commission Expires Jan. 27, 1978



STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 9 o'clock 30 minutes A.M. 14 day of August 1975, and that the same has been recorded in Book 189 Page 220 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 14 day of August 1975.

Fees \$ 2.50 pd.

SEAL H. P. Ferguson CLERK

Lot 697, TL - Stephenson

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 23, 1975, and given by NORTHWEST BUILDERS, INC. to C. B. Henley, Trustee, for the benefit of Bailey Mortgage Company, and which instrument is recorded in Book 185, Page 229, in your office, same having been fully paid and satisfied.

EXECUTED this the 11th day of August, 1975.



BAILEY MORTGAGE COMPANY

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

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 11th day of August, 1975.

My Commission expires:

J. Brown  
Notary Public



My Commission Expires Oct. 31, 1978

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 9 o'clock 30 minutes A. M. 14 day of August 1975, and that the same has been recorded in Book 189 Page 221 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 14 day of August 1975.

Fees \$ 2.50 pd.

SEAL H. P. Ferguson CLERK

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST

Class C

STATE OF MISSISSIPPI, } ss.  
DeSoto County.

KNOW ALL MEN BY THESE PRESENTS: That The Hernando Bank  
of Hernando, Miss. the beneficiary, does hereby certify that a certain trust deed  
bearing date the 2nd day of Sept. 19 70, made and executed by John H. Coughran and wife  
Gail P. Coughran of The Hernando Bank  
the above named beneficiary, and recorded in the office of the Chancery Clerk of DeSoto  
County, in the State of Mississippi in Real Estate Trust Deed Record No. 120 on page 143  
of the Record of Trust Deeds, on the 4th day of Sept. A. D. 19 70, is now fully paid  
and satisfied; and I do hereby authorize the Clerk of the Chancery Court of said DeSoto  
County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of  
said County also as provided by law. This the 13th day of August, 1975.

The Hernando Bank

*[Signature]*  
A. S. Ballard, Jr., President

STATE OF MISSISSIPPI, } ss.  
DeSoto County.

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

Given under my hand and seal of office this 13th day of August A. D. 19 75

My Commission Expires July 7, 1978  
My Commission Expires July 7, 1978

*[Signature]*  
Notary Public

LEVINE-GARDNER 72844

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 August 1975, and that the same has been  
recorded in Book 189 Page 222 records of REAL ESTATE TRUST DEEDS  
of said County.

Witness my hand and seal this the 14 day of August 1975.

Fees \$2.50 pd.

SEAL *[Signature]* CLERK

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST

Class C

STATE OF MISSISSIPPI, } ss.  
DeSoto County.

KNOW ALL MEN BY THESE PRESENTS: That THE HERNANDO BANK

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

bearing date the 16th day of June, 1972, made and executed by BOBBY GRIFFIN and wife,

DOROTHY CAROL LOFTIN of Memphis, Tennessee, to WILLIAM W. BALLARD, Trustee for GRIFFIN

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

County, in the State of Mississippi in Real Estate Trust Deed Record No. 144 on page 39

of the Record of Trust Deeds, on the 17th day of June, A. D. 1972, is now fully paid

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

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

said County also as provided by law. This the 14th day of August, 1975.

THE HERNANDO BANK

BY: *[Signature]*  
A. S. BALLARD, JR. President

STATE OF MISSISSIPPI, } ss.  
DeSoto County.

Personally came and appeared before me, the undersigned authority, Notary Public

in and for County and State aforesaid, 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, for and on behalf of THE HERNANDO BANK being first duly authorized and empowered by said Bank to so do.

Given under my hand and seal of office this 14th day of August, A. D. 1975.

My Commission Expires Jan. 7, 1978

*[Signature]*

NOTARY PUBLIC

LAWRENCE-GARDNER CO. 87844

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 August 1975, and that the same has been recorded in Book 189 Page 293 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 14 day of August 1975.

Fees \$ 2.50 pd.

SEAL *[Signature]* CLERK

824

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST

Class C

STATE OF MISSISSIPPI, } ss.  
DeSoto County.

KNOW ALL MEN BY THESE PRESENTS: That THE HERNANDO BANK  
of Hernando, Mississippi the beneficiary, does hereby certify that a certain trust deed  
bearing date the 16th day of June 19 72, made and executed by BOBBY GRIFFIN and wife,  
DOROTHY CAROL LOFTIN of Memphis, Tennessee to WILLIAM W. BALLARD,  
GRIFFIN 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. 144 on page 38  
of the Record of Trust Deeds, on the 17th day of June A. D. 19 72 is now fully paid  
and satisfied, and I do hereby authorize the Clerk of the Chancery Court of said DeSoto  
County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of  
said County also as provided by law. This the 14th day of August, 1975.

THE HERNANDO BANK

BY: [Signature]  
A. S. BALLARD, JR. - President

STATE OF MISSISSIPPI, } ss.  
DeSoto County.

Personally came and appeared before me, the undersigned authority, Notary Public  
in and for County and State aforesaid, 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/ for and on behalf of  
being first duly authorized and empowered by said Bank to so do. THE HERNANDO BANK,  
Given under my hand and seal of office this 14th day of August A. D. 19 75.

My Commission Expires Jan. 7, 1978

[Signature]  
NOTARY PUBLIC

LAWRENCE-GRIFFINWOOD 22344

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 August 1975, and that the same has been  
recorded in Book 189 Page 224 records of REAL ESTATE TRUST DEEDS  
of said County.

Witness my hand and seal this the 14 day of August 1975.

Fees \$ 2.50 pd.

SEAL [Signature] CLERK



H. S. Ferguson  
CHANCELLER

## DEED OF TRUST

THIS DEED OF TRUST made and entered into this 11th day of August 1975, by and between Charles F. Harberason and wife Alice Marie Harberason hereinafter called the Grantors; Warren Finch hereinafter called the Trustee; Homemakers Finance Service, Inc., a New York Corporation, and having its business office and post office address at 1389 Stateline Rd., P. O. Box 213, Southaven, Miss. 38671 hereinafter called the Beneficiary;

WHEREAS the Grantors are justly indebted to the Beneficiary in the full sum of ~~Five Thousand Five Hundred~~ <sup>Sixty Eight Dollars & 00/100</sup> DOLLARS \$5568.00 evidenced by promissory note of even date herewith payable to the Beneficiary, at the office of the Beneficiary stated above, or at such place as the holder may designate, in writing, in 48 monthly installments of \$116.00 each commencing on the 18th day of Sept. 1975 and like payments on the same day of each successive month thereafter until paid in full, said note bearing interest from maturity at the rate of six per centum per annum, and providing for attorney's fees for collection if not paid according to the terms thereof. The Beneficiary may collect a "late charge" not to exceed 5% of the amount of the delinquent payment or \$5.00, whichever is the lesser sum.

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

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

Walls District of DeSoto County, State of Mississippi, and more particularly described as follows, to wit:

Lot 115, Section B, Twin Lakes Subdivision in Section 6, Township 2 South, Range 8 West, DeSoto County, Mississippi, as shown on a map or plat thereof recorded in Plat Book 7, page 52 in office of Chancery Clerk, DeSoto County, Mississippi, to which plat reference is hereby made for a more particular description of said property.

Bailey Mtg. Co. is responsible for taxes.

The undersigned covenant(s) that the undersigned has/have exclusive and unconditional title to and possession of the above described property; that there are no liens, claims or encumbrances against same, or any part thereof, other than as shown herein.

This conveyance, however, is in trust, and should the undersigned pay the aforesaid note at maturities and otherwise perform all the terms and conditions thereof, this conveyance shall be void; otherwise, and in the event that the undersigned should fail to pay said indebtedness, or any installment or part thereof, at maturities, or should otherwise fail to perform any of the terms and conditions of said note, then said Trustee shall, upon demand of said beneficiary, its successors or assigns, whether or not all of said indebtedness shall have become due, sell, at public outcry, to the highest bidder for cash, within legal hours, and at the courthouse of the aforesaid county (or if there be two judicial districts in said county, then at the courthouse in the judicial district in which said lands are situated), the aforesaid property, after having advertised said sale by publishing notice of the time, place, and terms of such sale in some newspaper having general circulation in said county and qualified to publish same, for three consecutive weeks preceding such sale, and by posting one notice thereof for said time, at said courthouse at which said property is to be sold; and out of the proceeds of such sale, the lawful costs and expenses of foreclosure and sale, including the attorney's fees specified in the note, and a reasonable and lawful Trustee's fee therefor shall be first paid, which trustee's fee is hereby agreed shall be 15% of the principal amount of the note(s) hereby secured and remaining due and unpaid and which amount shall be in addition to the attorney's fees for collection provided in said note(s); next, the amount remaining owing under the aforesaid notes shall be paid to the beneficiary herein; and lastly, any balance remaining shall be paid to the undersigned. Any such sale may be held on any secular day.

It is agreed that all buildings on said property shall be kept fully insured from loss by fire and windstorm, and from such other casualties as may be required by said beneficiary, its successors or assigns, for the benefit of the said beneficiary and payable to it in the event of loss, as its interest may appear, for application, at the option of said beneficiary, to the repairing, reconditioning, reconstruction or replacement of the aforesaid property or to any balance remaining outstanding on the aforesaid note, or other said indebtedness, whether all thereof be then due or not; and that all taxes and other charges maturing from time to time on said property shall be kept promptly paid. In event of loss the Grantor will give immediate notice by mail to the Beneficiary, who may make proof of loss if not made promptly by the Grantor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Beneficiary instead of to the Grantor and the Beneficiary jointly, and the insurance proceeds, or any part thereof, may be applied by the Beneficiary at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this Deed of Trust or other transfer of title to the said premises in extinguishment of the indebtedness secured hereby, all right, title, and interest of the Grantor in and to any insurance policies then in force shall pass to the purchaser or grantee. In event the undersigned shall neglect or refuse to obtain said insurance or pay said taxes and other charges, then said beneficiary may, at its option, but is not required to, obtain such insurance and pay all such taxes and other charges, either or all; and all sums of money expended therefor are hereby secured by this Deed of Trust, and shall be repayable with interest at 8% per annum from dates of such payments, upon demand of said beneficiary, and may be retained by said beneficiary from the proceeds of any sale of said property herein authorized. Neither the Trustee nor the beneficiary shall have any obligation to pay taxes, or other said charges, or procure insurance herein provided for; and in case any insurance procured by cancelled or otherwise expire, the said Trustee and beneficiary are hereby specifically relieved of any liability or obligation to procure other insurance, and shall have no further obligation to the undersigned in reference thereto, except the return of any unearned premium held. For default in either of said matters, the Trustee may make sale of said property, upon demand of said beneficiary, its successors or assigns, and apply the proceeds received therefrom, all as heretofore provided in event of default in payment of said note by the undersigned.

The Grantor hereby assigns to the Beneficiary any and all rents on the premises covered hereby and authorizes the Beneficiary, by its agents, to take possession of said premises at any time there is any default in the payment of the debt hereby secured or in the performance of any obligation herein contained, and rent the same for the account of the Grantor, and to deduct from such rents all costs of collection and administration and to apply the remainder of the same on the debt hereby secured. The Grantor further covenants and agrees that in case of a sale, as heretofore provided, the Grantor or any person in possession under the Grantor, shall then become and be tenants holding over and shall forthwith deliver possession to the purchaser at such sale, or be summarily dispossessed in accordance with the provisions of law applicable to tenants holding over. The lien of this instrument shall remain in full force and effect during any postponement or extension of the time of payment of the indebtedness or any part thereof secured hereby. The Grantor(s) waive the provisions of Chapter 248, Laws of Mississippi of 1934, and amendatory thereof, if any, as far as said Section restricts the right of the trustee to offer at sale more than one hundred and sixty acres at a time, and the trustee may offer the property herein conveyed as a whole regardless of the manner in which it may be described. The Grantor(s) agrees to pay all usual and necessary costs incident to the cancellation upon the record or records of this deed of trust after the indebtedness hereby secured has been paid in full. In the event the property described herein shall be subject to or become subject to an oil, gas or mineral lease, then the Grantors herein assign to the beneficiary herein named, its successors or assigns, all rents and/or royalties accruing under said lease(s) until the indebtedness hereby secured is extinguished in full.

Grantors covenant at all times to do all things necessary to defend the title to all of the mortgaged property, but the holder shall have the right, at any time, to intervene in any suit affecting such title and to employ independent counsel in connection with any such suit to which it may be a party by intervention or otherwise, and upon demand Grantors agree to pay the holder all reasonable expenses paid or incurred by it in respect of any such suit affecting title in any such property, or affecting the holder's liens or rights hereunder, including reasonable fees to the holder's attorneys, and Grantors will indemnify and hold the holder harmless from and against any and all such costs and expenses, including, but not limited to any and all cost, loss, damage or liability which it may ever suffer or incur on account of the failure or inability of Grantors for any reason, to convey the rights, titles and interests which this deed of trust purports to convey. Grantors covenant at any time and from time to time, upon request by the holder, at Grantors' expense, forthwith to execute and deliver to the holder, for the benefit of all holders, if there be more than one, any and all additional instruments and further assurances as may be necessary or proper, in the holder's opinion, to effect the intent of these presents, and to continue with due diligence to cure, to the satisfaction of such holder's attorneys, all objections and meet all requirements heretofore or hereafter made by said attorneys in connection with the loan hereby secured, or the titles to the mortgaged property. In the event that this deed of trust is subordinate to any other deed of trust or lien of any kind, the beneficiary may, in the event of a default in the performance of any covenant or agreement in the prior deed of trust or in the event of default in payment of any indebtedness secured by any other prior lien when due, at its option, declare the entire indebtedness secured by this deed of trust immediately due, and payable, or the beneficiary may perform any such defaulted covenant or agreement to such extent as the beneficiary may determine or pay any part of the indebtedness which is in default, with resultant right of subrogation, and the beneficiary shall have a lien for the same with interest at the rate of eight per centum [8%] per annum from date until paid, and the trustee shall have all of the powers of sale or otherwise, in reference to said payments as for default in the payments of the original indebtedness secured by this deed of trust, and the failure to promptly repay the Beneficiary any monies so expended, upon demand, shall render the whole indebtedness herein secured, at the option of the legal holder of said indebtedness, immediately due and payable.

If default be made in any payment of any installment of principal or interest or of any indebtedness herein provided for when the same may become due and payable, then the whole of the indebtedness secured in and by this instrument may, at the option of the beneficiary, and without notice to the Grantors, be declared immediately due and payable. A failure on the part of the beneficiary to exercise any option herein contained in the event of default being made, shall not constitute a waiver of the beneficiary's right to exercise said option in the event of any subsequent default.

In case the Grantors or either of them, or their vendees of the property herein conveyed, immediate or remote, should become insolvent, or apply to a bankruptcy court to be adjudicated a voluntary bankrupt, or proceedings be instituted to put them in involuntary bankruptcy, or should any proceedings be taken against the grantors, or their said vendees, immediate or remote, or either of them, looking to the appointment of a receiver, assignee, or trustee, then, and in either or any such case, all rents becoming due thereafter on the property herein conveyed shall be due and payable to the beneficiary herein, to be applied on the indebtedness secured hereby, and the whole indebtedness hereby secured, may, at the option of the said Beneficiary, or any holder of said indebtedness, be declared due and payable.

It is hereby agreed that all of the provisions of this deed of trust shall apply to and secure any and all other obligations of the undersigned, or either of them, owing to, or guaranteed by, the beneficiary herein, prior to the payment of the above described note, irrespective of whether or not said obligation or obligations were incurred prior to or subsequent to the date of the indebtedness secured hereby.

Any and all acts authorized herein on the part of the beneficiary, if it be a corporation, may be performed by it, acting through any of its officers, and should any successor or assign of said beneficiary be a corporation, then such acts may likewise be performed by such corporation acting through any of its officers. The Trustee herein may act through an agent or attorney-in-fact designated by him and such designation need not be filed for record.

The said beneficiary, its successors, assigns, or legal representatives, or any owner of the above mentioned note, or either of them, are hereby authorized to appoint, in writing, successive or substitute trustees in place of the Trustee hereinabove named, or the successor or successors of such Trustee, if from any cause the above named Trustee, or the successor or successors of such Trustee, shall not be present, able and willing to execute the trust granted hereunder or to act in the premises, or if said beneficiary, its successors, assigns or legal representatives, or any owner of the abovesaid note, or either of them, shall for any reason desire so to do.

Witness the signature of the undersigned on the day, month and year first above set forth.

Witness

*Warren Zumb*

*Charles F. Harberson*

Witness

*Alma Sullivan*

*Alice Marie Harberson*

Witness

Witness

STATE OF MISSISSIPPI

COUNTY OF DeSoto

This day personally appeared before me, the undersigned authority in and for the above styled jurisdiction, the within named Charles F. Harberson and wife Alice Marie Harberson who acknowledge that they signed and delivered the above and foregoing instrument on the day and year therein named as their free and voluntary act and deed.

Given under my hand and official seal, this the Aug. 11th day of A.D. 19 75

*Larry R. Kethring*

My commission expires:

4-3-77

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 11 o'clock 00 minutes A M. 14 day of August 1975, and that the same has been recorded in Book 189 Page 225 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 14 day of August 1975.

Fees \$3.50 pd.

SEAL

*H. P. Ferguson*

CLERK

PARTIAL RELEASE

For value received, Union Planters National Bank, the beneficiary of that certain Deed of Trust made and executed by E. L. McKenzie and W. W. Long to the undersigned beneficiary dated December 5, 1974, appearing of record in Book 184, page 181 and re-recorded in Book 184, page 281, both in the office of the Chancery Clerk of 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 6, Hickory Hollow Subdivision, in Section 16, Township 2, Range 8 West, DeSoto County, Miss., as shown by plat appearing of record in Plat Book 13, pages 6 through 8 in the office of the Chancery Clerk of DeSoto County, Miss.

This is a partial release releasing only the above described land. In all other respects said Deed of Trust shall remain in full force and effect.

The Chancery Clerk of DeSoto County, Miss., is authorized to make the appropriate marginal notation on the face of the lien instrument.

UNION PLANTERS NATIONAL BANK

BY: Edward M. King III  
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 Edward M. King, III, Vice President, Union Planters National Bank, 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 warranty deed on the day and date therein mentioned, they having been first duly authorized so to do.

GIVEN under my hand and official seal of office this the 12th day of August, 1975.

Jesse E. Johnson  
Notary Public



STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock no minutes A. M. 14 day of August 1975, and that the same has been recorded in Book 189 Page 227 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 14 day of August 1975.

Fees \$ 2.50 pd.

SEAL H. P. Johnson CLERK

A S S I G N M E N T

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

Government National Mortgage Association  
of Washington, D. C., that certain Deed of Trust  
executed by

Timothy Newton Woodward and wife, Naomi K. Woodward  
to G. L. Oates, Trustee for the use and benefit of Wortman &  
Mann, Inc. beneficiary on the 19th day of June, 1975 encumbering  
certain lands in the County of DeSoto, State of Mississippi,  
which said Deed of Trust is recorded in Book 187 at Page 237  
in the Office of the Chancery Clerk of DeSoto County  
Mississippi, all our right, title and interest in and to  
said Deed of Trust and the lands described therein, together with the  
indebtedness in the original principal amount of \$29,450.00 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 11th day of August, 1975

WORTMAN & MANN, INC.

BY: [Signature]  
Thomas J. Tompkins, Vice President

ATTEST:  
BY: Charles M. Kelly  
Charles M. Kelly, Vice President  
STATE OF MISSISSIPPI  
COUNTY OF HINDS

Personally appeared before me, the undersigned authority in and for the  
aforesaid jurisdiction, the within named Thomas J. Tompkins and  
Charles M. Kelly, who acknowledged that they, as Vice President  
and Vice President respectively, for and on behalf of and by  
authority of said Wortman & Mann, Inc, signed and delivered the above  
and foregoing instrument and affixed the corporate seal of said corporation  
thereto on the day and year therein mentioned for the intent and purpose  
therein expressed.

Given under my hand and official seal of office, this 11th day of  
August 1975

My Commission Expires August 2, 1979

[Signature]  
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 11 o'clock  
00 minutes A. M. 14 day of August 1975, and that the same has been  
recorded in Book 189 Page 228 records of REAL ESTATE TRUST DEEDS  
of said County.

Witness my hand and seal this the 14 day of August 1975.

Fees \$ 2.30 pd.

SEAL [Signature] CLERK

Prepared by:

Ford Motor Credit Co.  
Box 227, 1274 Stateline Rd.  
Southaven, Miss. 38671

0103308528

- To Complete  
Real Estate Set  
Enter
1. Terminal Address
  2. Operator Identification
  3. Transaction Code
  4. Account Number

DEED OF TRUST

Lender - Beneficiary  
FORD MOTOR CREDIT COMPANY

1274 ST LN RD SHAVEN MS 38671

ACCOUNT NO. 30852-8	DUE 18	PREVIOUS ACCOUNT NO.	SECURITY MSEC-RE-HHG	LOAN DATE 8-11-75	9
NAME (BORROWER(S) GRANTEE(S)) JOEL A PACE		SPOUSE REBECCA		FINANCE CHARGE \$3001.28	OFFICIAL FEES 6.00
7079 SOUTHBRIDGE CIRCLE		CASH ADVANCE 4928.56		INCREASE PREMIUMS PHYSICAL DAMAGE NONE, CREDIT LIFE 345.60, CREDIT GRANTY 358.56	TOTAL OF PAYMENTS 8640.00
HORN LAKE MISS 38637		ANNUAL PERCENTAGE RATE 22.76%		NOTE IS PAYABLE IN MONTHLY PAYMENTS, THE FIRST ONE OF \$180.00 AND 47** 180.00	AMOUNT FINANCED 5638.72
AGE	SPOUSE AGE	HORN DRIVE 1 INSURANCE PREMIUM	FIRE INSURANCE PREMIUM	APPROVAL FEE	TITLE EXAMINATION FEE

WHEREAS, the undersigned Grantor, Joel A Pace & wife Rebecca Pace

whose address is 7079 South Bridge Circle Horn Lake DeSoto County Mississippi

owes FORD MOTOR CREDIT COMPANY, hereinafter called the Beneficiary, the sum set forth above as the Total of Payments, evidenced by a promissory note of even date herewith executed by the Grantor in favor of the Beneficiary; payable as above set forth, which note is by reference incorporated herein and made part hereof; and

WHEREAS, the said Grantor desires to secure the prompt payment of said indebtedness at the maturity thereof:

NOW, THEREFORE, in consideration of \$10.00 cash in hand paid by H. S. Sills Trustee, and other good and valuable consideration, the receipt of which is hereby conclusively acknowledged, the undersigned Grantor does hereby convey and warrant unto said Trustee that certain land and property situated in the County of DeSoto State of Mississippi, and described as follows, to wit:

Lot 284, Section A, in DeSoto Village Subdivision on Section 34, Township 1 South, Range 8 West as shown by the Plat recorded in Plat Book 7, Pages 9-14 in the Office of the Chancery Clerk of DeSoto County, Mississippi.

CLO 811323 Jul 74 Previous editions may NOT be used.

CANCELLED BY AUTHORITY RECORDED IN BOOK  
217 PAGE 174  
THIS 18 DAY OF Oct 1972  
H. H. Ferguson  
CHANCERY CLERK

The warranty of this conveyance is subject only to the following:

It is understood and agreed that this conveyance is made subject to and that the parties hereto have agreed upon and are bound by the following covenants, stipulations, and conditions:

1. Grantor binds and obligates himself to provide and maintain insurance upon the buildings situated on the above described property against loss or damage by fire, windstorm, and other hazards, satisfactory to and with loss payable to the Beneficiary during the continuance of this Deed of Trust. Each insurance company involved is authorized and directed to make payment for any loss directly to the Beneficiary.
2. The Grantor binds himself to pay all taxes and assessments on and against said property as they shall fall due and shall promptly forward the original tax receipts to the Beneficiary.
3. The rents, issues and profits of all of said property are specifically pledged to the payment of the indebtedness hereby secured and all other obligations which may accrue under the terms of this Deed of Trust. Upon the maturity of the indebtedness hereby secured, either by lapse of time or by reason of any default as herein provided, or if at any time it should become necessary to protect the lien of this conveyance, the Beneficiary or any owner or holder of the note secured hereby shall have the right to forthwith enter into and upon said property and take possession thereof, and collect and apply the rents, issues and profits thereon upon the indebtedness secured hereby, or may have a receiver appointed by any court of competent jurisdiction to collect and impound the said rents, issues and profits, and after paying the expense of such receivership apply the balance thereof to the payment of any indebtedness secured hereby.
4. The Grantor further represents unto the said Beneficiary for the purpose of obtaining the loan secured by this instrument, that there are no liens or encumbrances against the property conveyed herein except as shown above.
5. Should the Grantor fail to pay all taxes and assessments, or to insure the property as hereinabove stipulated, or fail to pay promptly all judgments which may become liens on the property, then the said Beneficiary, or its assigns may, pay any such unpaid taxes, assessments, liens or judgments and insure said improvements, and without notice, declare the whole debt secured by this Deed of Trust to be due and payable and proceed to foreclose same at once. All taxes, assessments, liens, judgments and insurance premiums paid by the said Beneficiary or its assigns, and all necessary expenses incurred by said Beneficiary or its assigns in connection therewith, including any expense incurred in defending the title of the Grantor to said property or in defending this Deed of Trust, or in seeking to have this Deed of Trust reformed by judicial proceedings, shall constitute a part of the debt secured by this Deed of Trust and become immediately due and payable to the said Beneficiary or its assigns.
6. In the event the Grantor shall fail to keep the buildings hereinabove conveyed in good condition and repair, Beneficiary or its assigns shall have the right to make any repairs, or improvements, and any such expenditure will be a legitimate indebtedness against the Grantor and against the property embraced in this Deed of Trust, and the cost of such repairs or improvements will become part of the debt secured by this instrument.
7. Failure by the Grantor to pay the above indebtedness, or any instalments thereon as they shall become due, or do or perform any of the above covenants and agreements, shall cause the entire indebtedness to become due and payable at the option of said Beneficiary or its assigns, and shall fully empower the Beneficiary or its assigns to have the Trustee execute his Trust, and said Beneficiary or its assigns shall not be required to declare such acceleration in writing or give notice thereof.
8. If the property conveyed herein should be situated in two or more counties or in two judicial districts of the same county, then the Trustee or any successor in said trust shall have full power, in case he is directed to foreclose under this instrument, to select in which county or judicial district the sale of all of the above property shall be made. The Trustee or any successor in said Trust shall have full power to fix the day, time, terms and place of sale, and shall also have full power to conduct any sale hereunder through an agent duly appointed by him for that purpose, but said appointment of agent need not be recorded. Beneficiary or its assigns shall have the same right to purchase at such sale as if a stranger to this instrument.
9. The Grantor waives the provisions of Chapter 248, Laws of Mississippi of 1934, and laws amendatory thereof, if any, insofar as said Section restricts the right of the Trustee to offer at sale more than one hundred sixty acres at a time, and the Trustee may offer the property herein conveyed as a whole regardless of the manner in which it may be described.
10. The attorney's fees provided for in the above described note and the Trustee's fee provided for in this Deed of Trust are hereby made liens on said property, and the Grantor hereby promises to pay the same should they become due under the terms of said note and this Deed of Trust.

11. If the legal holder of said note secured hereby proceeds in equity to foreclose this Deed of Trust, then a reasonable fee shall be allowed by the Court to the attorney representing such holder.

12. The said Beneficiary, or any owner or holder of the note secured hereby, may at pleasure and without notice appoint successive trustees in the place of said Trustee who shall have all the powers as are herein vested in the above named Trustee.

13. Whenever in this Deed of Trust the context so requires, the singular number shall include the plural, and the plural the singular; the holder of the note shall be deemed to refer to and include the owner of the debt; the word Beneficiary shall at all times include the then holder of the note secured hereby.

This conveyance, however, is in Trust to secure the prompt payment of the aforesaid indebtedness, and all other indebtedness that may become due and owing to the Beneficiary under the terms of this instrument and secured hereby, including the payment of any sum expended or any indebtedness incurred by the Beneficiary herein, or any owner or holder of the note secured hereby, in the payment of premiums for insurance, or in the payment of taxes on said property, or in the payment of attorney's fees or other items expended in protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, then this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note secured hereby, or of any installment thereon, or in the payment when due and demandable of any other item of indebtedness secured hereby, or if default is made in any other covenant herein contained, then the entire principal sum secured hereby and all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the Beneficiary, of the owner or holder of said note, be and become at once due and payable, and the Trustee herein named, or his successor or successors, shall, at the request of the beneficiary, or at the request of any owner or holder of the note secured hereby, sell said property or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid. Such sale shall be made by giving notice of the time, place and terms of sale as required by Section 89-1-55, Mississippi Code of 1972, Recompiled, and amendments, if any, thereto, and the Trustee shall make deed to the purchaser or purchasers. Should the Beneficiary, or the owner or holder of the note secured hereby be a corporation, then a declaration of default to the trustee, and a request for sale hereunder, may be made by any officer thereof. Out of the proceeds from such sale, the cost and expense of executing this Deed of Trust shall first be paid, including a reasonable Trustee's fee, and the attorney's fee prescribed in said note, or a reasonable attorney's fee if none be prescribed in said note, next the amount of said indebtedness then remaining unpaid, and lastly, any balance remaining shall be paid to the Grantor.

WITNESS the signature of the Grantor, this the 11th day of August, 19 75

*Joel A Pace*  
*Rebecca Pace*

STATE OF MISSISSIPPI  
COUNTY OF DeSoto

Personally appeared before me, the undersigned authority of law in and for the jurisdiction aforesaid, the within named Joel A Pace and wife Rebecca Pace

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

Given under my hand and official seal this 11 day of August, 19 75

My commission expires:

My Commission Expires September 2, 1977

*D. H. Ferguson*



all property taxes are to be paid by:  
STATE OF MISSISSIPPI, DESOTO COUNTY  
I certify that the within instrument was filed for record at 11 o'clock 00 minutes A.M. 14 day of August 1975, and that the same has been recorded in Book 189 Page 229 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 14 day of August 1975.

Fees \$ 4.00 pd.

SEAL *H. P. Ferguson* CLERK

FOR REAL ESTATE, CHATTEL OR BOTH

Allan Bondurant, et ux  
To { DEED OF TRUST  
Stanley L. Wender and  
Sidney M. Katz, Trustees

THIS INDENTURE, Made this 14th day of August, 19 75  
between Allan Bondurant and wife, Pamela E. Bondurant  
of the first part,  
and Stanley L. Wender and Sidney M. Katz, Trustees 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 10% interest from date, due and repayable in  
168 equal amortized monthly installments of \$55.42 each, first of said installments shall  
be due September 1, 1975 and one installment due each succeeding month thereafter until  
paid in full with each installment to be applied first toward accrued interest and the  
balance to the reduction of principal

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 upland  
products of every kind that grow on the land and all the crops of every kind to be grown by the party of the first part  
family may cultivate, or cause to be cultivated, as landlord or tenant and all the land may cultivate, or cause to be cultivated, as landlord or tenant and all

Lot 89, Section B, DeSoto Woods, Subdivision as shown on recorded plat appearing of  
record in Plat Book 6, Page 8 in the office of the Chancery Clerk of DeSoto County,  
Mississippi, to which recorded plat reference is made for a more particular description.  
Said lot being situated in Section 1, Township 2, Range 8.

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

Should the Trustee at any time believe said property, or any part thereof, endangered as a security for said debt, he may then forthwith take possession of said property and sell the same as herein below directed. Should the part ies of the first part promptly pay the above stated indebtedness on or before the maturity date thereof, 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. Allan Bondurant  
Witness Pamela Bondurant

STATE OF MISSISSIPPI, DESOTO COUNTY.  
Personally appeared before me the undersigned authority of said County, the within named  
Allan Bondurant and wife, Pamela E. Bondurant

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 August, 19 75.  
(SEAL) Liliana Lilly Clerk  
By Notary Public D. C.

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

STATE OF MISSISSIPPI, DESOTO COUNTY  
I certify that the within instrument was filed for record at 2 o'clock  
15 minutes P. M. 14 day of Aug 1975, and that the same has been  
recorded in Book 189 Page 232 records of REAL ESTATE TRUST DEEDS  
of said County.

Witness my hand and seal this the 14 day of Aug 1975.

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



(SALES)

STATE OF MISSISSIPPI )  
COUNTY OF DeSoto ) ss.

ASSIGNMENT OF DEED(S) OF TRUST

THIS ASSIGNMENT OF DEED(S) OF TRUST, executed this 15<sup>th</sup> day of July, 1975, by and between GOVERNMENT NATIONAL MORTGAGE ASSOCIATION, organized under an Act of Congress and existing pursuant to Title III of the National Housing Act, called ASSIGNOR, and Wortman & Mann, Inc. called ASSIGNEE.

FOR VALUE RECEIVED, the within instrument(s) is (are) hereby transferred, assigned, and conveyed to Assignee together with the property described therein and the debt secured thereby, said instrument(s) being recorded in the records of the office of the Chancery Clerk of DeSoto County, Mississippi, and duly identified as follows:

<u>Original Mortgagor</u>	<u>Date of Mortgage (Deed of Trust)</u>	<u>Book No.</u>	<u>Page No.</u>
Douglas Colin Brown	April 16, 1974	174	81
William W. Hoing	August 9, 1974	178	406
William D. Woods	August 16, 1974	178	513
Larry Douglas Holmes	August 27, 1974	179	147
Darwyn M. Bolton	August 20, 1974	178	587
Leslie Earl Young 1	September 9, 1974	179	425
Ronald Wayne McKnight	December 12, 1974	182	87
Edmund Otto Munsch	December 3, 1974	181	615
Rodney Chambliss Kelley	January 28, 1975	183	71

This Assignment is made without representation, warranty or recourse on Assignor herein.

Witness the execution hereof by the Government National Mortgage Association, through its duly authorized Attorney-in-Fact, whose appointment is published at 37 F.R. 16799 or 24 C.F.R. 300.11.

GOVERNMENT NATIONAL MORTGAGE ASSOCIATION

BY: Robert A. Chambers  
Robert A. Chambers Attorney-in-Fact

STATE OF GEORGIA )  
COUNTY OF FULTON ) ss.

Personally appeared before me the undersigned authority in and for the jurisdiction aforesaid, Robert A. Chambers, who acknowledged that he is Attorney-in-Fact for Government National Mortgage Association and that, for and on behalf of said Corporation and as its act and deed, he signed and delivered the above and foregoing instrument on the day and year therein mentioned, being first duly authorized so to do by said Corporation.

WITNESS my signature and official seal of office this 15<sup>th</sup> day of July, 1975.

[Signature]  
Notary Public, Georgia at Large  
(SEAL) Notary Public, Georgia, State At Large  
My Commission Expires Jan. 2, 1979

STATE OF MISSISSIPPI, DESOTO COUNTY  
I certify that the within instrument was filed for record at 11 o'clock 40 minutes A. M. 14 day of Aug 1975, and that the same has been recorded in Book 189 Page 233 records of REAL ESTATE TRUST DEEDS of said County.  
Witness my hand and seal this the 15 day of Aug. 1975.  
Fees \$ 3.70 pd.  
H. P. [Signature]

234  
THE HERNANDO BANK,  
Grantor

TO

ROBERT S. CURBO, ET AL,  
Grantees

PARTIAL RELEASE

For and in consideration of the sum of Ten Dollars (\$10.) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, THE HERNANDO BANK, Hernando, Mississippi, the Beneficiary of that certain Deed of Trust of record in Real Estate Trust Deed Book 183, Page 393, of the land records of DeSoto County, Mississippi, does hereby release from the lien of said instrument the following land lying and being situated in Section Ten (10), Township Two (2), Range Six (6) West, DeSoto County, Mississippi:

Lots 11, 12, and 13 of Section A, College Grove Subdivision as recorded in Plat Book 13, Pages 50 - 53, 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.

The lien of said Deed of Trust is to remain in full force and effect regarding all other real estate described therein and the Chancery Clerk of DeSoto County, Mississippi, is hereby authorized and directed to record this Partial Release and to make any and all necessary marginal notations to perfect same.

WITNESS MY SIGNATURE, this the 14th day of August, 1975.

THE HERNANDO BANK

BY: [Signature]  
A. S. BALLARD, JR. President

STATE OF MISSISSIPPI  
COUNTY OF DESOTO

PERSONALLY appeared before me, the undersigned authority in and for said County and State, the within named A. S. BALLARD, JR., President of THE HERNANDO BANK, who acknowledged that he signed and delivered the above and foregoing Partial Release on the day and date therein mentioned and for the purposes therein expressed, for and on behalf of THE HERNANDO BANK, being first duly authorized and empowered by said Bank to so do.

GIVEN under my hand and official seal of office, this the 14th day of August, 1975.



[Signature]  
NOTARY PUBLIC

STATE OF MISSISSIPPI, DESOTO COUNTY  
I certify that the within instrument was filed for record at 2 o'clock no minutes P. M. 14 day of Aug 1975, and that the same has been recorded in Book 189 Page 234 records of REAL ESTATE TRUST DEEDS of said County.

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

Fees \$ 2.50 pd.

SEAL [Signature] CLERK



# DEED OF TRUST LAND

THIS INDENTURE, this day made and entered into between

Burleigh Hunter and wife, Martha Hunter

of the first part, hereinafter designated as the Grantor,

Robert Q. Whitwell Trustee, of the second part, hereinafter designated as Trustee, and  
Manager  
CREDITHRIFT of America, Inc. 3952 Park Avenue, Memphis, Tennessee 38111

of the third part, hereinafter designated as the Beneficiary.

WITNESSETH: That whereas the Grantor is justly indebted to the beneficiary in the full sum of  
Eleven thousand eight hundred thirty two and no/100 DOLLARS

(\$ 11,832.00 ) evidenced by 1 promissory note of even date herewith in favor of

the beneficiary, bearing interest at the rate of  $7\frac{1}{2}$  per centum per 21.75% annum after  
7-15-77 with a service charge of 1% of the total note and a maint. fee of \$1.00 per mo.,  
providing for the payment of attorney's fees in case of default and being due

and payable as follows, to-wit: 24 equal and consecutive payments of \$493.00 per month  
1st note payable on 18th day of August, 1975 and the following payments on the 18th of  
each month until paid in full.

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

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

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

One acre in the south west corner of the Northwest Quarter of Section 26, Township 1 south  
Range 7 west more particularly described as follows: Beginning at a point in the center line  
of Malone road said point being midway between the north and south lines of said section 26,  
said point being further described as being southwest corner of the Northwest Quarter of said  
Section 26, said beginning point being monumented by an iron pin located 25 feet due east; then  
from said beginning point in an easterly direction running parallel with the centerline of  
Malone road, the same being the west line of Section 26, a distance of 200 feet to a stake  
thence, west and again parallel with the quarter section line a distance of 217.8 feet to a  
point in the centerline of Maline Road, or the west line of section 26, thence south again  
running with the center line of Malon Road a distance of 200 feet to the point of beginning  
being the same tract conveyed to Ehn William Trusty, et us by Pyramid Corp. under deed  
dated 10-14-64, recorded in Deed Book 59, Page 167.

CANCELLED BY AUTHORITY RECORDED IN BOOK

211 PAGE 120

~~1975~~ 4 DAY OF May 1977

H. L. Ferguson  
CHANCERY CLERK

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

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary herein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment of interest as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other covenant herein contained, then and in that event the entire principal sum secured hereby with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, or the owner or holder of said note or notes, be and become at once due and payable, and the trustee herein named, or his successor or successors, shall, at the request of the beneficiary, or at the request of any owner or holder of the note or notes secured hereby, sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid. Such sale shall be made by giving notice of the time, place and terms of sale as required by Section 538 of the Mississippi Code of 1942 and amendments if any thereto, and the trustee shall make deed to the purchaser or purchasers. Should the beneficiary, or the owner or holder of the note or notes secured hereby be a corporation, then in such event a declaration of default to the trustee, and a request for sale hereunder, may be made by any officer thereof. If the land covered hereby is situated in two or more counties, or in two judicial districts of the same county, the trustee may sell the whole in any of the counties, or in either of the judicial districts of a county in which any part of the land lies. Out of the proceeds of sale the trustee shall first pay the cost of advertising and making the sale; and secondly, he shall pay whatever items may have been incurred and remain unpaid in the protection of this security; then he shall pay such of the items of indebtedness secured hereby as may be outstanding in the order of their maturity, and any balance remaining in his hands shall be delivered to the grantor, or to his proper representatives, agents or assigns.

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

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

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

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

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

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

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

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

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

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

IN TESTIMONY WHEREOF, witness the signature of the grantor this the \_\_\_\_\_ day of \_\_\_\_\_ 1975

*Burleigh K Hunter*  
*Martha Hunter*

STATE OF Tenn.  
COUNTY OF Shelby

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

Burleigh Hunter and wife, Martha Hunter

who severally acknowledged that

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

Given under my hand and official seal, this the 15th day of July

My Commission Expires: 7/18/1977

*James D. Hunter*  
Notary Public



STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 40 minutes A. M. 11 day of Aug. 1975, and that the same has been recorded in Book 189 Page 235 records of REAL ESTATE TRUST DEEDS of said County.

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

Fees \$ 4.50 pd.

SEAL *H. P. Ferguson* CLERK

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4057 ORDER TO CLERK TO CANCEL DEED OF TRUST

Class C

STATE OF MISSISSIPPI, } ss.  
DeSoto County.

KNOW ALL MEN BY THESE PRESENTS: That Commercial Credit Plan  
of Memphis, Tennessee the beneficiary, does hereby certify that a certain trust deed  
bearing date the 1st day of November 1974, made and executed by Jimmy Dale Holloway and  
wife, Katherine Joyce Holloway to Commercial Credit Plan  
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 209  
of the Record of Trust Deeds, on the 4th day of November A. D. 1974, is now fully paid  
and satisfied; and I do hereby authorize the Clerk of the Chancery Court of said DeSoto  
County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of  
said County also as provided by law.

Commercial Credit Plan  
By: Bill Perry

TENNESSEE  
STATE OF ~~MISSISSIPPI~~  
~~DeSoto County~~  
Shelby

Personally came and appeared before me, the undersigned authority, a notary public  
in and for County and State aforesaid, Bill Perry who acknowledged that he signed and  
delivered the above and foregoing instrument on the day and date for the purpose therein mentioned, acting for and on  
behalf of Commercial Credit Plan after having been duly authorized so to do.  
Given, under my hand and seal of office, this August day of August A. D. 1975



Sandra Williams  
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY  
I certify that the within instrument was filed for record at 1 o'clock  
40 minutes P. M. 15 day of August 1975, and that the same has been  
recorded in Book 189 Page 238 records of REAL ESTATE TRUST DEEDS  
of said County.  
Witness my hand and seal this the 15 day of August 1975.  
Fees \$ 2.50 pd.  
SEAL H. P. Ferguson CLERK

Assignment of this instrument Recorded in  
Real Estate 212 Book  
No. 299 Page 705  
This the 5 day of July 19 83  
H. M. Ferguson Clerk

Assignment of this instrument Recorded in  
Real Estate 718 Book  
No. 189 Page 419  
This the 20 day of Aug. 19 25  
H. S. Ferguson Clerk

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DEED OF TRUST

Thomas E. Burchfield and Wife, Annie Mae Burchfield S&W CONSTRUCTION COMPANY OF TENN., INC., A Tennessee Corporation, duly authorized to do business in the State of Mississippi.

In consideration of \$10.00, in hand paid WE convey and warrant to JAMES W. AMOS, TRUSTEE, the following described property in DeSoto County, State of Mississippi, to-wit:

Lot 597, Section C, Bridgetown Subdivision, as shown by the plat recorded in Plat Book 13, Page 42 in the office of the Chancery Clerk of DeSoto County, Mississippi, in Section 23, Township 2, Range 7 West.

This is the first lien on the above described property.

IN TRUST FOR THE FOLLOWING PURPOSES:

I. (A) To secure the payment of the following note or notes in favor of S&W CONSTRUCTION COMPANY OF TENN., INC., A Tennessee Corporation dated even herewith, in the amount of Six Thousand Three Hundred Dollars and NO Cents Dollars (\$ 6,300.00 ), 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:

Monthly installments of \$ 83.27 each beginning the 1st day of October, 1975, with a like installment due and payable on or before the \_\_\_\_\_ day of each succeeding month thereafter until paid in full.

(B) Also any amount paid out or contracted to be paid, by 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 ten (10) per cent interest from date made, and due on demand.

(C) 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 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 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 holder of the indebtedness described in this deed of trust, as well as the proceeds of same may be applied by 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

CHANCERY BY AUTHORITY RECORDED IN BOOK  
348 PAGE 654  
THIS 3 DAY OF October 19 85  
H. M. Ferguson of  
CHANCERY CLERK by K.L.S.

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.

WITNESS our signatures, this the 10th day of August, 1975.

Thomas E. Burchfield  
Thomas E. Burchfield

Annie Mae Burchfield  
Annie Mae Burchfield

STATE OF MISSISSIPPI  
COUNTY OF DESOTO

Personally appeared before me, a notary public in and for said county and state, the above named Thomas E. Burchfield and Wife, Annie Mae Burchfield, 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 the 14th day of August, 1975.



Ray D. Lafter  
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. 15 day of Aug. 1975, and that the same has been recorded in Book 189 Page 239 records of REAL ESTATE TRUST DEEDS of said County.

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

Fees \$ 2.50 pd.

SEAL H. P. Ferguson, CLERK



Assignment of this Instrument Recorded in  
Real Estate T 12 Book  
No. 299 Page 705  
This the 5 day of July 19 82  
N. H. Ferguson Clerk

241  
Assignment of this Instrument Recorded in  
Real Estate T 12 Book  
No. 189 Page 417  
This the 20 day of Aug 19 25  
N. H. Ferguson Clerk

DEED OF TRUST

John T. Bailey and Wife, Emma Lou Bailey to S&W CONSTRUCTION COMPANY OF  
TENN., INC., A Tennessee Corporation, duly authorized to do business in the State  
of Mississippi.

In consideration of \$10.00, in hand paid we convey and warrant to JAMES  
W. AMOS, TRUSTEE, the following described property in DeSoto County, State of Mississippi,  
to-wit:

Lot 581, Section C, Bridgetown Subdivision,  
as shown by the plat recorded in Plat Book 13, Page  
42 in the office of the Chancery Clerk of DeSoto  
County, Mississippi, in Section 23, Township 2,  
Range 7 West.

This is the first lien on the above described property.

IN TRUST FOR THE FOLLOWING PURPOSES:

I. (A) To secure the payment of the following note or notes in favor of S&W  
CONSTRUCTION COMPANY OF TENN., INC., A Tennessee Corporation dated even herewith,

in the amount of Seven Thousand Six Hundred Dollars and No Cents Dollars  
(\$ 7,600.00), 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:

Monthly installments of \$ 100.45 each beginning the 1st day of  
October, 1975, with a like installment due and payable on  
or before the first day of each succeeding month thereafter until paid  
in full.

(B) Also any amount paid out or contracted to be paid, by 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 ten (10)  
per cent interest from date made, and due on demand.

(C) 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 obliga-  
tions, 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 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 holder of the indebtedness described  
in this deed of trust, as well as the proceeds of same may be applied by 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 en-  
dangered 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

CANCELLED BY AUTHORITY RECORDED IN BOOK  
350 PAGE 322  
THIS 18 DAY OF October 1982  
N. H. Ferguson  
CHANCERY CLERK, DS.

212  
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.

WITNESS our signatures, this the 8th day of August, 1975.

John T. Bailey  
John T. Bailey  
Emma Lou Bailey  
Emma Lou Bailey

STATE OF MISSISSIPPI  
COUNTY OF DESOTO

Personally appeared before me, a notary public in and for said county and state, the above named John T. Bailey and Wife, Emma Lou Bailey, 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 the 14th day of August, 1975.



Donna M. Loftin  
NOTARY PUBLIC

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 9 o'clock 30 minutes A. 15 day of Aug. 1975, and that the same has been recorded in Book 189 Page 241 records of REAL ESTATE TRUST DEEDS of said County.

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

Fees \$ 3.50 pd.

SEAL H. P. Ferguson, CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK

257 PAGE 216

THIS 27 DAY OF March 1980

H. G. Ferguson  
CHANCERY CLERK

243  
Reference of this instrument recorded in

Real Estate T. D. Book

No. 189 Page 418

This the 20 day of Aug. 1975

H. G. Ferguson Clerk

DEED OF TRUST

Gordon G. Bay and Wife, Mary Lee Bay to S&W CONSTRUCTION COMPANY OF TENN., INC., A Tennessee Corporation, duly authorized to do business in the State of Mississippi.

In consideration of \$10.00, in hand paid xxx convey and warrant to JAMES W. AMOS, TRUSTEE, the following described property in DeSoto County, State of Mississippi, to-wit:

Lot 568, Section C, Bridgetown Subdivision, as shown by the plat recorded in Plat Book 13, Page 42 in the office of the Chancery Clerk of DeSoto County, Mississippi, in Section 23, Township 2, Range 7 West.

This is the first lien on the above described property.

IN TRUST FOR THE FOLLOWING PURPOSES:

I. (A) To secure the payment of the following note or notes in favor of S&W CONSTRUCTION COMPANY OF TENN., INC., A Tennessee Corporation dated even herewith,

in the amount of Six Thousand Two Hundred Dollars and No Cents Dollars (\$ 6,200.00 ), 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:

Monthly installments of \$ 81.95 each beginning the 1st day of October, 1975, with a like installment due and payable on or before the First day of each succeeding month thereafter until paid in full.

(B) Also any amount paid out or contracted to be paid, by 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 ten (10) per cent interest from date made, and due on demand.

(C) 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 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 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 holder of the indebtedness described in this deed of trust, as well as the proceeds of same may be applied by 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

CANCELLED BY AUTHORITY RECORDED IN BOOK

257 PAGE 694

THIS 11 DAY OF April 1980

H. G. Ferguson  
CHANCERY CLERK

244

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.

WITNESS our signatures, this the 3rd day of August, 1975.

Gordon G. Bay  
Gordon G. Bay  
Mary Lee Bay  
Mary Lee Bay

STATE OF MISSISSIPPI  
COUNTY OF DESOTO

Personally appeared before me, a notary public in and for said county and state, the above named Gordon G. Bay and Wife, Mary Lee Bay, 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 the 14th day of August, 1975.

My commission expires:  
My Commission Expires Dec-31-1977

James D. Lofton  
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. 15 day of August 1975, and that the same has been recorded in Book 189 Page 243 records of REAL ESTATE TRUST DEEDS of said County.

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

Fees \$ 3.50 pd.

SEAL H. P. Terroun

Assignment of this Instrument Recorded in  
Real Estate TID Book  
No. 234 Page 443  
Date the 7 day of December 1975  
H. J. Ferguson Clerk

245  
Assignment of this Instrument Recorded in  
Real Estate TID Book  
No. 189 Page 420  
This the 20 day of Aug 1975  
H. J. Ferguson Clerk

DEED OF TRUST

Richard L. Busby and Wife, Deborah H. Busby to S&W CONSTRUCTION COMPANY OF TENN., INC., A Tennessee Corporation, duly authorized to do business in the State of Mississippi.

In consideration of \$10.00, in hand paid we convey and warrant to JAMES W. AMOS, TRUSTEE, the following described property in DeSoto County, State of Mississippi, to-wit:

Lot 659, Section C, Bridgetown Subdivision, as shown by the plat recorded in Plat Book 13, Page 42 in the office of the Chancery Clerk of DeSoto County, Mississippi, in Section 23, Township 2, Range 7 West.

This is the first lien on the above described property.

IN TRUST FOR THE FOLLOWING PURPOSES:

I. (A) To secure the payment of the following note or notes in favor of S&W CONSTRUCTION COMPANY OF TENN., INC., A Tennessee Corporation dated even herewith,

in the amount of Five Thousand Eight Hundred Dollars and No Cents Dollars (\$ 5,800.00), 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:

Monthly installments of \$ 76.66 each beginning the 1st day of October, 1975, with a like installment due and payable on or before the First day of each succeeding month thereafter until paid in full.

(B) Also any amount paid out or contracted to be paid, by 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 ten (10) per cent interest from date made, and due on demand.

(C) 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 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 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 holder of the indebtedness described in this deed of trust, as well as the proceeds of same may be applied by 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, or on the premises where the same may be situated at the discretion of the trustee, too cumbersome to move, then such sale may be made without the presence of such property. 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.

WITNESS our signatures, this the 2nd day of August, 1975.

x Richard L. Busby  
Richard L. Busby

x Deborah H. Busby  
Deborah H. Busby

STATE OF MISSISSIPPI  
COUNTY OF DESOTO

Personally appeared before me, a notary public in and for said county and state, the above named Richard L. Busby and Wife, Deborah H. Busby, 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 the 11th day of August, 1975.

Doug M. Loftin  
NOTARY PUBLIC

My commission expires:



STATE OF MISSISSIPPI, DESOTO COUNTY  
I certify that the within instrument was filed for record at 9 o'clock no minutes A. M. 15 day of August 1975, and that the same has been recorded in Book 189 Page 245 records of REAL ESTATE TRUST DEEDS of said County.

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

Fees \$ 3.50 pd.

SEAL H. P. Ferguson, CLERK

190 PAGE 520  
THIS 17 DAY OF Sept. 1975

H. J. Ferguson  
CHANCERY CLERK

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DEED OF TRUST

Charles L. Blackwell and Wife, Mary F. Blackwell to S&W CONSTRUCTION COMPANY OF TENN., INC., A Tennessee Corporation, duly authorized to do business in the State of Mississippi.

In consideration of \$10.00, in hand paid we convey and warrant to JAMES W. AMOS, TRUSTEE, the following described property in DeSoto County, State of Mississippi, to-wit:

Lot 455, Section C, Bridgetown Subdivision, as shown by the plat recorded in Plat Book 13, Page 42 in the office of the Chancery Clerk of DeSoto County, Mississippi, in Section 23, Township 2, Range 7 West.

This is the first lien on the above described property.

IN TRUST FOR THE FOLLOWING PURPOSES:

I. (A) To secure the payment of the following note or notes in favor of S&W CONSTRUCTION COMPANY OF TENN., INC., A Tennessee Corporation dated even herewith,

in the amount of Four Thousand Nine Hundred Dollars and No Cents Dollars (\$ 4,900.00 ), 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:

Monthly installments of \$ 64.76 each beginning the 1st day of October, 1975, with a like installment due and payable on or before the First day of each succeeding month thereafter until paid in full.

(B) Also any amount paid out or contracted to be paid, by 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 ten (10) per cent interest from date made, and due on demand.

(C) 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 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 holder of the indebtedness described in this deed of trust, as well as the proceeds of same may be applied by 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.

WITNESS our signatures, this the 5th day of August, 1975.

Charles L. Blackwell  
Charles L. Blackwell  
Mary F. Blackwell  
Mary F. Blackwell

STATE OF MISSISSIPPI  
COUNTY OF DESOTO

Personally appeared before me, a notary public in and for said county and state, the above named Charles L. Blackwell and Wife, Mary F. Blackwell, 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 the 14th day of August, 1975.

Henry D. Loftin  
NOTARY PUBLIC

My commission expires:  
My Commission Expires Jan. 13, 1977

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 9 o'clock no minutes A M, 15 day of August 1975, and that the same has been recorded in Book 189 Page 247 records of REAL ESTATE TRUST DEEDS of said County.

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

Fees \$ 3.50 pd.

SEAL H. P. Ferguson, CLERK



Assignment of this instrument Recorded in  
Real Estate T 12 Book  
 No. 189 Page 414  
 This the 20 day of Aug. 1975  
H. S. Ferguson Clerk

Assignment of this instrument Recorded in  
Real Estate T 10 Book  
 No. 208 Page 223  
 This the 25 day of Feb 1977  
H. S. Ferguson Clerk

DEED OF TRUST

William C. Cooley to S&W CONSTRUCTION COMPANY OF TENN., INC., A Tennessee Corporation, duly authorized to do business in the State of Mississippi.

In consideration of \$10.00, in hand paid I convey and warrant to JAMES W. AMOS, TRUSTEE, the following described property in DeSoto County, State of Mississippi, to-wit:

Lot 471, Section C, Bridgetown Subdivision, as shown by the plat recorded in Plat Book 13, Page 42 in the office of the Chancery Clerk of DeSoto County, Mississippi, in Section 23, Township 2, Range 7 West.

This is the first lien on the above described property.

IN TRUST FOR THE FOLLOWING PURPOSES:

I. (A) To secure the payment of the following note or notes in favor of S&W CONSTRUCTION COMPANY OF TENN., INC., A Tennessee Corporation dated even herewith, in the amount of Six Thousand Seven Hundred Dollars and No Cents Dollars (\$ 6,700.00), 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:

Monthly installments of \$ 88.55 each beginning the First day of October, 1975, with a like installment due and payable on or before the First day of each succeeding month thereafter until paid in full.

(B) Also any amount paid out or contracted to be paid, by 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 ten (10) per cent interest from date made, and due on demand.

(C) 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 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 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 holder of the indebtedness described in this deed of trust, as well as the proceeds of same may be applied by 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.

WITNESS our signatures, this the 5th day of August, 1975.

X William C. Cooley  
William C. Cooley

STATE OF MISSISSIPPI  
COUNTY OF DESOTO

Personally appeared before me, a notary public in and for said county and state, the above named William C. Cooley, 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 the 14th day of August, 1975.

Long M. Rafter  
NOTARY PUBLIC

My commission expires: Jan 1 1977

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 Aug. 1975, and that the same has been recorded in Book 189 Page 249 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 15 day of August, 1975.  
Fees \$ 3.50 pd.

SEAL H. P. Ferguson, CLERK

251 PAGE 91  
30 DAY OF Oct. 1985  
H. S. Ferguson  
CHANCERY CLERK by H.S.

Assignment of this Instrument Recorded in  
Real Estate 110 Book  
No. 189 Page 416  
This the 20 day of Aug. 19 25  
H. S. Ferguson Clerk

251

DEED OF TRUST

Paul Clarkson and Wife, Mary Clarkson to S&W CONSTRUCTION COMPANY OF TENN., INC., A Tennessee Corporation, duly authorized to do business in the State of Mississippi.

In consideration of \$10.00, in hand paid we convey and warrant to JAMES W. AMOS, TRUSTEE, the following described property in DeSoto County, State of Mississippi, to-wit:

Lot 536, Section C, Bridgetown Subdivision, as shown by the plat recorded in Plat Book 13, Page 42 in the office of the Chancery Clerk of DeSoto County, Mississippi, in Section 23, Township 2, Range 7 West.

This is the first lien on the above described property.

IN TRUST FOR THE FOLLOWING PURPOSES:

I. (A) To secure the payment of the following note or notes in favor of S&W CONSTRUCTION COMPANY OF TENN., INC., A Tennessee Corporation dated even herewith,

in the amount of Six Thousand Seven Hundred Dollars and No Cents Dollars (\$ 6,700.00), 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:

Monthly installments of \$ 88.55 each beginning the 1st day of October, 1975, with a like installment due and payable on or before the First day of each succeeding month thereafter until paid in full.

(B) Also any amount paid out or contracted to be paid, by 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 ten (10) per cent interest from date made, and due on demand.

(C) 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 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 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 holder of the indebtedness described in this deed of trust, as well as the proceeds of same may be applied by 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

Assignment of this Instrument Recorded in  
Real Estate 110 Book

No. 299 Page 705  
This the 5 day of July 19 83

H. S. Ferguson Clerk

252

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.

WITNESS our signatures, this the 10th day of August, 1975.

Paul Clarkson  
Paul Clarkson

Mary Clarkson  
Mary Clarkson

STATE OF MISSISSIPPI  
COUNTY OF DESOTO

Personally appeared before me, a notary public in and for said county and state, the above named Paul Clarkson and Wife, Mary Clarkson, 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 the 10th day of August, 1975.

Henry M. Rafter  
NOTARY PUBLIC

My commission expires:  
My Commission Expires Jan. 15, 1977

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 9 o'clock no minutes A. M. 15 day of Aug. 1975, and that the same has been recorded in Book 189 Page 251 records of REAL ESTATE TRUST DEEDS of said County.

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

Fees \$ 3.50 pd.

SEAL H. P. Ferguson CLERK

~~Assignment of this instrument Recorded in~~  
~~Book~~  
~~No.~~  
~~This the~~ 19 ~~day of~~  
~~Clerk~~

Assignment of this instrument Recorded in  
Real Estate T 1 D Book  
No. 189 Page 715  
This the 20 day of Aug 19 75  
H. S. Ferguson Clerk

253

DEED OF TRUST

Arnold J. Creekmore and Wife, Geraldine B. Creekmore to S&W CONSTRUCTION COMPANY OF TENN., INC., A Tennessee Corporation, duly authorized to do business in the State of Mississippi.

In consideration of \$10.00, in hand paid we convey and warrant to JAMES W. AMOS, TRUSTEE, the following described property in DeSoto County, State of Mississippi, to-wit:

Lot 564, Section C, Bridgetown Subdivision, as shown by the plat recorded in Plat Book 13, Page 42 in the office of the Chancery Clerk of DeSoto County, Mississippi, in Section 23, Township 2, Range 7 West.

This is the first lien on the above described property.

IN TRUST FOR THE FOLLOWING PURPOSES:

I. (A) To secure the payment of the following note or notes in favor of S&W CONSTRUCTION COMPANY OF TENN., INC., A Tennessee Corporation dated even herewith, in the amount of Six Thousand Three Hundred Dollars and No Cents Dollars (\$ 6,300.00 ), 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:

Monthly installments of \$ 83.27 each beginning the First day of September, 1975, with a like installment due and payable on or before the First day of each succeeding month thereafter until paid in full.

(B) Also any amount paid out or contracted to be paid, by 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 ten (10) per cent interest from date made, and due on demand.

(C) 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 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 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 holder of the indebtedness described in this deed of trust, as well as the proceeds of same may be applied by 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

Assignment of this instrument Recorded in  
Real Estate T 1 D Book  
No. 299 Page 205  
This the 5 day of July 1975  
H. S. Ferguson Clerk

ASSUMED BY AUTHORITY RECORDED IN BOOK  
338 PAGE 244  
THIS 14 DAY OF May 1975  
H. S. Ferguson  
CHANCERY CLERK - MS.

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.

WITNESS our signatures, this the 10th day of August, 1975.

Arnold J. Creekmore  
Arnold J. Creekmore

Geraldine B. Creekmore  
Geraldine B. Creekmore

STATE OF MISSISSIPPI  
COUNTY OF DESOTO

Personally appeared before me, a notary public in and for said county and state, the above named Arnold J. Creekmore and Wife, Geraldine B. Creekmore, 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 the 14th day of August, 1975.



Dwight M. Loftin  
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. 15 day of August 1975, and that the same has been recorded in Book 189 Page 253 records of REAL ESTATE TRUST DEEDS of said County.

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

Fees \$ 3.50 pd.

SEAL

H. P. Ferguson, CLERK

DEED OF TRUST

Richard H. Doughty to S&W CONSTRUCTION COMPANY OF TENN., INC., A Tennessee Corporation, duly authorized to do business in the State of Mississippi.

In consideration of \$10.00, in hand paid I convey and warrant to JAMES W. AMOS, TRUSTEE, the following described property in DeSoto County, State of Mississippi, to-wit:

Lot 453, Section C, Bridgetown Subdivision, as shown by the plat recorded in Plat Book 13, Page 42 in the office of the Chancery Clerk of DeSoto County, Mississippi, in Section 23, Township 2, Range 7 West.

This is the first lien on the above described property.

IN TRUST FOR THE FOLLOWING PURPOSES:

I. (A) To secure the payment of the following note or notes in favor of S&W CONSTRUCTION COMPANY OF TENN., INC., A Tennessee Corporation dated even herewith,

in the amount of Four Thousand Nine Hundred Dollars and No Cents Dollars (\$ 4,900.00), 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:

Monthly installments of \$ 64.76 each beginning the 1st day of October, 1975, with a like installment due and payable on or before the First day of each succeeding month thereafter until paid in full.

(B) Also any amount paid out or contracted to be paid, by 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 ten (10) per cent interest from date made, and due on demand.

(C) 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 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 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 holder of the indebtedness described in this deed of trust, as well as the proceeds of same may be applied by 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

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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.

WITNESS our signatures, this the 6th day of August, 1975.

Richard H. Doughty  
Richard H. Doughty

STATE OF MISSISSIPPI  
COUNTY OF DESOTO

Personally appeared before me, a notary public in and for said county and state, the above named Richard H. Doughty, 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 the 14th day of August, 1975.

Henry D. Loftin  
NOTARY PUBLIC

My commission expires:

My Commission Expires Jan. 18, 1977

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 Aug. 1975, and that the same has been recorded in Book 189 Page 253 records of REAL ESTATE TRUST DEEDS of said County.

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

Fees \$ 3.50 pd.

SEAL H. P. Ferguson, CLERK



of this Instrum. Real Estate T/D in  
No. 219 Page 705 Book  
This the 5 day of July 19 83  
H. H. Ferguson Clerk

of this Instrument Recorded in  
Real Estate T/D Book  
No. 189 Page 412  
This the 20 day of Aug 19 75  
H. H. Ferguson Clerk

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INDEXED BY AUTHORITY RECORDED IN BOOK  
351 PAGE 696  
THIS 13 DAY OF APR. 1985  
H. H. Ferguson Chancery Clerk

DEED OF TRUST

James M. Davis and Wife, Linda J. Davis to S&W CONSTRUCTION COMPANY OF TENN., INC., A Tennessee Corporation, duly authorized to do business in the State of Mississippi.

In consideration of \$10.00, in hand paid we convey and warrant to JAMES W. AMOS, TRUSTEE, the following described property in DeSoto County, State of Mississippi, to-wit:

Lot 513, Section C, Bridgetown Subdivision, as shown by the plat recorded in Plat Book 13, Page 42 in the office of the Chancery Clerk of DeSoto County, Mississippi, in Section 23, Township 2, Range 7 West.

This is the first lien on the above described property.

IN TRUST FOR THE FOLLOWING PURPOSES:

I. (A) To secure the payment of the following note or notes in favor of S&W CONSTRUCTION COMPANY OF TENN., INC., A Tennessee Corporation dated even herewith, in the amount of Four Thousand Nine Hundred Dollars and No Cents Dollars (\$ 4,900.00 ), 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:

Monthly installments of \$ 64.76 each beginning the 1st day of October, 1975, with a like installment due and payable on or before the First day of each succeeding month thereafter until paid in full.

(B) Also any amount paid out or contracted to be paid, by 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 ten (10) per cent interest from date made, and due on demand.

(C) 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 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 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 holder of the indebtedness described in this deed of trust, as well as the proceeds of same may be applied by 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.

WITNESS our signatures, this the 4th day of August, 1975.

x James M. Davis  
James M. Davis  
x Linda J. Davis  
Linda J. Davis

STATE OF MISSISSIPPI  
COUNTY OF DESOTO

Personally appeared before me, a notary public in and for said county and state, the above named James M. Davis and Wife, Linda J. Davis, 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 the 14th day of August, 1975.

My commission expires:  
My Commission Expires Jan. 31, 1977

Henry M. Left  
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 Aug. 1975, and that the same has been recorded in Book 189 Page 257 records of REAL ESTATE TRUST DEEDS of said County.

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

Fees \$ 3.50 pd.

SEAL H. P. Ferguson, CLERK

Assignment of this Instrument Recorded in  
Real Estate TID  
No. 208 Page 723  
This the 25 day of Feb 1977

Assignment of this Instrument Recorded in  
Real Estate TID Book  
No. 189 Page 411  
This the 20 day of Aug 1975  
H. S. Ferguson Clerk

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CANCELLED BY AUTHORITY, RECORDED IN BOOK  
526 PAGE 1

THIS 8 DAY OF Nov 1990  
W. E. Davis  
Chancery Clerk, Logan County, Mo.

DEED OF TRUST

Jacobi W. Flynn and Clara M. Flynn (Wife) to S&W CONSTRUCTION COMPANY OF TENN., INC., A Tennessee Corporation, duly authorized to do business in the State of Mississippi.

In consideration of \$10.00, in hand paid we convey and warrant to JAMES W. AMOS, TRUSTEE, the following described property in DeSoto County, State of Mississippi, to-wit:

Lot 566, Section C, Bridgetown Subdivision, as shown by the plat recorded in Plat Book 13, Page 42 in the office of the Chancery Clerk of DeSoto County, Mississippi, in Section 23, Township 2, Range 7 West.

This is the first lien on the above described property.

IN TRUST FOR THE FOLLOWING PURPOSES:

I. (A) To secure the payment of the following note or notes in favor of S&W CONSTRUCTION COMPANY OF TENN., INC., A Tennessee Corporation dated even herewith,

in the amount of Six Thousand Three Hundred Dollars and No Cents Dollars (\$ 6,300.00), 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:

Monthly installments of \$ 83.27 each beginning the 1st day of October, 1975, with a like installment due and payable on or before the First day of each succeeding month thereafter until paid in full.

(B) Also any amount paid out or contracted to be paid, by 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 ten (10) per cent interest from date made, and due on demand.

(C) 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 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 holder of the indebtedness described in this deed of trust, as well as the proceeds of same may be applied by 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.

WITNESS our signatures, this the 4th day of August, 1975.

Jacobi W. Flynn  
Jacobi W. Flynn  
Clara M. Flynn  
Clara M. Flynn

STATE OF MISSISSIPPI  
COUNTY OF DESOTO

Personally appeared before me, a notary public in and for said county and state, the above named Jacobi W. Flynn and Wife, Clara M. Flynn, 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 the 14th day of August, 1975.

My commission expires: \_\_\_\_\_  
August D. Loftis  
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 Aug. 1975, and that the same has been recorded in Book 189 Page 259 records of REAL ESTATE TRUST DEEDS of said County.

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

Fees \$ 3.50 pd.

SEAL H. P. Ferguson, CLERK

Assignment of this instrument recorded in  
Real Estate 118 Book  
No. 299 Page 705  
This the 5 day of July 1983  
H. M. Ferguson Clerk

261  
Assignment of this instrument recorded in  
Real Estate 118 Book  
No. 189 Page 410  
This the 20 day of Aug. 1975  
H. M. Ferguson Clerk

DEED OF TRUST

John R. Gores and Wife, Dorothy L. Gores to S&W CONSTRUCTION COMPANY OF TENN., INC., A Tennessee Corporation, duly authorized to do business in the State of Mississippi.

In consideration of \$10.00, in hand paid we convey and warrant to JAMES W. AMOS, TRUSTEE, the following described property in DeSoto County, State of Mississippi, to-wit:

Lot 504, Section C, Bridgetown Subdivision, as shown by the plat recorded in Plat Book 13, Page 42 in the office of the Chancery Clerk of DeSoto County, Mississippi, in Section 23, Township 2, Range 7 West.

This is the first lien on the above described property.

IN TRUST FOR THE FOLLOWING PURPOSES:

I. (A) To secure the payment of the following note or notes in favor of S&W CONSTRUCTION COMPANY OF TENN., INC., A Tennessee Corporation dated even herewith, in the amount of Six Thousand Three Hundred Dollars and No Cents Dollars (\$ 6,300.00 ), 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:

Monthly installments of \$ 83.27 each beginning the 1st day of October, 1975, with a like installment due and payable on or before the 1st day of each succeeding month thereafter until paid in full.

(B) Also any amount paid out or contracted to be paid, by 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 ten (10) per cent interest from date made, and due on demand.

(C) 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 to 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 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 holder of the indebtedness described in this deed of trust, as well as the proceeds of same may be applied by 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

Clerk

RECORDED BY AUTHORITY RECORDED IN BOOK

350 PAGE 320

THIS 18 DAY OF OCTOBER 1983

H. M. Ferguson

D.S. CHANCERY CLERK

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.

WITNESS our signatures, this the 21st day of July, 1975.

John R. Gores  
John R. Gores  
Dorothy L. Gores  
Dorothy L. Gores (Wife)

STATE OF MISSISSIPPI  
COUNTY OF DESOTO

Personally appeared before me, a notary public in and for said county and state, the above named John R. Gores and wife, Dorothy L. Gores, 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 the 14th day of August, 1975.



Dwight D. Loftin  
NOTARY PUBLIC, STATE OF MISSISSIPPI, DeSOTO COUNTY  
I certify that the within instrument was filed for record at 9 o'clock and 40 minutes A. M. 15 day of Aug. 1975 and that the same has been recorded in Book No. \_\_\_\_\_

STATE OF MISSISSIPPI, DESOTO COUNTY  
I certify that the within instrument was filed for record at 9 o'clock 40 minutes A. M. 15 day of Aug. 1975, and that the same has been recorded in Book 189 Page 261 records of REAL ESTATE TRUST DEEDS of said County.

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

Fees \$ 3.00 pd.

SEAL H. P. Ferguson, CLERK

263

Assignment of this Instrument Recorded in  
Real Estate T 10 Book  
 day of Aug 1975 No. 189 Page 409  
 This the 20 day of Aug 1975  
H. B. Ferguson Clerk

Attest

DEED OF TRUST

Curtis W. Gill and Wife Lois V. Gill to SAW CONSTRUCTION COMPANY OF TENN., INC., A Tennessee Corporation, duly authorized to do business in the State of Mississippi.

In consideration of \$10.00, in hand paid we convey and warrant to JAMES W. AMOS, TRUSTEE, the following described property in DeSoto County, State of Mississippi, to-wit:

Lot 492, Section C, Bridgetown Subdivision, as shown by the plat recorded in Plat Book 13, Page 42 in the office of the Chancery Clerk of DeSoto County, Mississippi, in Section 23, Township 2, Range 7 West.

This is the first lien on the above described property.

IN TRUST FOR THE FOLLOWING PURPOSES:

I. (A) To secure the payment of the following note or notes in favor of S&W CONSTRUCTION COMPANY OF TENN., INC., A Tennessee Corporation dated even herewith, in the amount of Six Thousand Seven Hundred Dollars and No Cents Dollars (\$ 6,700.00 ), 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:

Monthly installments of \$ 88.55 each beginning the 1st day of October, 1975, with a like installment due and payable on or before the 1st day of each succeeding month thereafter until paid in full.

(B) Also any amount paid out or contracted to be paid, by 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 ten (10) per cent interest from date made, and due on demand.

(C) 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 to 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 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 holder of the indebtedness described in this deed of trust, as well as the proceeds of same may be applied by 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

Attest  
H. B. Ferguson by D. B.  
 Chancery Clerk

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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.

WITNESS our signatures, this the 27th day of July, 1975.

Curtis W. Gill  
Curtis W. Gill

Lois V. Gill  
Lois V. Gill

STATE OF MISSISSIPPI  
COUNTY OF DESOTO

Personally appeared before me, a notary public in and for said county and state, the above named Curtis W. Gill and wife, Lois V. Gill, 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 the 14th day of August, 1975.



Henry D. Saffell  
NOTARY PUBLIC

I certify that the within instrument was filed for record at 9 o'clock and 40 minutes A. 15 day of Aug. 1975 and that the same has been recorded in Book No. \_\_\_\_\_ Page \_\_\_\_\_ records of \_\_\_\_\_ Trust Deeds of said County.

STATE OF MISSISSIPPI, DESOTO COUNTY  
I certify that the within instrument was filed for record at 9 o'clock 40 minutes A. 15 day of Aug. 1975, and that the same has been recorded in Book 189 Page 263 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 15 day of August 1975.  
Fees \$ 2.50 pd.

SEAL H. P. Ferguson, CLERK



RECORDED BY AUTHORITY RECORDED IN BOOK  
316 764  
31 DAY OF May 1984  
H. G. Ferguson  
CHANCERY CLERK

Assignment of this Instrument Recorded in  
Real Estate T 12 Book  
No. 189 Page 408  
This the 20 day of Aug 1975  
H. G. Ferguson Clerk

265

DEED OF TRUST

Norman B. Hastings, Jr. and Wife, Regina M. Hastings to S&W CONSTRUCTION COMPANY OF TENN., INC., A Tennessee Corporation, duly authorized to do business in the State of Mississippi.

In consideration of \$10.00, in hand paid we convey and warrant to JAMES W. AMOS, TRUSTEE, the following described property in DeSoto County, State of Mississippi, to-wit:

Lot 577, Section C, Bridgetown Subdivision, as shown by the plat recorded in Plat Book 13, Page 42 in the office of the Chancery Clerk of DeSoto County, Mississippi, in Section 23, Township 2, Range 7 West.

This is the first lien on the above described property.

IN TRUST FOR THE FOLLOWING PURPOSES:

I. (A) To secure the payment of the following note or notes in favor of S&W CONSTRUCTION COMPANY OF TENN., INC., A Tennessee Corporation dated even herewith, in the amount of Six Thousand Three Hundred Dollars and No Cents Dollars (\$ 6,300.00 ), 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:

Monthly installments of \$ 83 27 each beginning the 1st day of October, 1975, with a like installment due and payable on or before the 1st day of each succeeding month thereafter until paid in full.

(B) Also any amount paid out or contracted to be paid, by 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 ten (10) per cent interest from date made, and due on demand.

(C) 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 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 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 holder of the indebtedness described in this deed of trust, as well as the proceeds of same may be applied by 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

Assignment of this Instrument Recorded in  
Real Estate T 12 Book  
No. 299 Page 705  
This the 5 day of July 1983  
N. G. Ferguson

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.

WITNESS our signatures, this the 3rd day of August, 1975.

Norman B. Hastings, Jr.  
Norman B. Hastings, Jr.

Regina M. Hastings  
Regina M. Hastings

STATE OF MISSISSIPPI  
COUNTY OF DESOTO

Personally appeared before me, a notary public in and for said county and state, the above named Norman B. Hastings, Jr. and Wife, Regina M. Hastings, 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 the 14th day of August, 1975.

James M. Loftin  
NOTARY PUBLIC

My commission expires:  
My Commission Expires Jan-15, 1977

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 9 o'clock 45 minutes A. M. 15 day of August 1975, and that the same has been recorded in Book 189 Page 265 records of REAL ESTATE TRUST DEEDS of said County.

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

Fees \$ 3.50 pd.

SEAL H. P. Ferguson, CLERK

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

Assignment of this Instrument Recorded in  
Real Estate TID Book  
No. 189 Page 407  
This the 20 day of Aug 1975  
H. G. Ferguson Clerk

267  
INDEXED BY AUTHORITY RECORDED IN BOOK  
351 PAGE 697  
THIS 13 DAY OF Nov. 1983  
H. G. Ferguson by n.a.  
CHANCERY CLERK

DEED OF TRUST

Charles W. Houseal, Sr. and Emma S. Houseal to S&W CONSTRUCTION COMPANY OF TENN., INC., A Tennessee Corporation, duly authorized to do business in the State of Mississippi.

In consideration of \$10.00, in hand paid we convey and warrant to JAMES W. AMOS, TRUSTEE, the following described property in DeSoto County, State of Mississippi, to-wit:

Lot 664, Section C, Bridgetown Subdivision, as shown by the plat recorded in Plat Book 13, Page 42 in the office of the Chancery Clerk of DeSoto County, Mississippi, in Section 23, Township 2, Range 7 West.

This is the first lien on the above described property.

IN TRUST FOR THE FOLLOWING PURPOSES:

I. (A) To secure the payment of the following note or notes in favor of S&W CONSTRUCTION COMPANY OF TENN., INC., A Tennessee Corporation dated even herewith,

in the amount of Four Thousand Dollars and No Cents Dollars (\$ 4,000.00 ), 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:

Monthly installments of \$ 52.87 each beginning the 1st day of October, 1975, with a like installment due and payable on or before the First day of each succeeding month thereafter until paid in full.

(B) Also any amount paid out or contracted to be paid, by 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 ten (10) per cent interest from date made, and due on demand.

(C) 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 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 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 holder of the indebtedness described in this deed of trust, as well as the proceeds of same may be applied by 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

2168

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.

WITNESS our signatures, this the 10th day of August, 1975.

Charles W. Houseal, Sr.  
Charles W. Houseal, Sr.  
Emma S. Houseal  
Emma S. Houseal

STATE OF MISSISSIPPI  
COUNTY OF DESOTO

Personally appeared before me, a notary public in and for said county and state, the above named Charles W. Houseal and wife, Emma S. Houseal, 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 the 14th day of August, 1975.

Henry D. Loftis  
NOTARY PUBLIC

My commission expires:  
1977

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 9 o'clock 50 minutes A.M. 15 day of August 1975, and that the same has been recorded in Book 189 Page 267 records of REAL ESTATE TRUST DEEDS of said County.

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

Fees \$ 3.50 pd.

SEAL H. P. Ferguson, CLERK

DEED OF TRUST

James B. Jeffreys and Carolyn F. Jeffreys, (Wife) S&W CONSTRUCTION COMPANY OF TENN., INC., A Tennessee Corporation, duly authorized to do business in the State of Mississippi.

In consideration of \$10.00, in hand paid we convey and warrant to JAMES W. AMOS, TRUSTEE, the following described property in DeSoto County, State of Mississippi, to-wit:

Lot 435, Section C, Bridgetown Subdivision, as shown by the plat recorded in Plat Book 13, Page 42 in the office of the Chancery Clerk of DeSoto County, Mississippi, in Section 23, Township 2, Range 7 West.

This is the first lien on the above described property.

IN TRUST FOR THE FOLLOWING PURPOSES:

I. (A) To secure the payment of the following note or notes in favor of S&W CONSTRUCTION COMPANY OF TENN., INC., A Tennessee Corporation dated even herewith,

in the amount of Five Thousand Eight Hundred Dollars And No Cents Dollars (\$ 5,800.00), 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:

Monthly installments of \$ 76.66 each beginning the 1st day of October, 1975, with a like installment due and payable on or before the 1st day of each succeeding month thereafter until paid in full.

(B) Also any amount paid out or contracted to be paid, by 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 ten (10) per cent interest from date made, and due on demand.

(C) 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 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 holder of the indebtedness described in this deed of trust, as well as the proceeds of same may be applied by 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

RECORDED BY AUTHORITY RECORDED IN BOOK 351 PAGE 92 DAY OF Oct. 19 83

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.

WITNESS our signatures, this the 6th day of August, 1975.

James R. Jeffreys  
James R. Jeffreys  
Carolyn F. Jeffreys  
Carolyn F. Jeffreys

STATE OF MISSISSIPPI  
COUNTY OF DESOTO

Personally appeared before me, a notary public in and for said county and state, the above named James R. Jeffreys and Carolyn F. Jeffreys, (Wife), 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 the 14th day of August, 1975.

Ray M. Loftin  
NOTARY PUBLIC

My commission expires:  
My Commission Expires Dec 15, 1977

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 August 1975, and that the same has been recorded in Book 189 Page 269 records of REAL ESTATE TRUST DEEDS of said County.

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

Fees \$ 3.00 pd.

SEAL H. P. Ferguson CLERK

Assignment of this Instrument Recorded in  
Real Estate TID Book  
289 Page 705  
the 5 day of July 19 83  
H. H. Ferguson Clerk

Assignment of this Instrument Recorded in 271  
Real Estate TID Book  
189 Page 406  
the 20 day of Aug. 19 85  
H. H. Ferguson Clerk

DEED OF TRUST

William O. Jones and Wife, June Q. Jones to S&W CONSTRUCTION COMPANY OF TENN., INC., A Tennessee Corporation, duly authorized to do business in the State of Mississippi.

In consideration of \$10.00, in hand paid we convey and warrant to JAMES W. AMOS, TRUSTEE, the following described property in DeSoto County, State of Mississippi, to-wit:

Lot 569, Section C, Bridgetown Subdivision, as shown by the plat recorded in Plat Book 13, Page 42 in the office of the Chancery Clerk of DeSoto County, Mississippi, in Section 23, Township 2, Range 7 West.

This is the first lien on the above described property.

IN TRUST FOR THE FOLLOWING PURPOSES:

I. (A) To secure the payment of the following note or notes in favor of S&W CONSTRUCTION COMPANY OF TENN., INC., A Tennessee Corporation dated even herewith,

in the amount of Five Thousand Eight Hundred Dollars and No Cents Dollars (\$5,800.00), 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:

Monthly installments of \$ 76.66 each beginning the 1st day of October, 197 5, with a like installment due and payable on or before the First day of each succeeding month thereafter until paid in full.

(B) Also any amount paid out or contracted to be paid, by 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 ten (10) per cent interest from date made, and due on demand.

(C) 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 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 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 holder of the indebtedness described in this deed of trust, as well as the proceeds of same may be applied by 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

CANCELLED BY AUTHORITY RECORDED IN BOOK  
351 PAGE  
DAY OF Oct. 19 85  
H. H. Ferguson Clerk

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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.

WITNESS our signatures, this the 10th day of August, 1975.

William O Jones  
William O. Jones  
Jane Q. Jones  
Jane Q. Jones

STATE OF MISSISSIPPI  
COUNTY OF DESOTO

Personally appeared before me, a notary public in and for said county and state, the above named William O. Jones and Wife, Jane Q. Jones, 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 the 10th day of August, 1975.

Henry M. Loftin  
NOTARY PUBLIC

My commission expires:



STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 9 o'clock no minutes A. M. 15 day of Aug. 1975, and that the same has been recorded in Book 189 Page 211 records of REAL ESTATE TRUST DEEDS of said County.

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

Fees \$ 3.50 pd.

SEAL H. P. Ferguson, CLERK



Assignment of this Instrument Recorded in  
Real Estate 2/10 Book  
No. 321 Page 66  
This the 8 August 1984  
H. H. Ferguson Clerk

Assignment of this Instrument Recorded in  
Real Estate 7 10 Book 273  
No. 189 Page 404  
This the 20 day of Aug 1985  
H. H. Ferguson Clerk

CANCELLED BY AUTHORITY RECORDED IN BOOK  
231 PAGE 265

DEED OF TRUST

William F. Kolb and Wife, Laura E. Kolb to S&W CONSTRUCTION COMPANY OF  
TENN., INC., A Tennessee Corporation, duly authorized to do business in the State  
of Mississippi. CHANCERY CLERK

In consideration of \$10.00, in hand paid we convey and warrant to JAMES  
W. AMOS, TRUSTEE, the following described property in DeSoto County, State of Mississippi,  
to-wit:

Lot 667, Section C, Bridgetown Subdivision,  
as shown by the plat recorded in Plat Book 13, Page  
42 in the office of the Chancery Clerk of DeSoto  
County, Mississippi, in Section 23, Township 2,  
Range 7 West.

This is the first lien on the above described property.

IN TRUST FOR THE FOLLOWING PURPOSES:

I. (A) To secure the payment of the following note or notes in favor of S&W  
CONSTRUCTION COMPANY OF TENN., INC., A Tennessee Corporation dated even herewith,

in the amount of Five Thousand Four Hundred Dollars and No Cents Dollars  
(\$ 5,400 00), 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:

Monthly installments of \$ 71 37 each beginning the 1st day of  
October, 1975, with a like installment due and payable on  
or before the First day of each succeeding month thereafter until paid  
in full.

(B) Also any amount paid out or contracted to be paid, by 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 ten (10)  
per cent interest from date made, and due on demand.

(C) 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 obliga-  
tions, 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 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 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 holder of the indebtedness described  
in this deed of trust, as well as the proceeds of same may be applied by 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 en-  
dangered 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

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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.

WITNESS our signatures, this the 3rd day of August, 1975.

William F. Kolb  
William F. Kolb

Laura E. Kolb  
Laura E. Kolb

STATE OF MISSISSIPPI  
COUNTY OF DESOTO

Personally appeared before me, a notary public in and for said county and state, the above named William F. Kolb and Wife, Laura E. Kolb, 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 the 14th day of August, 1975.

Gregory M. Loftin  
NOTARY PUBLIC

My commission expires:  
By Expiration Date 12/31/77

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 9 o'clock 30 minutes A. M. 15 day of Aug. 1975, and that the same has been recorded in Book 189 Page 273 records of REAL ESTATE TRUST DEEDS of said County.

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

Fees \$ 3.50 pd.

SEAL H. P. Ferguson CLERK

Assignment of this Instrument Recorded in  
Real Estate 712 Book  
No. 193 Page 411  
This the 25 day of Nov. 1975  
H. S. Ferguson Clerk

Assignment of this Instrument Recorded in  
Real Estate 712 Book  
No. 189 Page 402  
This the 20 day of Aug. 1975  
H. S. Ferguson Clerk

DEED OF TRUST

Ronald M. Moody and Dayna L. Moody (Wife) to S&W CONSTRUCTION COMPANY OF TENN., INC., A Tennessee Corporation, duly authorized to do business in the State of Mississippi.

In consideration of \$10.00, in hand paid we convey and warrant to JAMES W. AMOS, TRUSTEE, the following described property in DeSoto County, State of Mississippi, to-wit:

Lot 491, Section C, Bridgetown Subdivision, as shown by the plat recorded in Plat Book 13, Page 42 in the office of the Chancery Clerk of DeSoto County, Mississippi, in Section 23, Township 2, Range 7 West.

This is the first lien on the above described property.

IN TRUST FOR THE FOLLOWING PURPOSES:

I. (A) To secure the payment of the following note or notes in favor of S&W CONSTRUCTION COMPANY OF TENN., INC., A Tennessee Corporation dated even herewith, in the amount of Six Thousand Three Hundred Dollars And No Cents Dollars (\$ 6,300 00), 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:

Monthly installments of \$ 23 27 each beginning the 1st day of October, 1975, with a like installment due and payable on or before the 1st day of each succeeding month thereafter until paid in full.

(B) Also any amount paid out or contracted to be paid, by 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 ten (10) per cent interest from date made, and due on demand.

(C) 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 to 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 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 holder of the indebtedness described in this deed of trust, as well as the proceeds of same may be applied by 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

Sanctioned by Authority Recorded in BOOK  
195 PAGE 262  
THIS 16 DAY OF Jan. 1976  
H. S. Ferguson  
CHANCERY CLERK

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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.

WITNESS our signatures, this the 28th day of July, 1975.

Ronald M. Moody  
Ronald M. Moody  
Dayna L. Moody  
Dayna L. Moody

STATE OF MISSISSIPPI  
COUNTY OF DESOTO

Personally appeared before me, a notary public in and for said county and state, the above named Ronald M. Moody and wife, Dayna L. Moody, 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 the 14th day of August, 1975.



Samuel D. Lofton  
NOTARY PUBLIC

STATE OF MISSISSIPPI, DESOTO COUNTY  
I certify that the within instrument was filed for record at 9 o'clock and 4 minutes 4 M. 15 day of Aug. 1975 and that the

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 9 o'clock 4 minutes A. M. 15 day of Aug. 1975, and that the same has been recorded in Book 189 Page 275 records of REAL ESTATE TRUST DEEDS of said County.

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

Fees \$ 3.50 pd.

SEAL

H. P. Ferguson, CLERK

Assignment of this instrument recorded in  
Real Estate TID Book  
No. 299 Page 705  
This the 5 day of July 19 83  
H. B. Ferguson

Assignment of this instrument recorded in  
Real Estate TID Book  
No. 189 Page 403  
This the 20 day of Aug 19 75  
H. S. Ferguson Clerk

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DEED OF TRUST

Myrl Mabis and/or Mildred R. Mabis (Wife) to S&W CONSTRUCTION COMPANY OF TENN., INC., A Tennessee Corporation, duly authorized to do business in the State of Mississippi.

In consideration of \$10.00, in hand paid me convey and warrant to JAMES W. AMOS, TRUSTEE, the following described property in DeSoto County, State of Mississippi, to-wit:

Lot 560, Section C, Bridgetown Subdivision, as shown by the plat recorded in Plat Book 13, Page 42 in the office of the Chancery Clerk of DeSoto County, Mississippi, in Section 23, Township 2, Range 7 West.

This is the first lien on the above described property.

IN TRUST FOR THE FOLLOWING PURPOSES:

I. (A) To secure the payment of the following note or notes in favor of S&W CONSTRUCTION COMPANY OF TENN., INC., A Tennessee Corporation dated even herewith,

in the amount of Five Thousand Three Hundred Dollars and No Cents Dollars (\$ 5,300.00 ), 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:

Monthly installments of \$ 70.05 each beginning the 1st day of October, 1975, with a like installment due and payable on or before the First day of each succeeding month thereafter until paid in full.

(B) Also any amount paid out or contracted to be paid, by 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 ten (10) per cent interest from date made, and due on demand.

(C) 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 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 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 holder of the indebtedness described in this deed of trust, as well as the proceeds of same may be applied by 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

APPROVED BY AUTHORITY RECORDED IN BOOK  
351 PAGE 94  
THIS 30 DAY OF OCT. 19 85  
H. B. Ferguson  
CHANCERY CLERK

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.

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

x Myri Mabis  
Myri Mabis  
x Mildred R. Mabis  
Mildred R. Mabis

STATE OF MISSISSIPPI  
COUNTY OF DESOTO

Personally appeared before me, a notary public in and for said county and state, the above named Myri Mabis and/or Mildred R. Mabis (Wife), 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 the 14th day of August, 1975.

Lang M. Patten  
NOTARY PUBLIC

My commission expires:  
My Commission Expires Jan 18, 1977

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 9 o'clock and minutes A. M. 15 day of Aug. 1975, and that the same has been recorded in Book 189 Page 277 records of REAL ESTATE TRUST DEEDS of said County.

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

Fees \$2.50 pd.

SEAL H. P. Ferguson, CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK

205 PAGE 652  
THIS 7 DAY OF Nov. 1980

H. D. Ferguson  
CHANCERY CLERK

Assignment of this instrument recorded in  
Real Estate 7 12 Book

No. 189 Page 401  
This the 20 day of Aug. 19 75

H. D. Ferguson Clerk

279

DEED OF TRUST

Donald I. Newman and Wife, Bertha Mae Newman to S&W CONSTRUCTION COMPANY OF TENN., INC., A Tennessee Corporation, duly authorized to do business in the State of Mississippi.

In consideration of \$10.00, in hand paid we convey and warrant to JAMES W. AMOS, TRUSTEE, the following described property in DeSoto County, State of Mississippi, to-wit:

Lot 413, Section C, Bridgetown Subdivision, as shown by the plat recorded in Plat Book 13, Page 42 in the office of the Chancery Clerk of DeSoto County, Mississippi, in Section 23, Township 2, Range 7 West.

This is the first lien on the above described property.

IN TRUST FOR THE FOLLOWING PURPOSES:

I. (A) To secure the payment of the following note or notes in favor of S&W CONSTRUCTION COMPANY OF TENN., INC., A Tennessee Corporation dated even herewith,

in the amount of Eight Thousand One Hundred Dollars and No Cents Dollars (\$ 8,100.00), 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:

Monthly installments of \$ 107.06 each beginning the 1st day of October, 1975, with a like installment due and payable on or before the First day of each succeeding month thereafter until paid in full.

(B) Also any amount paid out or contracted to be paid, by 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 ten (10) per cent interest from date made, and due on demand.

(C) 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 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 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 holder of the indebtedness described in this deed of trust, as well as the proceeds of same may be applied by 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.

WITNESS our signatures, this the 10th day of August, 1975.

Donald I. Newman  
Donald I. Newman

Bertha Mae Newman  
Bertha Mae Newman

STATE OF MISSISSIPPI  
COUNTY OF DESOTO

Personally appeared before me, a notary public in and for said county and state, the above named Donald I. Newman and Wife, Bertha Mae Newman, 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 the 10th day of August, 1975.

Henry N. Lofton  
NOTARY PUBLIC

My commission expires:  
My Comm. Exp. Date: 10, 1977

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 9 o'clock no minutes A. M. 15 day of Aug, 1975, and that the same has been recorded in Book 189 Page 279 records of REAL ESTATE TRUST DEEDS of said County.

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

Fees \$ 3.50 pd.

SEAL H. P. Ferguson, CLERK



DEED OF TRUST

Moody B. Riales to S&W CONSTRUCTION COMPANY OF  
TENN., INC., A Tennessee Corporation, duly authorized to do business in the State  
of Mississippi.

In consideration of \$10.00, in hand paid I convey and warrant to JAMES  
W. AMOS, TRUSTEE, the following described property in DeSoto County, State of Mississippi,  
to-wit:

Lot 427, Section C, Bridgetown Subdivision,  
as shown by the plat recorded in Plat Book 13, Page  
42 in the office of the Chancery Clerk of DeSoto  
County, Mississippi, in Section 23, Township 2,  
Range 7 West.

This is the first lien on the above described property.

IN TRUST FOR THE FOLLOWING PURPOSES:

I. (A) To secure the payment of the following note or notes in favor of S&W  
CONSTRUCTION COMPANY OF TENN., INC., A Tennessee Corporation dated even herewith,

in the amount of Six Thousand Three Hundred Dollars and No Cents Dollars  
(\$ 6,300.00), 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:

Monthly installments of \$ 83.27 each beginning the 1st day of  
October, 1975, with a like installment due and payable on  
or before the First day of each succeeding month thereafter until paid  
in full.

(B) Also any amount paid out or contracted to be paid, by 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 ten (10)  
per cent interest from date made, and due on demand.

(C) 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 obliga-  
tions, 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 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 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 holder of the indebtedness described  
in this deed of trust, as well as the proceeds of same may be applied by 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 en-  
dangered 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.

WITNESS our signatures, this the 10th day of August, 1975.

Moody B. Riales  
Moody B. Riales

STATE OF MISSISSIPPI  
COUNTY OF DESOTO

Personally appeared before me, a notary public in and for said county and state, the above named Moody B. Riales, 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 the 10th day of August, 1975.

Henry D. Loftin  
NOTARY PUBLIC

My commission expires:  
My Commission Expires Jan. 12, 1977

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 9 o'clock no minutes A. M. 15 day of August 1975, and that the same has been recorded in Book 189 Page 281 records of REAL ESTATE TRUST DEEDS of said County.

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

Fees \$ 3.50 pd.

SEAL H. P. Ferguson, CLERK

Assignment of this Instrument Recorded in  
Real Estate Book 10  
No. 189 Page 399  
This the 20 day of Aug. 19 25  
H. S. Ferguson Clerk

Assignment of this Instrument Recorded in  
Real Estate Book 205  
No. 299 Page 1983  
This the 5 day of July 19 25  
H. S. Ferguson Clerk

DEED OF TRUST

Pete Spicer and Wife, Mildred Spicer to S&W CONSTRUCTION COMPANY OF TENN., INC., A Tennessee Corporation, duly authorized to do business in the State of Mississippi.

In consideration of \$10.00, in hand paid we convey and warrant to JAMES W. AMOS, TRUSTEE, the following described property in DeSoto County, State of Mississippi, to-wit:

Lot 516, Section C, Bridgetown Subdivision, as shown by the plat recorded in Plat Book 13, Page 42 in the office of the Chancery Clerk of DeSoto County, Mississippi, in Section 23, Township 2, Range 7 West.

This is the first lien on the above described property.

IN TRUST FOR THE FOLLOWING PURPOSES:

I. (A) To secure the payment of the following note or notes in favor of S&W CONSTRUCTION COMPANY OF TENN., INC., A Tennessee Corporation dated even herewith,

in the amount of Six Thousand Seven Hundred Dollars and No Cents Dollars (\$ 6,700.00), 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:

Monthly installments of \$ 88.55 each beginning the First day of October, 1925, with a like installment due and payable on or before the First day of each succeeding month thereafter until paid in full.

(B) Also any amount paid out or contracted to be paid, by 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 ten (10) per cent interest from date made, and due on demand.

(C) 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 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 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 holder of the indebtedness described in this deed of trust, as well as the proceeds of same may be applied by 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

RECORDED BY AUTHORITY RECORDED IN BOOK  
250 PAGE 321  
THIS 11 DAY OF October 1925  
H. S. Ferguson  
CHANCERY CLERK  
PS1

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.

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

Pete Spicer  
Pete Spicer

Mildred Spicer  
Mildred Spicer

STATE OF MISSISSIPPI  
COUNTY OF DESOTO

Personally appeared before me, a notary public in and for said county and state, the above named Pete Spicer and Wife, Mildred Spicer, 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 the 14th day of August, 1975.

Lucy M. Safford  
NOTARY PUBLIC

My commission expires:  
My Commission Expires Int. 18, 1977

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 August 1975, and that the same has been recorded in Book 189 Page 283 records of REAL ESTATE TRUST DEEDS of said County.

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

Fees \$ 3.50 pd.

SEAL H. P. Ferguson, CLERK

Assignment of this Instrument Recorded in 285  
Real Estate Book  
No. 189 Page 398  
This the 20 day of Aug. 19 25  
H. S. Ferguson Clerk

DEED OF TRUST

W. Dell Stafford and Wife, Linda A. to S&W CONSTRUCTION COMPANY OF TENN., INC., A Tennessee Corporation, duly authorized to do business in the State of Mississippi.

In consideration of \$10.00, in hand paid we convey and warrant to JAMES W. AMOS, TRUSTEE, the following described property in DeSoto County, State of Mississippi, to-wit:

Lot 586, Section C, Bridgetown Subdivision, as shown by the plat recorded in Plat Book 13, Page 42 in the office of the Chancery Clerk of DeSoto County, Mississippi, in Section 23, Township 2, Range 7 West.

This is the first lien on the above described property.

IN TRUST FOR THE FOLLOWING PURPOSES:

I. (A) To secure the payment of the following note or notes in favor of S&W CONSTRUCTION COMPANY OF TENN., INC., A Tennessee Corporation dated even herewith, in the amount of Six Thousand Five Hundred Dollars and No Cents Dollars (\$ 6500 00 ), 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:

Monthly installments of \$ 85.90 each beginning the 1st day of October, 1975, with a like installment due and payable on or before the 1st day of each succeeding month thereafter until paid in full.

(B) Also any amount paid out or contracted to be paid, by 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 ten (10) per cent interest from date made, and due on demand.

(C) 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 to 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 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 holder of the indebtedness described in this deed of trust, as well as the proceeds of same may be applied by 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

Assignment of this Instrument Recorded in  
Real Estate Book  
No. 389 Page 418  
This the 5 day of Jan. 19 25  
H. S. Ferguson Clerk

CANCELLED BY AUTHORITY RECORDED IN BOOK  
339 PAGE 562  
THIS 31 DAY OF May 19 25  
H. S. Ferguson  
CHANCERY CLERK

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.

WITNESS our signatures, this the 21st day of July, 1975.

W. Dell Stafford  
W. Dell Stafford  
Linda A. Stafford  
Linda A. Stafford (Wife)

STATE OF MISSISSIPPI  
COUNTY OF DESOTO

Personally appeared before me, a notary public in and for said county and state, the above named W. Dell Stafford and wife, Linda A. Stafford, 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 the 14th day of August, 1975.



Dwight M. Latta  
NOTARY PUBLIC OF MISSISSIPPI, DeSOTO COUNTY  
I certify that the within instrument was filed for record at 9 o'clock and 40 minutes A. M. 15 day of Aug. 1975 and that the same has been recorded in Book No. \_\_\_\_\_

STATE OF MISSISSIPPI, DESOTO COUNTY  
I certify that the within instrument was filed for record at 9 o'clock 40 minutes A. M. 15 day of Aug. 1975, and that the same has been recorded in Book 189 Page 285 records of REAL ESTATE TRUST DEEDS of said County.  
Witness my hand and seal this the 15 day of Aug. 1975.  
Fees \$ 3.50 pd.  
SEAL H. P. Ferguson, CLERK

20  
a

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

287  
Assignment of this Instrument Recorded in  
Real Estate T/D Book  
No. 189 Page 397  
This the 20 day of Aug. 19 85  
H. G. Ferguson Clerk

DEED OF TRUST

James A. Teat to S&W CONSTRUCTION COMPANY OF  
TENN., INC., A Tennessee Corporation, duly authorized to do business in the State  
of Mississippi.

In consideration of \$10.00, in hand paid we convey and warrant to JAMES  
W. AMOS, TRUSTEE, the following described property in DeSoto County, State of Mississippi,  
to-wit:

Lot 614, Section C, Bridgetown Subdivision,  
as shown by the plat recorded in Plat Book 13, Page  
42 in the office of the Chancery Clerk of DeSoto  
County, Mississippi, in Section 23, Township 2,  
Range 7 West.

This is the first lien on the above described property.

IN TRUST FOR THE FOLLOWING PURPOSES:

I. (A) To secure the payment of the following note or notes in favor of S&W  
CONSTRUCTION COMPANY OF TENN., INC., A Tennessee Corporation dated even herewith,

in the amount of Five Thousand Eight Hundred Dollars and No Cents Dollars  
(\$ 5,800.00), 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:

Monthly installments of \$ 76.66 each beginning the 1st day of  
October, 1975, with a like installment due and payable on  
or before the First day of each succeeding month thereafter until paid  
in full.

(B) Also any amount paid out or contracted to be paid, by 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 ten (10)  
per cent interest from date made, and due on demand.

(C) 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 obliga-  
tions, 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 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 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 holder of the indebtedness described  
in this deed of trust, as well as the proceeds of same may be applied by 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 en-  
dangered 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

CANCELLED BY AUTHORITY DERIVED IN DEED

230 PAGE 519

THIS 14 DAY OF Jan. 1985

H. G. Ferguson

CHANCERY CLERK by H. Baker

287

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.

WITNESS our signatures, this the 10th day of August, 1975.

James A. Teat  
James A. Teat

STATE OF MISSISSIPPI  
COUNTY OF DESOTO

Personally appeared before me, a notary public in and for said county and state, the above named James A. Teat, 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 the 14th day of August, 1975.

Ray D. Reftin  
NOTARY PUBLIC

My commission expires:  
August 27, 1977

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 9 o'clock 10 minutes A M. 15 day of Aug. 1975, and that the same has been recorded in Book 189 Page 287 records of REAL ESTATE TRUST DEEDS of said County.

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

Fees \$ 2.50 pd.

SEAL H. P. Ferguson CLERK



Assignment of this Instrument Recorded in  
Real Estate TID Book  
 No. 299 Page 105  
 This the 5 day of July 19 87  
H. J. Ferguson Clerk

Assignment of this Instrument Recorded in  
Real Estate TID Book  
 No. 189 Page 396  
 This the 20 day of Aug 19 85  
H. J. Ferguson Clerk

FILED BY AUTHORITY RECORDED IN BOOK  
349 PAGE 79  
 THIS 9 DAY OF Oct. 19 85  
H. J. Ferguson  
 CHANCERY CLERK W. B.

DEED OF TRUST

George L. Turner, Jr. and Judith G. Turner to S&W CONSTRUCTION COMPANY OF TENN., INC., A Tennessee Corporation, duly authorized to do business in the State of Mississippi.

In consideration of \$10.00, in hand paid us convey and warrant to JAMES W. AMOS, TRUSTEE, the following described property in DeSoto County, State of Mississippi, to-wit:

Lot 657, Section C, Bridgetown Subdivision, as shown by the plat recorded in Plat Book 13, Page 42 in the office of the Chancery Clerk of DeSoto County, Mississippi, in Section 23, Township 2, Range 7 West.

This is the first lien on the above described property.

IN TRUST FOR THE FOLLOWING PURPOSES:

I. (A) To secure the payment of the following note or notes in favor of S&W CONSTRUCTION COMPANY OF TENN., INC., A Tennessee Corporation dated even herewith, in the amount of Thirteen Thousand Three Hundred Dollars and No Cent & Dollars (\$ 13,300.00 ), 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:

Monthly installments of \$175.77 each beginning the 1st day of October, 1975, with a like installment due and payable on or before the First day of each succeeding month thereafter until paid in full.

(B) Also any amount paid out or contracted to be paid, by 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 ten (10) per cent interest from date made, and due on demand.

(C) 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 to 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 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 holder of the indebtedness described in this deed of trust, as well as the proceeds of same may be applied by 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.

WITNESS our signatures, this the 20th day of July, 1975.

George L. Turner, Jr.  
George L. Turner, Jr.

Judith G. Turner  
Judith G. Turner

STATE OF MISSISSIPPI  
COUNTY OF DESOTO

Personally appeared before me, a notary public in and for said county and state, the above named George L. Turner, Jr. and Wife, Judith G. Turner, 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 the 14th day of August, 1975.

My commission expires:



Ray M. Jaffee  
NOTARY PUBLIC

STATE OF MISSISSIPPI, DeSOTO COUNTY

I certify that the within instrument was filed for record at 9 o'clock and 40 minutes A. M. 15 day of Aug 1975 and that the same has been recorded in Book No.

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 9 o'clock 40 minutes A. M. 15 day of Aug 1975, and that the same has been recorded in Book 189 Page 289 records of REAL ESTATE TRUST DEEDS of said County.

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

Fees \$ 3.50 pd.

SEAL H. P. Ferguson CLERK

~~Assignment of this Instrument Recorded in  
Book No. 189 Page 395  
This the 20 day of Aug. 1975  
H. S. Ferguson Clerk~~

291  
Assignment of this Instrument Recorded in  
Book No. 189 Page 395  
This the 20 day of Aug. 1975  
H. S. Ferguson Clerk

Assignment of this Instrument Recorded in  
Book No. 229 Page 705  
This the 5 day of July 1983  
H. S. Ferguson

DEED OF TRUST

Guy E. Venable and Erlene G. Venable (Wife) to S&W CONSTRUCTION COMPANY OF TENN., INC., A Tennessee Corporation, duly authorized to do business in the State of Mississippi.

In consideration of \$10.00, in hand paid we convey and warrant to JAMES W. AMOS, TRUSTEE, the following described property in DeSoto County, State of Mississippi, to-wit:

Lot 429, Section C, Bridgetown Subdivision, as shown by the plat recorded in Plat Book 13, Page 42 in the office of the Chancery Clerk of DeSoto County, Mississippi, in Section 23, Township 2, Range 7 West.

This is the first lien on the above described property.

IN TRUST FOR THE FOLLOWING PURPOSES:

I. (A) To secure the payment of the following note or notes in favor of S&W CONSTRUCTION COMPANY OF TENN., INC., A Tennessee Corporation dated even herewith, in the amount of Five Thousand Eight Hundred Dollars and No Cents Dollars (\$ 5,800.00 ), 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:

Monthly installments of \$ 76.66 each beginning the 1st day of September, 1975, with a like installment due and payable on or before the 1st day of each succeeding month thereafter until paid in full.

(B) Also any amount paid out or contracted to be paid, by 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 ten (10) per cent interest from date made, and due on demand.

(C) 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 to 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 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 holder of the indebtedness described in this deed of trust, as well as the proceeds of same may be applied by 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.

WITNESS our signatures, this the 10th day of August, 1975.

*Guy E. Venable*  
Guy E. Venable  
*Erlene G. Venable*  
Erlene G. Venable

STATE OF MISSISSIPPI  
COUNTY OF DESOTO

Personally appeared before me, a notary public in and for said county and state, the above named Guy E. Venable and Wife, Erlene G. Venable, 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 the 14th day of August, 1975.

*James M. Patten*  
NOTARY PUBLIC OF MISSISSIPPI, DESOTO COUNTY  
I certify that the within instrument was filed for record at 9 o'clock and 10 minutes 14 M. 15 day of Aug 1975 and that the same has been recorded in Book No. \_\_\_\_\_ Page \_\_\_\_\_ records of \_\_\_\_\_ Trust Deeds of said County.  
Witness my hand and seal this

My commission expires: \_\_\_\_\_  
My Commission Expires Aug. 15, 1977



STATE OF MISSISSIPPI, DESOTO COUNTY  
I certify that the within instrument was filed for record at 9 o'clock 10 minutes A. M. 15 day of Aug. 1975, and that the same has been recorded in Book 189 Page 291 records of REAL ESTATE TRUST DEEDS of said County.  
Witness my hand and seal this the 15 day of August 1975.

Fees \$ 3.50 pd.

110A

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11299  
D-71362LAL

This instrument prepared by: Fall River Five Cents Savings Bank

**TRUST DEED RELEASE**

WHEREAS, By the hereinafter described trust deed, heretofore recorded in the Register's Office of Shelby County, Tennessee, certain real property was conveyed by the hereinafter named grantor, to National Mortgage Company

as Trustee, for the purpose of securing the payment and indebtedness evidenced by notes fully described in such trust deed; and

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

WHEREAS, Said trust deed are briefly described as follows, to-wit:

<u>GRANTOR</u>	<u>Date of Instrument</u>	<u>Recorded</u>	<u>Description of Property</u>
Samuel T. Roberts and wife, Bertha B. Roberts	9/13/68	Book 104 Page 408	Lot 2119, Section J, Southaven West Sub-division, in Section 23, Township 1 South Range 8 West, as per plat thereof recorded in Plat Book 4, Pages 2 and 3, in the office of the Chancery Clerk of DeSoto County, Miss. to which plat reference is hereby made for a more particular description of said lot.

NOW, THEREFORE, in consideration of the premises the undersigned Fall River Five Cents Savings Bank as legal owner and holder of the notes secured by said trust deed, acknowledges full payment and satisfaction thereof, and hereby releases and discharges the lien of said trust deed, and to this end quit claim— and convey— unto said grantor, heirs and assigns all 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, Fall River Five Cents Savings Bank, covenant with the said grantor that he the legal owner, and holder of the notes described in and secured by said trust deed, and that he has the lawful right to release and discharge the lien thereof.

IN WITNESS WHEREOF the said Fall River Five Cents Savings Bank hereunto set hand (or caused its corporate name to be signed hereto by and through its proper officers duly authorized so to do) this the 23rd day of July 19 75

Fall River Five Cents Savings Bank  
Richard E. Dufour, Asst. Treas.

STATE OF TENNESSEE  
COUNTY OF SHELBY

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

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

My commission expires \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_ Notary Public

STATE OF TENNESSEE  
COUNTY OF SHELBY

Before me, a Notary Public in and for said State and County duly commissioned and qualified, personally appeared Richard E. Dufour with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the Asst. Treas. - present of the Fall River Five Cents Savings Bank the within named bargainer, a corporation, and that he as such Asst. 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 Asst. Treas. President.

WITNESS my hand and seal at office in Fall River, Miss. this 23rd day of July 19 75

My commission expires 15th day of May, 19\_\_\_\_

Russell J. Wilcox  
Notary Public

\* Do not write below this line - FOR REGISTERS USE ONLY \*

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 2 o'clock 40 minutes P. M. 15 day of Aug. 1975, and that the same has been recorded in Book 189 Page 293 records of REAL ESTATE TRUST DEEDS of said County.

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

Fees \$2.50 pd.

SEAL H. P. Ferguson CLERK

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MISSISSIPPI  
ASSIGNMENT OF DEED OF TRUST

PREPARED BY:  
SIDNEY M. KATZ, ATTORNEY  
4041 KNIGHT - ARNOLD ROAD  
MEMPHIS, TENN. 38118

For valuable consideration, the receipt of which is acknowledged, the undersigned does hereby sell, transfer and assign unto GOVERNMENT NATIONAL MORTGAGE ASSOCIATION, that certain Deed of Trust executed by Lowell T. Porter and wife, Hilda Mae Porter, to DELTA TITLE COMPANY, Trustee, for the benefit of National Mortgage Company, a Tennessee Corporation, dated July 11, 1975, securing a note in the sum of \$ 22,500.00, recorded in Book 188, Page 173, 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 \$ 22,500.00, plus interest at the rate of 7 3/4 % per annum, the first monthly installment being due the first day of August, 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 11th day of August, 1975.



ATTEST:

Marvin J. Loskove  
Assistant Secretary

NATIONAL MORTGAGE COMPANY

Sidney M. Katz  
Senior Vice President

STATE OF TENNESSEE  
COUNTY OF SHELBY

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

GIVEN UNDER MY HAND and seal of office, this the 11th day of August, 1975.



Elizabeth W. Waddy  
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. 15 day of Aug. 1975, and that the same has been recorded in Book 189 Page 294 records of REAL ESTATE TRUST DEEDS of said County.

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

Fees \$ 2.50 pd.

SEAL H. P. Ferguson, CLERK

MISSISSIPPI  
ASSIGNMENT OF DEED OF TRUST

PROFESSOR  
SIDNEY M. KATZ, JR.  
4051 KNIGHT - ARNOLD ROAD  
MEMPHIS, TENN. 38118

*SK*

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 Ralph Edward Weaver and wife, Francine M. Weaver, to DELTA TITLE COMPANY, Trustee, for the benefit of National Mortgage Company, a Tennessee Corporation, dated July 18, 1975, securing a note in the sum of \$ 24,950.00, recorded in Book 188, Page 535, of the office of the Chancery Clerk of DeSoto County, Mississippi, together with the indebtedness secured thereby.

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

The undersigned covenants that the original Note secured by said Deed of Trust and assigned by this instrument is in the principal amount of \$ 24,950.00, plus interest at the rate of 7 3/4% per annum, the first monthly installment being due the first day of September, 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 August, 19 75.



ATTEST:  
*Marvin J. Loskove*  
Marvin J. Loskove  
Assistant Secretary

NATIONAL MORTGAGE COMPANY  
*Sidney M. Katz*  
Sidney M. Katz  
Senior Vice President

STATE OF TENNESSEE  
COUNTY OF SHELBY

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

GIVEN UNDER MY HAND and seal of office, this the 11th day of August, 19 75.



*Elizabeth Wamble*  
NOTARY PUBLIC

STATE OF MISSISSIPPI, DESOTO COUNTY  
I certify that the within instrument was filed for record at 2 o'clock 40 minutes P. M. 15 day of Aug. 1975, and that the same has been recorded in Book 189 Page 295 records of REAL ESTATE TRUST DEEDS of said County.  
Witness my hand and seal this the 15 day of Aug. 1975.  
Fees \$ 2.50 pd.  
SEAL *H. P. Ferguson* CLERK

296

MISSISSIPPI  
ASSIGNMENT OF DEED OF TRUST

PREPARED BY  
SIDNEY M. KATZ  
1041 KNIGHT - ARNOLD ROAD  
MEMPHIS, TENN. 38118

For valuable consideration, the receipt of which is acknowledged, the undersigned does hereby sell, transfer and assign unto GOVERNMENT NATIONAL MORTGAGE ASSOCIATION, that certain Deed of Trust executed by Wallace B. LaSalle, Jr. and wife, Arlene B. LaSalle, to DELTA TITLE COMPANY, Trustee, for the benefit of National Mortgage Company, a Tennessee Corporation, dated July 22, 1975, securing a note in the sum of \$ 38,900.00, recorded in Book 188, Page 523, 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 \$ 38,900.00, plus interest at the rate of 7 3/4% per annum, the first monthly installment being due the first day of September, 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 August, 19 75.

NATIONAL MORTGAGE COMPANY

*Sidney M. Katz*  
Sidney M. Katz  
Senior Vice President



ATTEST:

*Marvin J. Loskove*  
Marvin J. Loskove  
Assistant Secretary

STATE OF TENNESSEE  
COUNTY OF SHELBY

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

GIVEN UNDER MY HAND and seal of office, this the 11th day of August, 19 75.



*Elizabeth Wandy*  
Elizabeth Wandy  
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. 15 day of August 1975, and that the same has been recorded in Book 189 Page 296 records of REAL ESTATE TRUST DEEDS of said County.

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

Fees \$ 2.50 pd.

SEAL *H. P. Ferguson*  
H. P. Ferguson, CLERK



14-583-15841

P.1172

AUTHORITY TO CANCEL

TO THE CHANCERY CLERK OF DeSoto COUNTY, MISSISSIPPI:

You are hereby authorized to cancel of record that certain Deed of Trust on land executed by John W. Frazier & wife, Christal B. Frazier his wife, to J. R. Hampton & J. R. Wilsoff trustee s, \_\_\_\_\_, beneficiary, dated October 1, 1969, recorded in Book 112, Page 573 of the records of Mortgages and Deeds of Trust in your office, which deed of trust was assigned to Union Planters National Bank, Memphis, Tennessee, on the 26th day of \_\_\_\_\_, 19\_\_\_\_, as shown of record in Book \_\_\_\_\_, Page \_\_\_\_\_, of said records.

IN WITNESS WHEREOF, the said Union Planters National Bank has caused this instrument to be executed by its duly authorized officers this 6th day of August, 19 75

ATTEST:

UNION PLANTERS NATIONAL BANK

R. W. Marshall  
Instalment Credit Officer

BY Ed Tillman  
Assistant 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 6th day of August, 19 75.

Mary R. Rife  
Notary Public

My Commission Expires 3-7-78

STATE OF MISSISSIPPI, DESOTO COUNTY  
I certify that the within instrument was filed for record at 8 o'clock 55 minutes A. M. 15 day of August 1975, and that the same has been recorded in Book 189 Page 297 records of REAL ESTATE TRUST DEEDS of said County.

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

Fees \$ 2.50 pd.

SEAL H. P. Ferguson, CLERK

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

### DEED OF TRUST LAND

THIS INDENTURE, this day made and entered into between TEDDY DREW and wife,  
SANDRA DREW

of the first part, hereinafter designated as the Grantor, Allen B. Couch

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

JOHN C. BERTSCHINGER and wife, MYRA BERTSCHINGER

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 -----and-----00/100-----DOLLARS

( \$ 3,000.00 ) evidenced by a promissory note of ~~xxxxxxxxxxxx~~ 7/15/75 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:

Seventy-four (74) equal monthly installments  
in the amount of \$50.00, 1st payment due and  
payable on July 15, 1975, and the 15th of  
each month thereafter, and a final install-  
ment in the amount of \$20.00.

THIS IS A SECOND DEED OF TRUST

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

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

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

Lot 414, Section "B", DeSoto Village Subdivision,  
in Section 34, Township 1, Range 8, of recorded  
in Plat Book 8, Pages 16-21, in the office of the  
Chancery Clerk of DeSoto County, Mississippi.

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

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary herein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment of interest as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other covenant herein contained, then and in that event the entire principal sum secured hereby with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, or the owner or holder of said note or notes, be and become at once due and payable, and the trustee herein named, or his successor or successors, shall, at the request of the beneficiary, or at the request of any owner or holder of the note or notes secured hereby, sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid. Such sale shall be made by giving notice of the time, place and terms of sale as required by Section 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 \_\_\_\_\_ day of August 19 75

*Teddy W. Drew*  
TEDDY DREW  
*Sandra Drew*  
SANDRA DREW

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

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

Given under my hand and official seal, this the 14th day of August 19 75  
My Commission Expires March 13, 1979  
*Tracy Brown*  
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. 15 day of Aug. 1975, and that the same has been recorded in Book 189 Page 298 records of REAL ESTATE TRUST DEEDS of said County.

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

Fees \$ 5.00 pd.

SEAL *H. P. Ferguson*, CLERK

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 180 at Page 339

of the record of deeds or deeds of trust in your office. Please mail this authority to cancel to Unifirst Federal Savings and Loan Association, Box 1818, Jackson, Mississippi 39205, when it has been executed.

THIS the 14th day of August, A.D., 19 75.

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



BY: G. R. Munton, Jr.  
G. R. Munton, Jr.

BY: Harold A. Hogue  
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 Vice President and Asst. Vice President, respectively, of Unifirst Federal Savings and Loan Association, Jackson, Mississippi, a Corporation, who acknowledged before me that they each signed and delivered the above and foregoing instrument of writing on the day and year therein mentioned as the act and deed of said Corporation, they having been first duly authorized so to do.

GIVEN under my hand and official seal, this the 14th day of August, A.D., 19 75.



Walter McKinnis  
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 11 o'clock 40 minutes A. M. 15 day of Aug. 1975, and that the same has been recorded in Book 189 Page 301 records of REAL ESTATE TRUST DEEDS of said County.

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

Fees \$ 2.50 pd.

SEAL H. P. Ferguson CLERK

302

This instrument was prepared by Tommy Ramer, Commercial and Industrial Bank, Memphis, Tennessee  
This instrument prepared by:

TRUST DEED RELEASE

WHEREAS, By the hereinafter described trust deed, heretofore recorded in the Register's Office of Shelby County, Tennessee, certain real property was conveyed by the hereinafter named grantor to Jack H. Patrick

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
William Fitzgerald Real Estate Sales Company	7/2/74	Book 177 Page 493	Lot 687, Section C, Southaven S/D in Section 23, Township 1 South, Range 8 West as shown on the revised plat of said S/D which is recorded in Plat Book 2, Pages 19, 20, 21, and 22 in the office of the Chancery Clerk of Desoto County, Mississippi

NOW, THEREFORE, in consideration of the premises the undersigned COMMERCIAL & INDUSTRIAL BANK as legal owner and holder of the notes secured by said trust deed, acknowledges full payment and satisfaction thereof, and hereby releases and discharges the lien of said trust deed, and to this end quit claim— and convey— unto said grantor their heirs and assigns all their right, title, and interest in and to the real estate described in said trust deed, to which reference is made for a particular description of said property.

The undersigned, COMMERCIAL & INDUSTRIAL BANK covenants with the said grantor that he the legal owner and holder of the notes described in and secured by said trust deed, and that he has the lawful right to release and discharge the lien thereof.

IN WITNESS WHEREOF the said COMMERCIAL & INDUSTRIAL BANK 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 15th day of August 19 75

COMMERCIAL & INDUSTRIAL BANK  
G. H. Christian - Asst. Vice Pres.

STATE OF TENNESSEE, MISSISSIPPI  
COUNTY OF ~~SHELBY~~ (DESOTO)

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

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

My commission expires day of 19 Notary Public

STATE OF TENNESSEE }  
COUNTY OF SHELBY }

Before me, a Notary Public in and for said State and County duly commissioned and qualified, personally appeared G. H. Christian with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the Asst. Vice President of the C & I Bank the within named bargainer, a corporation, and that he as such Asst. VPPresident being authorized so to do, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by himself as Asst. Vice President.

WITNESS my hand and seal at office in Memphis, Tennessee this 10th day of August 19 75

My commission expires 10 day of March 19 79 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 no minutes A. M. 15 day of Aug. 1975, and that the same has been recorded in Book 189 Page 302 records of REAL ESTATE TRUST DEEDS of said County.

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

Fees \$ 2.50 pd.

SEAL H. P. Ferguson, CLERK

This instrument was prepared by Tommy Ramer, Commercial and Industrial Bank, Memphis, Tennessee  
**TRUST DEED RELEASE**

WHEREAS, By the hereinafter described trust deed, heretofore recorded in the Register's Office of Shelby County, Tennessee, certain real property was conveyed by the hereinafter named grantor, to Jack H. Patrick

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
William Martin Tucker and Linda Jean C. Tucker	12/21/73	Book 169 Page 375	Lot 2425, Section L, Southaven West S/D, in Section 27, Township 1 south, Range 8 West, as per plat thereof recorded in Plat Book 4, Page 51, in the office of the Chancery Clerk of DeSoto County, Mississippi.

NOW, THEREFORE, in consideration of the premises the undersigned COMMERCIAL & INDUSTRIAL BANK as legal owner and holder of the notes secured by said trust deed, acknowledges full payment and satisfaction thereof, and hereby releases and discharges the lien of said trust deed, and to this end quit claim— and convey— unto said grantor their heirs and assigns all their right, title, and interest in and to the real estate described in said trust deed, to which reference is made for a particular description of said property.

The undersigned, COMMERCIAL & INDUSTRIAL BANK, covenants with the said grantor that he the legal owner, and holder, of the notes described in and secured by said trust deed, and that he has the lawful right to release and discharge the lien thereof.

IN WITNESS WHEREOF the said COMMERCIAL & INDUSTRIAL BANK 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 15th day of August 19 75

G. H. Christian  
G. H. Christian - Asst. Vice Pres.

STATE OF ~~TENNESSEE~~ MISSISSIPPI  
COUNTY OF ~~SHELBY~~ DESOTO

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

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

My commission expires \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_ Notary Public

STATE OF TENNESSEE  
COUNTY OF SHELBY

Before me, a Notary Public in and for said State and County duly commissioned and qualified, personally appeared G. H. Christian with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the Asst. Vice President of the C & I Bank the within named bargainer, a corporation, and that he as such Asst. VP 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 Asst. VP President

WITNESS my hand and seal at office in Memphis, Tennessee this \_\_\_\_\_ day of August 19 75

My commission expires 10 day of March 19 79 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 40 minutes A. M. 15 day of Aug. 1975, and that the same has been recorded in Book 189 Page 303 records of REAL ESTATE TRUST DEEDS of said County.  
Witness my hand and seal this the 15 day of August 1975.  
Fees \$2.50 pd.  
SEAL H. P. Ferguson, CLERK

904

This instrument was prepared by  
Tommy Arthur Williams and  
Industrial Bank, Memphis, Tennessee

TRUST DEED RELEASE

WHEREAS, By the hereinafter described trust deed, heretofore recorded in the Register's Office of Shelby County, Tennessee, certain real property was conveyed by the hereinafter named grantor, to  
Howard E. Carter

as Trustee, for the purpose of securing the payment and indebtedness evidenced by notes fully described in such trust deed; and

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

WHEREAS, Said trust deed are briefly described as follows, to-wit:

GRANTOR	Date of Instrument	Recorded	Description of Property
James Arthur Williams and Della L. Williams	7/21/71	Book 145 Page 340	Lot 24 in Section B, Lakeview Village 7/D as shown by the Plat recorded in Plat Book 10, Pages 16 and 17, in the office of the Chancery Clerk of said County, Section 23, Township 1, Range 9.

NOW, THEREFORE, in consideration of the premises the undersigned COMMERCIAL & INDUSTRIAL BANK as legal owner and holder of the notes secured by said trust deed, acknowledges full payment and satisfaction thereof, and hereby releases and discharges the lien of said trust deed, and to this end quit claim— and convey— unto said grantor, their heirs and assigns all their right, title, and interest in and to the real estate described in said trust deed, in which reference is made for a particular description of said property.

The undersigned, COMMERCIAL & INDUSTRIAL BANK covenants with the said grantor that he the legal owner and holder of the notes described in and secured by said trust deed, and that he has the lawful right to release and discharge the lien thereof.

IN WITNESS WHEREOF the said COMMERCIAL & INDUSTRIAL BANK 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 15th day of August 19 75

COMMERCIAL & INDUSTRIAL BANK  
G. H. Christian, Asst. Vice Pres.

STATE OF TENNESSEE | MISSISSIPPI  
COUNTY OF SHELBY | DESOTO

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

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

My commission expires day of 19 Notary Public

STATE OF TENNESSEE |  
COUNTY OF SHELBY |

Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared G. H. Christian with whom I am personally acquainted and who, upon oath, acknowledged himself to be the Asst. Vice President of the C & I Bank the within named bargainer, a corporation, and that he as such Asst. VP 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 Asst. Vice President

WITNESS my hand and seal at office in Memphis, Tennessee of August 19 75

My commission expires 10 day of May 19 79

\* 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 20 minutes A. M. 15 day of Aug. 1975, and that the same has been recorded in Book 189 Page 304 records of REAL ESTATE TRUST DEEDS of said County.

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

Fees \$2.50 pd.

SEAL H. P. Ferguson, CLERK



This instrument was prepared by Tommy Ramer, Commercial and Industrial Bank, Memphis, Tennessee

TRUST DEED RELEASE

WHEREAS, By the hereinafter described trust deed, heretofore recorded in the Register's Office of Shelby County, Tennessee, certain real property was conveyed by the hereinafter named grantor, to Jack H. Patrick

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
J. C. Henson and Jessie Henson	12/11/73	Book 169 Page 195	Lot 24, in Section B, Lakeview Village S/D as shown by the Plat recorded in Plat Book 10, Pages 16 and 17, in the office of the Chancery Clerk of said County, Section 23, Township 1, Range 8.

NOW, THEREFORE, in consideration of the premises the undersigned COMMERCIAL & INDUSTRIAL BANK as legal owner and holder of the notes secured by said trust deed, acknowledges full payment and satisfaction thereof, and hereby releases and discharges the lien of said trust deed, and to this end quit claim— and convey— unto said grantor, their heirs and assigns all their right, title, and interest in and to the real estate described in said trust deed, in which reference is made for a particular description of said property.

The undersigned, COMMERCIAL & INDUSTRIAL BANK covenants with the said grantor that he the legal owner and holder of the notes described in and secured by said trust deed, and that he has the lawful right to release and discharge the lien thereof.

IN WITNESS WHEREOF the said COMMERCIAL & INDUSTRIAL BANK 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 14th day of August 19 75

COMMERCIAL & INDUSTRIAL BANK G. H. Christian - Asst. Vice President

STATE OF TENNESSEE, MISSISSIPPI COUNTY OF SHELBY, Desoto

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

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

My commission expires day of 19 Notary Public

STATE OF TENNESSEE COUNTY OF SHELBY

Before me, a Notary Public in and for said State and County duly commissioned and qualified, personally appeared G. H. Christian with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the Asst. Vice President of the C & I Bank the within named bargainor, a corporation, and that he as such Asst. VP 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 Asst. VP President

WITNESS my hand and seal at office in Memphis, Tennessee this 14th day of August 19 75

My commission expires 10 day of March 19 79

\* 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 00 minutes A. M. 15 day of August 1975, and that the same has been recorded in Book 189 Page 305 records of REAL ESTATE TRUST DEEDS of said County.

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

Fees \$2.50 pd.

SEAL H. P. Ferguson, CLERK

306

This instrument was prepared by Tommy Ramet, Commercial and This instrument prepared by Industrial Bank, Memphis, Tennessee

TRUST DEED RELEASE

WHEREAS, By the hereinafter described trust deed, heretofore recorded in the Register's Office of Shelby County, Tennessee, certain real property was conveyed by the hereinafter named grantor to Jack H. Patrick 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
Ruth M. Sultzbach	7/26/74	Book 178 Page 31	Lot 302, Section B, South-aven S/D, in Section 23, Township 1 South, Range 8 West, as shiwn on the re-vised plat of said S/D which is recorded in Plat Book 2, Pages 14, 15 and 16, in the office of the Chancery Clerk of DeSoto County, Mississippi.

NOW, THEREFORE, in consideration of the premises the undersigned COMMERCIAL & INDUSTRIAL BANK as legal owner and holder of the notes secured by said trust deed, acknowledges full payment and satisfaction thereof, and hereby releases and discharges the lien of said trust deed, and to this end quit claim— and convey— unto said grantor their heirs and assigns all their right, title, and interest in and to the real estate described in said trust deed, in which reference is made for a particular description of said property.

The undersigned, COMMERCIAL & INDUSTRIAL BANK covenants with the said grantor that he the legal owner and holder of the notes described in and secured by said trust deed, and that he ha the lawful right to release and discharge the lien thereof.

IN WITNESS WHEREOF the said COMMERCIAL & INDUSTRIAL BANK hereunto set its hand (or caused its corporate name to be signed hereto by and through its proper officers duly au- thorized so to do) this the 11th day of August 19 75

COMMERCIAL & INDUSTRIAL BANK G. H. Christian - Asst. Vice President

STATE OF TENNESSEE MISSISSIPPI COUNTY OF SHELBY COUNTY OF DESOTO

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

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

My commission expires day of 19 Notary Public

STATE OF TENNESSEE COUNTY OF SHELBY

Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared G. H. Christian with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the Asst. Vice President of the C & I Bank, and that he as such Asst. VP President being authorized so to do executed the fore- going instrument for the purpose therein contained by signing the name of the corporation by himself as Asst. VP President

WITNESS my hand and seal at office in Memphis, Tennessee this 11th day of August 19 75

My commission expires 10 day of May 19 79 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 50 minutes A. M. 15 day of Aug. 1975, and that the same has been recorded in Book 189 Page 306 records of REAL ESTATE TRUST DEEDS of said County.

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

Fees \$ 2.50 pd.

SEAL H. P. Ferguson, CLERK

STATE OF MISSISSIPPI  
COUNTY OF Desoto

ASSIGNMENT OF DEED OF TRUST

For value received, FIRST NATIONAL BANK OF MEMPHIS  
Assignor does hereby grant, bargain, sell, convey and assign to  
GOVERNMENT NATIONAL MORTGAGE ASSOCIATION all its right, title and  
interest in and to that certain Deed of Trust executed by  
RIDGEWAY, James P. and wife Helen L. Ridgeway

on the 26th day of June, 1975 and recorded in  
Vol. 187 Page 324, & correction D/t  
in Vol. 188 page 25, together with the debt secured thereby, and all  
its right, title and interest in and to the property therein described.

In witness whereof, Assignor has executed this instrument this 14th  
day of August, 1975.

FIRST NATIONAL BANK OF MEMPHIS  
Assignor  
By: [Signature]  
Vice President  
Title

STATE OF TENNESSEE  
COUNTY OF SHELBY

Before me, Mary C. Utterback, a Notary Public within and  
for the State and County aforesaid, personally appeared Doyle W.  
Bradsher, with whom I am personally acquainted, and who, upon  
oath, acknowledged himself to be Vice President of the  
FIRST NATIONAL BANK OF MEMPHIS, the within named party, a corporation,  
and that he as such Vice President, being authorized so to  
do, executed the foregoing instrument for the purpose therein contained, by  
signing the name of the corporation by himself as Vice President.

Witness my hand and seal at office, this 14th day of  
August, 1975.

[Signature]  
Notary Public  
My Commission Expires: My Commission Expires Sept. 27, 1976  
SEAL  
PUBLIC  
this instrument was prepared by: Janie Jonyke  
Address: 165 Madison Avenue  
Memphis, Tennessee

STATE OF MISSISSIPPI, DESOTO COUNTY  
I certify that the within instrument was filed for record at 11 o'clock  
no minutes A. M. 15 day of Aug. 1975, and that the same has been  
recorded in Book 189 Page 307 records of REAL ESTATE TRUST DEEDS  
of said County.

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

Fees \$ 2.50 pd.

SEAL [Signature] CLERK

308

CANCELLED BY AUTHORITY RECORDED IN BOOK

201 PAGE 155

THIS 16 DAY OF June 19 76

H. H. Ferguson  
CHANCERY CLERK

This Instrument prepared by: Marvin Ballin, Attorney - 81 Madison Bldg. - Memphis, Tenn.

DEED OF TRUST

This Indenture Made and entered into this 13th day of August 1975

by and between Earl D. Gaylord and wife, Iva M. Gaylord

of the first part, and William Sharp, Jr. 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 ~~Madison County, Tennessee~~ to-wit: DeSoto County, Mississippi

Tract 1: Part of the northwest Quarter, Section 36, Township 1, Range 9, described as beginning at the southwest corner of said quarter section; thence east 420 feet on the south line of said quarter section; thence north parallel with the west line of said quarter section 210 feet; thence west parallel with the south line of said quarter section 420 feet; thence south on the west line of said quarter section 210 feet to the beginning, and containing 2 acres, more or less.

Tract 2: 40 acres in the north half of the Southwest Quarter of section 36, Township 1, Range 9, described as the north half of the Southwest Quarter of said Section 36, less 2 acres off the east side thereof, more particularly described as beginning 9 chains north of the southeast corner of said North Half of the southwest Quarter, running thence west 3.16 chains, running thence north 6.33 chains, running thence east 3.16 chains, running thence south 6.33 chains to the beginning, and less and except 38 acres off the south side thereof more particularly described as beginning at the southwest corner of the north half of the southwest quarter of said section; thence north on the section line 912.42 feet to the northwest corner of the tract conveyed to G. E. Moody, et ux, by deed recorded in Book 56, page 83; thence west 834.84 feet to a stake; thence south 417.42 feet to a stake; thence east 1,805.16 feet to the east line of the Southwest quarter of said section; thence south 495 feet; thence west 2,640 feet to the beginning.

TO HAVE AND TO HOLD, the aforescribed real estate, together with all the hereditaments and appurtenances thereunto belonging or in any wise appertaining unto the said party of the second part, its successors and assigns, in fee simple forever, and the said parties of the first part do hereby covenant with the said party of the second part, its successors and assigns, that they are lawfully seized in fee of the aforescribed 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 thereof 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 Allied Fidelity Insurance Co. or the holder of the notes hereinafter mentioned, in the sum of Twenty Five Thousand & 00/100 Dollars, evidenced by Note of even Date

Federal

Said company is making a criminal bond for James E. Gaylord who is charged with the offense of Sect. 74-102E 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 \$25,000.00

It is further agreed that if and when James E. Gaylord gives his appearance in the Fed. Court of Shelby County, E. St. Louis, Ill. on the above named charge and when said company is released of all liabilities on said bond and when all debts, including other obligations due on indemnity contract signed and dated 8-13-75 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

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 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.

*Earl D. Baylord*  
*Ira M. Baylord*

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, Tennessee, this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_

MY COMMISSION EXPIRES: \_\_\_\_\_  
Notary Public.

STATE OF TENNESSEE, COUNTY OF SHELBY

On this 13th day of August, 1975, before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared Earl D. Baylord & wife Ira M. Baylord to me known to be the person... described in and who executed the foregoing instrument, and acknowledged that he/ she/ 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 \_\_\_\_\_  
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. 15 day of Aug. 1975, and that the same has been recorded in Book 189 Page 308 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 15 day of Aug. 1975.  
Fees \$ 3.50 pd.

SEAL *H. P. Ferguson* CLERK

Norma D. Trent  
Rt. 2 Box 508A  
Olive Branch, Mississippi 38654 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:

<u>GRANTOR</u>	<u>Date of Instrument</u>	<u>Recorded</u>	<u>Description of Property</u>
Norma D. Trent	6-30-72	Book 143 Page 405	1 acre in the Southeast Quarter of Section 17, Township 2, Range 6, Recorded in Book 85, Pg. 325, DeSoto County

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 owner 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 13th day of August 19 75.

National Bank of Commerce, Memphis, Tennessee  
*[Signature]*  
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.

My commission expires \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_  
Notary Public

STATE OF TENNESSEE  
COUNTY OF SHELBY

Before me, a Notary Public in and for said State and County duly commissioned and qualified, personally appeared Gary D. Cantrell, 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, Memphis, Tenn. the within named bargainer, 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 13th day of August, 19 75.

My commission expires 22nd day of November, 19 76  
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. 15 day of Aug. 1975, and that the same has been recorded in Book 189 Page 310 records of REAL ESTATE TRUST DEEDS of said County.

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

Fees \$ 2.50 pd.

SEAL *[Signature]* CLERK

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST

Class C

STATE OF MISSISSIPPI, } ss.  
DeSoto County.

KNOW ALL MEN BY THESE PRESENTS: That First National Bank of Southaven  
of DeSoto the beneficiary, does hereby certify that a certain trust deed  
bearing date the 17th day of February 1975, made and executed by Joe D. Wilson & wife  
Betty J. Wilson 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. 183 on page 570  
of the Record of Trust Deeds, on the 5th day of March, 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

BY: Betty King  
Betty King, Cashier

STATE OF MISSISSIPPI, } ss.  
DeSoto County.

Personally came and appeared before me, the undersigned authority  
in and for County and State aforesaid, Betty King, Cashier 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 August A. D. 1975



Dennis J. Ingram  
Dennis J. Ingram  
5/7/77 My Commission Expires May 7, 1977

LAWRENCE-GREENWOOD 27244

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 11 o'clock  
40 minutes A. M. 15 day of Aug. 1975, and that the same has been  
recorded in Book 189 Page 311 records of REAL ESTATE TRUST DEEDS  
of said County.

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

Fees \$ 2.50 pd.

SEAL H. P. Ferguson CLERK

312

This instrument was prepared by Tommy Ramor, Commercial and Industrial Bank, Memphis, Tennessee  
This instrument prepared by: Tommy Ramor, Commercial and Industrial Bank, Memphis, Tennessee  
**TRUST DEED RELEASE**

WHEREAS, By the hereinafter described trust deed, heretofore recorded in the Register's Office of Shelby County, Tennessee, certain real property was conveyed by the hereinafter named grantor, to Claude E. Crider 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
John P. Ottenville and Beatrice C. Ottenville	7/19/68	Book 103 Page 97	(SEE DESCRIPTION ON REVERSE SIDE)

NOW, THEREFORE, in consideration of the premises the undersigned COMMERCIAL & INDUSTRIAL BANK as legal owner and holder of the notes secured by said trust deed, acknowledges full payment and satisfaction thereof, and hereby releases and discharges the lien of said trust deed, and to this end quit claim— and convey— unto said grantor, their heirs and assigns all their right, title, and interest in and to the real estate described in said trust deed, to which reference is made for a particular description of said property.

The undersigned, COMMERCIAL & INDUSTRIAL BANK covenants with the said grantor that he the legal owner and holder of the notes described in and secured by said trust deed, and that he has the lawful right to release and discharge the lien thereof.

IN WITNESS WHEREOF the said COMMERCIAL & INDUSTRIAL BANK 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 15th day of AUGUST 19 75

G. H. Christian  
G. H. Christian - Asst. Vice Pres.

STATE OF ~~TENNESSEE~~ MISSISSIPPI  
COUNTY OF ~~SHELBY~~ DESOTO

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

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

My commission expires \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_ Notary Public

STATE OF TENNESSEE  
COUNTY OF SHELBY

Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared G. H. Christian with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the ASST. Vice President of the \_\_\_\_\_ the within named bargainor, a corporation, and that he as such ASST. 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 ASST. Vice President.

WITNESS my hand and seal at office in Memphis, Tennessee this 15th day of August 19 75

My commission expires 10 day of March 19 79 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 10 minutes A. M. 15 day of Aug. 1975, and that the same has been recorded in Book 189 Page 312 records of REAL ESTATE TRUST DEEDS of said County.

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

Fees \$ 2.50 pd.

SEAL H. P. Ferguson CLERK



his 15 day of May 19 84

William E. Jenkins  
Isabelle Jenkins

Attest

H. P. Ferguson by Sue Honey Sr.  
Chancery Clerk

FOR REAL ESTATE, CHATTEL OR BOTH

Hoyt E. Peeler and wife,  
Marcelle S. Peeler  
To { DEED OF TRUST  
William Emery Jenkins  
and wife, Isabelle  
Jenkins

THIS INDENTURE, Made this 15th day of August 19 75  
between Hoyt E. Peeler and wife, Marcelle S. Peeler, Party,  
and William Emery Jenkins and wife, Isabelle Jenkins, Party

WITNESSETH, That whereas, said party of the first part, being indebted to the said party of the second part in the sum of Seven Thousand and 00/100 Dollars (\$7,000 with interest at the rate of 8% per annum, repayable in 120 monthly installments of \$84.93 each, commencing on the 15th day of September, 1975, with each subsequent and succeeding installment being due on the 15th day of each month thereafter, with the final installment, if not sooner paid, due and payable on the 15th day of August, 1985.

and any further amount that the party of the second part may furnish the party of the first part... Having agreed to secure the prompt payment of the same when due: Therefore, in consideration of the premises, and of the sum of One Dollar to the party of the first part paid by David A. Gustafson Trustee, the party of the first part has this day granted, bargained, and sold to the said Trustee the following described property, located in the County of DeSoto, and state of Mississippi...

Lot 801, Section "C", Southaven Subdivision, in Section 23, Township 1 South, Range 8 West, as shown on the plat of said Subdivision which is recorded in Plat Book 2, Pages 19, 20, 21 and 22, in the office of the Chancery Clerk of DeSoto County, Mississippi.

This Deed of Trust is second and subordinate to that certain Deed of Trust of record in Book 76, Page 261, in the office of the Chancery Clerk of DeSoto County, Mississippi.

Party of the first part hereby reserves the right to prepay the entire principal indebtedness plus accrued interest at any time 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 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 conferred, 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.  
Hoyt E. Peeler  
Marcelle S. Peeler

STATE OF MISSISSIPPI, DESOTO COUNTY.  
Personally appeared before me a notary public of said County, the within named Hoyt E. Peeler and wife, Marcelle S. Peeler,

who acknowledged that they signed and delivered the foregoing Deed of Trust on the day and year therein mentioned.  
Given under my hand and official seal, this 15th day of August 1975  
By Commission Expires May 15, 1978 (SEAL) William H. Gustafson Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY  
I certify that the within instrument was filed for record at 10 o'clock 35 minutes A.M. 18 day of Aug 1975, and that the same has been recorded in Book 189 Page 313 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 18 day of Aug 1975.  
Fees \$ 2.50 pd.  
SEAL H. P. Ferguson CLERK

314

(SALES)

STATE OF MISSISSIPPI )  
COUNTY OF DeSoto ) ss.

ASSIGNMENT OF DEED(S) OF TRUST

THIS ASSIGNMENT OF DEED(S) OF TRUST, executed this 15<sup>th</sup> day of July, 1975, by and between GOVERNMENT NATIONAL MORTGAGE ASSOCIATION, organized under an Act of Congress and existing pursuant to Title III of the National Housing Act, called ASSIGNOR, and Wortman & Mann, Inc. called ASSIGNEE.

FOR VALUE RECEIVED, the within instrument(s) is (are) hereby transferred, assigned, and conveyed to Assignee together with the property described therein and the debt secured thereby, said instrument(s) being recorded in the records of the office of the Chancery Clerk of DeSoto County, Mississippi, and duly identified as follows:

<u>Original Mortgagor</u>	<u>Date of Mortgage (Deed of Trust)</u>	<u>Book No.</u>	<u>Page No.</u>
Douglas Colin Brown	April 16, 1974	174	81
William W. Hoing	August 9, 1974	178	406
William D. Woods	August 16, 1974	178	513
Larry Douglas Holmes	August 27, 1974	179	147
Darwyn M. Bolton	August 20, 1974	178	587
Leslie Earl Young 1	September 9, 1974	179	425
Ronald Wayne McKnight	December 12, 1974	182	87
Edmund Otto Munsch	December 3, 1974	181	615
Rodney Chambliss Kelley	January 28, 1975	183	71

This Assignment is made without representation, warranty or recourse on Assignor herein.

Witness the execution hereof by the Government National Mortgage Association, through its duly authorized Attorney-in-Fact, whose appointment is published at 37 F.R. 16799 or 24 C.F.R. 300.11.

GOVERNMENT NATIONAL MORTGAGE ASSOCIATION

BY: Robert A. Chambers  
Robert A. Chambers Attorney-in-Fact

STATE OF GEORGIA )  
COUNTY OF FULTON ) ss.

Personally appeared before me the undersigned authority in and for the jurisdiction aforesaid, Robert A. Chambers, who acknowledged that he is Attorney-in-Fact for Government National Mortgage Association and that, for and on behalf of said Corporation and as its act and deed, he signed and delivered the above and foregoing instrument on the day and year therein mentioned, being first duly authorized so to do by said Corporation.

WITNESS my signature and official seal of office this 15<sup>th</sup> day of July, 1975.

James W. Speman  
Notary Public, Georgia at Large  
(SEAL) My Commission Expires Jan. 2, 1979

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 11 o'clock 0 minutes A M. 14 day of Aug 1975, and that the same has been recorded in Book 189 Page 314 records of REAL ESTATE TRUST DEEDS of said County.

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

Fees \$ 2.50

W. G. A. Ferguson



City State Bank 109 University Street Martin, Tennessee 38237 601 587-2328

August 11, 1975

Whereas, we the undersigned executed the promissory note dated February 20, 1974, to Reuben L. Todd (a single man) in the amount of \$4,750.51.

We hereby acknowledge payment in full, leaving no balance owing on this property. The trust deed was recorded in Note Book # 171 on Page # 136 on February 22, 1974. This note was paid in full on this date above.

*E. H. Baker*

E. H. Baker--President of City State Bank

STATE OF TENNESSEE

COUNTY OF WEAVER

Personally appeared before me, Frances F. Rushing, a Notary Public, duly commissioned in said County, E. H. Baker, President of City State Bank, Martin, Tennessee, the within named person with whom I am personally acquainted and who acknowledged that he executed the foregoing instrument for the purposes therein contained.

Witness my hand at office this the 11th day of August 1975

*Frances F. Rushing*  
Frances F. Rushing--Notary Public

My Commission expires:  
July 10, 1977



STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 3 o'clock 30 minutes P M. 15 day of Aug 1975, and that the same has been recorded in Book 189 Page 315 records of REAL ESTATE TRUST DEEDS of said County.

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

Fees \$ 2.00 pd.

SEAL *H. P. Ferguson* CLERK

314

CHANGED BY AUTHORITY DERIVED BY  
232  
11  
90  
18  
J. J. Ferguson

TRUST DEED

THIS INDENTURE, made this the 11th day of August, 1975, between DAVID ALBERT POIRIER and wife, SALLY LYNN POIRIER, who joins in this execution for the purpose of conveying any and all rights of homestead she may now or ever own, 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 FOURTEEN THOUSAND EIGHT HUNDRED TEN and 40/100 DOLLARS (\$14,810.40), which includes principal and interest, repayable in 72 equal monthly installments of \$205.70 each, beginning September 8, 1975, and due the 8th day of each month thereafter until paid in full, and any further amount that the party of the second part may furnish the party of the first part 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 608, 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 122, Page 477, 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 August, 1975.

*David Albert Poirier*  
David Albert Poirier

*Sally Lynn Poirier*  
Sally Lynn Poirier, 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

STATE OF MISSISSIPPI  
COUNTY OF DESOTO

Personally appeared before me, the undersigned authority of law in and for the jurisdiction aforesaid, the within named David Albert Poirier and Sally Lynn Poirier (who joins in the execution for the purpose of conveying rights of homestead), 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 August, 1975.

My Commission expires:

My Commission Expires Feb. 19, 1976

*Bobbie M. Sewell*  
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. 18 day of Aug 1975, and that the same has been recorded in Book 189 Page 314 records of REAL ESTATE TRUST DEEDS of said County.

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

Fees \$ 2.50 pd.

SEAL *H. P. Ferguson* CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK  
287 PAGE 188  
THIS 3 DAY OF Sept 19 82  
H. M. Ferguson  
CHANCERY CLERK

TRUST DEED

THIS INDENTURE, made this the 31st day of July, 1975, between WILEY C. CARTER and wife, BARBARA JEAN W. CARTER, Party of the First Part, and FIRST NATIONAL BANK, SOUTHAVEN, MISSISSIPPI, Party of the Second Part,

WITNESSETH, That whereas, said party of the first part, being indebted to the said party of the second part in the sum of SIX THOUSAND FOUR HUNDRED FIFTY-THREE and 72/100 DOLLARS (\$6,453.72), which includes principal and interest, repayable in 84 equal monthly installments of \$76.83 each, beginning September 3, 1975, and due the 3rd day of each succeeding month thereafter until whole of indebtedness is paid in full, and any further amount that the party of the second part may furnish the party of the first part and the party of the first part having agreed to secure the prompt payment of the same when due: Therefore, in consideration of the premises, and of the sum of One Dollar to the party of the first part paid by 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 467, Section B of 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 62, Page 254, 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 31st day of July, 1975.

*Wiley C. Carter*  
Wiley C. Carter  
*Barbara Jean W. Carter*  
Barbara Jean W. Carter

STATE OF MISSISSIPPI  
COUNTY OF DESOTO

Personally appeared before me, the undersigned authority of law in and for the jurisdiction aforesaid, the within named Wiley C. Carter and Barbara Jean W. Carter, 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 31st day of July, 1975.

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

*Luther M. Benson*  
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. 18 day of Aug 1975, and that the same has been recorded in Book 187 Page 317 records of REAL ESTATE TRUST DEEDS of said County.

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

Fees \$ 2.50 pd.

*H. M. Ferguson*

Paid, Satisfied and Cancelled

This 25 day of April 1980

North Mississippi Savings & Loan  
by Guy W. Wafar, President

Attest  
H. D. Ferguson  
Chancery Clerk

J. E. D... D.C.

### DEED OF TRUST

THIS DEED OF TRUST is made this 15th day of AUGUST, 1975, among the Grantor, JAMES H. KINGSLEY, single,

Joe M. Hudspeth, (herein "Borrower"),  
(herein "Trustee"),  
and the Beneficiary, NORTH MISSISSIPPI SAVINGS & LOAN ASSOCIATION, a corporation organized and existing under the laws of The State of Mississippi, whose address is Hernando, Mississippi, (herein "Lender").

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

Lot 313, Section B, Lake O' The Hills, in Section 19, Township 3,  
Range 9, as shown on the recorded plat of said Subdivision in Plat  
Book 2, Pages 35-36 in the Office of the Chancery Clerk of DeSoto  
County, Mississippi.

(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 Thirteen Thousand Five Hundred and No/100 Dollars, with interest thereon, providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on September 1, 1995; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Deed of Trust; and the performance of the covenants and agreements of Borrower herein contained; and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances").

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

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 Reinstale.** 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 H. Kingsley*  
JAMES H. KINGSLEY -Borrower

-Borrower

Lot 313, Lake o' the Hills S/D

Rt. 1, Hernando, Mississippi 38632

Property Address

STATE OF MISSISSIPPI, DESOTO COUNTY AS:

Personally appeared before me, the undersigned authority in and for said County and State, the within named JAMES H. KINGSLEY, single, who acknowledged

that he signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and seal of office, on this the 15<sup>th</sup> day of AUGUST, A.D., 19 75.

My Commission expires: 11/9/78

*Liliana Kelly*  
Notary Public

STATE OF MISSISSIPPI, DeSOTO COUNTY

I certify that the within instrument was recorded at 3 o'clock and

STATE OF MISSISSIPPI, DESOTO COUNTY  
I certify that the within instrument was filed for record at 3 o'clock 35 minutes P.M. 15 day of Aug, 1975, and that the same has been recorded in Book 189 Page 318 records of REAL ESTATE TRUST DEEDS of said County.

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

Fees \$ 5.00 pd.

SEAL *H. P. Ferguson*, CLERK

322

Paid, Satisfied and Cancelled

This 24 day of Feb 19 76 Per  
George M. Ferguson Trustee  
De Soto Title Co. Trustee

Attest  
H. P. Ferguson  
Chancery Clerk De Soto County, Miss.

### DEED OF TRUST

This indenture made this 24<sup>th</sup> day of July, 19 75, between Angelo J. Novarese and wife, Helen K. Novarese called First Party, and WALKEM DEVELOPMENT COMPANY OF MISSISSIPPI, INC., called Second Party, WITNESSETH:

WHEREAS, the First Party are indebted to the Second Party in the sum of \$ 6,125.00, evidenced by one promissory note of even date due and repayable in 60 equal monthly installments of \$ 102.09, and ~~one installment of \$xx~~, the first installment due the 1st day of October, 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 358 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, 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.

Angelo J. Novarese  
Helen K. Novarese  
Grantors

STATE OF TENNESSEE )  
COUNTY OF SHELBY )

Personally appeared before me, the undersigned authority of said County and State, the within named Angelo J. Novarese and wife, Helen K. Novarese, 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 24<sup>th</sup> day of July, 19 75.

My commission expires: APR 4, 1978

Aurelia C. Pinner  
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 Aug, 1975, and that the same has been recorded in Book 189 Page 322 records of REAL ESTATE TRUST DEEDS of said County.

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

Fees \$ 2.50 pd.

SEAL H. P. Ferguson, CLERK



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If the Property is abandoned by Borrower or if after notice by Lender to Borrower that the condemnor offers to make an award, or settle a claim for damages, and 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

DEED OF TRUST

This indenture made this 12<sup>th</sup> day of August, 1975, between Percy H. Forrest

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 \$ 6400.00, evidenced by one promissory note of even date due and repayable in 84 equal monthly installments of \$ 99.76, and one installment of \$ XXX, the first installment due the 15th day of September, 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 237 in Section B of Delta Ridge Mobile Home Park Subdivision as shown on Plat appearing of record in Plat Book 9, pages 33-40 in the Chancery Court Clerk's office of DeSoto County, Mississippi, to which recorded plat reference is made for a more particular description. Said lot being situated in Section 5, Township 3, Range 9.

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

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

Witness our signatures this the date written above.

C. W. McKay Percy H. Forrest  
Grantors

STATE OF TENNESSEE )  
COUNTY OF SHELBY )

Personally appeared before me, the undersigned authority of said County and State, the within named Percy H. Forrest, 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 12<sup>th</sup> day of August, 1975.

Jane H. Zachary  
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 Aug, 1975, and that the same has been recorded in Book 189 Page 323 records of REAL ESTATE TRUST DEEDS of said County.

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

Fees \$ 2.50 pd.

SEAL H. P. Ferguson CLERK

Paid, Satisfied and Cancelled

This 5th day of Feb 1981  
DeSoto Title Co., Inc. Trustee

George W. Phynale  
Trustee

Attest:  
H. P. Ferguson  
Chancery Clerk  
By D. W. McLean, D.C.

### DEED OF TRUST

This indenture made this 14th day of August, 1975, between William G. Lackey and wife, Geneva Lackey 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 \$ 7,840.00, evidenced by one promissory note of even date due and repayable in 60 equal monthly installments of \$ 130.67, ~~and one installment due on~~, the first installment due the 1st day of January, 1976, 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 337 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.

Mentha Boyer

William G. Lackey  
Geneva Lackey  
Grantors

STATE OF TENNESSEE )  
COUNTY OF SHELBY )

Personally appeared before me, the undersigned authority of said County and State, the within named William G. Lackey and wife, Geneva Lackey, 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 14th day of August, 1976.

Jane M. Zachary  
Notary Public

My commission expires:  
My Commission Expires July 26, 1976

STATE OF MISSISSIPPI, DESOTO COUNTY  
I certify that the within instrument was filed for record at 10 o'clock 45 minutes A M. 18 day of Aug 1975, and that the same has been recorded in Book 189 Page 324 records of REAL ESTATE TRUST DEEDS of said County.  
Witness my hand and seal this the 18 day of Aug 1975.

Fee \$ 2.50 pd.

SEAL H. P. Ferguson CLERK

Paid, Satisfied and Cancelled  
This 3rd day of Feb 1983 325  
DeSoto Title Co., Inc. President  
Seage Rignale  
Attest:  
H. B. Ferguson  
Chancery Clerk  
By D. W. Mc Cain D.C.

## DEED OF TRUST

This indenture made this 12<sup>th</sup> day of August, 1975, between John Dwyer and wife, Leona Dwyer 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 \$ 7,232.50, evidenced by one promissory note of even date due and repayable in 84 equal monthly installments of \$ 86.11, ~~and one installment due on~~ the first installment due the 1st day of January, 1976, 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 344 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.

John Dwyer  
Leona Dwyer  
Grantors

STATE OF TENNESSEE )  
COUNTY OF SHELBY )

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

Given under my hand and official seal of office this the 12 day of August, 1975.

[Signature]  
Notary Public

My commission expires:

~~My Commission Expires Sept. 27, 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 Aug, 1975, and that the same has been recorded in Book 189 Page 327 records of REAL ESTATE TRUST DEEDS of said County.

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

Fees \$ 2.50 pd.

SEAL H. B. 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:

<u>NAME</u>	<u>DATE</u>	<u>RECORDED</u>
Donald P. Card, et ux	6-27-70	Book 118, Page 561
Patricia A. Beigert	6-3-71	Book 129, Page 296
Patricia A. Beigert	6-3-71	Book 129, Page 298
Patricia A. Beigert	6-3-71	Book 129, Page 297
Patricia A. Beigert	6-3-71	Book 129, Page 299

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 satisfacton 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 15<sup>th</sup> day of August, 1975.

*Ray G. Daniels*  
\_\_\_\_\_

MY COMMISSION EXPIRES:

8-11-76  
NOTARY PUBLIC  
3 L.C.

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 11 o'clock 45 minutes A M, 18 day of Aug 1975, and that the same has been recorded in Book 189 Page 326 records of REAL ESTATE TRUST DEEDS of said County.

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

Fees \$ 4.50 pd.

SEAL *H. P. Ferguson* CLERK

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

### DEED OF TRUST LAND

THIS INDENTURE, this day made and entered into between

Leavern Pate and wife, Linda B. Pate

of the first part, hereinafter designated as the Grantor,

Dudley B. Bridgforth, Jr., Trustee, of the second part, hereinafter designated as Trustee, and

Peoples Bank & Trust of the third part, hereinafter designated as the Beneficiary.

WITNESSETH: That whereas the Grantor is justly indebted to the beneficiary in the full sum of  
FOUR THOUSAND FIVE HUNDRED SIXTY SIX AND 24/100-----DOLLARS  
(\$ 4566.24 ) evidenced by <sup>A</sup> promissory note of even date herewith in favor of  
the beneficiary, bearing interest at the rate of 10.97 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 REPAYED IN 48 MONTHLY INSTALLMENTS OF 95.13 BEGINNING  
ON SEPTEMBER 15, 1975 AND ENDING ON AUGUST 15, 1979

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, Section "B", Holiday Hills Subdivision situated in Section 34, Township 1 South, Range 6 West, DeSoto County, Mississippi as per plat recorded in Plat Book 11, Page 11, Chancery Clerk's Office, DeSoto County, Mississippi.

CANCELLED BY AUTHORITY RECORDED IN BOOK  
248 PAGE 491  
THIS 2 DAY OF Sept 1979  
H. D. Ferguson  
CHANCERY CLERK

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

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary herein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment of interest as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other covenant herein contained, then and in that event the entire principal sum secured hereby with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, or the owner or holder of said note or notes, be and become at once due and payable, and the trustee herein named, or his successor or successors, shall, at the request of the beneficiary, or at the request of any owner or holder of the note or notes secured hereby, sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid. Such sale shall be made by giving notice of the time, place and terms of sale as required by Section 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 a court of competent jurisdiction to collect and impound the said rents, issues and profits and after paying the expense of such receivership apply the balance thereof to the payment of any indebtedness secured hereby.

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

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

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

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

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

IN TESTIMONY WHEREOF, witness the signature of the grantor this the 4 day of Aug, 1975.

*Leavern Pate*  
Leavern Pate  
*Linda B. Pate*  
Linda B. Pate

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 Leavern Pate and wife, Linda B. Pate 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 4 day of Aug, 1975.

Notary Public in and for the State of Mississippi  
*Don J. Galt*

STATE OF MISSISSIPPI, DESOTO COUNTY  
I certify that the within instrument was filed for record at 10 o'clock 15 minutes A M. 18 day of Aug 1975, and that the same has been recorded in Book 189 Page 327 records of REAL ESTATE TRUST DEEDS of said County.

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

Fees \$ 5.00 pd.

*H. A. Ferguson* Clerk

FOR REAL ESTATE, CHATTEL OR BOTH

John V. Strickland, et ux,  
Grantors

To DEED OF TRUST  
W.E. Wilroy, Trustee for  
The Hernando Bank,  
Hernando, Mississippi,  
Beneficiary

THIS INDENTURE, Made this 15th day of August 1975

between John V. Strickland and wife, Michelle W. Strickland,  
parties  
of the first part,  
and The Hernando Bank, party  
of the second part,

WITNESSETH, That whereas, said parties of the first part, being indebted to the said party of the second part in the sum of Eleven thousand three hundred sixty dollars (\$11,360.00) evidenced by their one promissory note of like amount and even date herewith, bearing interest at the rate of 10% per annum from maturity, repayable in 83 monthly installments of \$135.00 each and 1 installment of \$155.00, with the first monthly installment due and payable on or before September 10, 1975, and one installment is due and payable on or before the 10th 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 1975, 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 W.E. Wilroy Trustee, the party of the first part have this day granted, bargained, and sold to the said Trustee the following described property, located in the County of DeSoto, and state of Mississippi, viz: All of the agricultural products of every kind that... on hand and all the crops of every kind to be grown by... and family, or any lands working with or under... either as landlord or tenant or otherwise, during the year 1975, on the land that... may cultivate, or come to be cultivated, as landlord or tenant and all... deeding implements of every kind and

TRACT I: Begin at a stake in the east-west half section line of Section 2, Township 3 South, Range 7 West, DeSoto County, Mississippi, 530 feet east of the north-south half section line of said section; thence north 544.5 feet on a line running parallel with said north-south half section line to a stake; thence east 633.62 feet on a line running parallel with the east-west half section line to a stake; thence south 244.5 feet on a line running parallel with the north-south half section line to a stake; thence west 475.62 feet on a line running parallel with the east-west half section line to a stake in the center of a gravel drive; thence southwestwardly 107.0 feet with the centerline of said driveway to a stake; thence south 200 feet on a line running parallel with the north-south half section line to a stake in the east-west half section line of said section; thence west 130 feet with said east-west half section line to the point of beginning and containing 4.5 acres. Right of ingress and egress along the presently located gravel drive which is permanent and runs with the land. 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.

This trust deed is second, junior and inferior to that certain trust deed of date August 21, 1972, and of record in Book 148, Page 189 of the real estate trust deed records of DeSoto County, Mississippi.

Should the Trustee at any time believe said property, or any part thereof, endangered as a security for said debt, he may then forthwith take possession of said property and sell the same as herein below directed. Should the party 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 party of the first part. In case of failure or inability on the part of said Trustee to execute the trust herein conferred, the party of the second part, its assigns or legal representatives, can at any time appoint a Trustee to act in his stead.

Witness OUR signature, S the date written above.  
John V. Strickland  
Michelle W. Strickland

STATE OF MISSISSIPPI, DESOTO COUNTY.  
Personally appeared before me the undersigned authority of said County, the within named John V. Strickland and wife, Michelle W. Strickland

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

GIVEN under my hand and official seal, this 15th day of August 1975  
MY COMMISSION EXPIRES: (SEAL) 11-16-76  
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, depose and say that he is the above named... whose name... subscribed thereto, sign and deliver the same to the said Trustee; that he, this deponent, subscribed his name as a witness thereto in the presence of the said... and that he sees the other... and that he sees the other...

STATE OF MISSISSIPPI, DESOTO COUNTY  
I certify that the within instrument was filed for record at 4:45 minutes A.M. 8 day of Aug 1975, and that the same has been recorded in Book 189 Page 330 records of REAL ESTATE TRUST DEEDS of said County.

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

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

CANCELLED BY AUTHORITY, RECORDED IN BOOK  
98 PAGE 452  
THIS 10 DAY OF June 1975  
W. E. Wilroy

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST

Class C

STATE OF MISSISSIPPI, } ss.  
DeSoto County.

KNOW ALL MEN BY THESE PRESENTS: That Peoples Bank & Trust, 67 E Pigeon Roost Ave.,  
Olive Branch, Miss 38654 the beneficiary, does hereby certify that a certain trust deed  
bearing date the 7th day of March 19 74, made and executed by Emerald O Alsup &  
Brenda L. Alsup of Olive Branch, Miss to Peoples Bank & Trust  
the above named beneficiary, and recorded in the office of the Chancery Clerk of DeSoto  
County, in the State of Mississippi in Real Estate Trust Deed Record No. 872 on page 284  
of the Record of Trust Deeds, on the 4th day of March A. D. 1974 is now fully paid  
and satisfied; and I do hereby authorize the Clerk of the Chancery Court of said DeSoto County  
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  
*[Signature]* Ass't. Cashier

STATE OF MISSISSIPPI, } ss.  
DeSoto County.

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

Given under my hand and seal of office this 12th day of August A. D. 19 75



*[Signature]*  
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY  
I certify that the within instrument was filed for record at 10 o'clock  
15 minutes A. M. 18 day of Aug 1975, and that the same has been  
recorded in Book 187 Page 331 records of REAL ESTATE TRUST DEEDS  
of said County.  
Witness my hand and seal this the 18 day of Aug 1975.

Fees \$2.50 pd.

SEAL *[Signature]* CLERK

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST

Class C

STATE OF MISSISSIPPI,  
DeSoto County.

KNOW ALL MEN BY THESE PRESENTS: That Peoples Bank & Trust, 67 E Pigeon Roost  
of Olive Branch, Miss 38654 the beneficiary, does hereby certify that a certain trust deed  
bearing date the 27 day of June 1974 made and executed by Gilbert L. Allen and  
Wilma L. Allen of Olive Branch, Miss to Peoples Bank & Trust  
the above named beneficiary, and recorded in the office of the Chancery Clerk of DeSoto  
County, in the State of Mississippi in Real Estate Trust Deed Record No. 177 on page 467  
of the Record of Trust Deeds, on the 17 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  
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 38654

Janice C. Payne  
Assistant Cashier

STATE OF MISSISSIPPI,  
DeSoto County.

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

Given under my hand and seal of office this 14th day of August A. D. 1975



Aurelia B. Jones

Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock  
15 minutes A M. 18 day of Aug 1975, and that the same has been  
recorded in Book 189 Page 332 records of REAL ESTATE TRUST DEEDS  
of said County.

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

Fees \$ 2.50 pd.

SEAL H. P. Ferguson, CLERK

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST

Class C

STATE OF MISSISSIPPI,  
DeSoto County.

KNOW ALL MEN BY THESE PRESENTS: That Peoples Bank & Trust, 67 East Pigeon Roost  
 of Olive Branch, Miss the beneficiary, does hereby certify that a certain trust deed  
 bearing date the 7th day of May 1973 made and executed by George S. McIngvale  
 of Hernando, Miss to Peoples Bank & Trust  
 the above named beneficiary, and recorded in the office of the Chancery Clerk of DeSoto  
 County, in the State of Mississippi in Real Estate Trust Deed Record No. 158 on page 427  
 of the Record of Trust Deeds, on the 8th day of May A. D. 1973, is now fully paid  
 and satisfied; and I do hereby authorize the Clerk of the Chancery Court of said DeSoto  
 County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of  
 said County also as provided by law.

Peoples Bank & Trust, Olive Branch, Miss.

*[Signature]*

STATE OF MISSISSIPPI,  
DeSoto County.

Personally came and appeared before me, the undersigned authority A Notary Public  
 in and for County and State aforesaid, James C. Payne who acknowledged that he signed and  
 delivered the above and foregoing instrument on the day and date for the purpose therein mentioned.

Given under my hand and seal of office this 15 day of August A. D. 1975



*[Signature]*  
My Commission Expires June 18, 1977

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 Aug 1975, and that the same has been  
recorded in Book 189 Page 333 records of REAL ESTATE TRUST DEEDS  
of said County.

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

Fees \$ 2.50 pd.

SEAL *[Signature]* CLERK

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST

Class C

STATE OF MISSISSIPPI,  
DeSoto County.

KNOW ALL MEN BY THESE PRESENTS: That Peoples Bank & Trust, 67 East Pigeon Roost  
 of Olive Branch, Miss the beneficiary, does hereby certify that a certain trust deed  
 bearing date the 9th day of Feb. 19 73, made and executed by George S. McIngvale  
 of Hernando, Miss to Peoples Bank & Trust  
 the above named beneficiary, and recorded in the office of the Chancery Clerk of DeSoto  
 County, in the State of Mississippi in Real Estate Trust Deed Record No. 154 on page 33  
 of the Record of Trust Deeds, on the 9th day of Feb., A. D. 19 73, is now fully paid  
 and satisfied; and I do hereby authorize the Clerk of the Chancery Court of said DeSoto  
 County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of  
 said County also as provided by law.

Peoples Bank & Trust, Olive Branch, Miss.

*James C. Payne*

STATE OF MISSISSIPPI,  
DeSoto County.

Personally came and appeared before me, the undersigned authority A Notary Public  
 in and for County and State aforesaid, James C. Payne who acknowledged that he signed and  
 delivered the above and foregoing instrument on the day and date for the purpose therein mentioned.

Given under my hand and seal of office this 15 day of August A. D. 1975



*Dany M. Loftin*  
My Commission Expires Jan. 18, 1977

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 Aug 1975, and that the same has been  
recorded in Book 189 Page 334 records of REAL ESTATE TRUST DEEDS  
of said County.

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

Fees \$ 2.50 pd.

SEAL *H. P. Ferguson* CLERK

ORDER TO CLERK TO CANCEL DEED OF TRUST Class C

STATE OF MISSISSIPPI, }  
DeSoto County. }

KNOW ALL MEN BY THESE PRESENTS: That Peoples Bank & Trust, 67 East Pigeon Roost  
of Olive Branch, Miss 38654 the beneficiary, does hereby certify that a certain trust deed  
bearing date the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, made and executed by Charles C. Keer and  
Lerah K. Horne of Olive Branch, Miss to Peoples Bank & Trust  
the above named beneficiary, and recorded in the office of the Chancery Clerk of DeSoto  
County, in the State of Mississippi in Real Estate Trust Deed Record No. 177 on page 569  
of the Record of Trust Deeds, on the 22nd 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.

Peoples Bank & Trust, Olive Branch, Miss.  
*[Signature]*

STATE OF MISSISSIPPI, }  
DeSoto County. }

Personally came and appeared before me, the undersigned authority A Notary Public  
in and for County and State aforesaid, James C. Payne who acknowledged that he signed and  
delivered the above and foregoing instrument on the day and date for the purpose therein mentioned.

Given under my hand and seal of office this 15 day of August A. D. 1975



*[Signature]*  
My Commission Expires Jan. 18, 1977

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 Aug 1975, and that the same has been  
recorded in Book 189 Page 335 records of REAL ESTATE TRUST DEEDS  
of said County.

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

Fees \$ 2.00 pd.

SEAL *[Signature]* CLERK

336

# DEED OF TRUST

STATE OF MISSISSIPPI

COUNTY OF Tate

ACCOUNT # 32017-6

WHEREAS, Willie Lee Smith and wife, Ethel Smith, 119 College Street, Hernando, Mississippi parties of the first part,

are justly indebted unto CITY FINANCE COMPANY OF MISSISSIPPI, INC., party of the second part, in the sum of

Two thousand two hundred thirty-two and no/100 DOLLARS  
(Total Amount of Note / Total of Payments)

(\$ 2,232.00) as evidenced by a promissory note dated August 8 19 75

with the Amount of Loan (Amount Financed) of \$ 1,478.15

Finance Charge (Precomputed Charges) of \$ 753.85

Annual Percentage Rate 29.07 %

and due and payable in 36 installments of \$ 62.00 each beginning September 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:

Lot 15 in College Cove Subdivision as appears in Flat Book 1 page 29 in the office of the Chancery Clerk of said County on Section 13, Township 3, Range 8.

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

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.



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 August, 19 75.

Witnesses: [Signature] [Signature] [Signature] [Signature]

STATE OF MISSISSIPPI  
 COUNTY OF Tata

Personally appeared before me, the undersigned authority in and for the above named county and state, the within named Willie Lee Smith and Ethel Smith, 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 August, 19 75.

[Signature]  
 Notary Public

My commission expires: AFFIDAVIT My Commission Expires May 8, 1979  
 STATE OF MISSISSIPPI  
 COUNTY OF \_\_\_\_\_

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

Sworn to and subscribed before me this the \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_.

My commission expires: \_\_\_\_\_  
 AFTER FILING, RETURN THIS DOCUMENT TO:  
 CITY FINANCE COMPANY OF MISSISSIPPI, INC.

Street Address or Post Office Box \_\_\_\_\_  
 City, State and Zip Code \_\_\_\_\_

**TRUST** \_\_\_\_\_ Trustee  
 \_\_\_\_\_ Clerk  
 \_\_\_\_\_ at the within named \_\_\_\_\_  
 \_\_\_\_\_ and in my office on \_\_\_\_\_, 19 75  
 and that the same \_\_\_\_\_  
 acknowledgement, \_\_\_\_\_ page \_\_\_\_\_  
 in my office, \_\_\_\_\_  
 official seal, this \_\_\_\_\_, 19 \_\_\_\_  
 \_\_\_\_\_ Clerk \_\_\_\_\_ D.C.

*City Finance Co.  
 300 E. Main St.  
 Senatobia, Miss.*

STATE OF MISSISSIPPI, DESOTO COUNTY  
 I certify that the within instrument was filed for record at 10 o'clock 15 minutes A M, 18 day of Aug, 1975, and that the same has been recorded in Book 189 Page 336 records of REAL ESTATE TRUST DEEDS of said County.

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

Fees \$ 3.00 pd.  
 SEAL [Signature] CLERK

Mississippi Bankers Association  
Form No. 1  
(Revised Dec. 1966)  
L A N D

THIS DEED OF TRUST BEING RE-RECORDED TO CORRECT ACKNOWLEDGMENT

## DEED OF TRUST LAND

THIS INDENTURE, this day made and entered into between

DAVID L. REGEL AND CAROLYN MURPHY REGEL

of the first part, hereinafter designated as the Grantor,

JAMES E. WOODS Trustee, of the second part, hereinafter designated as Trustee, and

PEOPLES BANK & TRUST of the third part, hereinafter designated as the Beneficiary.

WITNESSETH: That whereas the Grantor is justly indebted to the beneficiary in the full sum of  
TWO THOUSAND EIGHT HUNDRED FOUR DOLLARS AND 64/100-----DOLLARS  
(\$ 2804.64 ) evidenced by a promissory note of even date herewith in favor of  
the beneficiary, bearing interest at the rate of SIX per centum per annum after  
MATURITY, providing for the payment of attorney's fees in case of default and being due  
and payable as follows, to-wit:

DUE AND REPAYABLE IN FORTY EIGHT (48) MONTHLY INSTALLMENTS OF \$58.43 EACH,  
THE FIRST BEING DUE ON OR BEFORE THE FIFTH OF AUGUST (AUGUST 5, 1974).  
DUE AND REPAYABLE ON THE FIFTH OF EACH MONTH THEREAFTER UNTIL NOTE IS  
PAID IN FULL.

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

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

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

1½ ACRES MORE OR LESS IN THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 2,  
RANGE 6 WEST OF DESOTO COUNTY, MISSISSIPPI, DESCRIBED AS FOLLOWS; BEGINNING  
AT THE SOUTHEAST CORNER OF THAT CERTAIN THREE (3) ACRE TRACT CONVEYED TO  
MORRIS MURPHY BY DEED OF DATE DECEMBER 17, 1959, RECORDED IN BOOK 47,  
PAGE 395 OF THE DEED RECORDS OF DESOTO COUNTY, MISSISSIPPI; THENCE  
CONTINUING EAST ALONG THE SOUTH LINE OF THE SAID SECTION 210 FEET TO A  
POINT; THENCE NORTH 315 FEET TO A POINT; THENCE WEST 210 FEET TO A POINT;  
THENCE SOUTH 315 FEET TO THE POINT OF BEGINNING.

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

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary herein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment of interest as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other covenant herein contained, then and in that event the entire principal sum secured hereby with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, or the owner or holder of said note or notes, be and become at once due and payable, and the trustee herein named, or his successor or successors, shall, at the request of the beneficiary, or at the request of any owner or holder of the note or notes secured hereby, sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid. Such sale shall be made by giving notice of the time, place and terms of sale as required by Section 333 of the Mississippi Code of 1942 and amendments if any thereto; and the trustee shall make deed to the purchaser or purchasers. Should the beneficiary, or the owner or holder of the note or notes secured hereby be a corporation, then in such event a declaration of default to the trustee, and a request for sale hereunder, may be made by any officer thereof. If the land covered hereby is situated in two or more counties, or in two judicial districts of the same county, the trustee may sell the whole in any of the counties, or in either of the judicial districts of a county in which any part of the land lies. Out of the proceeds of sale the trustee shall first pay the cost of advertising and making the sale; and secondly, he shall pay whatever items may have been incurred and remain unpaid in the protection of this security; then he shall pay such of the items of indebtedness secured hereby as may be outstanding in the order of their maturity, and any balance remaining in his hands shall be delivered to the grantor, or to his proper representatives, agents or assigns.

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

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

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

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

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

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

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

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

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

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

IN TESTIMONY WHEREOF, witness the signature of the grantor this the 27<sup>th</sup> day of JUNE 19 74



*David L. Regel*  
 DAVID L. REGEL  
*Carolyn Murphy Regel*  
 CAROLYN MURPHY REGEL

STATE OF MISSISSIPPI,  
 COUNTY OF DeSoto

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 Aug, 1975, and that the same has been recorded in Book 189 Page 338 records of REAL ESTATE TRUST DEEDS of said County.

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

Fees \$ 5.00 pd.

SEAL *H. P. Ferguson* CLERK

Assignment of this Instrument Recorded in  
Real Estate TID Book  
No. 225 Page 6  
This the 11 day of May 1978  
H. J. Ferguson Clerk

341  
Assignment of this Instrument Recorded in  
Real Estate TID Book  
No. 201 Page 321  
This the 21 day of June 1976  
H. J. Ferguson Clerk

RECEIVED BY AUTHORITY RECORDED IN BOOK  
534 PAGE 667  
THIS 26 DAY OF Feb. 19 91  
W. E. Davis by Notary

## Deed of Trust

THIS DEED OF TRUST made and entered into on this the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_,  
by and between TWIN LAKES BAPTIST CHURCH, a Mississippi Corporation  
Walls, Mississippi

of the first part, hereinafter designated as the GRANTORS; JERRY H. BLOUNT, Trustee, of the  
second part, hereinafter designated as TRUSTEE; and CHURCH BUILDING & SAVINGS ASSOCIATION  
(A Mississippi Corporation)

of Jackson, Mississippi, of the third part, hereinafter designated as the BENEFICIARY.

WITNESSETH: That whereas the Grantors are justly indebted to the Beneficiary in the sum of EIGHTY-FIVE THOUSAND  
AND NO/100 \_\_\_\_\_ DOLLARS (\$ 85,000.00 ),  
evidenced by ONE certain promissory note of even date herewith, payable to said Beneficiary;

One promissory note in the face amount of \$85,000.00, with interest thereon from date at the rate of 9% per annum. Note is payable to the order of Church Building & Savings Association. Said principal and interest shall be payable, over a fifteen (15) years period, in monthly installments of \$862.13 each, commencing on the 1st day of September, 1975, and an installment of \$862.13 being due and payable on the 1st day of each month thereafter until the principal and interest are fully paid. As payments are made, the interest which has accrued to the time of payment shall be first paid, and the residue of such payments shall be placed to the payment of the principal. Note provides for prepayment and, also, for attorney's fees and all costs in event of default and if the note is placed in the hands of an attorney for collection.

said note or notes bearing interest from \_\_\_\_\_ date at the rate of 9% per centum per annum, and providing for attorney's fees for collection if not paid according to the terms thereof;

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

NOW, THEREFORE, in consideration of FIVE AND NO/100 (\$5.00) DOLLARS, to the undersigned Grantors this day paid by the aforesaid Trustee, the receipt of which is hereby acknowledged, the grantors do hereby convey and warrant unto the said Trustee, the following described land and property, together with all the hereditaments and appurtenances thereunto appertaining,

lying and being situated in the City or Town of \_\_\_\_\_ District  
of DeSoto County, State of Mississippi, and more particularly described as follows, to-wit:

BEGINNING at the intersection of the East R.O.W. of Twin Lake South Drive and the South R.O.W. of Nail Rd.; thence run S 89 degrees 59 minutes 30 seconds along the said South R.O.W. of Nail Rd. a distance of 600.19 feet to the intersection of the South R.O.W. of Nail Rd. and the West R.O.W. of Natchez Circle; thence run S 19 degrees 59 minutes 30 seconds W along the said R.O.W. of Natchez Circle, a distance of 83.35 feet to a point; thence continuing southwardly along the said West R.O.W. of Natchez Circle run a distance of 116.07 ft. to a point; thence continuing S 34 degrees 10 minutes 35 seconds E along the said West R.O.W. of Natchez Circle run 90.74 ft. to the Northeast corner of Lot 360 Twin Lakes Subdivision, Sec. E; thence run S 55 degrees 49 minutes 25 seconds W along the northernmost line of said Lot 360 a distance of 148.893 ft. to a point; thence S 86 degrees 30 minutes 17 seconds W a distance of 327.981 ft. to a point on the E R.O.W. of Twin Lakes Drive South; thence run northwardly along the East R.O.W. of Twin Lakes Drive South a distance of 175.22 ft. to a point; thence run N 24 degrees 47 minutes 00 seconds W along the E R.O.W. of Twin Lakes Drive South a distance of 238.04 ft. to the point of beginning, being in Section 6, Township 2 South, Range 8 West, DeSoto County, Mississippi.

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

First: This deed of trust secures not only the aforementioned indebtedness but also such future and additional advances as may be made to the grantors, or either of them, by the beneficiary in a sum not exceeding \$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.

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, 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 deed 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 sale as required by law, and make deed to the purchaser or purchasers thereof. Out of the proceeds arising from said sale, the costs and expenses of executing this Deed of Trust, including a ten per cent. (10%) trustee's fee, which is hereby agreed to be a reasonable trustee's fee, and the attorney's fee prescribed in said note or notes, shall first be paid, next the amount of said indebtedness then remaining unpaid shall be paid and lastly, any balance remaining shall be paid to the undersigned grantors or to their proper representatives, agents or assigns.

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

IN TESTIMONY WHEREOF, Witness the signature of the Grantors on this the day and date first above written.

ATTEST:

Mrs. Cheryl Holland  
Secretary

TWIN LAKES BAPTIST CHURCH

BY:

J. L. Sullivan  
J. L. Sullivan  
Herbert G. Norton  
Herbert G. Norton  
Larry C. Holland  
Larry C. Holland

Trustees

STATE OF MISSISSIPPI ~~MISSISSIPPI~~ TENNESSEE  
COUNTY OF SMELBY

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named J. L. SULLIVAN  
HERBERT G. NORTON, LARRY C. HOLLAND AND MRS. CHERYL HOLLAND  
who severally acknowledged that THEY signed and delivered the above and foregoing deed of trust on this day and year  
therein mentioned.

Given under my hand and official seal, this the 18th day of August  
Robert S. Estep  
Notary Public  
My Commission expires 9-11-78



STATE OF MISSISSIPPI ~~MISSISSIPPI~~ TENNESSEE  
COUNTY OF DE SOTO ~~SMELBY~~

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named J. L. Sullivan,  
Herbert G. Norton, Larry C. Holland and Mrs. Cheryl Holland  
who severally acknowledged that they are Trustees and Secretary respectively of  
Twin Lakes Baptist Church a corporation, and that for and on behalf of said corporation and  
as its act and deed, they signed, sealed and delivered the above and foregoing instrument of writing on the day and in the year  
therein mentioned, they having been first duly authorized so to do.

Given under my hand and official seal, this the 18th day of August  
Robert S. Estep  
Notary Public  
My Commission expires 9-11-78



STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 2 o'clock  
0 minutes P. M. 18 day of Aug 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 18 day of Aug 1975.  
Fees \$ 5.00 and.

SEAL H. P. Ferguson CLERK

Filed for  
Clerk  
Count  
M. on  
19.75  
day of  
Clerk  
D. C.



Substitution of Trustee  
~~Assignment of this Instrument~~ Recorded in  
Real Estate Trust Deed Book  
No. 276 Page 181  
This the 25 day of Aug. 19 81  
H.D. Ferguson *clerk*

2

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, August 15, 1975,  
(Date)

by and between the undersigned \_\_\_\_\_

EARTHA L. CLARK, A Single Person,

residing in DeSoto County, Mississippi, whose post office

address is Route 1, Box 40 - Nesbit Mississippi 38651

grantor(s), herein called "Borrower," and \_\_\_\_\_

AARON R. GOOLSBY,

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

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

<u>Date of Instrument</u>	<u>Principal Amount</u>	<u>Annual Rate of Interest</u>	<u>Due Date of Final Installment</u>
<u>August 15, 1975</u>	<u>\$20,150.00</u>	<u>8-1/8%</u>	<u>August 15, 2008</u>

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 No. 14, Oak Grove Subdivision, Revised Plat, in Section 13, Township 3 South, Range 8 West, (DeSoto County, Mississippi), as recorded in Plat Book 13, Page 38 in the Office of the Chancery Clerk of DeSoto County, Mississippi; to which plat reference is made for a more particular description of said lot.

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

Substitution of Trust  
~~Assignment of this Instrument~~ Recorded in  
Real Estate Trust Deed Book  
No. 294 Page 601  
This the 29 day of Mar. 19 83  
H.D. Ferguson *clerk*

346

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.

*Eartha L. Clark*  
 Eartha L. Clark, A Single Person

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 EARTHA L. CLARK, A Single Person,

and she who acknowledged that she signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and official seal this 15<sup>th</sup> day of August, 1975.

*William H. Ferguson*  
 (Signature)

NOTARY PUBLIC  
 (Title)



STATE OF MISSISSIPPI, DESOTO COUNTY  
 I certify that the within instrument was filed for record at 10 o'clock 55 minutes A M. 19<sup>th</sup> day of August 1975, and that the same has been recorded in Book 189 Page 345 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 19<sup>th</sup> day of August 1975.  
 Fees \$5.00 pd.

SEAL *W. H. Ferguson* CLERK

Assignment of this instrument Recorded in  
Real Estate Title Book  
422 page 131  
This the 1st day of Dec 19 87  
H.D. Ferguson Clerk

2 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, August 18, 1975,  
(Date)

by and between the undersigned  
ANDREW MILLER and wife, SANDRA C. MILLER,

residing in DeSoto County, Mississippi, whose post office

address is 169 College - 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:

<u>Date of Instrument</u>	<u>Principal Amount</u>	<u>Annual Rate of Interest</u>	<u>Due Date of Final Installment</u>
<u>August 18, 1975</u>	<u>\$18,390.00</u>	<u>8-1/8%</u>	<u>August 18, 2008</u>

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 No. 17, Oak Grove Subdivision, Revised Plat, in Section 24,  
Township 3 South, Range 8 West (DeSoto County, Mississippi), as  
recorded in Plat Book 13, Page 38 in the Office of the Chancery  
Clerk of DeSoto County, Mississippi; to which plat reference is  
made for a more particular description of said lot.

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

CANCELLED BY AUTHORITY RECORDED IN BOOK  
696 PAGE 450

THIS 1 DAY OF April 19 74

W. E. Lewis  
CHANCERY CLERK  
By B. Cleveland

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.

Andrew Miller  
Andrew Miller

Sandra C. Miller  
Sandra C. Miller

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 ANDREW MILLER

and SANDRA C. MILLER, his wife, who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and official seal this 18<sup>th</sup> day of August, 1975.



William H. Ferguson  
(Signature)

NOTARY PUBLIC  
(Title)

My Commission Expires: My Commission Expires May 15, 1979

STATE OF MISSISSIPPI, DESOTO COUNTY  
I certify that the within instrument was filed for record at 10 o'clock 55 minutes A M. 19<sup>th</sup> day of August 1975, and that the same has been recorded in Book 189 Page 349 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 19<sup>th</sup> day of August 1975.  
Fees \$5.00 pd.

SEAL H. P. Ferguson, CLERK



FULLY SATISFIED THIS 13 DAY OF July UNITED STATES OF AMERICA, FARMERS HOME ADMINISTRATION, BY Jerry P. Rogyan COUNTY SUPERVISOR, PURSUANT TO AUTHORITY CONTAINED IN 19 F.R. 74, 75; 20 F.R. 321; 20 F.R. 4885  
ATTEST: H. B. Ferguson, CO  
By D. W. McClain, D.C.

USDA-FHA  
Form FHA 427-1 MS  
(Rev. 9-7-71)

Position 5

REAL ESTATE DEED OF TRUST FOR MISSISSIPPI  
(INSURED LOANS TO INDIVIDUALS)

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

by and between the undersigned \_\_\_\_\_  
DAVID R. LOWERY and wife, DIXIE S. LOWERY,

residing in Shelby \_\_\_\_\_, Tennessee,  
County, Mississippi whose post office

address is 1148 Will Scarlett St.; Memphis, Tennessee \_\_\_\_\_, 38111.

grantor(s), herein called "Borrower," and \_\_\_\_\_  
AARON R. GOOLSBY,

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

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

<u>Date of Instrument</u>	<u>Principal Amount</u>	<u>Annual Rate of Interest</u>	<u>Due Date of Final Installment</u>
<u>August 15, 1975</u>	<u>\$23,400.00</u>	<u>8-1/8 %</u>	<u>August 15, 2008</u>

And the note evidences a loan to Borrower, and the Government, at any time, may assign the note and insure the payment thereof pursuant to the Consolidated Farmers Home Administration Act of 1961, or Title V of the Housing Act of 1949; And when payment of the note is insured by the Government, the Government may retain the right to a specified portion of the payments on the note;

And a condition of the insurance of payment of the note will be that the holder will forego his rights and remedies against Borrower and any others in connection with the loan evidenced thereby, as well as any benefit of this instrument, and will accept the benefits of such insurance in lieu thereof, and upon the Government's request will assign the note to the Government;

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

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

DeSOTO  
Lot No. 696, 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.

...of 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.

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

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

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

- (1) To pay promptly when due any indebtedness to the Government hereby secured and to indemnify and save harmless the Government against any loss under its insurance of payment of the note by reason of any default by Borrower. At all times when the note is held by an insured holder, Borrower shall continue to make payments on the note to the Government, as collection agent for the holder.
- (2) To pay to the Government such fees and other charges as may now or hereafter be required by regulations of the Farmers Home Administration.
- (3) At all times when the note is held by an insured holder, any amount due and unpaid under the terms of the note to which the holder is entitled may be paid by the Government to the holder of the note for the account of Borrower. Any amount due and unpaid under the terms of the note, whether it is held by the Government or by an insured holder, may be credited by the Government on the note and thereupon shall constitute an advance by the Government for the account of Borrower. Any advance by the Government as described in this paragraph shall bear interest at the note rate from the date on which the amount of the advance was due to the date of payment to the Government, provided that Borrower shall be required to pay interest on only the principal portion of such advance unless otherwise provided in the regulations of the Farmers Home Administration.
- (4) Whether or not the note is insured by the Government, the Government may at any time pay any other amounts required herein to be paid by Borrower and not paid by him when due, as well as any costs and expenses for the preservation, protection, or enforcement of this lien, as advances for the account of Borrower. All such advances shall bear interest at the rate borne by the note which has the highest interest rate.
- (5) All advances by the Government as described in this instrument, with interest, shall be immediately due and payable by Borrower to the Government without demand at the place designated in the latest note and shall be secured hereby. No such advance by the Government shall relieve Borrower from breach of his covenant to pay. Any payment made by Borrower may be applied on the note or any indebtedness to the Government secured hereby, in any order the Government determines.

- (6) To use the loan evidenced by the note solely for purposes authorized by the Government.
- (7) To pay when due all taxes, liens, judgments, encumbrances, and assessments against the property and promptly deliver to the Government without demand receipts evidencing such payments.
- (8) To keep the property insured as required by and under insurance policies approved by, delivered to, and retained by the Government.
- (9) To maintain improvements in good repair and make repairs required by the Government; operate the property in a good and husbandlike manner; comply with such farm conservation practices and farm and home management plans as the Government from time to time may prescribe; and not to abandon the property, or cause or permit waste, lessening or impairment of the security covered hereby, or, without the written consent of the Government, cut, remove, or lease any timber, gravel, oil, gas, coal, or other minerals except as may be necessary for ordinary domestic purposes.
- (10) To comply with all laws, ordinances, and regulations affecting the property.
- (11) To pay or reimburse the Government for expenses reasonably necessary or incidental to the protection of the lien and priority hereof and to the enforcement of or the compliance with the provisions hereof and of the note and any supplementary agreement (whether before or after default), including but not limited to costs of evidence of title to and survey of the property, costs of recording this and other instruments, attorneys' fees, trustees' fees, court costs, and expenses of advertising, selling, and conveying the property.
- (12) Neither the property nor any portion thereof or interest therein shall be leased, assigned, sold, transferred, or encumbered, voluntarily or otherwise, without the written consent of the Government. The Government shall have the sole and exclusive rights as mortgagee hereunder, including but not limited to the power to grant consents, partial releases, subordinations, satisfaction, and no insured holder shall have any right, title or interest in or to the lien or any benefits hereof.
- (13) At all reasonable times the Government and its agents may inspect the property to ascertain whether the covenants and agreements contained herein or in any supplementary agreement are being performed.
- (14) The Government may extend and defer the maturity of and renew and reamortize the debt evidenced by the note or any indebtedness to the Government secured hereby, release from liability to the Government any party so liable thereon, release portions of the property from and subordinate the lien hereof, and waive any other rights hereunder, without affecting the lien or priority hereof or the liability to the Government of Borrower or any other party for payment of the note or indebtedness secured hereby except as specified by the Government in writing.
- (15) If at any time it shall appear to the Government that Borrower may be able to obtain a loan from a production credit association, a Federal land bank, or other responsible cooperative or private credit source, at reasonable rates and terms for loans for similar purposes and periods of time, Borrower will, upon the Government's request, apply for and accept such loan in sufficient amount to pay the note and any indebtedness secured hereby and to pay for any stock necessary to be purchased in a cooperative lending agency in connection with such loan.
- (16) The power to appoint a substitute trustee is hereby granted to the Government and its assigns, to be exercised at any time hereafter, without notice and without specifying any reason therefor, by filing for record in the office where this instrument is recorded an instrument of appointment, whereupon the substitute trustee shall succeed to all the estates, rights, powers, and trusts herein granted to or vested in Trustee, and the former trustee or substitute trustee shall be divested thereof, and notice of the exercise of this power and any requirement of, or right to require, a bond from any trustee hereunder, are hereby waived.
- (17) Default hereunder shall constitute default under any other real estate, or under any personal property or other, security instrument held or insured by the Government and executed or assumed by Borrower, and default under any such other security instrument shall constitute default hereunder.
- (18) SHOULD DEFAULT occur in the performance or discharge of any obligation secured by this instrument, or should any one of the parties named as Borrower die or be declared an incompetent, a bankrupt, or an insolvent, or make an assignment for the benefit of creditors, the Government, at its option, with or without notice, may: (a) declare the entire amount unpaid under the note and any indebtedness to the Government hereby secured immediately due and payable, (b) for the account of Borrower incur and pay reasonable expenses for repair or maintenance of and take possession of, operate or rent the property, (c) upon application by it and production of this instrument, without other evidence and without notice of hearing of said application, have a receiver appointed for the property, with the usual powers of receivers in like cases, and (d) authorize and request Trustee to foreclose this instrument and sell the property as provided by law.
- (19) Upon default aforesaid, at the request of the Government, Trustee may foreclose this instrument by advertisement and sale of the property as provided by law, for cash or secured credit at the option of the Government, personal notice of which sale need not be served on Borrower, such sale may be adjourned from time to time without other notice than oral proclamation at the time and place appointed for such sale and correction made on the posted notices; and at such sale the Government and its agents may bid and purchase as a stranger; Trustee at his option may conduct such sale without being personally present, through his delegate authorized by him for such purpose orally or in writing, and Trustee's execution of a conveyance of the property or any part thereof to any purchaser at foreclosure sale shall be conclusive evidence that the sale was conducted by Trustee personally or through his delegate duly authorized in accordance herewith. If the property is situated in two or more counties, the sale may be held in any one of such counties selected by the Government in its sole discretion.
- (20) The proceeds of foreclosure sale shall be applied in the following order to the payment at: (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) As against the debt evidenced by the note and any indebtedness to the Government hereby secured, with respect to the property, Borrower (a) hereby relinquishes, waives, and conveys all rights, inchoate or consummate, of descent, dower, curtesy, homestead, valuation, appraisal, and exemption, to which Borrower is or becomes entitled under the laws and constitution of the jurisdiction where the property lies, and (b) hereby agrees that any right provided by such laws or constitution for redemption or possession following foreclosure sale shall not apply, and that no right of redemption or possession shall exist after foreclosure sale.

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

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

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

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

*David R. Lowery*  
David R. Lowery  
*Dixie S. Lowery*  
Dixie S. Lowery

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 DAVID R. LOWERY and DIXIE S. LOWERY, his wife, who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and official seal this 15th day of August, 1975.



*William H. Ferguson*  
(Signature)  
NOTARY PUBLIC  
(Title)

GPO 824-792

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 55 minutes A.M. 19th day of August 1975, and that the same has been recorded in Book 189 Page 353 records of REAL ESTATE TRUST DEEDS of said County.

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

Fees \$ 5.00 pd.

SEAL *H. P. Ferguson* CLERK

Assignment of this instrument Recorded in  
Real Est T/D Book  
 No. 335 Page 240  
 This the 2 day of April 1985  
H. D. Ferguson Clerk  
 DS.

Assignment of this instrument Recorded in  
Real Estate T/D Book  
 No. 299 Page 205  
 This the 5 day of July 1983  
H. G. Ferguson Clerk

CANCELLED BY AUTHORITY RECORDED IN BOOK  
 136 PAGE 178  
 THIS 17 DAY OF NOV 19 94  
W. E. Davis  
 CHANCERY CLERK  
by D. Mahan

**DEED OF TRUST**

THIS DEED OF TRUST is made this 18th day of August, 1975, among the  
 Grantor, H. R. GARNER (a/k/a Harry Randolph Garner) and wife, LOTTIE HOLCOMB  
GARNER  
JOE M. HUDSPETH (herein "Borrower"),  
 (herein "Trustee"),  
 and the Beneficiary, NORTH MISSISSIPPI SAVINGS & LOAN ASSOCIATION, a corporation organized  
 and existing under the laws of The State of Mississippi, whose address is  
Hernando, Mississippi (herein "Lender").

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

Lying and being situated in Township 2 South, Range 7 West, situated in  
 Section 36, County of DeSoto, State of Mississippi and being more particularly  
 described as: Lot No. 8, Dixie Hills Estate Subdivision, Section 36,  
 Township 2 South, Range 7 West, DeSoto County, Mississippi, as shown on  
 plat appearing of record in Plat Book 10, Pages 19-21 in the Office of the  
 Chancery Clerk of DeSoto County, Mississippi.

Together with all improvements and appurtenances thereunto belonging.

The right is reserved to prepay the outstanding principal balance at any time  
 with a penalty of five percent (5%) of the unpaid principal balance if prepaid  
 during the first year; decreasing one percent (1%) each year thereafter to  
 one percent (1%) of the unpaid principal balance if prepaid during the fifth  
 year; with no penalty thereafter.

(In the event the installments on the indebtedness secured hereby are not  
 paid within 15 days after the due date, the obligors shall be responsible for  
 a late charge equal to \$5.00 or 5% of the installment of principal and interest,  
 whichever is greater.)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**7. Protection of Lender's Security.** If Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or if any action or proceeding is commenced which materially affects Lender's interest in 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.

*H. R. Garner*  
H. R. GARNER —Borrower  
*Lottie Holcomb Garner*  
LOTTIE HOLCOMB GARNER —Borrower

Route 3 - DH (Lot #8)  
Hernando, Mississippi 38632  
Property Address

STATE OF MISSISSIPPI, DESOTO COUNTY SS:

Personally appeared before me, the undersigned authority in and for said County and State, the within named H. R. GARNER and wife, LOTTIE HOLCOMB GARNER 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 19<sup>th</sup> day of August, A.D., 19 75.

My Commission expires: By Commission Expires May 15, 1979  
*William H. [Signature]*  
Notary Public



STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock and 50 minutes A.M. 19

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 50 minutes A M. 19<sup>th</sup> day of August 1975, and that the same has been recorded in Book 189 Page 357 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 19<sup>th</sup> day of August 1975.

Fees \$ 5.00 pd.

SEAL *H. P. Ferguson* CLERK



CANCELLED BY AUTHORITY RECORDED IN BOOK  
305 PAGE 213  
12 DAY OF Oct. 19 83  
H. D. Ferguson  
CHANCERY CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK  
204 PAGE 307  
THIS 28 DAY OF Sept. 19 76  
H. D. Ferguson  
CHANCERY CLERK

Refer to:  
Recent Dets of Mississippi, Inc.  
Suite 922 - 100 N. Main  
Memphis, Tn. 38103

### DEED OF TRUST

THIS DEED OF TRUST made and entered into this 15th day of Aug. 19 75 by  
and between Charles F. Harberson and wife Alice Marie Harberson hereinafter called the Grantor(s);  
Warren Finch hereinafter called the Trustee; Homemakers  
Finance Service, Inc., a New York Corporation, and having its business office and post office address at 1389 Stateline Rd., P.O. Box 213  
Southaven, Miss. 38671

WHEREAS the Grantors are justly indebted to the Beneficiary in the full sum of Six Thousand Six Hundred Twenty Four Dollars & 00/100 DOLLARS (\$6624.00) evidenced by promissory note of even date herewith payable to the Beneficiary, at the office of the Beneficiary stated above, or at such place as the holder may designate, in writing, in 48 monthly installments of \$ 138.00 each commencing on the 25th day of Sept. 19 75 and like payments on the same day of each successive month thereafter until paid in full, said note bearing interest from maturity at the rate of six per centum per annum, and providing for attorney's fees for collection if not paid according to the terms thereof. The Beneficiary may collect a "late charge" not to exceed 5% of the amount of the delinquent payment or \$5.00, whichever is the lesser sum.

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

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

Lot 115, Section B, Twin Lakes Subdivision in Section 6, Township 2 South, Range 8 West, DeSoto County, Mississippi, as shown on a map or plat thereof recorded in Plat Book 7, page 52 in office of Chancery Clerk, DeSoto County, Mississippi, to which plat reference is hereby made for a more particular description of said property.

The undersigned consent(s) that the undersigned has/have exclusive and unconditional title to and possession of the above described property; that there are no liens, claims or encumbrances against same, or any part thereof, other than as shown herein.

This conveyance, however, is in trust, and should the undersigned pay the aforesaid note at maturities and otherwise perform all the terms and conditions thereof, this conveyance shall be void; otherwise, and in the event that the undersigned should fail to pay said indebtedness, or any installment or part thereof, at maturities, or should otherwise fail to perform any of the terms and conditions of said note, then said Trustee shall, upon demand of said beneficiary, its successors or assigns, whether or not all of said indebtedness shall have become due, sell, at public outcry, to the highest bidder for cash, within legal hours, and at the courthouse of the aforesaid county (or if there be two judicial districts in said county, then at the courthouse in the judicial district in which said lands are situated), the aforesaid property, after having advertised said sale by publishing notice of the time, place, and terms of such sale in some newspaper having general circulation in said county and qualified to publish same, for three consecutive weeks preceding such sale, and by posting one notice thereof for said time, at said courthouse at which said property is to be sold, and out of the proceeds of such sale, the lawful costs and expenses of foreclosure and sale, including the attorney's fees specified in the note, and a reasonable and lawful Trustee's fee therefor shall be first paid, which trustee's fee is hereby agreed shall be 15% of the principal amount of the note(s) hereby secured and remaining due and unpaid and which amount shall be in addition to the attorney's fees the collection provided in said note(s), next, the amount remaining owing under the aforesaid notes shall be paid to the beneficiary herein; and lastly, any balance remaining shall be paid to the undersigned. Any such sale may be held on any secular day.

It is agreed that all buildings on said property shall be kept fully insured from loss by fire and windstorm, and from such other casualties as may be required by said beneficiary, its successors or assigns, for the benefit of the said beneficiary and payable to it in the event of loss, as its interest may appear, but application, at the option of said beneficiary, to the repairing, reconditioning, reconstruction or replacement of the aforesaid property or to any balance remaining outstanding on the aforesaid note, or other said indebtedness, whether all thereof be then due or not; and that all taxes and other charges maturing from time to time on said property shall be kept promptly paid. In event of loss the Grantor will give immediate notice by mail to the Beneficiary, who may make proof of loss if not made promptly by the Grantor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Beneficiary instead of to the Grantor and the Beneficiary jointly, and the insurance proceeds, or any part thereof, may be applied by the Beneficiary at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this Deed of Trust or other transfer of title to the said premises in extinguishment of the indebtedness secured hereby, all right, title, and interest of the Grantor in and to any insurance policies then in force shall pass to the purchaser or grantee. In event the undersigned shall neglect or refuse to obtain said insurance or pay said taxes and other charges, then said beneficiary may, at its option, but is not required to, obtain such insurance and pay all such taxes and other charges, either or all; and all sums of money expended therefor are hereby secured by this Deed of Trust, and shall be repayable with interest at 8% per annum from dates of such payments, upon demand of said beneficiary, and may be retained by said beneficiary from the proceeds of any sale of said property herein authorized. Neither the Trustee nor the beneficiary shall have any obligation to pay taxes, or other said charges, or procure insurance herein provided for; and in case any insurance procured by cancelled or otherwise expire, the said Trustee and beneficiary are hereby specifically relieved of any liability or obligation to procure other insurance, and shall have no further obligation to the undersigned in reference thereto, except the return of any unearned premium held. For default in either of said matters, the Trustee may make sale of said property, upon demand of said beneficiary, its successors or assigns, and apply the proceeds received therefrom, all as hereinbefore provided in event of default in payment of said note by the undersigned.

The Grantor hereby assigns to the Beneficiary any and all rents on the premises covered hereby and authorizes the Beneficiary, by its agents, to take possession of said premises at any time there is any default in the payment of the debt hereby secured or in the performance of any obligation herein contained, and rent the same for the account of the Grantor, and to deduct from such rents all costs of collection and administration and to apply the remainder of the same on the debt hereby secured. The Grantor further covenants and agrees that in case of a sale, as hereinabove provided, the Grantor or any person in possession under the Grantor, shall then become and be tenants holding over and shall forthwith deliver possession to the purchaser at such sale, or be summarily dispossessed in accordance with the provisions of law applicable to tenants holding over. The lien of this instrument shall remain in full force and effect during any postponement or extension of the time of payment of the indebtedness or any part thereof secured hereby. The Grantor(s) waive the provisions of Chapter 248, Laws of Mississippi of 1934, and amendatory thereof, if any, as far as said Section restricts the right of the trustee to offer at sale more than one hundred and sixty acres at a time, and the trustee may offer the property herein conveyed as a whole regardless of the manner in which it may be described. The Grantor(s) agrees to pay all usual and necessary costs incident to the cancellation upon the record or records of this deed of trust after the indebtedness hereby secured has been paid in full. In the event the property described herein shall be subject to or become subject to an oil, gas or mineral lease, then the Grantors herein assign to the beneficiary herein named, its successors or assigns, all rents and/or royalties accruing under said lease(s) until the indebtedness hereby secured is extinguished in full.

Grantors covenant at all times to do all things necessary to defend the title to all of the mortgaged property, but the holder shall have the right, at any time, to intervene in any suit affecting such title and to employ independent counsel in connection with any such suit to which it may be a party by intervention or otherwise, and upon demand Grantors agree to pay the holder all reasonable expenses paid or incurred by it in respect of any such suit affecting title to any such property, or affecting the holder's liens or rights hereunder, including reasonable fees to the holder's attorneys, and Grantors will indemnify and hold the holder harmless from and against any and all such costs and expenses, including, but not limited to any and all cost, loss, damage or liability which it may ever suffer or incur on account of the failure or inability of Grantors for any reason, to convey the rights, titles and interests which this deed of trust purports to convey. Grantors covenant at any time and from time to time, upon request by the holder, at Grantors' expense, forthwith to execute and deliver to the holder, for the benefit of all holders, if there be more than one, any and all additional instruments and further assurances as may be necessary or proper, in the holder's opinion, to effect the intent of these presents, and to continue with due diligence to cure, to the satisfaction of such holder's attorneys, all objections and meet all requirements heretofore or hereafter made by said attorneys in connection with the loan hereby secured, or the titles to the mortgaged property. In the event that this deed of trust is subordinate to any other deed of trust or lien of any kind, the beneficiary may, in the event of a default in the performance of any covenant or agreement in the prior deed of trust or in the event of default in payment of any indebtedness secured by any other prior lien when due, at its option, declare the entire indebtedness secured by this deed of trust immediately due, and payable, or the beneficiary may perform any such defaulted covenant or agreement to such extent as the beneficiary may determine or pay any part of the indebtedness which is in default, with resultant right of subrogation, and the beneficiary shall have a lien for the same with interest at the rate of eight per centum [8%] per annum from date until paid, and the trustee shall have all of the powers of sale or otherwise, in reference to said payments as for default in the payments of the original indebtedness secured by this deed of trust, and the failure to promptly repay the Beneficiary any monies so expended, upon demand, shall render the whole indebtedness herein secured, at the option of the legal holder of said indebtedness, immediately due and payable.

If default be made in any payment of any installment of principal or interest or of any indebtedness herein provided for when the same may become due and payable, then the whole of the indebtedness secured in and by this instrument may, at the option of the beneficiary, and without notice to the Grantors, be declared immediately due and payable. A failure on the part of the beneficiary to exercise any option herein contained in the event of default being made, shall not constitute a waiver of the beneficiary's right to exercise said option in the event of any subsequent default.

In case the Grantors or either of them, or their vendees of the property herein conveyed, immediate or remote, should become insolvent, or apply to a bankruptcy court to be adjudicated a voluntary bankrupt, or proceedings be instituted to put them in involuntary bankruptcy, or should any proceedings be taken against the grantors, or their said vendees, immediate or remote, or either of them, looking to the appointment of a receiver, assignee, or trustee, then, and in either or any such case, all rents becoming due thereafter on the property herein conveyed shall be due and payable to the beneficiary herein, to be applied on the indebtedness secured hereby, and the whole indebtedness hereby secured, may, at the option of the said Beneficiary, or any holder of said indebtedness, be declared due and payable.

It is hereby agreed that all of the provisions of this deed of trust shall apply to and secure any and all other obligations of the undersigned, or either of them, owing to, or guaranteed by, the beneficiary herein, prior to the payment of the above described note; irrespective of whether or not said obligation or obligations were incurred prior to or subsequent to the date of the indebtedness secured hereby.

Any and all acts authorized herein on the part of the beneficiary, if it be a corporation, may be performed by it, acting through any of its officers; and should any successor or assign of said beneficiary be a corporation, then such acts may likewise be performed by such corporation acting through any of its officers. The Trustee herein may act through an agent or attorney-in-fact designated by him and such designation need not be filed for record.

The said beneficiary, its successors, assigns, or legal representatives, or any owner of the above mentioned note, or either of them, are hereby authorized to appoint, in writing, successive or substitute trustees in place of the Trustee hereinabove named, or the successor or successors of such Trustee, if from any cause the above named Trustee, or the successor or successors of such Trustee, shall not be present, able and willing to execute the trust granted hereunder or to act in the premises, or if said beneficiary, its successors, assigns or legal representatives, or any owner of the aforesaid note, or either of them, shall for any reason desire so to do.

Witness the signature of the undersigned on the day, month and year first above set forth.

Witness Waverly Smith

Charles F. Harberson

Witness Alice Marie Harberson

Alice Marie Harberson

Witness

STATE OF MISSISSIPPI, DeSOTO COUNTY

Witness

I certify that the within instrument was filed for record at 11 o'clock and 25 minutes A M 19

Witness

day of August 1975 and that the same has been recorded in Book No. \_\_\_\_\_

STATE OF MISSISSIPPI  
COUNTY OF DeSoto

Page \_\_\_\_\_ records of \_\_\_\_\_  
Trust Deeds of said County.

Witness my hand and seal this \_\_\_\_\_

This day personally appeared before me, the undersigned authority in and for the above stated jurisdiction, 19 day of \_\_\_\_\_, Charles F. Harberson and wife Alice Marie Harberson, who acknowledge

that they \_\_\_\_\_ signed and delivered the above and foregoing instrument on the day and year therein named as their \_\_\_\_\_ free and voluntary act and deed.

Given under my hand and official seal, this the 18th Aug. day of A.D. 19 75

Fanny R  
CLERK



STATE OF MISSISSIPPI, DeSOTO COUNTY  
I certify that the within instrument was filed for record at 11 o'clock 25 minutes A M 19th day of August 1975, and that the same has been recorded in Book 189 Page 361 records of REAL ESTATE TRUST DEEDS of said County.

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

Fees \$ 3.50 pd.  
H. P. Ferguson CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK

222 PAGE 159  
28 DAY OF Feb. 19 28

*A. H. Ferguson*  
CHANCERY CLERK

Mississippi Bankers Association  
Form No. 1  
(Revised Oct. 1966)  
L. A. N. D.

### DEED OF TRUST LAND

THIS INDENTURE, this day made and entered into between Gary L. Lisco and wife,  
Lucy Jane Lisco

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  
Thirty One Thousand Two Hundred and No/100 ----- DOLLARS  
(\$ 31,200.00 ) evidenced by promissory note of even date herewith in favor of  
the beneficiary, bearing interest at the rate of 10 per centum per annum after  
maturity, providing for the payment of attorney's fees in case of default and being due  
and payable as follows, to-wit:

Due and payable in one hundred twenty (120) monthly installments of principal and  
interest in the amount of Two Hundred Sixty and No/100 - -Dollars (\$260.00) each,  
with the first of said monthly installments being due and payable on or before the  
20th day of September, 1975, and one of said monthly installments being due and  
payable on or before the same day of each consecutive month thereafter, until all  
of said indebtedness shall be paid in full, with interest from maturity at the rate  
of ten percent (10%) per annum.

This Trust Deed is in renewal and extension of a prior Trust Deed in favor of  
The Hernando Bank dated January 24th, 1975 recorded in Book No.183, Page 18,  
Real Estate Trust Deed records of DeSoto County, Mississippi on the 28th of  
January, 1975.

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

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

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

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

Lots 335 and 336 in Section C of Buena Vista Lakes Subdivision as shown on plat  
appearing of record in Plat Book 5, Page 18 in the Chancery Court Clerk's Office  
of DeSoto County, Mississippi, to which recorded plat reference is made for a  
more particular description, said lot being situated in Section 13, Township 4,  
Range 8 West.

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

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary herein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment of interest as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other covenant herein contained, then and in that event the entire principal sum secured hereby with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, or the owner or holder of said note or notes, be and become at once due and payable, and the trustee herein named, or his successor or successors, shall, at the request of the beneficiary, or at the request of any owner or holder of the note or notes secured hereby, sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid. Such sale shall be made by giving notice of the time, place and terms of sale as required by Section 388 of the Mississippi Code of 1942 and amendments if any thereto, and the trustee shall make deed to the purchaser or purchasers. Should the beneficiary, or the owner or holder of the note or notes secured hereby be a corporation, then in such event a declaration of default to the trustee, and a request for sale hereunder, may be made by any officer thereof. If the land covered hereby is situated in two or more counties, or in two judicial districts of the same county, the trustee may sell the whole in any of the counties, or in either of the judicial districts of a county in which any part of the land lies. Out of the proceeds of sale the trustee shall first pay the cost of advertising and making the sale; and secondly, he shall pay whatever items may have been incurred and remain unpaid in the protection of this security; then he shall pay such of the items of indebtedness secured hereby as may be outstanding in the order of their maturity, and any balance remaining in his hands shall be delivered to the grantor, or to his proper representatives, agents or assigns.

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

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

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

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

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

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

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

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

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

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

IN TESTIMONY WHEREOF, witness the signature of the grantor this the 15th day of Aug. 1975

*Gary L. Lisco*  
Gary L. Lisco

*Lucy Jane Lisco*  
Lucy Jane Lisco

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

Gary L. Lisco and wife, Lucy Jane Lisco

who severally acknowledged that

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

Given under my hand and official seal, this the 15th day of Aug 1975

My Commission Expires Jan. 7, 1978

My Commission Expires:

*Edward M. Burke*  
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. 19th day of August 1975, and that the same has been  
recorded in Book 189 Page 363 records of REAL ESTATE TRUST DEEDS  
of said County.

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

Fee \$ 5.00 pd.

SEAL

*H. P. Ferguson*  
CLERK

PLEASE RECORD & RETURN TO:

Debra Harvey, 2200 Commerce Square, Memphis, Tn. 38123

RELEASE (Mississippi)

All indebtedness secured by a certain Deed of Trust from SHELTON-ROBERSON BUILDERS, INC. to MAX B. OSTNER, JR., Trustee, for the use and benefit of JAMES E. MCGEHEE & COMPANY, INC., dated October 18, 1974, and recorded in Book 180, page 645, of the records of Mortgage and Deeds of Trust in the Office of the Chancery Court Clerk of DeSoto County, Mississippi, having been fully paid, the undersigned JAMES E. MCGEHEE & COMPANY, INC.,

as lawful holder of the indebtedness—or—as Trustee in said Deed of Trust in accordance with direction by the holder of the indebtedness, hereby releases and discharges the lien of said Deed of Trust, Lots 10 and 33, Section "A", Revised Churchwood Estates S/D, recorded in Plat Book 12, Pages 45 & 46, DeSoto County. The Clerk of the Chancery Court of the aforesaid County, State of Mississippi is hereby authorized and directed to refer to this release by proper notation on the margin of said Deed of Trust.

IN WITNESS WHEREOF, the said JAMES E. MCGEHEE & COMPANY, INC.,

has caused its corporate name signed hereto by and through its proper officers duly authorized so to do, this the 11th day of August, 1975.

ATTEST: Jean Young, Secretary; Harold V. Crase, Vice President; JAMES E. MCGEHEE & COMPANY, INC.

STATE OF COUNTY OF

Personally appeared before me, the undersigned authority in and for said State and County, the within named, who acknowledged that he signed and delivered the foregoing instrument on the day and year therein mentioned and for the purpose therein mentioned.

Given under my hand and seal this day of, 19

Notary Public

My commission expires:

STATE OF COUNTY OF

This day personally appeared before, the undersigned authority in and for said State and County, the within named HAROLD V. CRASE and JEAN YOUNG, known to me to be the VICE PRESIDENT and SECRETARY

respectively of JAMES E. MCGEHEE & COMPANY, INC., a corporation, who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned, for the purpose therein set forth, and in the capacity therein stated, for in behalf of

JAMES E. MCGEHEE & COMPANY, INC., after being duly authorized so to do.

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



Linda Cook

STATE OF MISSISSIPPI, DESOTO COUNTY I certify that the within instrument was filed for record at 9 o'clock 45 minutes A.M. 19th day of August 1975, and that the same has been recorded in Book 189 Page 366 records of REAL ESTATE TRUST DEEDS of said County.

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

Fees \$2.65

SEAL H. P. Ferguson, CLERK

CANCELLED BY AUTHORITY RECEIVED IN BOOK  
278 PAGE 604  
18 DAY OF Nov. 1981  
H. B. Ferguson

Mississippi Bankers Association  
Form No. 1  
(Revised Dec. 1954)  
L A N D

### DEED OF TRUST LAND

THIS INDENTURE, this day made and entered into between WILLIAM W. KERR

of the first part, hereinafter designated as the Grantor,

W. P. MITCHELL Trustee, of the second part, hereinafter designated as Trustee, and

PEOPLES BANK AND TRUST COMPANY 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 FIVE HUNDRED AND NO/100- - - - - DOLLARS (\$ 17,500.00 ) evidenced by a promissory note of even date herewith in favor of the beneficiary, bearing interest at the rate of 8 1/2 per centum per annum after date , providing for the payment of attorney's fees in case of default and being due and payable as follows, to-wit:

Due and payable on or before February 5, 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

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

A lot in the Southeast Quarter of the Southeast Quarter of Section 33, Township 1 South, Range 6 West, DeSoto County, Mississippi being more particularly described as BEGINNING at an iron pin in the West right of way of Mississippi Highway 305, said pin being 715.51 feet Northwardly from the intersection of the South line of said Section 33 and the West right of way of Mississippi Highway 305 as measured along the West right of way of Mississippi Highway 305; thence continuing Northwardly with said rightof way 105.24 feet to an iron pin, Riter's Corner; thence with Riter's South line with an interior angle of 71 degrees 53' Westwardly 120 feet to an iron pin; thence at a right angle Southwardly 100 feet to an iron pin; thence at a right angle Eastwardly 120 feet to the point of beginning.

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

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary herein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment of interest as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other covenant herein contained, then and in that event the entire principal sum secured hereby with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, or the owner or holder of said note or notes, be and become at once due and payable, and the trustee herein named, or his successor or successors, shall, at the request of the beneficiary, or at the request of any owner or holder of the note or notes secured hereby, sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid. Such sale shall be made by giving notice of the time, place and terms of sale as required by Section 333 of the Mississippi Code of 1942 and amendments if any thereto, and the trustee shall make deed to the purchaser or purchasers. Should the beneficiary, or the owner or holder of the note or notes secured hereby be a corporation, then in such event a declaration of default to the trustee, and a request for sale hereunder, may be made by any officer thereof. If the land covered hereby is situated in two or more counties, or in two judicial districts of the same county, the trustee may sell the whole in any of the counties, or in either of the judicial districts of a county in which any part of the land lies. Out of the proceeds of sale the trustee shall first pay the cost of advertising and making the sale; and secondly, he shall pay whatever items may have been incurred and remain unpaid in the protection of this security; then he shall pay such of the items of indebtedness secured hereby as may be outstanding in the order of their maturity, and any balance remaining in his hands shall be delivered to the grantor, or to his proper representatives, agents or assigns.

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

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



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

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

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

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

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

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

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

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

IN TESTIMONY WHEREOF, witness the signature of the grantor this the 5th day of August 1975

*[Signature]*  
 William W. Kerr

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

Given under my hand and official seal, this the 5 day of August 1975  
 My Commission Expires: Jan. 18, 1977 *[Signature]*  
 Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY  
 I certify that the within instrument was filed for record at 9 o'clock 45 minutes A.M. 19th day of August 1975, and that the same has been recorded in Book 189 Page 367 records of REAL ESTATE TRUST DEEDS of said County.  
 Witness my hand and seal this the 19th day of August 1975.  
 Fee \$ 5.00 pd.  
*[Signature]* CLERK

PARTIAL RELEASE

FOR VALUE RECEIVED, the undersigned beneficiary of that certain deed of trust made and executed by William W. Kerr and Robert L. Kerr to James E. Woods, Trustee for the undersigned beneficiary dated September 18, 1972 and recorded in Book 148, Page 197, Chancery Clerk's Office, 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:

A lot in the Southeast Quarter of the Southeast Quarter of Section 33, Township 1 South, Range 6 West, DeSoto County, Mississippi being more particularly described as BEGINNING at an iron pin in the West right of way of Mississippi Highway 305, said pin being 715.51 feet Northwardly from the intersection of the South line of said Section 33 and the West right of way of Mississippi Highway 305 as measured along the West right of way of Mississippi Highway 305; thence continuing Northwardly with said right of way 105.24 feet to an iron pin, Riter's Corner; thence with Riter's South line with an interior angle of 71° 53' Westwardly 120 feet to an iron pin; thence at a right angle Southwardly 100 feet to an iron pin; thence at a right angle Eastwardly 120 feet to the point of beginning.

This is only a partial release releasing the property described herein with said deed of trust remaining in full force and effect as to all other property described therein.

WITNESS MY SIGNATURE this the 24 day of January, 1975.

UNION PLANTERS NATIONAL BANK

BY: R. H. George, V.P.

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 R. H. George who is Vice President respectfully of said Union Planters National Bank, who acknowledged that for and on behalf of said corporation, he signed and delivered the above and foregoing partial release on the day and year mentioned.

GIVEN UNDER MY HAND and official seal this the 24th day of January,



Olivia C. Sauls  
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. 19th day of August 1975, and that the same has been recorded in Book 189 Page 370 records of REAL ESTATE TRUST DEEDS of said County.  
Witness my hand and seal this the 19th day of August 1975.  
Fees \$ 2.50 pd.  
SEAL H. P. Ferguson, CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK  
220 Page 246  
THIS 30 DAY OF Dec 1977  
H. B. Ferguson  
CHANCERY CLERK

Mississippi Bankers Association  
Form No. 1  
(Revised Dec. 1964)  
LAND

### DEED OF TRUST LAND

THIS INDENTURE, this day made and entered into between EDWARD LOUIS CLINTON III AND WIFE GLENNA CAROL COX CLINTON

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 FOUR THOUSAND ONE HUNDRED SEVENTY AND 60/100----- DOLLARS (\$ 4170.60 ) evidenced by A promissory note of even date herewith in favor of the beneficiary, bearing interest at the rate of \_\_\_\_\_ per centum per annum after \_\_\_\_\_, providing for the payment of attorney's fees in case of default and being due and payable as follows, to-wit: TO BE REPAYED IN 60 MONTHLY INSTALLMENTS OF 69.51 BEGINNING ON SEPTEMBER 15, 1975 AND ENDING ON AUGUST 15, 1980

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

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

State of Mississippi, and more particularly described as follows, to-wit: LOTS 29, 30 AND 31 IN SHANKOKA LAKE SUBDIVISION (EAST SIDE OF LAKE) WITH LOT 29 BEING ON SECTION 29, TOWNSHIP 1, RANGE 6 WEST AND LOTS 30 AND 31 BEING ON BOTH SECTION 28 AND 29, TOWNSHIP 1, RANGE 6 WEST, DESOTO COUNTY, MISSISSIPPI, AS THE SAME APPEARS IN THE RECORDED PLAT OF SAID SUBDIVISION OF RECORD IN PLAT BOOK 1, PAGES 10A AND 10B IN THE OFFICE OF THE CHANCERY CLERK OF DESOTO COUNTY, MISSISSIPPI.

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

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary herein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment of interest as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other covenant herein contained, then and in that event the entire principal sum secured hereby with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, or the owner or holder of said note or notes, be and become at once due and payable, and the trustee herein named, or his successor or successors, shall, at the request of the beneficiary, or at the request of any owner or holder of the note or notes secured hereby, sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid. Such sale shall be made by giving notice of the time, place and terms of sale as required by Section 333 of the Mississippi Code of 1942 and amendments if any thereto, and the trustee shall make deed to the purchaser or purchasers. Should the beneficiary, or the owner or holder of the note or notes secured hereby be a corporation, then in such event a declaration of default to the trustee, and a request for sale hereunder, may be made by any officer thereof. If the land covered hereby is situated in two or more counties, or in two judicial districts of the same county, the trustee may sell the whole in any of the counties, or in either of the judicial districts of a county in which any part of the land lies. Out of the proceeds of sale the trustee shall first pay the cost of advertising and making the sale; and secondly, he shall pay whatever items may have been incurred and remain unpaid in the protection of this security; then he shall pay such of the items of indebtedness secured hereby as may be outstanding in the order of their maturity, and any balance remaining in his hands shall be delivered to the grantor, or to his proper representatives, agents or assigns.

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

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

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

Third. The grantor will pay all taxes and assessments, general or special, which may be assessed against the said land, premises or property, 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 JULY 19 75

*E. L. Clinton, Jr.*  
*Glenna Carol Cox Clinton*

STATE OF MISSISSIPPI,  
 COUNTY OF DESOTO

This day personally appeared before me, the undersigned authority, in and for the State and County aforesaid, the within named EDWARD LOUIS CLINTON III AND WIFE, GLENN CAROL COX CLINTON 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 30 day of July 19 75  
 My Commission Expires: Jan. 18, 1977  
*Guy M. Safford*  
 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. 19th day of August 1975, and that the same has been recorded in Book 189 Page 371 records of REAL ESTATE TRUST DEEDS of said County.

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

5.00

*H. P. Ferguson* CLERK

RIPLEY, MISS. July 15, 1975  
 This is to certify that deed of trust given by Nadain Brown for  
 the benefit of John A. Beaty  
 recorded in trust deed book No. 90 at page 263 of  
 the records of Desoto County, Mississippi, on the 9th day of  
July, 1966 has been satisfied in full.  
 Per John A. Beaty

STATE OF MISSISSIPPI, DESOTO COUNTY  
 I certify that the within instrument was filed for record at 10 o'clock  
15 minutes A M. 18th day of August 1975, and that the same has been  
 recorded in Book 189 Page 374 records of REAL ESTATE TRUST DEEDS  
 of said County.  
 Witness my hand and seal this the 19th day of August 1975.  
 Fees \$ 2.50 pd.  
 SEAL H. P. Ferguson, CLERK

RIPLEY, MISS. July 15, 1975  
 This is to certify that deed of trust given by Nadain Brown for  
 the benefit of John Beaty, Blue Mtn., Miss.  
 recorded in trust deed book No. 91 at page 111 of  
 the records of Desoto County, Mississippi, on the 23rd day of  
August, 1966 has been satisfied in full.  
 Per John A. Beaty

STATE OF MISSISSIPPI, DESOTO COUNTY  
 I certify that the within instrument was filed for record at 10 o'clock  
15 minutes A M. 18th day of August 1975, and that the same has been  
 recorded in Book 189 Page 374 records of Real Estate  
 of said County.  
 Witness my hand and seal this the 19th day of August 1975.  
 Fees \$ 2.50 pd.  
 SEAL H. P. Ferguson, CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK  
204 PAGE 92  
THIS 21 DAY OF Sept 19 76  
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 TRACY F. WILLIAMS AND PENNY R. WILLIAMS

of the first part, hereinafter designated as the Grantor,

JAMES E. WOODS Trustee, of the second part, hereinafter designated as Trustee, and

PEOPLES BANK AND TRUST of the third part, hereinafter designated as the Beneficiary.  
OLIVE BRANCH, MS

WITNESSETH: That whereas the Grantor is justly indebted to the beneficiary in the full sum of TWELVE THOUSAND FORTY FIVE AND 00/100----- DOLLARS (\$ 12,045.00 ) evidenced by A promissory note of even date herewith in favor of the beneficiary, bearing interest at the rate of 10 per centum per annum after , providing for the payment of attorney's fees in case of default and being due and payable as follows, to-wit:

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

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

State of Mississippi, and more particularly described as follows, to-wit: 10.0 ACRES MORE OR LESS SITUATED IN SECTION 20, TOWNSHIP 1 SOUTH, RANGE 5 WEST, BEING MORE PARTICULARLY DESCRIBED AS BEGINNING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 1 SOUTH, RANGE 5 WEST, DESOTO COUNTY, MISSISSIPPI; THENCE SOUTH 86 DEGREES 15 MINUTES WEST ALONG WIRE FENCE LINE 923.45 FEET TO AN IRON PIN; THENCE SOUTH 4 DEGREES 0 MINUTES EAST 419 FEET TO AN IRON PIN; THENCE NORTH 86 DEGREES 15 MINUTES EAST 78.18 FEET TO A POINT; THENCE SOUTH 4 DEGREES 0 MINUTES EAST 47 FEET TO AN IRON PIN; THENCE NORTH 86 DEGREES 15 MINUTES EAST 845.27 FEET TO AN IRON SPINDLE; THENCE NORTH 4 DEGREES 0 MINUTES WEST ALONG THE EAST LINE OF SAID SECTION 20 A DISTANCE OF 429.2 FEET TO THE POINT OF BEGINNING AND CONTAINING 10.0 ACRES LESS PUBLIC ROAD RIGHT OF WAY LESS AND EXCEPT THE WEST 1/2 OF ABOVE DESCRIBED PROPERTY

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

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary herein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment of interest as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other covenant herein contained, then and in that event the entire principal sum secured hereby with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, or the owner or holder of said note or notes, be and become at once due and payable, and the trustee herein named, or his successor or successors, shall, at the request of the beneficiary, or at the request of any owner or holder of the note or notes secured hereby, sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid. Such sale shall be made by giving notice of the time, place and terms of sale as required by Section 555 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, or property, or upon the interest of the trustee or the beneficiary therein, or upon this deed of trust, or the indebtedness secured hereby, without regard to any law heretofore enacted or that may hereafter be enacted imposing payment of the whole or any part thereof upon either the trustee or beneficiary, and further will furnish annually to the beneficiary certificates or receipts of the proper officer showing full payment of all such taxes and assessments.

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

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

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

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

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

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

IN TESTIMONY WHEREOF, witness the signature of the grantor this the 30 day of JULY 19 75

*Tracy E. Williams*  
*Penny R. Williams*

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 TRACY E. WILLIAMS AND PENNY R. WILLIAMS who severally acknowledged that THEY

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

Given under my hand and official seal, this the 30 day of July 19 75  
 My Commission Expires: 13, 1977 *Ernest M. Poff* 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. 19th day of August 1975, and that the same has been recorded in Book 189 Page 375 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 19th day of August 1975,

Fees \$5.00 pd.

SEAL *H. P. Ferguson* CLERK

378

ST-412  
Rev: 4-15-70

Mtgr. Robert L. Durham

STATE OF MISSISSIPPI )  
REASSIGNMENT OF DEED OF TRUST )  
COUNTY OF DeSoto ) SS

The within instrument having been erroneously transferred and assigned to the undersigned, the same is hereby re-transferred, re-assigned and re-conveyed to WORTMAN & MANN, INC. together with the property described therein and the debt secured thereby, without representation, warranty or recourse on the undersigned.

The within instrument has been recorded in Book 186, Page 523 of the records in the office of the Chancery Clerk of DeSoto County, Mississippi.

Witness the execution hereof by the GOVERNMENT NATIONAL MORTGAGE ASSOCIATION, through its duly authorized Attorney-in-Fact, whose appointment was published at 35 F.R. 17903, 24 C.F.R. 1600.11 or 35 F.R. 5401, 24 C.F. R. 1600.

This 13th day of August, 19 75

Witness the execution hereof by the Government National Mortgage Association through its duly authorized Attorney-in-Fact, whose appointment was published at 37 F.R. 16799 or 24 C.F.R. 300.11. By: David J. Evans Attorney-in-Fact

STATE OF GEORGIA )  
COUNTY OF FULTON ) SS.

Personally appeared before me the undersigned authority in and for the jurisdiction aforesaid, David J. Evans, who acknowledged that he is Attorney-in-Fact for Government National Mortgage Association and that, for and on behalf of said Corporation and as its act and deed, he signed and delivered the above and foregoing instrument on the day and year therein mentioned, being first duly authorized so to do by said Corporation.

WITNESS my signature and official seal of office this 13th day of August, 19 75.

M. M. Howard  
Notary Public, Georgia at Large  
My Commission Expires: Notary Public, Georgia, State at Large  
My Commission Expires June 22, 1976

(SEAL)

STATE OF MISSISSIPPI, DESOTO COUNTY  
I certify that the within instrument was filed for record at 9 o'clock 40 minutes A. M. 19th day of August 1975, and that the same has been recorded in Book 189 Page 378 records of REAL ESTATE TRUST DEEDS of said County.  
Witness my hand and seal this the 19th day of August, 1975.  
Fees \$ 2.50 pd.  
SEAL H. B. 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

Unifirst Federal Savings and Loan Association  
of Jackson, Mississippi, that certain Deed of Trust  
executed by

Robert L. Durham and wife, Shelby J. Durham  
to G. L. Oates, Trustee for the use and benefit of Wortman & Mann, Inc. beneficiary on the 10th 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 523 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 \$ 25,000.00 thereby secured.

IN WITNESS WHEREOF the undersigned has caused this assignment to be executed by its duly authorized officers, and its corporate seal to be affixed thereto on the 18th day of August, 1975

WORTMAN & MANN, INC.

BY: [Signature]  
Thomas J. Tompkins, Vice President

ATTEST:  
BY: [Signature]  
Charles M. Kelly, Vice President  
STATE OF MISSISSIPPI  
COUNTY OF HINDS

Personally appeared before me, the undersigned authority in and for the aforesaid jurisdiction, the within named Thomas J. Tompkins and Charles M. Kelly, who acknowledged that they, as Vice President and Vice President respectively, for and on behalf of and by authority of said Wortman & Mann, Inc, signed and delivered the above and foregoing instrument and affixed the corporate seal of said corporation thereto on the day and year therein mentioned for the intent and purpose therein expressed.

Given under my hand and official seal of office, this 18th day of August 1975



[Signature]  
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY  
I certify that the within instrument was filed for record at 9 o'clock 45 minutes A.M. 19th day of August 1975, and that the same has been recorded in Book 189 Page 379 records of REAL ESTATE TRUST DEEDS of said County.  
Witness my hand and seal this the 19th day of August 1975.  
Fees \$ 2.50 pd.  
CLERK [Signature]

Part ~~Not~~ satisfied and Cancelled  
This 6 day of June 19 78

Attest  
Chancery Clerk  
D. W. Mc...  
FOR REAL ESTATE, CHATTEL OR BOTH

O. J. STANDRIDGE, GRANTOR

To { DEED OF TRUST  
ROBERT B. HAYNES,  
BENEFICIARY

THIS INDENTURE Made this 18th day of August 1975  
between O. J. Standridge

and Robert B. Haynes

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-Seven Thousand Five Hundred Dollars (\$27,500.00) evidenced by two promissory notes, the first for \$14,000.00 due April 1, 1976, and the second for \$13,500.00 due April 1, 1977, bearing interest as provided in the notes payable annually.

and my best interest that the grantor of the second part may discharge the party of the first part during the year 1975... Therefore, in consideration of the premises, and of the sum of One Dollar to the part Y of the first part paid by Joel P. Walker, Trustee, the part Y of the first part has 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 description...

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

Tract 1. The East Half of the Southwest Quarter of Section 9, and all of the Southeast Quarter of Section 9 that lies North and West of Coldwater River, all in Township 3, Range 6 West and containing 200 acres, more or less.

Tract 2. All of that part of the West Half of the Northeast Quarter lying North of Coldwater River in Section 16, Township 3, Range 6 West and containing 20 acres, more or less.

Tract 3. 50 acres in the East part of the Northwest Quarter of Section 16, Township 3, Range 6 West described by metes and bounds as follows: BEGINNING AT THE northeast corner of said Quarter-Section; thence south 160 rods to a point; thence west 50 rods to a point; thence North 160 rods to a point; thence east 50 rods to the point of beginning and containing 50 acres, more or less.

A default in the payment of the principal or interest when due shall operate to cause the entire unpaid indebtedness to become immediately due and payable at the option of the owner and holder of the note. The maker will have the right to pay all or any part of the indebtedness before maturity without penalty.

This deed is second and subordinate to the deed of trust to Bankers Trust Savings and Loan Association recorded in Book 188, Page 469.

Should the Trustee at any time believe said property, or any part thereof, endangered as a security for said debt, he may then forthwith take possession of said property and sell the same as herein below directed. Should the part Y of the first part promptly pay the above stated indebtedness on or before the 1st day of April 1977 then this instrument to be void, but in default thereof the said Trustee shall take possession of said property, and after giving notice of the time, place and terms of sale, by advertisement according to law in DeSoto County, shall sell the same at public auction, to the highest bidder for cash, at such time and place as he shall designate in said advertisement. The proceeds of said sale shall be applied to the payment of said indebtedness and all costs incurred herein, and if there be a surplus, such surplus shall be refunded to the part Y of the first part. In case of failure or inability on the part of said Trustee to execute the trust herein conferred, the part Y of the second part, his assign or legal representatives, can at any time appoint a Trustee to act in his stead.

Witness my signature S the date written above.  
Witness

STATE OF MISSISSIPPI, DeSOTO COUNTY  
Personally appeared before me, the undersigned authority of said County, the within named O. J. Standridge

who acknowledged that he signed and delivered the foregoing Deed of Trust on the day and year therein mentioned. Given under my hand and official seal, this 18th day of August 1975  
My commission expires: (SEAL) January 24, 1977  
By Kathryn S. Goodwin Clerk

STATE OF MISSISSIPPI, DeSOTO COUNTY  
I certify that the within instrument was filed for record at 4 o'clock 45 minutes P M. 18th day of August 1975, and that the same has been recorded in Book 189 Page 380 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 19th day of August 1975.  
Fees \$2.50 pd.

SEAL H. P. Ferguson, CLERK

DEED OF TRUST

THIS INDENTURE, made this 18 day of August, 1975  
between BOBBY LANCE  
of the first part, and KINGS INN, INC. of the second part.

WITNESSETH, That whereas said part y of the first part, being in-  
debted to the said party of the second part in the sum of \$10,000.00  
EVIDENCED BY A PROMISSORY NOTE OF EVEN DATE BEARING 8% INTEREST FROM  
DATE HEREOF, BEING DUE AND PAYABLE ON DEMAND.

and part y of the first part having agreed to secure the prompt pay-  
ment of the same when due: Therefore, in consideration of the premises,  
and of the sum of One Dollar to the part y of the first part paid by  
LEE V. HAMBERLIN, Trustee, the party of the first part has  
this day granted, bargained and sold to the said Trustee the following  
described property, located in the County of DeSoto and state of  
Mississippi, viz:

Lot 92, 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.

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

WITNESS MY signature 18th the date written above.

Bobby Lance  
Bobby Lance

\*\*\*\*\*  
STATE OF MISSISSIPPI, DESOTO COUNTY,  
Personally appeared before me, \_\_\_\_\_ of said County, the  
within named Bobby Lance  
who acknowledged that he signed and delivered the foregoing Deed of Trust  
on the day and year therein mentioned.

Given under hand and official seal this 18th day of August, 1975.

J. S. Hockley  
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY  
I certify that the within instrument was filed for record at 4 o'clock  
15 minutes P M. 18th day of August 1975, and that the same has been  
recorded in Book 189 Page 381 records of REAL ESTATE TRUST DEEDS  
of said County.

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

2.50

H. P. Ferguson CLERK

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Assignment of this Instrument Recorded in  
Real Estate T 1 D Book  
No. 191 Page 144  
This the 25 day of Sept. 19 75  
H. S. Ferguson Clerk

Assignment of this Instrument Recorded in  
Real Estate T 1 D Book  
No. 209 Page 601  
This the 25 day of March 19 77  
H. S. Ferguson Clerk

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

### DEED OF TRUST

D-75901-SR  
THIS DEED OF TRUST is made this 14th day of AUGUST, 19 75, among the  
Grantor, RALPH L. FARRON & WIFE, KATHY M. FARRON (herein "Borrower"),  
DELTA TITLE COMPANY (herein "Trustee"),  
and the Beneficiary, NATIONAL MORTGAGE COMPANY, a corporation  
organised and existing under the laws of STATE OF TENNESSEE, whose address is  
4041 KNIGHT ARNOLD ROAD, MEMPHIS, TENN. (herein "Lender")  
Borrowers, 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 303, SECTION B, REVISED, GREENBROOK SUBDIVISION, AS SHOWN ON PLAT OF RECORD  
IN PLAT BOOK 8, pages 51 and 52, 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 AUGUST 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 Insurance Act of 1968 or subsequent similar legislation;  
said sum to be held in escrow without liability on the part of the holder  
of the indebtedness for interest thereon and to be used in payment of said  
insurance when due and payable. If the amount so held shall at any time  
be insufficient to pay said insurance premium when due and payable, the  
Grantors shall promptly deposit the entire amount of said deficit.

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

To SECURE to Lender (a) the repayment of the indebtedness evidenced by Borrower's note of even date  
herewith (herein "Note"), in the principal sum of THIRTY ONE THOUSAND THREE HUNDRED & NO/100 Dollars,  
with interest thereon, providing for monthly installments of principal and interest, with the balance of the indebt-  
edness, if not sooner paid, due and payable on SEPTEMBER 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 gener-  
ally the title to the Property against all claims and demands, subject to any easements and restrictions listed in a  
schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**7. Protection of Lender's Security.** If Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or if any action or proceeding is commenced which materially affects Lender's interest in

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**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.

Ralph L. Farrow  
RALPH L. FARROW —Borrower

Kathy M. Farrow  
KATHY M. FARROW —Borrower

5761 HOMERWOOD PLACE  
SOUTHAVEN, MISSISSIPPI 38671  
Property Address

STATE OF MISSISSIPPI, TENNESSEE, SHELBY COUNTY ss:

Personally appeared before me, the undersigned authority in and for said County and State, the within named RALPH L. FARROW AND WIFE, KATHY M. FARROW who acknowledged

that T he Y signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and seal of office, on this the 14th day of AUGUST, A.D., 1975.

My Commission expires:

My Commission Expires June 11, 1979

M. Valles  
Notary Public

STATE OF MISSISSIPPI, DeSOTO COUNTY

I certify that the within instrument was filed for record at 6 o'clock and 20 minutes P M 19 Aug 1975.

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 1 o'clock 20 minutes P M. 19th day of August 1975, and that the same has been recorded in Book 189 Page 382 records of REAL ESTATE TRUST DEEDS of said County.

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

Fees \$5.50 pd.

SEAL H. P. Ferguson CLERK

386  
Assignment of this instrument Recorded in  
Real Estate TID Book  
No. 190 Page 373  
This the 16 day of Sept. 1975  
H. S. Ferguson Clerk

Assignment of this instrument Recorded in  
Real Estate TID Book  
No. 241 Page 358  
This the 19 day of April 19 79  
H. S. Ferguson Clerk

CANCELLED BY AUTHORITY, RECORDED IN BOOK  
2030 PAGE  
THIS 16th DAY OF  
July 2004  
213  
CLERK  
STATE OF MISSISSIPPI  
FORM NO. 2135M  
REVISED FEBRUARY 1973

# DEED OF TRUST

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

D-35011-SR  
THIS DEED OF TRUST, made and entered into this 11th day of AUGUST, 1975,  
by and between

CLAYTON E. WESTBROOK & WIFE, DEBBIE J. WESTBROOK

, hereinafter called the Grantor;  
DELTA TITLE COMPANY, hereinafter called the Trustee, and

PREPARED BY  
NORMAN WHITMAN, ATTORNEY  
4041 KNIGHT ARNOLD ROAD  
MEMPHIS, TENN. 38118

and existing under the laws of  
and post-office address at  
Beneficiary:

NATIONAL MORTGAGE COMPANY  
STATE OF TENNESSEE  
4041 KNIGHT ARNOLD ROAD  
MEMPHIS, TENN 38118

, a corporation organized  
, having its principal office  
, hereinafter called the

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

LOT 1249, SECTION C, SOUTH, DESOTO VILLAGE SUBDIVISION, AS SHOWN ON PLAT OF RECORD IN PLAT BOOK 10, pages 3-8, in section 33, TOWNSHIP 1 SOUTH, RANGE 8 WEST, IN THE OFFICE OF THE CHANCERY CLERK OF DESOTO COUNTY, MISSISSIPPI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Beginning at a chisel mark in the east line of Forest Gate Road 110.0 feet northwardly from the point of intersection of said east line and the north line of Fair Meadow Drive, said point of beginning being also the southwest corner of lot 1248; thence eastwardly 90.0 feet with the south line of lot 1248 to an iron pipe in the northwest corner of lot 1250; thence southwardly 110.0 feet with the west line of lot 1250 to a chisel mark in the north line of Fair Meadow Drive; thence westwardly 70.0 feet with the north line of Fair Meadow Drive to a point of curvature to the right; thence 31.42 feet following said curvature to the right to a point of tangency with the east line of Forest Gate Road; thence northwardly 90.0 feet with the east line of Forest Gate Road to the point of beginning, AS PER SURVEY BY ACME ENGINEERING SERVICE DATED JUNE 9, 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  
STATE OF TENNESSEE the payment  
and existing under the laws of  
of a certain promissory note of even date herewith in the principal sum of TWENTY FOUR THOUSAND  
FOUR HUNDRED FIFTY AND NO/100----- Dollars (\$ 24,450.00---), 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 FIVE AND 31/100----- Dollars (\$ 175.31-----), commencing on the first day of  
SEPTEMBER, 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 AUGUST, 2005.

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

1. That he will pay all and singular the principal and interest and other sums of money payable by virtue of the note secured hereby and of this lien, at the times and in the manner in said note and hereinafter provided. Privilege is reserved to pay the debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due on the note, on the first day of any month prior to maturity; provided, however, that written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment.

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

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

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

(II) If and so long as said note of even date and this instrument are held by the Secretary of Housing and Urban Development, a monthly charge (in lieu of a mortgage insurance premium) which shall be in an amount equal to one-twelfth (1/12) of one-half (1/2) per centum of the average outstanding balance due on the note computed without taking into account delinquencies or prepayments;

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

(c) All payments mentioned in the two preceding subsections of this paragraph and all payments to be made under the note secured hereby shall be added together, and the aggregate amount thereof shall be paid by the Grantor each month in a single payment to be applied by the Beneficiary to the following items in the order set forth:  
(I) premium charges under the contract of insurance with the Secretary of Housing and Urban Development, or monthly charge (in lieu of mortgage insurance premium), as the case may be;  
(II) ground rents, if any, taxes, special assessments, fire and other hazard insurance premiums;  
(III) interest on the note secured hereby; and  
(IV) amortization of the principal of said note.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The holders of the indebtedness described herein shall have the option at any time to require Grantors to pay to the holders of the indebtedness in addition to and concurrent to the monthly installment of principal and interest and escrow for taxes and hazard insurance, a sum equal to one-twelfth of the annual flood insurance premium in the event the Holder of the indebtedness requires flood insurance and same is available under the National Flood Insurance Act of 1968 or subsequent similar legislation; said sum to be held in escrow without liability on the part of the holder of the indebtedness for interest thereon and to be used in payment of said insurance when due and payable. If the amount so held shall at any time be insufficient to pay said insurance premium when due and payable, the Grantors shall promptly deposit the entire amount of said deficit.

Clayton E. Westbrook  
CLAYTON E. WESTBROOK

Debbie J. Westbrook  
DEBBIE J. WESTBROOK

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

Personally appeared before me M. Valpey, the undersigned Notary Public in and for the said County, the within named CLAYTON E. WESTBROOK and DEBBIE J. WESTBROOK, his wife, who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and seal this 11th day of AUGUST 1975  
My Commission Expires June 11, 1979

M. Valpey  
NOTARY PUBLIC  
SHELBY COUNTY, TENNESSEE

STATE OF MISSISSIPPI } ss: 1:20  
COUNTY OF De Soto

I, H. P. Ferguson, Clerk of the Court of the Chancery of said County, do hereby certify that the foregoing conveyance was filed for registration in this office at 1:20 o'clock P.M., on the 19 day of Aug 1975, and was recorded in Vol. 189, Page 386, Record of Deeds, pages 1, on the 19 day of Aug 1975.

STATE OF MISSISSIPPI, DESOTO COUNTY  
I certify that the within instrument was filed for record at 1 o'clock 20 minutes P.M. 19th day of August 1975, and that the same has been recorded in Book 189 Page 386 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 19th day of August 1975.

Fees \$ 5.50 pd.  
H. P. Ferguson CLERK

Assignment of this Instrument Recorded in  
Real Estate Book  
No. 190 Page 557  
This the 18 day of Sept. 1975  
H. J. Ferguson Clerk

D-22651-SR

### DEED OF TRUST

PREPARED BY  
MORRIS WHITMAN, ATTY.  
4041 Knight Arnold Road  
Memphis, Tenn. 38118

THIS DEED OF TRUST is made this 13th day of AUGUST, 1975, among the

Grantor, WILEY D. STACY & WIFE, LINDA D. STACY (herein "Borrower"),  
and the Beneficiary, NATIONAL MORTGAGE COMPANY (herein "Trustee"),  
organized and existing under the laws of STATE OF TENNESSEE, a corporation  
4041 KNIGHT ARNOLD ROAD, MEMPHIS, TENNESSEE whose address is  
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 DESSOTO, State of Mississippi:

LOT 706, SECTION D, GREENBROOK SUBDIVISION, AS SHOWN ON PLAT OF RECORD IN PLAT  
BOOK 9, pages 42 & 43, IN SECTION 19, TOWNSHIP 1 SOUTH, RANGE 7 WEST, IN THE  
OFFICE OF THE CHANCERY CLERK OF DESSOTO 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 AUGUST 6, 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 consecutive to the monthly installment of principal and  
interest and mortgage fees 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 paid in advance without liability on the part of the holder  
of the indebtedness to advance thereon and to be used in payment of said  
insurance when due and payable. If the amount so paid shall at any time  
be insufficient to pay said insurance premium when due and payable, the  
Grantors shall promptly deposit the entire amount of said deficit.

TOGETHER with all the improvements, now or hereafter erected on the property, and all easements, rights,  
appurtenances, rents (subject however to the rights and authorities given herein to Lender to collect and apply  
such rents), royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures  
now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be  
deemed to be and remain a part of the property covered by this Deed of Trust; and all of the foregoing, together  
with said property (or the leasehold estate in the event this Deed of Trust is on a leasehold) are herein referred  
to as the "Property";

To SECURE to Lender (a) the repayment of the indebtedness evidenced by Borrower's note of even date  
herewith (herein "Note"), in the principal sum of THIRTY FIVE THOUSAND SEVEN HUNDRED & NO/100 Dollars,  
with interest thereon, providing for monthly installments of principal and interest, with the balance of the indebt-  
edness, if not sooner paid, due and payable on 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 pursuant to paragraph 21 hereof (herein "Future  
Advances").

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant  
and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend gener-  
ally the title to the Property against all claims and demands, subject to any easements and restrictions listed in a  
schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

**UNIFORM COVENANTS.** Borrower and Lender covenant and agree as follows:

**1. Payment of Principal and Interest.** Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any Future Advances secured by this Deed of Trust.

**2. Funds for Taxes and Insurance.** Subject to Lender's option under paragraphs 4 and 5 hereof, Borrower shall pay to Lender on the day monthly installments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments which may attain priority over this Deed of Trust, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender shall make no charge for so holding and applying the Funds or verifying and compiling said assessments and bills. Borrower and Lender may agree in writing at the time of execution of this Deed of Trust that interest on the Funds shall be paid to Borrower, and unless such agreement is made, Lender shall not be required to pay Borrower any interest on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Deed of Trust.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency within thirty days after notice from Lender to Borrower requesting payment thereof.

Upon payment in full of all sums secured by this Deed of Trust, Lender shall promptly refund to Borrower any Funds held by Lender.

If under paragraph 18 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Deed of Trust.

**3. Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note and on Future Advances, if any, and then to the principal of the Note and to the principal of Future Advances, if any.

**4. Charges; Liens.** Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Deed of Trust, and ground rents, if any, at Lender's option in the manner provided under Paragraph 2 hereof or by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the event Borrower shall make payment directly, Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Deed of Trust; provided, that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall in good faith contest such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.

**5. Hazard Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require; provided, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Deed of Trust.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid at Lender's option in the manner provided under paragraph 2 hereof or by Borrower making payment, when due, directly to the insurance carrier.

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender, and Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Deed of Trust is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Deed of Trust would be impaired, the insurance proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower or if Borrower fails to respond to Lender within 30 days after notice by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

If under paragraph 18 hereof the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof (to the extent of the sums secured by this Deed of Trust immediately prior to such sale or acquisition) resulting from damage to the Property prior to the sale or acquisition shall pass to Lender.

**6. Preservation and Maintenance of Property; Leaseholds; Condominiums.** Borrower shall keep the Property in good repair and shall not permit or commit waste, impairment, or deterioration of the Property and shall comply with the provisions of any lease, if this Deed of Trust is on a leasehold. If this Deed of Trust is on a condominium unit, Borrower shall perform all of Borrower's obligations under the declaration of condominium or master deed, the by-laws and regulations of the condominium project and constituent documents.

**7. Protection of Lender's Security.** If Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or if any action or proceeding is commenced which materially affects Lender's interest in

**7. Protection of Lender's Security.** If Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs. Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, shall become additional indebtedness of Borrower secured by this Deed of Trust. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate stated in the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible by applicable law. Nothing contained in this paragraph 7 shall require Lender to incur any expense or do any act hereunder.

**8. Inspection.** Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

**9. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Deed of Trust such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Deed of Trust immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to Borrower.

If the Property is abandoned by Borrower or if after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days of the date of such notice, Lender is authorized to collect and apply the proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

**10. Borrower Not Released.** Extension of the time for payment or modification of amortization of the sums secured by this Deed of Trust granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Deed of Trust by reason of any demand made by the original Borrower and Borrower's successors in interest.

**11. Forbearance by Lender Not a Waiver.** Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any right or remedy hereunder. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Deed of Trust.

**12. Remedies Cumulative.** All remedies provided in this Deed of Trust are distinct and cumulative to any other right or remedy under this Deed of Trust or afforded by law or equity, and may be exercised concurrently, independently or successively.

**13. Successors and Assigns Bound; Joint and Several Liability; Captions.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Deed of Trust are for convenience only and are not to be used to interpret or define the provisions hereof.

**14. Notice.** Any notice to Borrower provided for in this Deed of Trust shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address stated below, except for any notice required under paragraph 18 hereof to be given to Borrower in the manner prescribed by applicable law. Any notice provided for in this Deed of Trust shall be deemed to have been given to Borrower when given in the manner designated herein.

**15. Uniform Deed of Trust; Governing Law; Severability.** This form of deed of trust combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. This Deed of Trust shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Deed of Trust or the Note conflicts with applicable law, such conflicts shall not affect other provisions of this Deed of Trust or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Deed of Trust and the Note are declared to be severable.

**16. Borrower's Copy.** Borrower shall be furnished a conformed copy of this Deed of Trust at the time of execution or after recordation hereof.

**17. Transfer of the Property; Assumption.** If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Deed of Trust, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Lender may, at Lender's option, declare all the sums secured by this Deed of Trust to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale or transfer, Lender and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sums secured by this Deed of Trust shall be at such rate as Lender shall request. If Lender has waived the option to accelerate provided in this paragraph 17 and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Deed of Trust and the Note.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 14 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the

expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 18 hereof.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

18. Acceleration Remedies. Except as provided in paragraph 17 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Deed of Trust, including the covenants to pay when due any sums secured by this Deed of Trust, Lender prior to acceleration shall mail notice to Borrower as provided in paragraph 14 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Deed of Trust and sale of the Property. If the breach is not cured on or before the date specified in the notice, Lender at Lender's option may declare all of the sums secured by this Deed of Trust to be immediately due and payable without further demand, and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable attorney's fees.

If Lender invokes the power of sale, Lender shall send to Borrower, in the manner provided in paragraph 14 hereof, notice of Lender's election to sell the Property. Trustee shall give notice of sale by public advertisement for the time and in the manner prescribed by applicable law. Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder for cash at such time and place in DESOTO County as Trustee designates in the notice of sale in one or more parcels and in such order as Trustee may determine. Lender or Lender's designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property so sold without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all costs and expenses of the sale, including, but not limited to, reasonable Trustee's and attorney's fees and costs of title evidence; (b) to all sums secured by this Deed of Trust; and (c) the excess, if any, to the person or persons legally entitled thereto.

19. Borrower's Right to Reinstatement. Notwithstanding Lender's acceleration of the sums secured by this Deed of Trust, Borrower shall have the right to have any proceedings begun by Lender to enforce this Deed of Trust discontinued at any time prior to sale of the Property pursuant to the power of sale contained in this Deed of Trust or at any time prior to entry of a judgment enforcing this Deed of Trust if: (a) Borrower pays Lender all sums which would be then due under this Deed of Trust, the Note and notes securing Future Advances, if any, had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Deed of Trust; (c) Borrower pays all reasonable expenses incurred by Lender and Trustee in enforcing the covenants and agreements of Borrower contained in this Deed of Trust and in enforcing Lender's and Trustee's remedies as provided in paragraph 18 hereof, including reasonable attorney's fees; and (d) Borrower takes such action as Lender may reasonable require to assure that the lien of this Deed of Trust, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Deed of Trust shall continue unimpaired. Upon such payment and cure by Borrower, this Deed of Trust and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

20. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 18 hereof or abandonment of the Property, Lender, in person, by agent or by judicially appointed receiver shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the Receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Deed of Trust. Lender and the receiver shall be liable to account only for those rents actually received.

21. Future Advances. Upon request of Borrower, Lender, at Lender's option prior to release of this Deed of Trust, may make Future Advances to Borrower. Such Future Advances, with interest thereon, shall be secured by this Deed of Trust when evidenced by promissory notes stating that said notes are secured hereby.

22. Release. Upon payment of all sums secured by this Deed of Trust, Lender or Trustee shall cancel this Deed of Trust without charge to Borrower. If Trustee is requested to cancel this Deed of Trust, all notes evidencing indebtedness secured by this Deed of Trust shall be surrendered to Trustee.

23. Substitute Trustee. Lender at Lender's option may from time to time remove Trustee and appoint a successor Trustee to any Trustee appointed hereunder by instrument recorded in the county in which this Deed of Trust is recorded. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon the Trustee herein and by applicable law.

IN WITNESS WHEREOF, Borrower has executed this Deed of Trust

*Wiley D. Stacy*  
WILEY D. STACY -Borrower

*Linda D. Stacy*  
LINDA D. STACY -Borrower

2608 OLD FORGE ROAD  
SOUTHAVEN, MISSISSIPPI 38671  
Property Address

STATE OF MISSISSIPPI, TENNESSEE, SHELBY COUNTY ss:

Personally appeared before me, the undersigned authority in and for said County and State, the within named WILEY D. STACY & WIFE, LINDA D. STACY who acknowledged that The Y signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and seal of office, on this the 13th day of AUGUST, AD, 1975.

My Commission expires:

My Commission Expires June 11, 1975

*M. Valjean*  
Notary Public



STATE OF MISSISSIPPI, DeSOTO COUNTY

I certify that the within instrument was filed for record at 20 minutes 19 o'clock and M on 19 day of August, 1975.

STATE OF MISSISSIPPI, DeSOTO COUNTY

I certify that the within instrument was filed for record at 1 o'clock 20 minutes P M, 19th day of August, 1975, and that the same has been recorded in Book 189 Page 389 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 19th day of August, 1975.

Fees \$ 5.50 pd.

SEAL *H. P. Ferguson* CLERK



D-22980 LAL

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.  63 , Section "  A " , Revised, Greenbrook Subdivision in Section 19, Township 1 South, Range 7 West, (DeSoto County, Mississippi), as per plat thereof in Plat Book 8, Pages  53 & 54 , in the Office of the Chancery Clerk of said county.

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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  12th day of  August , 19  75.

FIRST NATIONAL BANK  
 Hernando, Mississippi

By  Jack W. Ussery  
 Jack W. Ussery, President

D-22980 LAL

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 12th  
day of August, 1975.

*Bonnie J. Ingram*  
FIRST NATIONAL BANK  
SOUTHAVEN, MISS.  
*Bonnie J. Ingram*  
NOTARY PUBLIC

My Commission Expires: My Commission Expires May 7, 1977  
5-7-77

STATE OF MISSISSIPPI, DESOTO COUNTY  
I certify that the within instrument was filed for record at 1 o'clock  
20 minutes P M. 19th day of August 1975, and that the same has been  
recorded in Book 189 Page 392 records of REAL ESTATE TRUST DEEDS  
of said County.

Witness my hand and seal this the 19th day of August 1975.

Fees \$ 3.00 pd.

SEAL *H. P. Ferguson* CLERK

ASSIGNMENT OF DEED OF TRUST

FOR AND IN CONSIDERATION of the sum of One (\$1.00) Dollar and Other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby assign, set over, and transfer unto NORTH MISSISSIPPI SAVINGS & LOAN ASSOCIATION all right, title and interest in and to that certain Deed of Trust executed for the benefit of the undersigned by

GUY E. VENABLE AND ERLENE G. VENABLE (WIFE)

dated August 10, 1975, recorded in Book 189 at Page 291 of the Land Trust Deed Records of DESOTO County, Mississippi, together with a note evidencing the indebtedness secured thereby in the original principal amount of \$ 5,800.00, the principal unpaid balance of which the undersigned warrants to be \$ 5,800.00 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.

This the 18th day of August, 19 75.

S & W CONSTRUCTION COMPANY OF TENN., INC.

[Signature of W. C. Jenne Jr.]  
W. C. Jenne Jr.  
President

STATE OF MISSISSIPPI

COUNTY OF DESOTO

This day personally appeared before the undersigned Notary Public in and for said County and State the within and above named W. C. JENNE, JR., PRESIDENT OF S&W CONSTRUCTION COMPANY OF TENN., INC.

who acknowledged that he signed and delivered the foregoing Assignment of Deed of Trust on the day and year therein mentioned.

WITNESS my hand and seal Notarial this 18th day of August, 19 75.

[Signature of Notary Public]  
NOTARY PUBLIC

My Commission Expires March 3, 1976

STATE OF MISSISSIPPI, DESOTO COUNTY  
I certify that the within instrument was filed for record at 9 o'clock 25 minutes P.M. 19 day of Aug. 1975, and that the same has been recorded in Book 189 Page 395 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 20 day of Aug. 1975.  
Fees \$250 pd.

SEAL [Signature of H. P. Ferguson] CLERK

ASSIGNMENT OF DEED OF TRUST

FOR AND IN CONSIDERATION of the sum of One (\$1.00) Dollar and Other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby assign, set over, and transfer unto NORTH MISSISSIPPI SAVINGS & LOAN ASSOCIATION all right, title and interest in and to that certain Deed of Trust executed for the benefit of the undersigned by

GEORGE L. TURNER, JR. AND WIFE, JUDITH G. TURNER

dated July 20, 1975, recorded in Book 189 at Page 289

of the Land Trust Deed Records of DESOTO

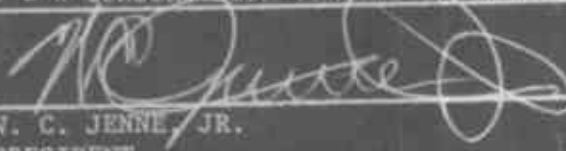
County, Mississippi, together with a note evidencing the indebtedness secured thereby in the original principal amount of \$ 13,300.00,

the principal unpaid balance of which the undersigned warrants to be \$ 13,300.00 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.

This the 18th day of August, 1975.

S & W CONSTRUCTION COMPANY OF TENN., INC.



W. C. JENNE, JR.  
PRESIDENT

STATE OF MISSISSIPPI

COUNTY OF DESOTO

This day personally appeared before the undersigned Notary Public in and for said County and State the within and above named

W. C. JENNE, JR., PRESIDENT OF S&W CONSTRUCTION COMPANY OF TENN., INC.

who acknowledged that he signed and delivered the foregoing Assignment of Deed of Trust on the day and year therein mentioned.

WITNESS my hand and seal Notarial this 18th day of August, 1975.

  
NOTARY PUBLIC

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 9 o'clock 25 minutes A M. 19 day of Aug. 1975, and that the same has been recorded in Book 189 Page 396 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 20 day of Aug. 1975.

Fees \$ 2.50 pd.

SEAL H. P. Ferguson, CLERK

ASSIGNMENT OF DEED OF TRUST

FOR AND IN CONSIDERATION of the sum of One (\$1.00) Dollar and Other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby assign, set over, and transfer unto NORTH MISSISSIPPI SAVINGS & LOAN ASSOCIATION all right, title and interest in and to that certain Deed of Trust executed for the benefit of the undersigned by

JAMES A. TEAT

dated August 10, 1975, recorded in Book 189 at Page 287 of the Land Trust Deed Records of DESOTO County, Mississippi, together with a note evidencing the indebtedness secured thereby in the original principal amount of \$ 5,800.00, the principal unpaid balance of which the undersigned warrants to be \$ 5,800.00 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.

This the 18th day of August, 19 75.

S & W CONSTRUCTION COMPANY OF TENN., INC.

W. C. Jenne, Jr.

President

STATE OF MISSISSIPPI

COUNTY OF DESOTO

This day personally appeared before the undersigned Notary Public in and for said County and State the within and above named W. C. JENNE, JR., PRESIDENT OF S&W CONSTRUCTION COMPANY OF TENN., INC.

who acknowledged that he signed and delivered the foregoing Assignment of Deed of Trust on the day and year therein mentioned.

WITNESS my hand and seal Notarial this 18th day of August, 19 75.

[Signature]  
NOTARY PUBLIC

My Commission Expires March 3, 1976



STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 9 o'clock 25 minutes A. M. 19 day of Aug. 1975, and that the same has been recorded in Book 189 Page 394 record of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 20 day of Aug. 1975.

Fees \$ 2.50 pd.

SEAL H. P. Ferguson, CLERK

ASSIGNMENT OF DEED OF TRUST

FOR AND IN CONSIDERATION of the sum of One (\$1.00) Dollar and Other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby assign, set over, and transfer unto NORTH MISSISSIPPI SAVINGS & LOAN ASSOCIATION all right, title and interest in and to that certain Deed of Trust executed for the benefit of the undersigned by

W. DELL STAFFORD AND WIFE, LINDA A. STAFFORD

dated July 21, 1975, recorded in Book 189 at Page 285 of the Land Trust Deed Records of DESOTO County, Mississippi, together with a note evidencing the indebtedness secured thereby in the original principal amount of \$ 6,500.00, the principal unpaid balance of which the undersigned warrants to be \$ 6,500.00 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.

This the 18th day of August, 1975.

S & W CONSTRUCTION COMPANY OF TENN., INC.

*[Signature]*  
W. C. Jenne, Jr.  
President

STATE OF MISSISSIPPI

COUNTY OF DESOTO

This day personally appeared before the undersigned Notary Public in and for said County and State the within and above named W. C. JENNE, JR., PRESIDENT OF S&W CONSTRUCTION COMPANY OF TENN., INC.

who acknowledged that he signed and delivered the foregoing Assignment of Deed of Trust on the day and year therein mentioned.

WITNESS my hand and seal Notarial this 18th day of August, 1975.

*[Signature]*  
NOTARY PUBLIC



STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 9 o'clock 25 minutes A M, 19 day of Aug. 1975, and that the same has been recorded in Book 189 Page 398 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 20 day of Aug., 1975.

Fees \$ 2.50 pd.

SEAL *[Signature]*, CLERK

ASSIGNMENT OF DEED OF TRUST

FOR AND IN CONSIDERATION of the sum of One (\$1.00) Dollar and Other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby assign, set over, and transfer unto NORTH MISSISSIPPI SAVINGS & LOAN ASSOCIATION all right, title and interest in and to that certain Deed of Trust executed for the benefit of the undersigned by

PETE SPICER AND WIFE, MILDRED SPICER

dated August 9, 1975, recorded in Book 189 at Page 283 of the Land Trust Deed Records of DESOTO County, Mississippi, together with a note evidencing the indebtedness secured thereby in the original principal amount of \$ 6,700.00, the principal unpaid balance of which the undersigned warrants to be \$ 6,700.00 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.

This the 18th day of August, 19 75.

S & W CONSTRUCTION COMPANY OF TENN., INC.  
W. C. Jenne, Jr.  
President

STATE OF MISSISSIPPI  
COUNTY OF DESOTO

This day personally appeared before the undersigned Notary Public in and for said County and State the within and above named W. C. JENNE, JR., PRESIDENT OF S&W CONSTRUCTION COMPANY OF TENN., INC. who acknowledged that he signed and delivered the foregoing Assignment of Deed of Trust on the day and year therein mentioned.

WITNESS my hand and seal Notarial this 18th day of August, 19 75.

[Signature]  
NOTARY PUBLIC



STATE OF MISSISSIPPI, DESOTO COUNTY  
I certify that the within instrument was filed for record at 9 o'clock 25 minutes A M. 19 day of Aug. 1975, and that the same has been recorded in Book 189 Page 399 records of REAL ESTATE TRUST DEEDS of said County.  
Witness my hand and seal this the 20 day of Aug. 1975.  
Fees \$ 2.50 pd.  
SEAL H. P. Ferguson, CLERK

400

ASSIGNMENT OF DEED OF TRUST

FOR AND IN CONSIDERATION of the sum of One (\$1.00) Dollar and Other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby assign, set over, and transfer unto NORTH MISSISSIPPI SAVINGS & LOAN ASSOCIATION all right, title and interest in and to that certain Deed of Trust executed for the benefit of the undersigned by


MOODY B. RIALES

dated August 10, 1975, recorded in Book 189 at Page 281 of the Land Trust Deed Records of DESOTO County, Mississippi, together with a note evidencing the indebtedness secured thereby in the original principal amount of \$ 6,300.00, the principal unpaid balance of which the undersigned warrants to be \$ 6,300.00 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.

This the 18th day of August, 19 75.

S & W CONSTRUCTION COMPANY OF TENN., INC.

  
W. C. Jenne, Jr.  
President

STATE OF MISSISSIPPI

COUNTY OF DESOTO

This day personally appeared before the undersigned Notary Public in and for said County and State the within and above named W. C. JENNE, JR., PRESIDENT OF S&W CONSTRUCTION COMPANY OF TENN., INC.

who acknowledged that he signed and delivered the foregoing Assignment of Deed of Trust on the day and year therein mentioned.

WITNESS my hand and seal Notarial this 18th day of August, 19 75.

  
NOTARY PUBLIC



STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 9 o'clock 25 minutes A M. 19 day of Aug. 1975, and that the same has been recorded in Book 189 Page 400 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 20 day of Aug. 1975.

Fees \$ 2.50 pd.

SEAL  CLERK



ASSIGNMENT OF DEED OF TRUST

FOR AND IN CONSIDERATION of the sum of One (\$1.00) Dollar and Other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby assign, set over, and transfer unto NORTH MISSISSIPPI SAVINGS & LOAN ASSOCIATION all right, title and interest in and to that certain Deed of Trust executed for the benefit of the undersigned by

DONALD I. NEWMAN AND WIFE, BERTHA MAE NEWMAN

dated August 10, 1975, recorded in Book 189 at Page 279 of the Land Trust Deed Records of DESOTO County, Mississippi, together with a note evidencing the indebtedness secured thereby in the original principal amount of \$ 8,100.00, the principal unpaid balance of which the undersigned warrants to be \$ 8,100.00 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.

This the 18th day of August, 19 75.

S & W CONSTRUCTION COMPANY OF TENN., INC.

  
W. C. Jenne, Jr.  
President

STATE OF MISSISSIPPI

COUNTY OF DESOTO

This day personally appeared before the undersigned Notary Public in and for said County and State the within and above named W. C. JENNE, JR., PRESIDENT OF S&W CONSTRUCTION COMPANY OF TENN., INC.

who acknowledged that he signed and delivered the foregoing Assignment of Deed of Trust on the day and year therein mentioned.

WITNESS my hand and seal Notarial this 18th day of August, 19 75.

  
NOTARY PUBLIC



STATE OF MISSISSIPPI, DESOTO COUNTY  
I certify that the within instrument was filed for record at 9 o'clock 25 minutes A M. 19 day of Aug. 1975, and that the same has been recorded in Book 189 Page 401 records of REAL ESTATE TRUST-DEEDS of said County.

Witness my hand and seal this the 20 day of Aug. 1975.  
Fees \$ 2.50

SEAL H. P. Ferguson CLERK

402

ASSIGNMENT OF DEED OF TRUST

FOR AND IN CONSIDERATION of the sum of One (\$1.00) Dollar and Other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby assign, set over, and transfer unto NORTH MISSISSIPPI SAVINGS & LOAN ASSOCIATION all right, title and interest in and to that certain Deed of Trust executed for the benefit of the undersigned by

Ronald M. Moody and wife, Dayna L. Moody

dated July 28, 1975, recorded in Book 189 at Page 275 of the Land Trust Deed Records of DeSoto County, Mississippi, together with a note evidencing the indebtedness secured thereby in the original principal amount of \$ 6,300.00, the principal unpaid balance of which the undersigned warrants to be \$ 6,300.00 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.

This the 18th day of August, 19 75.

S & W CONSTRUCTION COMPANY OF TENN., INC.

*[Handwritten Signature]*

W. C. Jenne., Jr., President

STATE OF MISSISSIPPI

COUNTY OF DESOTO

This day personally appeared before the undersigned Notary Public in and for said County and State the within and above named W. C. JENNE, JR., PRESIDENT OF S&W CONSTRUCTION COMPANY OF TENN., INC.

who acknowledged that he signed and delivered the foregoing Assignment of Deed of Trust on the day and year therein mentioned.

WITNESS my hand and seal Notarial this 18th day of August, 19 75.



*[Handwritten Signature]*  
NOTARY PUBLIC

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 9 o'clock 25 minutes A. M. 19 day of Aug 1975, and that the same has been recorded in Book 189 Page 402 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 20 day of Aug. 1975.

Fees \$ 2.50.

SEAL *[Handwritten Signature]* CLERK

ASSIGNMENT OF DEED OF TRUST

FOR AND IN CONSIDERATION of the sum of One (\$1.00) Dollar and Other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby assign, set over, and transfer unto NORTH MISSISSIPPI SAVINGS & LOAN ASSOCIATION all right, title and interest in and to that certain Deed of Trust executed for the benefit of the undersigned by  
MYRL MABIS AND WIFE, MILDRED R. MABIS

dated August 9, 1975, recorded in Book 189 at Page 277 of the Land Trust Deed Records of DESOTO County, Mississippi, together with a note evidencing the indebtedness secured thereby in the original principal amount of \$ 5,300.00, the principal unpaid balance of which the undersigned warrants to be \$ 5,300.00 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.

This the 18th day of August, 19 75.

S & W CONSTRUCTION COMPANY OF TENN., INC.

  
W. C. Jenne, Jr.  
President

STATE OF MISSISSIPPI

COUNTY OF DESOTO

This day personally appeared before the undersigned Notary Public in and for said County and State the within and above named W. C. JENNE, JR., PRESIDENT OF S&W CONSTRUCTION COMPANY OF TENN., INC.

who acknowledged that he signed and delivered the foregoing Assignment of Deed of Trust on the day and year therein mentioned.

WITNESS my hand and seal Notarial this 18th day of August, 19 75.

  
NOTARY PUBLIC



STATE OF MISSISSIPPI, DESOTO COUNTY  
I certify that the within instrument was filed for record at 9 o'clock 25 minutes A M. 19 day of Aug. 1975, and that the same has been recorded in Book 189 Page 403 records of REAL ESTATE TRUST DEEDS of said County.  
Witness my hand and seal this the 20 day of Aug. 1975.  
Fees \$ 2.50  
SEAL H. P. Ferguson CLERK

ASSIGNMENT OF DEED OF TRUST

FOR AND IN CONSIDERATION of the sum of One (\$1.00) Dollar and Other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby assign, set over, and transfer unto NORTH MISSISSIPPI SAVINGS & LOAN ASSOCIATION all right, title and interest in and to that certain Deed of Trust executed for the benefit of the undersigned by

WILLIAM F. KOLB AND WIFE, LAURA E. KOLB

dated August 3, 1975, recorded in Book 189 at Page 273 of the Land Trust Deed Records of DESOTO County, Mississippi, together with a note evidencing the indebtedness secured thereby in the original principal amount of \$ 5,400.00, the principal unpaid balance of which the undersigned warrants to be \$ 5,400.00 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.

This the 18th day of August, 19 75.

S & W CONSTRUCTION COMPANY OF TENN., INC.

*[Handwritten Signature]*

W. C. Jenne, Jr.  
President

STATE OF MISSISSIPPI

COUNTY OF DESOTO

This day personally appeared before the undersigned Notary Public in and for said County and State the within and above named W. C. JENNE, JR., PRESIDENT OF S&W CONSTRUCTION COMPANY OF TENN., INC.

who acknowledged that he signed and delivered the foregoing Assignment of Deed of Trust on the day and year therein mentioned.

WITNESS my hand and seal Notarial this 18th day of August, 19 75.



*[Handwritten Signature]*  
NOTARY PUBLIC

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 9 o'clock 25 minutes A M. 19 day of Aug. 1975, and that the same has been recorded in Book 189 Page 404 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 20 day of Aug. 1975.

Fees \$ 2.50 pd.

SEAL *[Handwritten Signature]* CLERK

ASSIGNMENT OF DEED OF TRUST

FOR AND IN CONSIDERATION of the sum of One (\$1.00) Dollar and Other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby assign, set over, and transfer unto NORTH MISSISSIPPI SAVINGS & LOAN ASSOCIATION all right, title and interest in and to that certain Deed of Trust executed for the benefit of the undersigned by


JAMES R. JEFFREYS AND WIFE, CAROLYN F. JEFFREYS

dated August 6, 1975, recorded in Book 189 at Page 269 of the Land Trust Deed Records of DESOTO County, Mississippi, together with a note evidencing the indebtedness secured thereby in the original principal amount of \$ 5,800.00, the principal unpaid balance of which the undersigned warrants to be \$ 5,800.00 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.

This the 18th day of August, 19 75.

S & W CONSTRUCTION COMPANY OF TENN., INC.

  
W. C. Jenne, Jr.  
President

STATE OF MISSISSIPPI

COUNTY OF DESOTO

This day personally appeared before the undersigned Notary Public in and for said County and State the within and above named W. C. JENNE, JR., PRESIDENT OF S&W CONSTRUCTION COMPANY OF TENN., INC.

who acknowledged that he signed and delivered the foregoing Assignment of Deed of Trust on the day and year therein mentioned.

WITNESS my hand and seal Notarial this 18th day of August, 19 75.



  
NOTARY PUBLIC

STATE OF MISSISSIPPI, DESOTO COUNTY  
I certify that the within instrument was filed for record at 9 o'clock 25 minutes A.M. 19 day of Aug. 1975, and that the same has been recorded in Book 189 Page 405 record of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 20 day of Aug. 1975.

Fees \$ 2.50 ad.

SEAL  CLERK

ASSIGNMENT OF DEED OF TRUST

FOR AND IN CONSIDERATION of the sum of One (\$1.00) Dollar and Other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby assign, set over, and transfer unto NORTH MISSISSIPPI SAVINGS & LOAN ASSOCIATION all right, title and interest in and to that certain Deed of Trust executed for the benefit of the undersigned by

WILLIAM O. JONES AND WIFE, JUNE Q. JONES

dated August 10, 1975, recorded in Book 189 at Page 271 of the Land Trust Deed Records of DESOTO County, Mississippi, together with a note evidencing the indebtedness secured thereby in the original principal amount of \$ 5,800.00, the principal unpaid balance of which the undersigned warrants to be \$ 5,800.00 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.

This the 18th day of August, 1975.

S & W CONSTRUCTION COMPANY OF TENN., INC

  
W. C. Jenne, Jr., President

STATE OF MISSISSIPPI

COUNTY OF DESOTO

This day personally appeared before the undersigned Notary Public in and for said County and State the within and above named W. C. JENNE, JR., PRESIDENT OF S&W CONSTRUCTION COMPANY OF TENN., INC.

who acknowledged that he signed and delivered the foregoing Assignment of Deed of Trust on the day and year therein mentioned.

WITNESS my hand and seal Notarial this 18th day of August, 1975.

  
NOTARY PUBLIC



STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 9 o'clock 25 minutes A. M. 19 day of Aug. 1975, and that the same has been recorded in Book 189 Page 406 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 20 day of Aug. 1975.

Fees \$ 2.50 pd.

SEAL  CLERK

ASSIGNMENT OF DEED OF TRUST

FOR AND IN CONSIDERATION of the sum of One (\$1.00) Dollar and Other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby assign, set over, and transfer unto NORTH MISSISSIPPI SAVINGS & LOAN ASSOCIATION all right, title and interest in and to that certain Deed of Trust executed for the benefit of the undersigned by

CHARLES W. HOUSEAL, SR., AND WIFE, EMMA S. HOUSEAL

dated August 10, 1975, recorded in Book 189 at Page 267 of the Land Trust Deed Records of DeSoto County, Mississippi, together with a note evidencing the indebtedness secured thereby in the original principal amount of \$ 4,000.00, the principal unpaid balance of which the undersigned warrants to be \$ 4,000.00 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.

This the 18th day of August, 1975.

S & W CONSTRUCTION COMPANY OF TENN., INC.

[Handwritten signature]

W. C. Jenne, Jr., President

STATE OF MISSISSIPPI

COUNTY OF DESOTO

This day personally appeared before the undersigned Notary Public in and for said County and State the within and above named W. C. JENNE, JR., PRESIDENT OF S&W CONSTRUCTION COMPANY OF TENN., INC.

who acknowledged that he signed and delivered the foregoing Assignment of Deed of Trust on the day and year therein mentioned.

WITNESS my hand and seal Notarial this 18th day of August, 1975.



[Handwritten signature] NOTARY PUBLIC

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 9 o'clock 25 minutes A.M. 19 day of Aug. 1975, and that the same has been recorded in Book 189 Page 407 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 20 day of August 1975.

Fees \$ 2.50 pd.

SEAL [Handwritten signature] CLERK

ASSIGNMENT OF DEED OF TRUST

FOR AND IN CONSIDERATION of the sum of One (\$1.00) Dollar and Other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby assign, set over, and transfer unto NORTH MISSISSIPPI SAVINGS & LOAN ASSOCIATION all right, title and interest in and to that certain Deed of Trust executed for the benefit of the undersigned by

NORMAN B. HASTINGS, JR. AND WIFE, REGINA M. HASTINGS

dated August 3, 1975, recorded in Book 189 at Page 265

of the Land Trust Deed Records of DeSoto

County, Mississippi, together with a note evidencing the indebtedness secured thereby in the original principal amount of \$ 6,300.00, the principal unpaid balance of which the undersigned warrants to be \$ 6,300.00 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.

This the 18th day of August, 19 75.

S & W CONSTRUCTION COMPANY OF TENN., INC.

  
W. C. Jenne, Jr., President

STATE OF MISSISSIPPI

COUNTY OF DESOTO

This day personally appeared before the undersigned Notary Public in and for said County and State the within and above named W. C. JENNE, JR., PRESIDENT OF S&W CONSTRUCTION COMPANY OF TENN., INC.

who acknowledged that he signed and delivered the foregoing Assignment of Deed of Trust on the day and year therein mentioned.

WITNESS my hand and seal Notarial this 18th day of August, 19 75.

  
NOTARY PUBLIC



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 Aug. 1975, and that the same has been recorded in Book 189 Page 408 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 20 day of Aug. 1975.

Fees \$ 2.50 ad.

SEAL H. P. Ferguson CLERK



ASSIGNMENT OF DEED OF TRUST

FOR AND IN CONSIDERATION of the sum of One (\$1.00) Dollar and Other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby assign, set over, and transfer unto NORTH MISSISSIPPI SAVINGS & LOAN ASSOCIATION all right, title and interest in and to that certain Deed of Trust executed for the benefit of the undersigned by

CURTIS W. GILL AND WIFE, LOIS V. GILL

dated July 27, 1975, recorded in Book 189 at Page 263 of the Land Trust Deed Records of DeSoto County, Mississippi, together with a note evidencing the indebtedness secured thereby in the original principal amount of \$ 6,700.00, the principal unpaid balance of which the undersigned warrants to be \$ 6,700.00 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.

This the 18th day of August, 1975.

S & W CONSTRUCTION COMPANY OF TENN., INC.

[Signature] W. C. Jenne, Jr., President

STATE OF MISSISSIPPI COUNTY OF DESOTO

This day personally appeared before the undersigned Notary Public in and for said County and State the within and above named W. C. JENNE, JR., PRESIDENT OF S&W CONSTRUCTION COMPANY OF TENN., INC.

who acknowledged that he signed and delivered the foregoing Assignment of Deed of Trust on the day and year therein mentioned.

WITNESS my hand and seal Notarial this 18th day of August, 1975.

[Signature] NOTARY PUBLIC



STATE OF MISSISSIPPI, DESOTO COUNTY I certify that the within instrument was filed for record at 9 o'clock 25 minutes A.M. 19 day of Aug 1975, and that the same has been recorded in Book 189 Page 469 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 20 day of Aug. 1975. Fees \$ 2.50 pd.

SEAL [Signature] CLERK

ASSIGNMENT OF DEED OF TRUST

FOR AND IN CONSIDERATION of the sum of One (\$1.00) Dollar and Other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby assign, set over, and transfer unto NORTH MISSISSIPPI SAVINGS & LOAN ASSOCIATION all right, title and interest in and to that certain Deed of Trust executed for the benefit of the undersigned by

JOHN R. GORES AND WIFE, DOROTHY GORES

dated July 21, 1975, recorded in Book 189 at Page 261 of the Land Trust Deed Records of DeSoto County, Mississippi, together with a note evidencing the indebtedness secured thereby in the original principal amount of \$ 6,300.00, the principal unpaid balance of which the undersigned warrants to be \$ 6,300.00 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.

This the 18th day of August, 19 75.

S & W CONSTRUCTION COMPANY OF TENN., INC.

W. C. Jenne, Jr.  
President

STATE OF MISSISSIPPI

COUNTY OF DESOTO

This day personally appeared before the undersigned Notary Public in and for said County and State the within and above named W. C. JENNE, JR., PRESIDENT OF S&W CONSTRUCTION COMPANY OF TENN., INC.

who acknowledged that he signed and delivered the foregoing Assignment of Deed of Trust on the day and year therein mentioned.

WITNESS my hand and seal Notarial this 18th day of August, 19 75.

John W. Am...  
NOTARY PUBLIC



STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 9 o'clock 25 minutes A M. 19 day of August 1975, and that the same has been recorded in Book 189 Page 410 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 20 day of August 1975.

Fees \$ 2.50 pd.

SEAL H. P. Ferguson, CLERK

411

ASSIGNMENT OF DEED OF TRUST

FOR AND IN CONSIDERATION of the sum of One (\$1.00) Dollar and Other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby assign, set over, and transfer unto NORTH MISSISSIPPI SAVINGS & LOAN ASSOCIATION all right, title and interest in and to that certain Deed of Trust executed for the benefit of the undersigned by

JACOBI W. FLYNN AND WIFE, CLARA M. FLYNN

dated August 4, 1975, recorded in Book 189 at Page 259 of the Land Trust Deed Records of DeSoto County, Mississippi, together with a note evidencing the indebtedness secured thereby in the original principal amount of \$6,300.00, the principal unpaid balance of which the undersigned warrants to be \$ 6,300.00 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.

This the 18th day of August, 1975.

S & W CONSTRUCTION COMPANY OF TENN., INC.  
[Signature]  
W. C. Jenne, Jr., President

STATE OF MISSISSIPPI  
COUNTY OF DESOTO

This day personally appeared before the undersigned Notary Public in and for said County and State the within and above named W. C. JENNE, JR., PRESIDENT OF S&W CONSTRUCTION COMPANY OF TENN., INC. who acknowledged that he signed and delivered the foregoing Assignment of Deed of Trust on the day and year therein mentioned.

WITNESS my hand and seal Notarial this 18th day of August, 1975.

[Signature]  
NOTARY PUBLIC



STATE OF MISSISSIPPI, DESOTO COUNTY  
I certify that the within instrument was filed for record at 9 o'clock 25 minutes A. M. 19 day of Aug 1975, and that the same has been recorded in Book 189 Page 411 records of REAL ESTATE TRUST DEEDS of said County.  
Witness my hand and seal this the 20 day of Aug 1975.

Fees \$ 2.50 pd.

SEAL [Signature] CLERK

412

ASSIGNMENT OF DEED OF TRUST

FOR AND IN CONSIDERATION of the sum of One (\$1.00) Dollar and Other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby assign, set over, and transfer unto NORTH MISSISSIPPI SAVINGS & LOAN ASSOCIATION all right, title and interest in and to that certain Deed of Trust executed for the benefit of the undersigned by

JAMES M. DAVIS AND WIFE, LINDA J. DAVIS

dated August 4, 1975, recorded in Book 189 at Page 257 of the Land Trust Deed Records of DeSoto County, Mississippi, together with a note evidencing the indebtedness secured thereby in the original principal amount of \$ 4,900.00, the principal unpaid balance of which the undersigned warrants to be \$ 4,900.00 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.

This the 18th day of August, 19 75.

S & W CONSTRUCTION COMPANY OF TENN., INC.

[Signature]  
W. C. Jenne, Jr., President

STATE OF MISSISSIPPI

COUNTY OF DESOTO

This day personally appeared before the undersigned Notary Public in and for said County and State the within and above named W. C. JENNE, JR., PRESIDENT OF S&W CONSTRUCTION COMPANY OF TENN., INC.

who acknowledged that he signed and delivered the foregoing Assignment of Deed of Trust on the day and year therein mentioned.

WITNESS my hand and seal Notarial this 18th day of August, 19 75.

[Signature]  
NOTARY PUBLIC



STATE OF MISSISSIPPI, DESOTO COUNTY  
I certify that the within instrument was filed for record at 9 o'clock 25 minutes a M. 19 day of Aug. 1975, and that the same has been recorded in Book 189 Page 412 records of REAL ESTATE TRUST DEEDS of said County.  
Witness my hand and seal this the 20 day of Aug. 1975.

Fees \$ 2.50 pd.

SEAL [Signature] CLERK

ASSIGNMENT OF DEED OF TRUST

FOR AND IN CONSIDERATION of the sum of One (\$1.00) Dollar and Other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby assign, set over, and transfer unto NORTH MISSISSIPPI SAVINGS & LOAN ASSOCIATION all right, title and interest in and to that certain Deed of Trust executed for the benefit of the undersigned by

RICHARD H. DOUGHTY

dated August 6, 1975, recorded in Book 189 at Page 255 of the Land Trust Deed Records of DeSoto County, Mississippi, together with a note evidencing the indebtedness secured thereby in the original principal amount of \$ 4,900.00, the principal unpaid balance of which the undersigned warrants to be \$ 4,900.00 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.

This the 18th day of August, 19 75.

S & W CONSTRUCTION COMPANY OF TENN., INC.  
  
W. C. Jenne, Jr., President

STATE OF MISSISSIPPI  
COUNTY OF DESOTO

This day personally appeared before the undersigned Notary Public in and for said County and State the within and above named W. C. JENNE, JR., PRESIDENT OF S&W CONSTRUCTION COMPANY OF TENN., INC.

who acknowledged that he signed and delivered the foregoing Assignment of Deed of Trust on the day and year therein mentioned.

WITNESS my hand and seal Notarial this 18th day of August, 19 75.

  
NOTARY PUBLIC



STATE OF MISSISSIPPI, DESOTO COUNTY  
I certify that the within instrument was filed for record at 9 o'clock 25 minutes 2 M. 19 day of Aug. 1975, and that the same has been recorded in Book 189 Page 413 records of REAL ESTATE TRUST DEEDS of said County.  
Witness my hand and seal this the 20 day of Aug. 1975.

Fees \$ 2.50 pd.

SEAL H. P. Ferguson, CLERK

ASSIGNMENT OF DEED OF TRUST

FOR AND IN CONSIDERATION of the sum of One (\$1.00) Dollar and Other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby assign, set over, and transfer unto NORTH MISSISSIPPI SAVINGS & LOAN ASSOCIATION all right, title and interest in and to that certain Deed of Trust executed for the benefit of the undersigned by

WILLIAM C. COOLEY

dated August 5, 1975, recorded in Book 189 at Page 249 of the Land Trust Deed Records of DeSoto County, Mississippi, together with a note evidencing the indebtedness secured thereby in the original principal amount of \$ 6,700.00, the principal unpaid balance of which the undersigned warrants to be \$ 6,700.00 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.

This the 18th day of August, 19 75.

S & W CONSTRUCTION COMPANY OF TENN., INC.

[Signature]  
W. C. Jenne, Jr., President

STATE OF MISSISSIPPI

COUNTY OF DESOTO

This day personally appeared before the undersigned Notary Public in and for said County and State the within and above named W. C. JENNE, JR., PRESIDENT OF S&W CONSTRUCTION COMPANY OF TENN., INC.

who acknowledged that he signed and delivered the foregoing Assignment of Deed of Trust on the day and year therein mentioned.

WITNESS my hand and seal Notarial this 18th day of August, 19 75.

[Signature]  
NOTARY PUBLIC



STATE OF MISSISSIPPI, DESOTO COUNTY  
I certify that the within instrument was filed for record at 9 o'clock 25 minutes a M. 19 day of Aug. 1975, and that the same has been recorded in Book 189 Page 414 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 20 day of Aug. 1975.

Fees 2.50 pd.

SEAL [Signature] CLERK

ASSIGNMENT OF DEED OF TRUST

FOR AND IN CONSIDERATION of the sum of One (\$1.00) Dollar and Other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby assign, set over, and transfer unto NORTH MISSISSIPPI SAVINGS & LOAN ASSOCIATION all right, title and interest in and to that certain Deed of Trust executed for the benefit of the undersigned by

ARNOLD J. CREEKMORE AND WIFE, GERALDINE B. CREEKMORE

dated August 10, 1975, recorded in Book 189 at Page 253 of the Land Trust Deed Records of DeSoto County, Mississippi, together with a note evidencing the indebtedness secured thereby in the original principal amount of \$ 6,300.00, the principal unpaid balance of which the undersigned warrants to be \$ 6,300.00 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.

This the 18th day of August, 19 75.

S & W CONSTRUCTION COMPANY OF TENN., INC.

*W. C. Jenne, Jr.*  
W. C. Jenne, Jr., President

STATE OF MISSISSIPPI  
COUNTY OF DESOTO

This day personally appeared before the undersigned Notary Public in and for said County and State the within and above named W. C. JENNE, JR., PRESIDENT OF S&W CONSTRUCTION COMPANY OF TENN., INC.

who acknowledged that he signed and delivered the foregoing Assignment of Deed of Trust on the day and year therein mentioned.

WITNESS my hand and seal Notarial this 18th day of August, 19 75.

*John C. Ann*  
NOTARY PUBLIC



STATE OF MISSISSIPPI, DESOTO COUNTY  
I certify that the within instrument was filed for record at 9 o'clock 25 minutes a M. 19 day of Aug. 1975, and that the same has been recorded in Book 189 Page 415 records of REAL ESTATE TRUST DEEDS of said County.  
Witness my hand and seal this the 20 day of Aug. 1975.  
Fees \$ 2.50 pd.

SEAL *H. P. Ferguson* CLERK

ASSIGNMENT OF DEED OF TRUST

FOR AND IN CONSIDERATION of the sum of One (\$1.00) Dollar and Other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby assign, set over, and transfer unto NORTH MISSISSIPPI SAVINGS & LOAN ASSOCIATION all right, title and interest in and to that certain Deed of Trust executed for the benefit of the undersigned by

Paul Clarkson and wife, Mary Clarkson dated August 10, 1975, recorded in Book 189 at Page 251 of the Land Trust Deed Records of DeSoto County, Mississippi, together with a note evidencing the indebtedness secured thereby in the original principal amount of \$ 6,700.00, the principal unpaid balance of which the undersigned warrants to be \$ 6,700.00 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.

This the 18th day of August, 1975.

S & W CONSTRUCTION COMPANY OF TENN., INC. W. C. Jenne, Jr., President

STATE OF MISSISSIPPI COUNTY OF DESOTO

This day personally appeared before the undersigned Notary Public in and for said County and State the within and above named W. C. JENNE, JR., PRESIDENT OF S&W CONSTRUCTION COMPANY OF TENN., INC.

who acknowledged that he signed and delivered the foregoing Assignment of Deed of Trust on the day and year therein mentioned.

WITNESS my hand and seal Notarial this 18th day of August, 1975.

NOTARY PUBLIC



STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 9 o'clock 25 minutes A.M. 19 day of Aug 1975, and that the same has been recorded in Book 189 Page 416 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 20 day of Aug. 1975.

Fees \$ 2.50

SEAL H. P. Ferguson, CLERK



ASSIGNMENT OF DEED OF TRUST

FOR AND IN CONSIDERATION of the sum of One (\$1.00) Dollar and Other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby assign, set over, and transfer unto NORTH MISSISSIPPI SAVINGS & LOAN ASSOCIATION all right, title and interest in and to that certain Deed of Trust executed for the benefit of the undersigned by

JOHN T. BAILEY AND WIFE, EMMA LOU BAILEY

dated August 8, 1975, recorded in Book 189 at Page 241 of the Land Trust Deed Records of DESOTO County, Mississippi, together with a note evidencing the indebtedness secured thereby in the original principal amount of \$ 7,600.00, the principal unpaid balance of which the undersigned warrants to be \$ 7,600.00 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.

This the 18th day of August, 1975.

S & W Construction Company of Tenn., Inc.

*[Signature]*  
W. C. Jenne, Jr., President

STATE OF MISSISSIPPI  
COUNTY OF DESOTO

This day personally appeared before the undersigned Notary Public in and for said County and State the within and above named W. C. JENNE, JR., PRESIDENT OF S&W CONSTRUCTION COMPANY OF TENN., INC.

who acknowledged that he signed and delivered the foregoing Assignment of Deed of Trust on the day and year therein mentioned.

WITNESS my hand and seal Notarial this 18th day of August, 1975.

*[Signature]*  
NOTARY PUBLIC



STATE OF MISSISSIPPI, DESOTO COUNTY  
I certify that the within instrument was filed for record at 9 o'clock 25 minutes 2 M. 19 day of Aug. 1975, and that the same has been recorded in Book 189 Page 417 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 20 day of Aug. 1975.  
Fees \$ 2.50 pd.

SEAL *[Signature]* CLERK

418

ASSIGNMENT OF DEED OF TRUST

FOR AND IN CONSIDERATION of the sum of One (\$1.00) Dollar and Other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby assign, set over, and transfer unto NORTH MISSISSIPPI SAVINGS & LOAN ASSOCIATION all right, title and interest in and to that certain Deed of Trust executed for the benefit of the undersigned by

GORDON G. BAY AND WIFE, MARY LEE BAY

dated August 3, 1975, recorded in Book 189 at Page 243

of the Land Trust Deed Records of DeSoto

County, Mississippi, together with a note evidencing the indebtedness secured thereby in the original principal amount of \$ 6,200.00,

the principal unpaid balance of which the undersigned warrants to be \$ 6,200.00 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.

This the 18th day of August, 19 75.

S. & W. Construction Company of Tenn., Inc.

*W. C. Jenne, Jr.*  
W. C. Jenne, Jr., President

STATE OF MISSISSIPPI

COUNTY OF DESOTO

This day personally appeared before the undersigned Notary Public in and for said County and State the within and above named W. C. JENNE, JR., PRESIDENT OF S&W CONSTRUCTION COMPANY OF TENN., INC.

who acknowledged that he signed and delivered the foregoing Assignment of Deed of Trust on the day and year therein mentioned.

WITNESS my hand and seal Notarial this 18th day of August, 19 75.



*James H. [unclear]*  
NOTARY PUBLIC

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 9 o'clock 25 minutes A M. 19 day of Aug. 1975, and that the same has been recorded in Book 189 Page 418 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 20 day of Aug. 1975.

Fees \$ 2.50 pd.

SEAL *H. P. Ferguson* CLERK

ASSIGNMENT OF DEED OF TRUST

FOR AND IN CONSIDERATION of the sum of One (\$1.00) Dollar and Other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby assign, set over, and transfer unto NORTH MISSISSIPPI SAVINGS & LOAN ASSOCIATION all right, title and interest in and to that certain Deed of Trust executed for the benefit of the undersigned by

THOMAS E. BURCHFIELD AND WIFE, ANNIE MAE BURCHFIELD

dated August 10, 1975, recorded in Book 189 at Page 239 of the Land Trust Deed Records of DeSoto County, Mississippi, together with a note evidencing the indebtedness secured thereby in the original principal amount of \$ 6,300.00, the principal unpaid balance of which the undersigned warrants to be \$ 6,300.00 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.

This the 18th day of August, 19 75.

S & W Construction Company of Tenn., Inc.

*[Signature]*  
W. C. Jenne, Jr., President

STATE OF MISSISSIPPI

COUNTY OF DESOTO

This day personally appeared before the undersigned Notary Public in and for said County and State the within and above named W. C. JENNE, JR., PRESIDENT OF S&W CONSTRUCTION COMPANY OF TENN., INC.

who acknowledged that he signed and delivered the foregoing Assignment of Deed of Trust on the day and year therein mentioned.

WITNESS my hand and seal Notarial this 18th day of August, 19 75.



*[Signature]*  
NOTARY PUBLIC

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 9 o'clock 25 minutes A M. 19 day of Aug. 1975, and that the same has been recorded in Book 189 Page 419 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 20 day of Aug. 1975.

Fees \$ 2.50 pd.

SEAL *[Signature]* CLERK

420

ASSIGNMENT OF DEED OF TRUST

FOR AND IN CONSIDERATION of the sum of One (\$1.00) Dollar and Other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby assign, set over, and transfer unto NORTH MISSISSIPPI SAVINGS & LOAN ASSOCIATION all right, title and interest in and to that certain Deed of Trust executed for the benefit of the undersigned by

RICHARD L. BUSBY AND WIFE, DEBORAH H. BUSBY

dated August 2, 1975, recorded in Book 189 at Page 245 of the Land Trust Deed Records of DeSoto County, Mississippi, together with a note evidencing the indebtedness secured thereby in the original principal amount of \$ 5,800.00, the principal unpaid balance of which the undersigned warrants to be \$ 5,800.00 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.

This the 18th day of August, 1975.

S & W Construction Company of Tenn., Inc.  
  
W. C. Jenne, Jr., President

STATE OF MISSISSIPPI

COUNTY OF DESOTO

This day personally appeared before the undersigned Notary Public in and for said County and State the within and above named W. C. JENNE, JR., PRESIDENT OF SAW CONSTRUCTION COMPANY OF TENN., INC.

who acknowledged that he signed and delivered the foregoing Assignment of Deed of Trust on the day and year therein mentioned.

WITNESS my hand and seal Notarial this 18th day of August, 1975.



  
NOTARY PUBLIC

STATE OF MISSISSIPPI, DESOTO COUNTY  
I certify that the within instrument was filed for record at 9 o'clock 25 minutes A M. 19 day of Aug. 1975, and that the same has been recorded in Book 189 Page 420 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 20 day of Aug. 1975.

Fees \$ 2.50 pd.

SEAL  CLERK

CANCELLED BY AUTHORITY. RECORDED IN BOOK 540 PAGE 502 Assignment of this instrument recorded in Real Estate 710 Book 421  
 No. 190 Page 374  
 THIS 3 DAY OF May 1975 This the 15 day of Sept. 1975  
W.E. Davis Chancery Clerk H. S. 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.

D-75147-SR  
 THIS DEED OF TRUST, made and entered into this 12th day of AUGUST, 1975, by and between

TOMMY F. WILDER AND WIFE, JANICE D. WILDER

PREPARED BY  
JURRIS WHITMAN, ATTY.  
6041 Knight Arnold Road  
Memphis, Tenn. 38118

, 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 1798, SECTION G, SOUTHAVEN WEST SUBDIVISION, AS SHOWN ON PLAT OF RECORD IN PLATBOOK 3, pages 31 and 32, IN SECTION 22, TOWNSHIP 1, RANGE 8, IN THE OFFICE OF THE CHANCERY CLERK OF DESOTO COUNTY, MISSISSIPPI, TO WHICH PLAT REFERENCE IS HEREBY MADE FOR A MORE PARTICULAR DESCRIPTION OF SAID LOT, AS PER SURVEY BY ACME ENGINEERING SERVICE DATED JULY 16, 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 SEVEN THOUSAND  
EIGHT HUNDRED AND NO/100 Dollars (\$ 27,800.00 ), with interest from date  
 at the rate of EIGHT AND 1/2 per centum ( 8-1/2 ) per annum on the balance remaining from  
 time to time unpaid; principal and interest being payable at the office of 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 TWO HUNDRED  
THIRTEEN AND 78/100 Dollars (\$ 213.78 ), commencing on the first day of  
OCTOBER, 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 SEPTEMBER, 2005.

The Grantor, in order more fully to protect the security of this Deed of Trust, does hereby covenant and agree as follows:

1. That he will pay all and singular the principal and interest and other sums of money payable by virtue of the note secured hereby and of this lien, at the times and in the manner in said note and hereinafter provided. Privilege is reserved to pay the debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due on the note, on the first day of any month prior to maturity; provided, however, that written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment.

2. That, together with and in addition to the monthly payments of principal and interest payable under the terms of the note secured hereby, he will pay to the Beneficiary on the first day of each month until the note is fully paid, the following sums:

(a) An amount sufficient to provide the holder hereof with funds to pay the next mortgage insurance premium if this instrument and the note secured hereby are insured, or a monthly charge (in lieu of a mortgage insurance premium) if they are held by the Secretary of Housing and Urban Development, as follows:

(I) If and so long as said note of even date and this instrument are insured or are reinsured under the provisions of the National Housing Act, an amount sufficient to accumulate in the hands of the holder one (1) month prior to its due date the annual mortgage insurance premium, in order to provide such holder with funds to pay such premium to the Secretary of Housing and Urban Development pursuant to the National Housing Act, as amended, and applicable Regulations thereunder; or

(II) If and so long as said note of even date and this instrument are held by the Secretary of Housing and Urban Development, a monthly charge (in lieu of a mortgage insurance premium) which shall be in an amount equal to one-twelfth (1/12) of one-half (1/2) per centum of the average outstanding balance due on the note computed without taking into account delinquencies or prepayments;

(b) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable to renew the policies of fire and other hazard insurance on the premises covered by this Deed of Trust, plus taxes and assessments next due on these premises (all as estimated by the Beneficiary) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by the Beneficiary in trust to pay said ground rents, premiums, taxes, and special assessments; and

(c) All payments mentioned in the two preceding subsections of this paragraph and all payments to be made under the note secured hereby shall be added together, and the aggregate amount thereof shall be paid by the Grantor each month in a single payment to be applied by the Beneficiary to the following items in the order set forth:

(I) premium charges under the contract of insurance with the Secretary of Housing and Urban Development, or monthly charge (in lieu of mortgage insurance premium), as the case may be;

(II) ground rents, if any, taxes, special assessments, fire and other hazard insurance premiums;

(III) interest on the note secured hereby; and

(IV) amortization of the principal of said note.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Grantor prior to the due date of the next such payment, constitute an event of default under this Deed of Trust. The Beneficiary may collect a "late charge" not to exceed two cents (2c) for each dollar (\$1) of each payment more than fifteen (15) days in arrears to cover the extra expense involved in handling delinquent payments.

3. If the total of the payments made by the Grantor under (b) of paragraph 2 preceding shall exceed the amount of the payments actually made by the Beneficiary for ground rents, taxes, or assessments, or insurance premiums, as the case may be, such excess at the option of the Beneficiary, shall be credited on subsequent payments to be made by the Grantor, or refunded to the Grantor. If, however, the monthly payments made by the Grantor under (b) of paragraph 2 preceding shall not be sufficient to pay ground rents, taxes and assessments, and insurance premiums, as the case may be, when the same shall become due and payable, then the Grantor shall pay to the Beneficiary any amount necessary to make up the deficiency, on or before the date when payment of such ground rents, taxes, assessments, or insurance premiums shall be due. If at any time the Grantor shall tender to the Beneficiary, in accordance with the provisions thereof, the full payment of the entire indebtedness represented thereby, the Beneficiary shall, in computing the amount of such indebtedness, credit to the account of the Grantor all payments made under the provisions of (a) of paragraph 2 hereof which the Beneficiary has not become obligated to pay to the Secretary of housing and Urban Development, and any balance remaining in the funds accumulated under the provisions of (b) of paragraph 2 hereof. If there shall be a default under any of the provisions of this Deed of Trust resulting in a public sale of the premises covered hereby or if the Beneficiary acquires the property otherwise after default, the Beneficiary shall apply, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under (b) of paragraph 2 preceding, as a credit against the amount of principal then remaining unpaid under the note secured hereby, and shall properly adjust any payments which shall have been made under (a) of paragraph 2.

4. That he will pay all and singular the costs, charges, and expenses including a 10% attorney's fee, reasonably incurred or paid at any time by the Beneficiary, because of the failure on the part of the Grantor to perform, comply with, and abide by each and every the stipulations, agreements, conditions, and covenants of the note secured hereby and of this Deed of Trust, or either, and every such payment shall bear interest from date at the rate set forth in the note secured hereby, shall be payable on demand, and shall be fully secured by this Deed of Trust.

5. That he will not commit, permit, or suffer waste, impairment, or deterioration of said property or any part thereof, and in the event of the failure of the Grantor to keep the buildings on said premises and those to be erected on said premises, or improvements thereon, in good repair, the Beneficiary may make such repairs as in its discretion it may deem necessary for the proper preservation thereof, and the sums so paid shall bear interest from date at the rate set forth in the note secured hereby, shall be payable on demand, and shall be fully secured by this Deed of Trust.

6. That he will keep the improvements now existing or hereafter erected on the said premises, insured as may be required from time to time by the Beneficiary against loss by fire and other hazards, casualties, and contingencies, including war damage, in such amounts and for such periods as may be required by the Beneficiary and will pay promptly, when due, any premiums on such insurance provision for payment of which has not been made hereinbefore. All insurance shall be carried in companies approved by the Beneficiary and the policies and renewals thereof shall be held by the Beneficiary and have attached thereto loss payable clauses in favor of and in form acceptable to the Beneficiary. In event of loss the Grantor will give immediate notice by mail to the Beneficiary, who may make proof of loss if not made promptly by the Grantor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Beneficiary instead of to the Grantor and the Beneficiary jointly, and the insurance proceeds, or any part thereof, may be applied by the Beneficiary at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this Deed of Trust or other transfer of title to the said premises in extinguishment of the indebtedness secured hereby, all right, title, and interest of the Grantor in and to any insurance policies then in force shall pass to the purchaser or grantee.

7. That he will pay all taxes, assessments, water rates, and other governmental or municipal charges, fines, or impositions, for which provision has not been made hereinbefore, and shall promptly deliver the official receipts therefor to the Beneficiary; and in default of such payment by the Grantor, the Beneficiary may pay the same, and any amount so paid by the Beneficiary shall then be added to the principal debt named herein and shall be secured hereby.

8. That if the premises, or any part thereof, be condemned under any power of eminent domain, or acquired for a public use, the damages, proceeds, and the consideration for such acquisition, to the extent of the full amount of indebtedness upon this Deed of Trust, and the note secured hereby remaining unpaid, are hereby assigned by the Grantor to the Beneficiary and shall be paid forthwith to the Beneficiary to be applied by it on account of the indebtedness secured hereby, whether due or not.

9. The Grantor further agrees that should this Deed of Trust and the note secured hereby not be eligible for insurance under the National Housing Act within SIXTY DAYS from the date hereof (written statement of any officer of the Department of Housing and Urban Development or authorized agent of the Secretary of Housing and Urban Development dated subsequent to the SIXTY DAYS time from the date of this Deed of Trust, declining to insure said note and this Deed of Trust, being deemed conclusive proof of such ineligibility), the Beneficiary or the holder of the note may, at its option, declare all sums secured hereby immediately due and payable.

If the Grantor shall well and truly keep and perform all the covenants and agreements in this Deed of Trust, and in the note hereby secured, set forth, and well and truly pay off and discharge the said note and other indebtedness secured and intended to be secured hereby, then this conveyance shall be null and void, but otherwise shall remain in full force and effect and at the request of the Beneficiary, the said Trustee, or any trustee 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 in payment of the monthly installment of principal and interest and escrow for taxes and hazard insurance, a sum equal to one-twelfth of the annual flood insurance premium in the event the Holder of the indebtedness requires flood insurance and same is available under the National Flood Insurance Act of 1968 or subsequent similar legislation; said sum to be held in escrow without liability on the part of the Holder of the indebtedness for interest thereon and to be used in payment of said insurance when due and payable. If the amount so held shall at any time be insufficient to pay said insurance premium when due and payable, the Grantors shall promptly deposit the entire amount of said deficit.

*Tommy F. Wilder*  
 \_\_\_\_\_  
 TOMMY F. WILDER  
*Janice D. Wilder*  
 \_\_\_\_\_  
 JANICE D. WILDER

STATE OF ~~MISSISSIPPI~~ TENNESSEE } ss:  
 COUNTY OF SHELBY

Personally appeared before me *M. Val Jern*, the undersigned *Natary Public* and in and for the said County, the within named TOMMY F. WILDER and JANICE D. WILDER, 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 AUGUST 1975.  
 My Commission Expires June 11, 1979.

*M. Val Jern*  
 \_\_\_\_\_



STATE OF MISSISSIPPI } ss: 1:20  
 COUNTY OF *Desoto*

*H. S. 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 19 day of *Aug*, 1975, and was recorded in Vol. *189*, Page *421*, Record of Deeds, pages *421*, on the *19* day of *Aug*, 1975.

STATE OF MISSISSIPPI, DESOTO COUNTY  
 I certify that the within instrument was filed for record at 1 o'clock 20 minutes P M. 19 day of Aug. 1975, and that the same has been recorded in Book 189 Page 421 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 20 day of Aug. 1975.

Fees \$ 5.00 pd.

SEAL *H. S. Ferguson* CLERK

724

AT-301 A-ST  
Rev. 10-9-70

Mtgr. SMITH, Robert M. & wf., Martha E.  
Assumed by Dwain M. & wf., Mary A. Cox, 4/6/73  
FHMA No. 1-23-534248-5

STATE OF MISSISSIPPI }  
COUNTY OF DESOTA } SS.

FHA/VA No. LH-78861-Ms.

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:

Deed of Trust made and entered into June 25, 1969, by and between Robert M. Smith & wf., Martha E. Smith, one and the same person as Martha Ellen Smith, Grantor, Party of the first part, David G. Williams & Joseph S. Sims, Trustee, party of the second part and THE FIRST NATIONAL BANK OF MEMPHIS, Holder, party of the third part, in the original sum of \$18,000.00, which was filed for record June 28, 1969, and was recorded June 30, 1969 in Vol. 110, Record of Deeds, page 422 in the office of the County Register, Desota County, Mississippi.

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 executed by Robert A. Chambers its, duly authorized Assistant Vice President, this 1st day of July, 19 75.

FEDERAL NATIONAL MORTGAGE ASSOCIATION (SEAL)

By: Robert A. Chambers  
Robert A. Chambers, Assistant Vice President

FEDERAL NATIONAL MORTGAGE ASSOCIATION (SEAL)  
STATE OF GEORGIA  
COUNTY OF FULTON } SS.

Personally appeared before me, the undersigned Notary Public in and for the aforesaid County and State, Robert A. Chambers, 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 1st day of August, 19 75.

Lula Thelma Lewis  
Notary Public, Georgia at Large  
My Commission Expires:  
(SEAL) Notary Public, Georgia, State At Large  
My Commission Expires Jan. 2, 1979

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 9 o'clock AM minutes 20 day of Aug. 1975, and that the same has been recorded in Book 189 Page 424 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 20 day of Aug. 1975.

Fees \$ 2.50

H. P. Ferguson, CLERK



Recorded in  
Real Estate 170 Book  
No. 190 Page 268  
This the 9 day of Sept 1975  
H. S. Ferguson Clerk

425

CANCELLED BY AUTHORITY RECORDED IN BOOK  
208 PAGE 564  
THIS 22 DAY OF Feb. 1977  
H. S. Ferguson  
CHANCERY CLERK

DEED OF TRUST

Gullette Builders, Inc. to S&W CONSTRUCTION COMPANY OF TENN., INC., A Tennessee Corporation, duly authorized to do business in the State of Mississippi.

In consideration of \$10.00, in hand paid we convey and warrant to JAMES W. AMOS, TRUSTEE, the following described property in DeSoto County, State of Mississippi, to-wit:

Lot 509, Section C, Bridgetown Subdivision, as shown by the plat recorded in Plat Book 13, Page 42 in the office of the Chancery Clerk of DeSoto County, Mississippi, in Section 23, Township 2, Range 7 West.

This is the first lien on the above described property.

IN TRUST FOR THE FOLLOWING PURPOSES:

I. (A) To secure the payment of the following note or notes in favor of S&W CONSTRUCTION COMPANY OF TENN., INC., A Tennessee Corporation dated even herewith,

in the amount of Five Thousand Four Hundred Dollars and No Cents Dollars (\$ 5,400.00), 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:

Monthly installments of \$ 71.37 each beginning the First day of September, 1975, with a like installment due and payable on or before the First day of each succeeding month thereafter until paid in full.

(B) Also any amount paid out or contracted to be paid, by 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 ten (10) per cent interest from date made, and due on demand.

(C) 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 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 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 holder of the indebtedness described in this deed of trust, as well as the proceeds of same may be applied by 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.

WITNESS our signatures, this the first day of August, 1975.

Gullette Builders, Inc.  
Gullette Builders, Inc.  
BY: Frank Gullette  
FRANK GULLETTE, PRESIDENT

STATE OF MISSISSIPPI  
COUNTY OF DESOTO

Personally appeared before me, a notary public in and for said county and state, the above named Gullette Builders, Inc. - Frank Gullette, President, 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 the 1st day of August, 1975.

NOTARY PUBLIC  
L. HOLLOWAY  
My commission expires:

Bell L. Holloway  
NOTARY PUBLIC

My Commission Expires Feb. 3, 1979

STATE OF MISSISSIPPI  
COUNTY OF DESOTO

This day personally appeared before me, the undersigned authority of law in and for the jurisdiction aforesaid, the within named FRANK GULLETTE, PRESIDENT of GULLETTE BUILDERS, INC., who acknowledged that he signed and delivered the above and foregoing Deed of Trust on the day and date therein mentioned as the act and deed of said corporation, after first being duly authorized so to do.

GIVEN under my hand and official seal of office this the 1st day of August, 1975.

*Bert L. Hallwell*  
NOTARY PUBLIC

My commission expires: Feb. 1, 1977

*4.00 bill Amos*

STATE OF MISSISSIPPI, DESOTO COUNTY  
I certify that the within instrument was filed for record at 8 o'clock and 20 minutes A M. 20 day of August 1975 and that the same has been recorded in Book No. 189 Page 425 records of said County.  
Page        records of        Trust records of said County.  
Witness my hand and seal this 19 day of        19        
Clerk

STATE OF MISSISSIPPI, DESOTO COUNTY  
I certify that the within instrument was filed for record at 8 o'clock 20 minutes A M. 20 day of Aug. 1975, and that the same has been recorded in Book 189 Page 425 records of REAL ESTATE TRUST DEEDS of said County.  
Witness my hand and seal this the 20 day of Aug. 1975.  
Fees \$ 4.00 pd.  
SEAL H. P. Ferguson CLERK

*H. P. Ferguson*  
*2.50 ch. Amos*

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INDEXED BY AUTHORITY RECORDED IN BOOK  
283 PAGE 52  
28 DAY OF April 1982  
H. P. Ferguson  
CHANCERY CLERK

# DEED OF TRUST

VERNON PHILLIPS

MARY C. PHILLIPS, VICKI L. PERKINS and / TO BANK OF MISSISSIPPI  
In consideration of \$10, in hand paid we convey and warrant to JAMES W. AMOS

trustee, the following described property in DeSoto County, State of Mississippi, to wit:

Commence at the Northeast corner of the 29.59 acres conveyed to W. P. Denton by deed of record in Book 11, Page 193, of the records of DeSoto County, Mississippi, in the center of Pidgeon Roost Road and running thence South 35 degrees West a distance of 337.3 feet more or less to the point of beginning; thence continuing South 35 degrees West a distance of 200 feet to a point; thence North 55 degrees West a distance of 252.5 feet to a point on the east side of Craft Road; thence North 14 degrees 04 minutes East along Craft Road a distance of 214.1 feet to a point; thence South 55 degrees East 334.0 feet to the point of beginning, located in Section 20, Township 1, Range 6 West, DeSoto County, Miss., and Six and three-fourths (6 3/4) acres, more or less, lying in Section 20, Township 1, Range 6 West, DeSoto County, Mississippi, more fully described as beginning at the Northeast corner of the 29.59 acres conveyed to W. P. Denton by Deed of record in Book 11, Page 193 of the records of deeds in the office of the Clerk of the Chancery Court of said County in the center of Pidgeon Roost Road and running thence in a Northwesterly direction with the center of said road 627 feet; thence Southwardly 1,378 feet to a stake in a ditch 375 feet East of the West line of said Section 20; thence North 6 degrees 45 minutes East 160 feet to a stake; thence North 35 degrees East 14 chains to the point of beginning, LESS AND EXCEPT that portion of said property which was conveyed by W. V. Priest and wife, Frances Priest, to W. E. Goff and wife, by warranty deed of record in Deed Book 49, Page 392 in the deed records in the Chancery Clerk's office of said county.

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:  
(\$ 21,550.20 ) Twenty one thousand five hundred fifty & 20/100 Dollars due August 20, 1980  
(\$ ) 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 collateral held by said bank for the holder of the indebtedness secured by this deed of trust) whether such collaterals are placed to secure the indebtedness herein set forth or any other indebtedness to said bank or the holder of the indebtedness described in this deed of trust, as well as the proceeds of same may be applied by said bank or the holder of the indebtedness secured by this deed of trust as they deem 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 undertaken by them herein; or if the Trustee or trustee or owners hereof should at any time believe any of the property herein conveyed endangered as security by remaining in grantor's possession; or if the grantor or either of them, should be adjudged a bankrupt under either the Federal Bankruptcy Laws, or the State Insolvency Laws, then the owner or owners of said indebtedness, or any part thereof, shall have the right to declare the entire indebtedness of every kind secured by this deed of trust due and payable, and said Trustee shall take possession of said property and sell the same, or a sufficient thereof to pay said indebtedness, at public outcry for cash to the highest bidder, such sale to be advertised and made in the manner fixed by law for execution sales; and in case said property is situated in more than one county, shall have the right to fix a day of sale other than the day fixed by law for execution sales; 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 in 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 covered 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 1st day of November 1974 and recorded in Book 181 page 244 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 13 day of August 1975  
Mary C. Phillips  
Vicki L. Perkins  
Vernon Phillips

STATE OF MISSISSIPPI } Personally appeared before me Marguerite Lamb, Denny Hill  
County of DeSoto } in and for said county and state, the above named Mary C. Phillips, Vicki L. Perkins, Vernon Phillips  
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 13 day of August 1975  
My commission expires March 20, 1979 Marguerite Lamb Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY  
I certify that the within instrument was filed for record at 8 o'clock  
20 minutes A.M. 20 day of Aug. 1975, and that the same has been  
recorded in Book 189 Page 428 records of REAL ESTATE TRUST DEEDS  
of said County.  
Witness my hand and seal this the 20 day of Aug. 1975.  
Fee \$ 2.50  
H. P. Ferguson : CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK  
283 PAGE 10  
THIS 23 DAY OF April 19 82  
H. D. Ferguson  
CHANCERY CLERK

LICENSED LENDER

FINANCEAMERICA CORPORATION

LAND DEED OF TRUST

1711 Stateline Road Southaven, Mississippi

NO. AND STREET

CITY

NO. 30759-5  
MORTGAGORS-BORROWERS  
MONTHLY INSTALLMENT DUE DATE 21st

INTEREST (DISCOUNT)		SERVICE CHARGE	COMBINED DISC. & SERV. CHG.	OFFICIAL FEES	TOTAL OF PAID CONTR. OF LOAN
1746.16			1746.16	3.00	4860.00
PRINCIPAL AMT. OF LOAN					3118.84
NOTE IS PAYABLE BY MONTHLY PAYMENTS. THE FIRST ONE EACH EXCEPT FINAL PAYMENT SHALL BE UNPAID BALANCE					
AS 135.00 AND 35 AS 135.00			9/21/75	8/21/78	
DATE					8/19/75

WILLIAM ARNOLD OSWALT BOBBIE JEAN  
7270 TULANE ROAD  
HORN LAKE, MISSISSIPPI

SPOUSE

THIS DEED OF TRUST, made and entered into the day and year below written by and between the Borrowers named above of the first part, hereinafter designated as the GRANTORS; Robert Q. Whitwell, Attorney, Trustee, of the second part, hereinafter designated as TRUSTEE; and the LICENSED LENDER named above, of the third part, hereinafter designated as the BENEFICIARY.

WITNESSETH: THAT WHEREAS the Grantors are justly indebted to the Beneficiary in the total note (Contract of Loan) amount shown above, evidenced by promissory note of even date herewith payable as above set forth, each and every term, condition and stipulation contained in said note is specifically made a part of this agreement;

AND WHEREAS, Grantors are anxious to secure the payment of said indebtedness, together with any other indebtedness that may become due and owing under the terms of this instrument;

THEREFORE, in consideration of One Dollar (\$1.00), to the undersigned Grantors this day paid by the aforesaid Trustee, receipt whereof is hereby acknowledged, the Grantors do hereby convey and warrant unto the said Trustee the below described land and property situated in DESOTO County, Mississippi, to wit:

Lot 452, Sec. "B", in DeSoto Village Subdivision on Sec. 34, Township 1 South, Range 8 West as shown by the plat recorded in Plat Book 8, Pages 16 - 21 in the office of the Chancery Clerk of Said County. Beginning at a point in the easterly line of Tulane Road at the Southwest corner of Lot 453 of Said subdivision 252.9 feet southwardly from the southerly curb line of Valleybrook Road, produced; thence southwardly along the easterly line of Tulane Road 66.1 feet to a point at the northwest corner of Lot 451 of said subdivision; thence eastwardly 152.6 feet to a point at the northeast corner of said lot 451; thence northwardly 70.2 feet to a point at the southeast corner of said Lot 453; thence westwardly 154 feet to the point of beginning.

This deed of trust secures not only the aforementioned indebtedness but also such future and additional advances as may be made to the Grantors, or either of them, by the Beneficiary in a sum of not exceeding \$10,000.00 before the cancellation of record of this instrument.

The Beneficiary or any owner of the note, notes or indebtedness secured hereby, may at pleasure, appoint another person or succession of persons to act as Trustee herein, and such appointee or substitute shall have all the title, authority and powers in the execution of this trust as are vested in the Trustee herein named. If the Beneficiary, or the owner or holder of the note, notes or indebtedness secured hereby, be a corporation, such appointment may be made by any one of its officers or agents.

THIS CONVEYANCE IS IN TRUST. Should Grantors pay said indebtedness and interest owing thereon at maturity, as well as any other indebtedness to said Beneficiary represented by other notes, open account, overdraft, or otherwise, this conveyance shall be void, otherwise at the request of said Beneficiary, or any holder of said indebtedness, said Trustee, or any successor appointed in his place, shall sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid, after having published notice of the time, place and terms of sale in some newspaper published in said County for three consecutive weeks preceding the date of said sale; and by posting one notice thereof at the Court House of said County for said time. Out of the proceeds, arising from said sale, the amount of said indebtedness then remaining unpaid shall first be paid, and any balance remaining, shall be then paid the Grantors, or to their proper representatives.

In witness whereof, the Grantors hereunto set their hands and seals this 14th day of August 19 75 Signed in the presence of:

..... x *Willis A. Oswald* (SEAL)  
*Amela H. Travis* ..... x *Bobbie J. Oswald* (SEAL)  
..... X ..... (SEAL)

STATE OF MISSISSIPPI,

DESOTO County.

Personally appeared before me, the undersigned Notary Public  
in and for said County, the within named William Arnold Oswalt and Bobbie Jean Oswalt

who acknowledged that they signed and delivered the foregoing instrument on the day and year herein mentioned.

Given under my hand and official seal of this 14 day of August, 1975

Blucea A. Ben Carey

My Commission Expires April 22, 1978



LAND DEED OF TRUST

FROM

TO

Filed for Record ..... 10  
o'clock ..... M. Clerk

STATE OF MISSISSIPPI }  
County } Chancery Court

I certify that this Deed of Trust was filed for record  
in my office at 11:30 o'clock A. M., on  
the 20 day of Aug, 1975  
and was duly recorded the ..... day of .....

Book No. 189 on Page 422

Witness my hand and seal of office, this .....

day of ..... 19..... Clerk  
D. C.

STATEMENT OF CLERK'S FEES

For recording	words at 15¢	\$
Per 100		\$
Taking Acknowledgment		\$
Certificate and Seal		\$
Total		<u>3.00</u>

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 11 o'clock  
30 minutes A. M. 20 day of August 1975, and that the same has been  
recorded in Book 189 Page 429 records of REAL ESTATE TRUST DEEDS  
of said County.

Witness my hand and seal this the 25<sup>th</sup> day of August 1975.

Fees \$ 3.00 pd.

SEAL H. P. Ferguson CLERK

DEED OF TRUST

D-37904-SR

This Indenture made and entered into this 15th day of AUGUST, 1975 by and between

WILLIAM H. COGSWELL AND WIFE, MARY B. COGSWELL AND FATHER, JACK R. COGSWELL

of the first part, and DELTA TITLE COMPANY Trustee, of the second part. WITNESSETH: That for and in consideration of Five Dollars cash in hand paid by the party of the second part to the parties of the first part, and the debt and trusts hereinafter mentioned, said parties of the first part have bargained and sold and do hereby bargain, sell, convey and confirm unto the said party of the second part the following described real estate situated and being in Shelby County, Tennessee, to-wit:

LOT 169, SECTION A, REVISED PLAN, SOUTHAVEN SUBDIVISION, AS SHOWN ON PLAT OF RECORD IN PLAT BOOK 2, pages 4-5, IN SECTION 14, 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.

TO HAVE AND TO HOLD, the aforescribed real estate, together with all the hereditaments and appurtenances thereunto belonging or in any wise appertaining unto the said party of the second part, its successors and assigns, in fee simple forever, and the said parties of the first part do hereby covenant with the said party of the second part, its successors and assigns, that they are lawfully seized in fee of the aforescribed real estate; that they have a good right to sell and convey the same; that the same is unincumbered,

and that the title and quiet possession thereto they will and their heirs and personal representatives shall warrant and forever defend against the lawful claims of all persons.

But this is a Trust Deed, and is made for the following uses and purposes, and none other: that is to say: the said parties of the first part are justly indebted to JERRY W. EDDLEMAN AND WIFE, DORTHY E. EDDLEMAN or the holder of the notes hereinafter mentioned,

in the sum of ONE THOUSAND AND NO/100----- Dollars, evidenced by A PROMISSORY NOTE OF EVEN DATE PAYABLE AT THE RATE OF \$100.00 PER MONTH COMMENCING ON SEPTEMBER 15, 1975 UP TO AND INCLUDING THE PAYMENT DUE JUNE 15, 1976 AT NO INTEREST.

The property herein conveyed is encumbered by a lien of a deed of trust RECORDED IN BOOK 174, page 331, IN THE OFFICE OF THE CHANCERY CLERK OF DESOTO COUNTY, MISSISSIPPI

and it is a condition of this instrument that in the event of any default in any of the terms and conditions of said prior deed of trust, or in the event of any default in any of the terms and conditions of any other deed of trust, the lien of which may be or become prior and paramount to the lien of this instrument, then in every such event, the owner of any part of the indebtedness secured by this instrument may, at his option, declare the indebtedness secured by this instrument due for all purposes, and foreclosure may be had hereunder as in the case of any other default hereunder. The owner of any part of the indebtedness secured hereby may, at his discretion, advance and pay any such sum or sums as shall be necessary in order that the terms and conditions of any Deed of Trust, the lien of which is then prior and paramount to the lien of this instrument, may be complied with, and such amounts so paid shall be secured by the lien of this instrument and shall bear interest from date of such payment at the rate of 6% per annum and shall be treated as part of the expenses of administering this trust, and the advancement of such sum or sums shall in no way limit or bar the aforesaid option to accelerate said indebtedness.

The parties of the first part desire to secure and make certain the payment of said notes, and of any and all renewals and extensions thereof. Now, therefore, the parties of the first part agree and bind themselves that so long as any part of the indebtedness aforesaid shall remain unpaid, they will pay all taxes and assessments against said property promptly when due, and deposit all tax receipts with the holder of the greater portion of the outstanding indebtedness secured hereby; will insure the buildings on said property for not less than \$ 27,000.00 against fire AND

EXTENDED COVERAGE in some insurance company or companies approved by the holder of the greater portion of the outstanding indebtedness secured hereby and cause said policies to be made payable to said Trustee, for the benefit of the owner of said indebtedness as his interest may appear, and deposit said policies with the holder of the greater portion of the outstanding indebtedness secured hereby as further security for said debt, no responsibility for the approval or maintenance of insurance being imposed upon the Trustee; will protect the improvements on said property by proper repairs, and maintain them in good repair and condition; will not do anything or suffer or permit anything to be done whereby the lien of this Deed of Trust might or could be impaired; will pay such expenses and fees as may be necessary in the protection of the

CANCELLED BY AUTHORITY RECORDED IN BOOK

213 PAGE 276

THIS 5 DAY OF July 1972

H. L. Ferguson CHANCERY CLERK

property and the maintenance and execution of this trust, including, but not being limited to, expenses incurred by the Trustee in any legal proceeding to which it is made or becomes a party. The net proceeds resulting from the taking of all or any part of the property by eminent domain, or from any sale in lieu thereof, shall be applied upon the indebtedness in inverse order to its maturity; and in the event of the destruction of the improvements by fire or other casualty, the net proceeds of the insurance shall be applied upon the indebtedness secured hereby in inverse order of its maturity, or at the option of the parties of the first part, their heirs and assigns, such proceeds may be used to restore the improvements to their former condition.

The owner of any part of the indebtedness aforesaid may, at his discretion, advance and pay such sums as may be proper to satisfy taxes, maintain insurance and repairs, and protect and preserve the property, and such amounts so paid shall be held and treated as part of the expense of administering this trust.

If the said parties of the first part shall pay said indebtedness when due, and shall pay such sums as shall be necessary to discharge taxes and maintain insurance and repairs and the costs, fees and expenses of making, enforcing and executing this trust, when they shall severally be due and payable, then this conveyance shall become void, and the Trustee shall reconvey by quit claim the property herein described at expense of said parties of the first part.

But if said parties of the first part shall fail to pay any part of said indebtedness, whether principal or interest, promptly when the same becomes due, or shall fail to pay any sum necessary to satisfy and discharge taxes and assessments before they become delinquent, or to maintain insurance or repairs, or the necessary expense of protecting the property and executing this trust, then, or in either event, all of the indebtedness herein secured shall, at the option of the owner of any of said notes and without notice, become immediately due and payable, principal and interest, and the said Trustee is hereby authorized and empowered to enter and take possession of said property, and before or after such entry to advertise the sale of said property for twenty-one days by three weekly notices in some newspaper published in DESOTO COUNTY, MISSISSIPPI, 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 parties of the first part will pay all costs of collection and litigation, together with a reasonable attorney's fee, and the same shall be a lien on the premises herein conveyed and enforced by a sale of the property as herein provided.

The proceeds of any sale shall be applied as follows: first to the payment of the expenses of making, maintaining and executing this trust, the protection of the property, including the expense of any litigation and attorney's fees, and the usual commissions to the Trustee; second, to the payment of the indebtedness herein secured or intended so to be, without preference or priority of any part over any other part, and any balance of said indebtedness remaining unpaid shall be the subject of immediate suit; and, third, should there be any surplus, the Trustee will pay it to the parties of the first part, or order. In the event of the death, refusal, or of inability for any cause, on the part of the Trustee named herein, or of any successor trustee, to act at any time when action under the foregoing powers and trust may be required, or for any other reason satisfactory to the owner of the debt, the owner or owners of the majority of the outstanding indebtedness aforesaid are authorized either in their own name or through an attorney or attorneys in fact appointed for that purpose by written instrument duly registered, to name and appoint a successor or successors to execute this trust, such appointment to be evidenced by writing, duly acknowledged, and when such writing shall have been registered, the substituted trustee named therein shall thereupon be vested with all the right and title, and clothed with all the power of the Trustee named herein and such like power of substitution shall continue so long as any part of the debt secured hereby remains unpaid. The parties of the first part, for themselves, their heirs, representatives and assigns, covenant and agree that at any time after default in payment of any of the indebtedness hereby secured, or upon failure to perform any of the covenants to be kept and performed by them, said Trustee may enter upon and take possession of said property and collect the rents and profits therefrom with payment of such to the Trustee after default being full acquittance to the tenant, but the Trustee shall be required to account only for the net rents, received by him; and from and after the conveyance of said property under this Deed of Trust, the parties of the first part, and all persons under them, shall, at the option of the purchaser, be and become the tenants at will of the purchaser, at a rental of \$ N/A per month, commencing with the date of delivery of the Trustee's Deed.

In the event that two trustees are named herein, either of the trustees shall be clothed with full power to act when action hereunder is required and the term "Trustee" shall be construed to mean "Trustees."

In the event that two trustees are named herein and the substitution of a trustee shall become necessary for any reason, the substitution of one trustee in the place of the two named herein shall be sufficient.

Wherever the word "Party" is used herein, it shall mean "Parties" if there are more than one person referred to and wherever pronouns occur herein, they shall be construed according to their proper gender and number according to the context of this instrument.

All erasures and interlineations were made before signing.

The necessity of the Trustee herein named, or any successor in trust, making oath or giving bond, is expressly waived.

Witness the signatures of the said parties of the first part this the day and year first above written.

*Jack R. Cogswell*  
JACK R. COGSWELL

*William H. Cogswell*  
WILLIAM H. COGSWELL  
*Mary B. Cogswell*  
MARY B. COGSWELL

STATE OF TENNESSEE, COUNTY OF SHELBY {

Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared WILLIAM H. COGSWELL, WIFE, MARY B. COGSWELL & JACK R. COGSWELL to me known to be the person<sup>S</sup> described in and who, executed the foregoing instrument, and acknowledged that The X executed the same as THEIR free act and deed.

WITNESS my hand and Notarial Seal at office this 15th day of AUGUST 1975  
My Commission Expires June 11, 1979

My commission expires \_\_\_\_\_

*M. H. Ferguson*  
Notary Public

State Tax \$ 0  
Clerk's Fee \$ 0

STATE OF MISSISSIPPI, DESOTO COUNTY  
I certify that the within instrument was filed for record at \_\_\_\_\_ o'clock and \_\_\_\_\_

STATE OF MISSISSIPPI, DESOTO COUNTY  
I certify that the within instrument was filed for record at 15 minutes P M. 18 day of August 1975, and that the same has been recorded in Book 189 Page 431 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 25th day of August 1975.

Fees \$ 3.50 pd.

SEAL *H. P. Ferguson* CLERK



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. Unifirst Federal Savings and Loan Association, Jackson, Mississippi and recorded in Book 184 at Page 91

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 13th day of August, A.D., 1975

UNIFIRST FEDERAL SAVINGS AND LOAN ASSOCIATION,  
JACKSON, MISSISSIPPI, a Corp.

BY: G. R. Munton, Jr.  
G. R. Munton, Jr.

BY: Harold A. Hogue  
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 Vice President and Asst. Vice President, respectively, of Unifirst Federal Savings and Loan Association, Jackson, Mississippi, a Corporation, who acknowledged before me that they each signed and delivered the above and foregoing instrument of writing on the day and year therein mentioned as the act and deed of said Corporation, they having been first duly authorized so to do.

GIVEN under my hand and official seal, this the 13th day of August, A.D., 1975.



John McKenzie  
Notary Public

My Commission Expires:

My Commission Expires March 5, 1979

LS 409

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 11 o'clock no minutes A.M. 14 day of August 1975, and that the same has been recorded in Book 129 Page 433 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 25th day of August 1975.

Fees \$ 250 pd.

SEAL H. P. Ferguson CLERK

This instrument prepared by: Virginia Pagram

**TRUST DEED RELEASE**

WHEREAS, By the hereinafter described trust deed, heretofore recorded in the Register's Office of DeSoto Mississippi ~~Shelby~~ County, ~~XXX~~ certain real property was conveyed by the hereinafter named grantor, H. A. Ashby Jr to Term Plan Inc

as Trustee, for the purpose of securing the payment and indebtedness evidenced by notes fully described in such trust deed; and

WHEREAS, All of the notes described in and secured by said trust deed have been paid in full, and there is nothing due or owing on said indebtedness nor under the terms and provisions of said trust deed; and

WHEREAS, Said trust deed are briefly described as follows, to-wit:

<u>GRANTOR</u>	<u>Date of Instrument</u>	<u>Recorded</u>	<u>Description of Property</u>
W. E. Vaughn's Wife Norma M. Vaughn	May 14'1974	Book <u>175</u> Page <u>341</u>	

Lot 247 Section 8, in Brook Hollow Subdivision on Section 24, Township 1 South Range 8 West as shown by the plat recorded in Plat Book 7 Page 35 in the Office of The Chancery Clerk of Said County.

NOW, THEREFORE, in consideration of the premises the undersigned Term Plan Inc of Southaven as legal owner and holder of the notes secured by said trust deed, acknowledges full payment and satisfaction thereof, and hereby releases and discharges the lien of said trust deed, and to this end quit claim— and convey— unto said grantor, Their heirs and assigns all their right, title, and interest in and to the real estate described in said trust deed, to which reference is made for a particular description of said property.

The undersigned, H. A. Ashby Jr, covenants with the said grantor that he y the legal owner is and holder of the notes described in and secured by said trust deed, and that he has the lawful right to release and discharge the lien thereof.

IN WITNESS WHEREOF the said H. A. Ashby Jr ha herewith set his hand (or caused its corporate by and through its proper officers duly authorized so to do) this the 8 day of August 19 75

STATE OF TENNESSEE }  
COUNTY OF SHELBY }

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared \_\_\_\_\_ to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as \_\_\_\_\_ free act and deed.

WITNESS my hand and Notarial Seal at office the day and year above written.

My commission expires \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_ Notary Public

STATE OF ~~TENNESSEE~~ Mississippi  
COUNTY OF ~~SHELBY~~ DeSoto

Before me, a Notary Public in and for said State and County duly commissioned and qualified, personally appeared \_\_\_\_\_ with whom I am personally acquainted and who, upon oath, acknowledged himself to be the President of the Term Plan Inc and the within named bargainer, a corporation, and that he as such President being authorized so to do executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by himself as \_\_\_\_\_

WITNESS my hand and seal at office in Southaven, Miss this \_\_\_\_\_ day of August 19 75

My commission expires \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_ Notary Public

\* Do not write below this line - FOR REGISTERS USE ONLY \*

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 30 minutes A. M. 20 day of August 1975, and that the same has been recorded in Book 189 Page 434 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 25<sup>th</sup> day of August 1975.

Fees \$ 2.50 pd.

SEAL H. P. Ferguson CLERK

RELEASE

(Mississippi)

All indebtedness secured by a certain Deed of Trust from John T. Gannon and wife, Jeannine G. Gannon

to William L. Reed, Trustee, for the use and benefit of Joseph V. Montedonico and Virginia A. Montedonico

dated August 1, 1969, and recorded in Book 111, page 558, 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 Joseph V. Montedonico and Virginia A. Montedonico 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 Joseph V. Montedonico and Virginia A. Montedonico have hereunto set their hands (or caused its corporate name signed hereto by and through its proper officers duly authorized so to do), this the 15th day of August, 1975.

Handwritten signatures of Joseph V. Montedonico and Virginia A. Montedonico with printed names below.

STATE OF TENNESSEE
COUNTY OF SHELBY

Personally appeared before me, the undersigned authority in and for said State and County, the within named Joseph V. Montedonico and Virginia A. Montedonico who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned and for the purpose therein mentioned.



Given under my hand and seal this 15th day of August, 1975

Handwritten signature of James A. Sobba, Notary Public.

STATE OF
COUNTY OF

This day personally appeared before, the undersigned authority in and for said State and County, the within named \_\_\_\_\_ and \_\_\_\_\_,

known to me to be the \_\_\_\_\_ and \_\_\_\_\_

respectively of \_\_\_\_\_, 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. 20 day of August 1975, and that the same has been recorded in Book 189 Page 435 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 25th day of August 1975.

Fees \$ 2.50 pd.

SEAL H. P. Ferguson, CLERK

ASSIGNMENT OF DEED OF TRUST

STATE OF MISSISSIPPI

COUNTY OF HINDS

FOR VALUABLE CONSIDERATION, the receipt of which is acknowledged, the undersigned does hereby transfer and assign unto the Government National Mortgage Association, that certain Deed of Trust executed by Lewis Carroll Case and wife, Deborah D. Case to Stuart Robinson Trustee, for the benefit of Bankers Trust Savings and Loan Association dated August 1st, 19 75, securing a note in the sum of \$ 31,300.00, recorded in Book 188, Page 567, 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 18th day of August, 19 75.

Bankers Trust Savings and Loan Association

BY: W.S. Weems  
 W. S. Weems, Senior Vice President



B. J. Renfrow  
 B. J. Renfrow, Assistant Vice President

STATE OF MISSISSIPPI

COUNTY OF HINDS

Before me the undersigned, a Notary Public in and for the aforesaid county and state, personally appeared the within named W. S. Weems and B. J. Renfrow, who acknowledged that they, as Senior Vice President and Assistant Vice President, respectively, of and for and on behalf and by authority of Bankers Trust Savings and Loan Association, a corporation organized and existing under the laws of the State of Mississippi, signed the above and foregoing instrument and affixed the corporate seal of said corporation herewith and delivered said instrument on the day and year therein mentioned.

Given under my hand and seal of office, this, the 18th day of August, 19 75.

My Commission Expires:  
 My Commission Expires Aug. 13, 1978

Carrie L. Sells  
 Notary Public



STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 30 minutes A M. 20 day of August 1975, and that the same has been recorded in Book 189 Page 436 Records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 25<sup>th</sup> day of August 1975.

Fees \$ 2.50 pd.

SEAL H. P. Ferguson CLERK

ASSIGNMENT OF DEED OF TRUST

STATE OF MISSISSIPPI

COUNTY OF HINDS

FOR VALUABLE CONSIDERATION, the receipt of which is acknowledged, the undersigned does hereby transfer and assign unto the Government National Mortgage Association, that certain Deed of Trust executed by Michael W. Williams and wife, Judy H. Williams to Stuart Robinson, Trustee, for the benefit of Bankers Trust Savings and Loan Association, dated July 10th, 1975, securing a note in the sum of \$ 32,250.00, recorded in Book 187, Page 619, 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 18th day of August, 1975.

Bankers Trust Savings and Loan Association

BY: W.S. Weems, Senior Vice President



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 18 day of August, 1975.

Carrie E. Bell, Notary Public

My Commission Expires: My Commission Expires Aug 25, 1976



STATE OF MISSISSIPPI, DESOTO COUNTY I certify that the within instrument was filed for record at 10 o'clock 30 minutes A.M., 20 day of August, 1975, and that the same has been recorded in Book 189 Page 437 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 25th day of August, 1975. 250 pd. H. P. Ferguson, CLERK

CANCELLED BY AUTHORITY RECORDS DEPT. MISSISSIPPI

233 PAGE 320  
 THIS 6 DAY OF Nov. 1978  
 H. J. Ferguson  
 CHANCERY CLERK

This Indenture, made by and between Harmel C. Jones And Wife, Vinn Jones

party of the first part: Robert E. Royal party of the second part, as Trustee; and  
 Illinois-Central Employees' Credit Union

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 138, Section B, DeSoto Woods Subdivision, Recorded in Plat Book 6, Page 8, Section 1, Township 2, Range 8.

This property is conveyed subject to the lien of a Deed of Trust of record in Book 110, Page 580, in the Office of the Chancery Court Clerk of DeSoto County, Mississippi.

This conveyance is made in trust, however, to secure the payment of \$2,582.48, evidenced by the following promissory notes of even date herewith:

Promissory Note, dated the 18th. day of August, 1975.  
 Said Promissory Note shall be payable in 36 monthly installments, each of said installments in the sum of \$82.13 per month until paid in full.  
 This Note shall bear interest and other charges at the rate of 3/4ths. of 1% per month on the unpaid balance until paid in full.  
 First payment shall be due and payable on the 18th. day of September, 1975.  
 Borrowers shall have the right to prepay the above mentioned Promissory Note in whole or in part at anytime without penalty.

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 the party of the third part as his interest may appear, and to deliver the policy or policies and renewal receipts therefor to said party of the third part. In case of the failure of the party of the first part to keep said buildings so insured, the party of the third part, or his assigns, may effect such insurance and the amount so paid, with interest at the rate of eight per cent per annum from date of payment to date of reimbursement, shall become a part of the indebtedness secured hereby.

NOW, THEREFORE, if the party of the first part shall pay all of the indebtedness secured hereby this conveyance shall be null and void and shall be released at his expense, but if said party of the first part shall fail to pay said notes, or any of them, or any part thereof, or the interest thereon, when due, or shall fail to pay the taxes and special assessments on said property prior to the date of sale thereof for delinquent taxes, or shall fail to pay all items due or account of insurance as provided herein, then all of the indebtedness secured hereby shall, at the option of the holder or holders of said notes, become due and payable, and the party of the first part hereby authorizes and fully empowers said trustee, or any successor in trust, upon any such default to proceed to sell the property hereinabove described to pay the amount then due hereunder. The sale of said real estate shall be made at the front door of any Court House in the County where any of said real estate is situated at the time of the sale, within legal hours, at public outcry to the highest bidder for cash, after the acting trustee has given notice of the time, place and terms of said sale according to the laws of the State of Mississippi governing sales of lands under trust deeds in force at the time the publication of said notice is begun. The acting trustee may sell said property without taking possession of the same, and is authorized to appoint an agent and auctioneer to make such sale in his absence, which sale shall be as valid as if made by said trustee.

From the proceeds of said sale the acting trustee shall first pay the cost of executing this trust, including a reasonable fee for himself and his attorney; then he shall pay any sums advanced by the party of the third part on account of taxes or insurance on said property; then he shall pay any balance of principal and interest which shall be due on the indebtedness secured hereby; and if any balance then remains in his hands he shall pay the same to the party of the first part, his heirs or assigns.

The party of the third part, or any holder of the above described notes, may at any time appoint another Trustee in the place and stead of the party of the second part, or any successor or successors in trust.

If more than one person joins in this instrument as party of the first part, it is agreed that whenever the words "party of the first part" occur they are to read as if written "parties of the first part."

Witness the signature of the party of the first part, on this the 18th. day of August, 1975

Harmel C. Jones  
 Harmel C. Jones

Vinn E. Jones  
 Vinn Jones

STATE OF Tennessee  
COUNTY OF Shelby

Personally appeared before me, the undersigned Notary Public, in and for the State and County aforesaid, the within named

Harmel C. Jones and Wife, Vina Jones

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 18th day of August 1975

MY COMMISSION EXPIRES AUG. 3, 1977

My Commission expires: \_\_\_\_\_

*Robert E. Royal*



Compliments of  
MID-SOUTH TITLE COMPANY, INC.  
12 SO. MAIN  
MEMPHIS, TENNESSEE

### TRUST DEED

FROM  
Harmel C. Jones and Wife,  
Vina Jones

TO  
Robert E. Royal Trustee  
FOR THE USE OF  
Illinois-Central Employees  
Credit Union

STATE OF MISSISSIPPI  
County of Desoto } at 10:30 A.M.

H. P. Ferguson Clerk  
of the Chancery Court and ex-officio Recorder  
for the County and State aforesaid, do hereby  
certify that the within instrument of writing  
was filed for record in my office on the 20  
day of August A.D. 1975

at 10:30 o'clock A.M., and has been this day  
duly recorded in Trust Deed Record  
Page \_\_\_\_\_

WITNESS my hand and official seal, this  
\_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_

TITLE INSURANCE is the only guaranteed  
protection against real estate title losses.

Ch. 5-00

Return  
Murd  
930

STATE OF MISSISSIPPI, DESOTO COUNTY  
I certify that the within instrument was filed for record at 10 o'clock  
30 minutes A M. 20 day of August 1975, and that the same has been  
recorded in Book 189 Page 438 records of REAL ESTATE TRUST DEEDS  
of said County.

Witness my hand and seal this the 25th day of August 1975.

Fees \$ 5.00 pd.

SEAL H. P. Ferguson CLERK

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CANCELLED BY AUTHORITY RECORDED IN BOOK  
THIS PAGE 407  
DAY OF July 72  
IN NO. 21-6. Jones MS02  
CITY OF DeSOTO  
DS-136

223052-21

PRINTED MATTER—1487 WORDS

DEED OF TRUST

STATE OF MISSISSIPPI,  
COUNTY OF DeSOTO }

WHEREAS,

JOHN H. MILLER, JR. and EVA I. MILLER

IS/ARE INDEBTED TO THE FEDERAL LAND BANK OF NEW ORLEANS, HEREINAFTER CALLED BENEFICIARY,  
IN THE SUM OF \_\_\_\_\_

FORTY THOUSAND AND NO/100 \_\_\_\_\_ DOLLARS, AS EVIDENCED

BY A PROMISSORY NOTE OF EVEN DATE HERewith, PAYABLE TO THE ORDER OF THE FEDERAL LAND BANK OF NEW ORLEANS  
IN INSTALLMENTS WITH INTEREST ACCORDING TO THE TERMS OF SAID NOTE, THE LAST INSTALLMENT BEING DUE AND PAYABLE ON

THE 1st DAY OF DECEMBER 2001 JAMF

NOW, THEREFORE, TO SECURE THE PAYMENT OF SAID INDEBTEDNESS, ATTORNEY'S FEES AND THE PERFORMANCE OF  
COVENANTS AND AGREEMENTS HEREIN MADE.

JOHN H. MILLER, JR. and wife, EVA I. MILLER

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:

DESCRIPTION ATTACHED

IN DESOTO COUNTY, MISSISSIPPI  
The lands lying and being in the County of DeSoto, State of  
Mississippi, and more particularly described as follows, to-wit:

The West Half of the Southwest Quarter of the Northwest Quarter of  
Section Eighteen (18), Township Four (4), Range Seven (7) West,  
containing 20 acres, more or less, and being part of the lands  
conveyed to John H. Miller, Jr. and wife, Eva I. Miller, by Warranty  
Deed from Harry S. Wheeler and others, with said deed being dated  
January 3, 1967, and of record in Book 68, Page 111 of the Deed  
Records of DeSoto County, Mississippi.

The foregoing description is attached to and made a part of that certain  
mortgage executed by JOHN H. MILLER, JR.,  
et al., dated AUGUST 12, 1975, as security for an indebtedness  
to The Federal Land Bank of New Orleans in the amount of \$ 40,000.00

Eva I. Miller  
John H. Miller Jr.  
Signed for Identification



GRANTOR FURTHER COVENANTS AND AGREES:

1. TO ASSESS SAID PROPERTY FOR TAXATION AND TO PAY WHEN DUE ALL TAXES, LIENS, JUDGMENTS, OR ASSESSMENTS ASSESSED AGAINST SAID PROPERTY AND TO PROMPTLY FURNISH BENEFICIARY WITH TAX RECEIPTS EVIDENCING PAYMENT OF ALL TAXES.
2. TO INSURE AND KEEP INSURED BUILDINGS AND OTHER IMPROVEMENTS NOW ON, OR WHICH MAY HEREAFTER BE PLACED ON, SAID PREMISES, AGAINST LOSS OR DAMAGE BY FIRE, WINDSTORM AND/OR EXTENDED COVERAGE, AS REQUIRED BY BENEFICIARY. ANY POLICY EVIDENCING SUCH INSURANCE TO BE DEPOSITED WITH AND LOSS THEREUNDER TO BE PAYABLE TO BENEFICIARY AS ITS INTEREST MAY APPEAR. AT THE OPTION OF GRANTOR, AND SUBJECT TO GENERAL REGULATIONS OF THE FARM CREDIT ADMINISTRATION, SUMS SO RECEIVED BY BENEFICIARY MAY BE USED TO PAY FOR RECONSTRUCTION OF THE DESTROYED IMPROVEMENT(S); OR, IF NOT SO APPLIED MAY, AT THE OPTION OF THE BENEFICIARY, BE APPLIED IN PAYMENT OF ANY INDEBTEDNESS, MATURED OR UNMATURED, SECURED BY THIS DEED OF TRUST.
3. TO PROPERLY CARE FOR AND CULTIVATE SAID PROPERTY IN A FARMERLIKE MANNER, AND NOT TO COMMIT WASTE, CUT, REMOVE, OR DAMAGE TIMBER OR IMPROVEMENTS, OR ALLOW WASTE TO BE COMMITTED, OR TIMBER OR IMPROVEMENTS TO BE CUT, REMOVED, OR DAMAGED. IN THE EVENT THIS COVENANT IS BREACHED, GRANTOR AGREES TO PAY ALL COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES, INCURRED BY BENEFICIARY IN INVESTIGATING SUCH VIOLATION AND IN PROTECTING AND PRESERVING THIS SECURITY.
4. THAT THIS DEED OF TRUST IS A VALID FIRST LIEN AGAINST ALL THE LAND AND IMPROVEMENTS OFFERED AND APPRAISED AS SECURITY FOR THIS LOAN. IF THE VALIDITY OF THIS DEED OF TRUST OR IF GRANTOR'S TITLE TO ANY OF SAID LAND OR IMPROVEMENTS IS QUESTIONED IN ANY MANNER OR IF ANY PART OF SUCH LAND OR IMPROVEMENTS IS NOT PROPERLY DESCRIBED HEREIN, BENEFICIARY MAY, IN ITS DISCRETION, INVESTIGATE AND TAKE SUCH ACTION AS IT CONSIDERS NECESSARY OR DESIRABLE FOR THE PROTECTION OF ITS INTERESTS AND FOR THIS PURPOSE MAY EMPLOY LEGAL COUNSEL OR EXPERT ASSISTANCE AND GRANTOR WILL PROMPTLY PAY ALL EXPENSES SO INCURRED BY BENEFICIARY.
5. THAT IF GRANTOR DEFAULTS IN ANY OF THE PROVISIONS OF PARAGRAPHS 1, 2, 3, 4, OR 14 HEREOF, THEN BENEFICIARY MAY PAY SUCH TAXES, LIENS, JUDGMENTS, OR ASSESSMENTS, OBTAIN AND PAY FOR SUCH INSURANCE, OR ADVANCE SUCH ATTORNEY'S FEES, EXPENSES AND COSTS, AND GRANTOR AGREES TO IMMEDIATELY PAY BENEFICIARY ALL AMOUNTS SO ADVANCED, AND THAT ALL AMOUNTS SO ADVANCED SHALL BE SECURED HEREBY.
6. THAT ALL REPRESENTATIONS AND STATEMENTS MADE IN THE APPLICATION FOR THIS LOAN ARE TRUE AND CORRECT, THAT THE PROCEEDS OF THIS LOAN WILL BE USED SOLELY FOR THE PURPOSES SPECIFIED IN SAID APPLICATION, AND THAT GRANTOR WILL COMPLY WITH ALL REQUIREMENTS AND CONDITIONS IMPOSED BY BENEFICIARY IN MAKING THIS LOAN.
7. THAT GRANTOR WILL NOT SELL, MORTGAGE, OR OTHERWISE ALIENATE THE PROPERTY HEREIN DESCRIBED WITHOUT THE WRITTEN CONSENT OF BENEFICIARY.
8. THAT ALL DEFAULTED PAYMENTS AND ALL SUMS ADVANCED BY MORTGAGEE, AS PROVIDED FOR HEREIN, SHALL, FROM THE DATE DUE, BEAR INTEREST AT THE RATE OF TEN (10%) PER CENT.
9. THAT BENEFICIARY MAY AT ANY TIME, WITHOUT NOTICE, RELEASE ANY OF THE PROPERTY DESCRIBED HEREIN, GRANT EXTENSIONS OR DEFERMENTS OF TIME OF PAYMENT OF THE INDEBTEDNESS SECURED HEREBY, OR ANY PART THEREOF, OR RELEASE FROM LIABILITY ANY PARTIES WHO ARE OR MAY BECOME LIABLE FOR THE PAYMENT OF SAID INDEBTEDNESS, WITHOUT AFFECTING THE PRIORITY OF THIS LIEN OR THE PERSONAL LIABILITY OF THE GRANTOR OR ANY OTHER PARTY LIABLE OR WHO MAY BECOME LIABLE FOR THE INDEBTEDNESS SECURED BY THIS INSTRUMENT.
10. THIS INSTRUMENT AND THE NOTE SECURED HEREBY ARE SUBJECT TO THE FARM CREDIT ACT OF 1971 AND ALL ACTS AMENDATORY THEREOF OR SUPPLEMENTARY THERETO, AND THE LAWS OF THE STATE OF MISSISSIPPI NOT INCONSISTENT THEREWITH.
11. THAT THE FAILURE OF BENEFICIARY TO EXERCISE ANY OPTION OR MAKE ANY DECISION OR ELECTION UNDER ANY TERM OR COVENANT, HEREIN EXPRESSED, SHALL NOT BE DEEMED A WAIVER OF THE RIGHT TO EXERCISE SUCH OPTION OR TO MAKE SUCH DECISION OR ELECTION AT ANY TIME.
12. THAT EACH COVENANT AND AGREEMENT HEREIN CONTAINED SHALL INURE TO THE BENEFIT OF AND BIND THE SUCCESSORS AND ASSIGNS OF BENEFICIARY AND GRANTOR.
13. THAT THE FOLLOWING ARE AUTHORIZED TO SELECT AND SUBSTITUTE ANOTHER TRUSTEE IN THE PLACE OF THE ABOVE NAMED TRUSTEE OR ANY SUCCESSOR AT ANY TIME ANY OF THEM MAY SO DESIRE, NAMELY: (1) THE BENEFICIARY HEREIN ACTING THROUGH ITS PRESIDENT, VICE-PRESIDENT, TREASURER, OR SECRETARY; (2) ANY PERSON HOLDING THE OFFICE OF PRESIDENT, VICE-PRESIDENT, TREASURER, OR SECRETARY OF SAID BENEFICIARY, 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 29-1-31, MISSISSIPPI CODE OF 1972, AND SECTION 11, MISSISSIPPI CONSTITUTION OF 1890 WITH RESPECT TO OFFERING AND SELLING REAL ESTATE IN PARCELS RATHER THAN AS A WHOLE, BEING HEREBY EXPRESSLY WAIVED), TO SATISFY THE INDEBTEDNESS HEREBY SECURED AFTER GIVING NOTICE OF THE TIME, PLACE, AND TERMS OF SALE BY PUBLICATION IN SOME NEWSPAPER PUBLISHED IN THE COUNTY IN WHICH SAID LAND IS SITUATED, OR IF NO NEWSPAPER IS THEN PUBLISHED IN SAID COUNTY IN A NEWSPAPER HAVING GENERAL CIRCULATION THEREIN, FOR THREE CONSECUTIVE WEEKS PRECEDING THE DATE OF SALE, AND BY POSTING ONE NOTICE AT THE COURTHOUSE OF SAID COUNTY FOR SAID TIME.

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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 12th DAY OF AUGUST 19 75

*John H. Miller, Jr.*  
 John H. Miller, Jr.  
 Eva I. Miller  
 Eva I. Miller

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  
JOHN H. MILLER, JR. and wife, EVA I. MILLER

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 20th DAY OF August 19 75

MY COMMISSION EXPIRES January 5, 1976.

*H. B. Ferguson*  
 Chancery Court Clerk  
 (OFFICIAL CAPACITY)

STATE OF \_\_\_\_\_  
 COUNTY OF \_\_\_\_\_

BEFORE ME, THE UNDERSIGNED AUTHORITY IN AND FOR SAID COUNTY IN SAID STATE, THIS DAY PERSONALLY APPEARED THE WITHIN NAMED

WHO ACKNOWLEDGED THAT \_\_\_\_\_ SIGNED AND DELIVERED THE FOREGOING INSTRUMENT ON THE DAY AND YEAR THEREIN MENTIONED.

GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 19 \_\_\_\_\_

(SEAL)  
 MY COMMISSION EXPIRES \_\_\_\_\_  
 (OFFICIAL CAPACITY)

CERTIFICATE OF CLERK

I HEREBY CERTIFY THAT THIS DEED OF TRUST WAS FILED FOR RECORD IN MY OFFICE AT 11:30 O'CLOCK A M. ON THE

STATE OF MISSISSIPPI, DESOTO COUNTY  
 I certify that the within instrument was filed for record at 11 o'clock 30 minutes A M. 20 day of August 1975, and that the same has been recorded in Book 129 Page 440 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 25<sup>th</sup> day of August 1975.

Fees \$ \_\_\_\_\_ pd.

SEAL *H. B. Ferguson* CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK  
213 PAGE 478  
THIS 12 DAY OF July 19 77  
J. G. Ferguson  
CHANCERY CLERK

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LAND DEED OF TRUST

WHEREAS, the undersigned Sammie H. McGraw is the  
debtor to Term Plan Inc 5923 A Hwy 51 South Southaven Miss. beneficiary,  
in the sum of Three Thousand Three Hundred Sixty Dollars and 00/100 Dollars,  
as evidenced by my/our promissory note in said amount, of even date herewith, dated and payable to the order of  
Term Plan Inc Southaven Miss  
or Receiver, in 24 installments of \$ 140.00 each, and a final installment of \$ 140.00  
on the 15th day of each and every month hereafter until paid in full, with interest after maturity at the rate of six per cent per annum; and providing  
for the maturity of the entire note, at the option of the holder, for failure to pay any installment or fulfill any obligation of said note, and providing for a reasonable  
attorney's fee for collection of not less than twenty per cent of balance, or a minimum of twenty-five dollars;

AND WHEREAS, the undersigned is/are desirous and anxious to secure the prompt payment of said indebtedness at the maturity thereof, and any renewals  
or extensions thereof, and any other indebtedness (s) that may be or become owing by the grantors or either of them to the beneficiary prior to the payment of the in-  
debtedness 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/does hereby sell, convey and warrant unto H A. Ashby Jr  
as Trustee, the following described property situated in the City of Halls, County of DeSoto  
and State of Mississippi, to-wit-Lot 54, Section A, Hoytte Austin Lake Subdivision, in

Section 6, Township 2 South, Range 8 West, as shown on a map or plat thereof recorded in Plat  
Book 3, pages 8, 9, and 10, 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  
being the same property conveyed to Albert Lee Daniels and wife Dorothy K. Daniels by Warrantly  
Deed recorded in Plat Book 3, pages 8, 9, 10, in the Office of the Chancery Clerk of DeSoto  
County, Mississippi. And that the said Dorothy K. Daniels having died on September 5, 1973.

together with all and singular the improvements thereon and appurtenances thereto belonging.  
The undersigned covenants that the undersigned has/have exclusive and unconditional title to and possession of the above described property; that there  
are no liens, claims or encumbrances against same, or any part thereof, other than as shown herein. If this deed of trust is second and/or subordinated 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 thereof may exercise the  
right of foreclosure of this instrument even though no default exists herein.

This covenant, however, is in trust, and should the undersigned pay the aforesaid note at maturity as well as any extensions or renewals thereof and  
otherwise perform all the terms and conditions thereof, and of this instrument, then this covenant shall be void, otherwise, and in the event that the undersigned  
should fail to pay said indebtedness, or any installment or part thereof, at maturity, or should otherwise fail to perform any of the terms and conditions of said note,  
then said Trustee shall, upon demand of said beneficiary, its successors or assigns, whether or not all of said indebtedness shall have become due, sell, at public  
 outcry, to the highest bidder for cash, within legal hours, and at the courthouse of the aforesaid county (or if there be two judicial districts in said county, then at the  
courthouse in the judicial district in which said lands are situated), the aforesaid property, after having advertised said sale by publishing notice of the time, place,  
and terms of such sale in some newspaper having general circulation in said county and qualified to publish same, for three consecutive weeks preceding such sale,  
besides 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, 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  
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 provided for is cancelled or otherwise expires, 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 under-  
signed in reference thereto, except the return of any unearned premium paid. For default in either of said matters, the Trustee may cause sale of said property, upon  
demand of said beneficiary, its successors or assigns, and apply the proceeds received therefrom, all as hereinbefore provided in event of default in payment of said  
note by the undersigned.

This deed of trust secures not only the aforesaid indebtedness but also such future and additional advances as may be made to the grantors, or either  
of them, by the beneficiary 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 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 accounts, or otherwise, including also any indebtedness of any gran-  
tor hereto made as joint maker, surety, endorser or guarantor, either direct, contingent or indirect, together with all extensions and renewals of any of the afore-  
mentioned obligations, or any part thereof, and whether otherwise secured or not.

Any and all acts authorized herein on the part of the beneficiary may be performed by it, acting through any of its officers, and should any successor or  
assign of said beneficiary be a corporation, then such acts may likewise be performed by such corporation acting through any of its officers.

The said beneficiary, its successors, assigns, or legal representatives, or any owner of the above mentioned note, or either of them, are hereby author-  
ized in writing, successors or substitute trustees in the place of the Trustee hereinbefore named, or the successor or successors of such Trustee, if from  
any cause the above named Trustee, or the successor or successors of such Trustee, shall not be present, able and willing to execute the trust granted hereunder or  
to act in the premises, or if said beneficiary, its successors, assigns or legal representatives, or any owner of the aforesaid note, or either of them, shall for any  
reason desire so to do.

In case of foreclosure and sale of any of the above described property, the beneficiary, or any owner or holder of the notes and indebtedness secured here-  
by, 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 15th day of August, 19 75

Sammie H. McGraw

STATE OF MISSISSIPPI  
COUNTY OF DeSoto  
Personally appeared before me, the undersigned authority in and for said county and state, the within named Sammie H. McGraw  
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 15 day of AUG

J. H. Lemay  
My commission expires: 2/14/74  
NOTARY PUBLIC  
MISSISSIPPI

TP 23-2  
STATE OF MISSISSIPPI, DESOTO COUNTY  
I certify that the within instrument was filed for record at 10 o'clock  
30 minutes A M. 20 day of August 1975, and that the same has been  
recorded in Book 189 Page 443 records of REAL ESTATE TRUST DEEDS  
of said County.  
Witness my hand and seal this the 25th day of August 1975.  
2.50 pd. W. P. Anderson

Lot 695, Twin Lakes - Tutor

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 June 5, 1975, and given by NORTHWEST BUILDERS, INC. to C. B. Henley, Trustee, for the benefit of Bailey Mortgage Company, and which instrument is recorded in Book 186, Page 437, in your office, same having been fully paid and satisfied.

EXECUTED this the 19th day of Aug.,  
1975.

BAILEY MORTGAGE COMPANY

By: Paul J. Salvo  
Paul J. Salvo, Comptroller



ATTEST:

Jacqueline Moore  
Jacqueline Moore, Treasurer

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 Jacqueline Moore, Treasurer 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 19th  
day of Aug., 1975.

My Commission expires:

Lucille Brown  
Notary Public



My Commission Expires Oct. 31, 1976

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 30 minutes A M. 20 day of August 1975, and that the same has been recorded in Book 189 Page 444 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 25th day of August 1975.

Fees \$ 2.50 pd.

SEAL H. P. Ferguson CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK  
227 PAGE 215  
THIS 26 DAY OF June 1978  
H. J. Ferguson  
CHANCERY CLERK

Mississippi Bankers Association  
Form No. 1  
(Revised Dec. 1955)  
L. A. N. D.

### DEED OF TRUST LAND

THIS INDENTURE, this day made and entered into between

GEORGE C. MONTAGUE and wife, BARBARA SUE MONTAGUE

Party of the first part, hereinafter designated as the Grantor,

Troy Barron Trustee, of the second part, hereinafter designated as Trustee, and

FIRST NATIONAL BANK OF MEMPHIS, Memphis, Tennessee

Party of the third part, hereinafter designated as the Beneficiary.

WITNESSETH: That whereas the Grantor is justly indebted to the beneficiary in the full sum of Three Thousand Two Hundred Eighty-Six and 80/100 ----- DOLLARS (\$ 3,286.80 ) evidenced by a promissory note of even date herewith in favor of the beneficiary, bearing interest at the ~~rate of~~ highest lawful rate ~~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:

Repayable in thirty-six (36) equal monthly installments of \$91.30 each, beginning the 15th day of September, 1975, and due the 15th day of each month thereafter until paid in full.

In the event any installment is not paid within 15 days after date due a late charge of 5% of the delinquent installment will be assessed.

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

the County of DeSoto,

State of Mississippi, and more particularly described as follows, to-wit:

Lot 164, Section A, in DeSoto Village Subdivision on Section 34, Township 1 South, Range 8 West, as shown by the plat recorded in Plat Book 7, Pages 9-14, in the office of the Chancery Court Clerk of said County, to which plat reference is hereby made for a more particular description.

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 any part thereof, by the beneficiary, not to exceed the sum of \$125,000.00, the beneficiary to be the sole judge as to whether or not such future and additional advances shall be made. In addition to all of the above, it is intended that this conveyance shall secure, and it does secure any and all debts, obligations, or liabilities, direct or contingent, of the grantor herein, or either of them, to the beneficiary, whether now existing or hereafter arising at any time before actual cancellation of this instrument on the public records of mortgages and deeds of trust, whether the same be evidenced by note, open account, over-draft, endorsement, guaranty or otherwise.

Second. The grantor will at all times during the continuance of this deed of trust keep the buildings and improvements on said premises insured against loss or damage by fire, storm, war damage and other hazard in such reliable insurance company, or companies, as may be acceptable to the beneficiary, for the maximum amount of insurance obtainable, or in such amount as may be approved by beneficiary, and all policies covering the same shall contain the proper loss payable clause, making all losses, if any, payable to the beneficiary, his successors or assigns, and shall be delivered to the beneficiary herein, or to the owner or holder of the notes secured hereby as additional security. In case of loss and payment by any insurance company, the amount of insurance money so paid shall be applied either on the indebtedness secured hereby, or in rebuilding or restoring the damaged building, or buildings, or it may be released to the grantor, as the beneficiary may elect. In the event of loss the grantor shall immediately give notice by mail to the beneficiary who may make proof of loss if same be not promptly made by the grantor. Each insurance company involved is hereby authorized, empowered and directed to make payment for any loss directly to the beneficiary instead of to the grantor and the beneficiary jointly.

Third. The grantor will pay all taxes and assessments, general or special, which may be assessed against the said land, premises or property, or upon the interest of the trustee or the beneficiary therein, or upon this deed of trust, or the indebtedness secured hereby, without regard to any law heretofore enacted or that may hereafter be enacted imposing payment of the whole or any part thereof upon either the trustee or beneficiary, and further will furnish annually to the beneficiary certificates or receipts of the proper officer showing full payment of all such taxes and assessments.

Fourth. That the rents, issues and profits of all and every part of the property here conveyed are specifically pledged to the payment of the indebtedness hereby secured, and all obligations which may accrue under the terms of this instrument. Upon the maturity of the indebtedness hereby secured, either by lapse of time or by reason of any default as herein provided, or if at any time it becomes necessary to protect the lien of this conveyance, the beneficiary, or any owner, or holder of the notes secured hereby, shall have the right to forthwith enter into and upon the property hereinbefore described and take possession thereof, and collect and apply the rents, issues and profits thereon upon the indebtedness secured hereby, or may, if it is so desired, have a receiver appointed by any court of competent jurisdiction to collect and impound the said rents, issues and profits and after paying the expense of such receivership apply the balance thereof to the payment of any indebtedness secured hereby.

Fifth. The failure on the part of the grantor to keep and perform each, any, and all of the covenants and stipulations of this deed of trust, or the passage by the State of Mississippi of any law imposing payment of the whole or any portion of any of the taxes aforesaid upon the trustee or the beneficiary, or upon the rendering by any court of competent jurisdiction of a decision that the stipulation or provision herein covering the payment of taxes or assessments is legally inoperative, shall give to the beneficiary or to the owner or holder of the notes secured hereby the option to at once declare the entire principal sum hereby secured with all interest and charges thereon, and all other amounts secured hereby at once due and demandable and to have the property advertised and sold by the trustee herein named, or his successor or successors, in accordance with the provisions of this conveyance hereinbefore set out. But in case such default consists in the failure to keep the said property insured or to pay the taxes as herein required, the beneficiary, or the owner or holder of the said secured notes, may procure said insurance and pay said taxes and assessments, or redeem the property from tax sale if it has been sold; and any and all sums paid in procuring said insurance or in paying said taxes or assessments or in redeeming said property from tax sale, together with interest thereon at the rate herein stipulated from the date the same shall have been paid, shall be covered by this conveyance and shall be due and demandable on the date of the maturity of the interest installment which may become due under the terms of this instrument next after such additional items of expense are made or incurred. In case the beneficiary or the owner or holder of said secured notes elects to advance insurance premium and/or taxes, the receipt of an agent of the insurance company or companies in which said insurance is placed shall, with respect to such insurance premiums, be conclusive evidence as between the parties to this conveyance of the amount and fact of payment thereof; and the receipt of the proper public official, shall with respect to the taxes and assessments, aforesaid, be conclusive as between the parties to this conveyance of the amount and validity of said taxes or assessments and of the fact of the payment thereof.

Sixth. The beneficiary, or any owner or holder of the note secured hereby, may at pleasure, without giving formal notice to the original or any successor trustee, or to the grantor herein, and without regard to the willingness or inability of any such trustee to act, or to execute this trust, appoint another person or succession of persons to act as trustee herein, and such appointee or substitute shall have all the powers in the execution of this trust as are vested in the trustee herein named. If the beneficiary, or the owner or holder of the note secured hereby, be a corporation, such appointment may be made by its president, vice-president, assistant vice-president, secretary or treasurer.

Seventh. In case of foreclosure and sale of the property covered hereby, the beneficiary, or any owner or holder of the notes secured hereby, shall have the same right to purchase at said sale as if a stranger to this instrument.

Eighth. Grantor covenants that the premises and property covered hereby will at all times be used in a good and husbandlike manner, for lawful purposes only, and that waste will not be committed or suffered to be committed thereon.

Ninth. Whenever in this deed of trust the context so requires, the singular number shall include the plural, and the plural the singular; holder of the note or notes shall be deemed to refer to and include the owner of the debt, and the word beneficiary shall at any and all times include and mean the then holder of the note or notes secured hereby.

IN TESTIMONY WHEREOF, witness the signature of the grantor this the 12th day of August, 1975.

*George C. Montague*  
George C. Montague  
*Barbara Sue Montague*  
Barbara Sue Montague

STATE OF MISSISSIPPI,  
COUNTY OF DESOTO

This day personally appeared before me, the undersigned authority, in and for the State and County aforesaid, the within named George C. Montague and wife, <sup>who</sup> severally acknowledged that they Barbara Sue Montague signed and delivered the above and foregoing deed of trust on the day and year therein mentioned.

Gives under my hand and official seal, this the 12th day of August 1975.  
My Commission Expires: Feb. 19, 1976 *Leticia M. Braswell*  
Notary Public



STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 30 minutes A M. 20 day of August 1975, and that the same has been recorded in Book 189 Page 445 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 25 day of August 1975.

5-00

*A. B. Ferguson*  
A. B. Ferguson Clerk

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST

Class C

STATE OF MISSISSIPPI,  
DeSoto County.

KNOW ALL MEN BY THESE PRESENTS: That Peoples Bank & Trust, 67 East Pigeon Roost  
of Olive Branch, Miss 38654 the beneficiary, does hereby certify that a certain trust deed  
bearing date the 20th day of July 19 72, made and executed by Julius Cowan and  
Lovie Cowan of Olive Branch, Miss. to Peoples Bank & Trust  
the above named beneficiary, and recorded in the office of the Chancery Clerk of DeSoto  
County, in the State of Mississippi in Real Estate Trust Deed Record No 145 on page 563  
of the Record of Trust Deeds, on the 31 day of July, A. D. 19 72, is now fully paid  
and satisfied; and I do hereby authorize the Clerk of the Chancery Court of said DeSoto  
County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of  
said County also as provided by law.

Peoples Bank & Trust, Olive Branch, Miss.

*Janice C. Payne*  
Assistant Cashier

STATE OF MISSISSIPPI,  
DeSoto County.

Personally came and appeared before me, the undersigned authority Aurelia B. Jones, a Notary Public  
in and for County and State aforesaid, Janice C. Payne, Cashier who acknowledged that he signed and  
Peoples Bank and Trust  
delivered the above and foregoing instrument on the day and date for the purpose therein mentioned.

Given under my hand and seal of office this 19th day of August A. D. 19 75



*Aurelia B. Jones*  
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock  
30 minutes A. M. 20 day of August 1975, and that the same has been  
recorded in Book 189 Page 448 records of REAL ESTATE TRUST DEEDS  
of said County.

Witness my hand and seal this the 25 day of August 1975.

Fees \$ 2.50 pd.

SEAL *H. P. Ferguson* CLERK



ORDER TO CLERK TO CANCEL DEED OF TRUST

STATE OF MISSISSIPPI,  
COUNTY OF DESOTO:

KNOW ALL MEN BY THESE PRESENTS: That FERRO CORPORATION the beneficiary, does hereby certify that a certain Deed of Trust bearing the date of the 23rd day of February, 1973, made and executed by JONES HOMES, INC., of Hendersonville, Tenn., 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. 154, Page 550, of the Record of Trust Deeds, on the 27th day of February, 1973, is now fully paid and satisfied; and I/We do hereby authorize the Clerk of the Chancery Court of said DeSoto County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of said County also as provided by law.

WITNESS my/our signature(s) this the 11th day of Aug. 1975.

ATTEST:

Larry Simpson  
Larry Simpson, Assistant Treasurer

GUARANTY MORTGAGE COMPANY  
FERRO CORPORATION  
AGENTS

By: Carlos H. Ford  
Carlos H. Ford, Treasurer

STATE OF TENNESSEE  
COUNTY OF DAVIDSON

PERSONALLY came and appeared before me, the undersigned authority, Notary Public, in and for the County and State aforesaid, the within named Larry Simpson and Carlos H. Ford, who acknowledge that as Assistant Treasurer and Treasurer, respectively, agents for the on behalf of and by authority of FERRO CORPORATION, they signed and delivered the above and foregoing instrument for the purpose therein mentioned.

GIVEN UNDER MY HAND and seal of office, this the 11th day of Aug. 1975.

My Commission expires: 2/16/77

Chris H. Hickman  
Notary Public



Lot 1715, Sec. D, DeSoto Village s/d  
Bowen

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 30 minutes A M. 20 day of August 1975, and that the same has been recorded in Book 189 Page 449 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 25 day of August 1975.

Fees \$ 2.50 pd.

SEAL H. P. Ferguson CLERK

FIRST NATIONAL BANK,  
Hernando, Mississippi

GRANTOR

TO

SUBORDINATION AGREEMENT

NORTH MISSISSIPPI SAVINGS &  
LOAN ASSOCIATION

GRANTEE

WHEREAS, H. R. GARNER and wife, LOTTIE HOLCOMB GARNER, conveyed by Trust Deed to William H. Austin, Jr., Trustee, for the benefit of FIRST NATIONAL BANK, Hernando, Mississippi, certain lands as described by said Trust Deed bearing date of May 19, 1975, and recorded in Real Estate Trust Deed Book 185, Page 649 in the Office of the Chancery Clerk of DeSoto County, Mississippi; and,

WHEREAS, it is the purpose, intent and desire of FIRST NATIONAL BANK, Hernando, Mississippi, to subordinate and make junior its Deed of Trust lien on the property described as follows, to-wit:

Lot No. 8, Dixie Hills Estate Subdivision, Section 36, Township 2 South, Range 7 West, DeSoto County, Mississippi, as shown on plat appearing of record in Plat Book 10, Pages 19-21 in the Office of the Chancery Clerk of DeSoto County, Mississippi;

Together with all improvements and appurtenances thereunto belonging.

Lot 81, Section A, Southaven Subdivision, in Section 14, Township 1 South, Range 8 West, and shown on the revised plat of said Subdivision, which is recorded in Plat Book 2, Pages 4 and 5 in the Office of the Chancery Clerk of DeSoto County, Mississippi.

to that certain Deed of Trust given by H. R. Garner and wife, Lottie Holcomb Garner, to Joe M. Hudspeth, Trustee, for the benefit of NORTH MISSISSIPPI SAVINGS & LOAN ASSOCIATION, A Mississippi Corporation, dated August 18, 1975, securing the principal sum of \$36,000.00, and to be filed for record in the Office of the Chancery Clerk of DeSoto County, Mississippi.

NOW, THEREFORE, for and in consideration of the sum of ONE DOLLAR (\$1.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, First National Bank, Hernando, Mississippi, does hereby subordinate and make junior the lien retained in that certain Deed of Trust recorded in Real Estate Trust Deed Book 185, Page 649 in the Office of the Chancery Clerk of DeSoto County, Mississippi, to that

certain Deed of Trust given by H. R. Garner and wife, Lottie Holcomb Garner, for the benefit of North Mississippi Savings & Loan Association, dated August 18, 1975, and to be filed for record in the Office of said Clerk.

The Chancery Clerk of DeSoto County, Mississippi, is hereby authorized to record this Subordination Agreement upon the Land Records of DeSoto County, Mississippi, and to properly note on the margin of the said Deed of Trust for the benefit of First National Bank, Hernando, Mississippi, and the said Deed of Trust for the benefit of North Mississippi Savings & Loan Association a notation of this conveyance.

WITNESS its signature this, the 19<sup>th</sup> day of August, 1975.

FIRST NATIONAL BANK  
Hernando, Mississippi

By Jack W. Ussery  
Jack W. Ussery, PRESIDENT

STATE OF MISSISSIPPI  
COUNTY OF DeSOTO

THIS DAY personally appeared before me, the undersigned authority in and for said County and State, JACK W. USSERY, the President of FIRST NATIONAL BANK, Hernando, Mississippi, who acknowledged that he signed and delivered the foregoing Subordination Agreement on the date mentioned therein and for the purposes expressed as the act and deed of said Bank, he being authorized so to do.

GIVEN under my hand and Official Seal this, the 19<sup>th</sup> day of August, 1975.



William S. Boston  
NOTARY PUBLIC

STATE OF MISSISSIPPI, DESOTO COUNTY  
I certify that the within instrument was filed for record at 8 o'clock 25 minutes A M. 21 day of August 1975, and that the same has been recorded in Book 189 Page 450 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 25 day of August 1975.

Fees \$ 3.50 pd.

SEAL H. P. Ferguson CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK  
195 PAGE 284  
THIS 20 DAY OF Jan. 1976  
W. B. Ferguson  
CHANCERY CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK  
195 PAGE 510  
THIS 30 DAY OF January 1976  
W. B. Ferguson  
CHANCERY CLERK

Mississippi Bankers Association  
Form No. 1  
(Revised Dec. 1955)  
LAND

### DEED OF TRUST LAND

THIS INDENTURE, this day made and entered into between

EARNEST E. RICHARDS and wife, MARYANNE T. RICHARDS,  
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  
THIRTY-ONE THOUSAND THREE HUNDRED AND NO/100 - - - - - DOLLARS  
(\$ 31,300.00 ) evidenced by One (1) promissory note of even date herewith in favor of  
the beneficiary, bearing interest at the rate of ten (10) per centum per - - - - - annum after  
date , providing for the payment of attorney's fees in case of default and being due  
and payable as follows, to-wit:

On or before One Hundred Eighty (180) days from date, being  
~~March~~ 9, 1976.  
February  
ER  
MK

WHEREAS, the said grantor desires to secure the prompt payment at maturity of the aforesaid  
indebtedness, as well as any extension of the same, or any part thereof, and any other or further  
indebtedness in the way of future advances hereunder, or otherwise, that the grantor, or either of  
them, may now or hereafter owe the beneficiary, as hereinafter provided:

NOW, THEREFORE, in consideration of the premises, and the further consideration of Ten Dol-  
lars (\$10.00) cash in hand paid by the aforesaid trustee, the receipt of which is hereby acknowledged,  
the grantor does hereby convey and warrant unto the said trustee, the property situated in the

County of DeSoto,  
State of Mississippi, and more particularly described as follows, to-wit:

Lot 3 of Pleasant Hill Estates Subdivision in Section 12, Township  
2 South, Range 7 West (DeSoto County, Mississippi), as shown on  
the recorded plat of said subdivision in Plat Book 8, Pages 4 and  
5, in the Office of the Chancery Clerk of DeSoto County, Mississippi.

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 shall remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment of interest as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other covenant herein contained, then and in that event the entire principal sum secured hereby with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, or the owner or holder of said note or notes, be and become at once due and payable, and the trustee herein named, or his successor or successors, shall, at the request of the beneficiary, or at the request of any owner or holder of the note or notes secured hereby, sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid. Such sale shall be made by giving notice of the time, place and terms of sale as required by Section 388 of the Mississippi Code of 1942 and amendments thereof, 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.

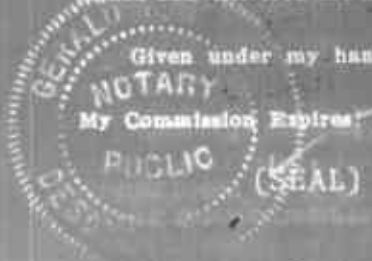
IN TESTIMONY WHEREOF, witness the signature of the grantor this the 12th day of August, 1975.

*Earnest E. Richards*  
Earnest E. Richards  
*Maryanne T. Richards*  
Maryanne T. Richards

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 EARNEST E. RICHARDS and wife, MARYANNE T. RICHARDS, 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 August, 1975.  
My Commission Expires May 5, 1979  
*Gerald R. Taylor*  
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 8 o'clock 25 minutes A. M. 21 day of August 1975, and that the same has been recorded in Book 189 Page 452 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 25 day of August 1975.  
*H. G. Ferguson or Clem*  
Fees \$ 5.00 pd.

USDA-FHA  
Form FHA 427-1 MS  
(Rev. 9-7-71)

Position 6

REAL ESTATE DEED OF TRUST FOR MISSISSIPPI  
(INSURED LOANS TO INDIVIDUALS)

THIS INDENTURE, made and entered into this day, August 15, 1975,  
(Date)

by and between the undersigned

BOB JOE CRAWFORD and wife, DIANE H. CRAWFORD,

residing in DeSoto County, Mississippi, whose post office  
address is 100 West Valley St.; 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 accel-  
eration of the entire indebtedness at the option of the Government upon any default by Borrower, and being further described  
as follows:

<u>Date of Instrument</u>	<u>Principal Amount</u>	<u>Annual Rate of Interest</u>	<u>Due Date of Final Installment</u>
<u>August 15, 1975</u>	<u>\$21,900.00</u>	<u>8-1/8 %</u>	<u>August 15, 2008</u>

And the note evidences a loan to Borrower, and the Government, at any time, may assign the note and insure the payment  
thereof pursuant to the Consolidated Farmers Home Administration Act of 1961, or Title V of the Housing Act of 1949;

And when payment of the note is insured by the Government, the Government may retain the right to a specified portion  
of the payments on the note;

And a condition of the insurance of payment of the note will be that the holder will forego his rights and remedies  
against Borrower and any others in connection with the loan evidenced thereby, as well as any benefit of this instrument,  
and will accept the benefits of such insurance in lieu thereof, and upon the Government's request will assign the note to  
the Government;

And it is the purpose and intent of this instrument that, among other things, at all times when the note is held by the  
Government, or in the event the Government should assign this instrument without insurance of the note, this instrument  
shall secure payment of the note; but when the note is held by an insured holder, this instrument shall not secure payment  
of the note or attach to the debt evidenced thereby, but as to the note and such debt shall constitute an indemnity mortgage  
to secure the Government against loss under its insurance contract by reason of any default by Borrower.

NOW, THEREFORE, in consideration of the loan(s), Borrower does hereby grant, bargain, sell, convey, and assign  
unto trustee with general warranty the following-described property situated in the State of Mississippi, County(ies) of

DeSOTO

Lot 698, 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 10, Pages 32  
and 33.

FHA 427-1 MS (Rev. 9-7-71)

FULLY PAID AND SATISFIED, 10-7-77  
UNITED STATES OF AMERICA, FARMERS HOME  
ADMINISTRATION, BY Aaron R. Goolsby  
COUNTY SUPERVISOR, PURSUANT TO AUTHORITY  
CONTAINED IN 19 P.R. 74, 75; 20 P.R. 321; 20 P.R. 4175

ATTEST: W. D. Lagunas, Clerk  
By D. W. McClain, 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) At all times when the note is held by an insured holder, any amount due and unpaid under the terms of the note to which the holder is entitled may be paid by the Government to the holder of the note for the account of Borrower. Any amount due and unpaid under the terms of the note, whether it is held by the Government or by an insured holder, may be credited by the Government on the note and thereupon shall constitute an advance by the Government for the account of Borrower. Any advance by the Government as described in this paragraph shall bear interest at the note rate from the date on which the amount of the advance was due to the date of payment to the Government, provided that Borrower shall be required to pay interest on only the principal portion of such advance unless otherwise provided in the regulations of the Farmers Home Administration.

(4) Whether or not the note is insured by the Government, the Government may at any time pay any other amounts required herein to be paid by Borrower and not paid by him when due, as well as any costs and expenses for the preservation, protection, or enforcement of this lien, as advances for the account of Borrower. All such advances shall bear interest at the rate borne by the note which has the highest interest rate.

(5) All advances by the Government as described in this instrument, with interest, shall be immediately due and payable by Borrower to the Government without demand at the place designated in the latest note and shall be secured hereby. No such advance by the Government shall relieve Borrower from breach of his covenant to pay. Any payment made by Borrower may be applied on the note or any indebtedness to the Government secured hereby, in any order the Government determines.



- (6) To use the loan evidenced by the note solely for purposes authorized by the Government.
- (7) To pay when due all taxes, liens, judgments, encumbrances, and assessments against the property and promptly deliver to the Government without demand receipts evidencing such payments.
- (8) To keep the property insured as required by and under insurance policies approved by, delivered to, and retained by the Government.
- (9) To maintain improvements in good repair and make repairs required by the Government; operate the property in a good and husbandlike manner; comply with such farm conservation practices and farm and home management plans as the Government from time to time may prescribe; and not to abandon the property, or cause or permit waste, lessening or impairment of the security covered hereby, or, without the written consent of the Government, cut, remove, or lease any timber, gravel, oil, gas, coal, or other minerals except as may be necessary for ordinary domestic purposes.
- (10) To comply with all laws, ordinances, and regulations affecting the property.
- (11) To pay or reimburse the Government for expenses reasonably necessary or incidental to the protection of the lien and priority hereof and to the enforcement of or the compliance with the provisions hereof and of the note and any supplementary agreement (whether before or after default), including but not limited to costs of evidence of title to and survey of the property, costs of recording this and other instruments, attorneys' fees, trustees' fees, court costs, and expenses of advertising, selling, and conveying the property.
- (12) Neither the property nor any portion thereof or interest therein shall be leased, assigned, sold, transferred, or encumbered, voluntarily or otherwise, without the written consent of the Government. The Government shall have the sole and exclusive rights as mortgagee hereunder, including but not limited to the power to grant consents, partial releases, subordinations, satisfaction, and no insured holder shall have any right, title or interest in or to the lien or any benefits hereof.
- (13) At all reasonable times the Government and its agents may inspect the property to ascertain whether the covenants and agreements contained herein or in any supplementary agreement are being performed.
- (14) The Government may extend and defer the maturity of and renew and reamortize the debt evidenced by the note or any indebtedness to the Government secured hereby, release from liability to the Government any party so liable thereon, release portions of the property from and subordinate the lien hereof, and waive any other rights hereunder, without affecting the lien or priority hereof or the liability to the Government of Borrower or any other party for payment of the note or indebtedness secured hereby except as specified by the Government in writing.
- (15) If at any time it shall appear to the Government that Borrower may be able to obtain a loan from a production credit association, a Federal land bank, or other responsible cooperative or private credit source, at reasonable rates and terms for loans for similar purposes and periods of time, Borrower will, upon the Government's request, apply for and accept such loan in sufficient amount to pay the note and any indebtedness secured hereby and to pay for any stock necessary to be purchased in a cooperative lending agency in connection with such loan.
- (16) The power to appoint a substitute trustee is hereby granted to the Government and its assigns, to be exercised at any time hereafter, without notice and without specifying any reason therefor, by filing for record in the office where this instrument is recorded an instrument of appointment, whereupon the substitute trustee shall succeed to all the estates, rights, powers, and trusts herein granted to or vested in Trustee, and the former trustee or substitute trustee shall be divested thereof, and notice of the exercise of this power and any requirement of, or right to require, a bond from any trustee hereunder, are hereby waived.
- (17) Default hereunder shall constitute default under any other real estate, or under any personal property or other, security instrument held or insured by the Government and executed or assumed by Borrower, and default under any such other security instrument shall constitute default hereunder.
- (18) SHOULD DEFAULT occur in the performance or discharge of any obligation secured by this instrument, or should any one of the parties named as Borrower die or be declared an incompetent, a bankrupt, or an insolvent, or make an assignment for the benefit of creditors, the Government, at its option, with or without notice, may: (a) declare the entire amount unpaid under the note and any indebtedness to the Government hereby secured immediately due and payable, (b) for the account of Borrower incur and pay reasonable expenses for repair or maintenance of and take possession of, operate or rent the property, (c) upon application by it and production of this instrument, without other evidence and without notice of hearing of said application have a receiver appointed for the property, with the usual powers of receivers in like cases, and (d) authorize and request Trustee to foreclose this instrument and sell the property as provided by law.
- (19) Upon default aforesaid, at the request of the Government, Trustee may foreclose this instrument by advertisement and sale of the property as provided by law, for cash or secured credit at the option of the Government, personal notice of which sale need not be served on Borrower; such sale may be adjourned from time to time without other notice than oral proclamation at the time and place appointed for such sale and correction made on the posted notices; and at such sale the Government and its agents may bid and purchase as a stranger; Trustee at his option may conduct such sale without being personally present, through his delegate authorized by him for such purpose orally or in writing, and Trustee's execution of a conveyance of the property or any part thereof to any purchaser at foreclosure sale shall be conclusive evidence that the sale was conducted by Trustee personally or through his delegate duly authorized in accordance herewith. If the property is situated in two or more counties, the sale may be held in any one of such counties selected by the Government in its sole discretion.
- (20) The proceeds of foreclosure sale shall be applied in the following order to the payment of: (a) costs and expenses incident to enforcing or complying with the provisions hereof, (b) any prior liens required by law or a competent court to be so paid, (c) the debt evidenced by the note and all indebtedness to the Government secured hereby, (d) inferior liens of record required by law or a competent court to be so paid, (e) at the Government's option, any other indebtedness of Borrower owing to or insured by the Government, and (f) any balance to Borrower. In case the Government is the successful bidder at foreclosure or other sale of all or any part of the property, the Government may pay its share of the purchase price by crediting such amount on any debts of Borrower owing to or insured by the Government, in the order prescribed above.

(21) All powers and agencies granted in this instrument are coupled with an interest and are irrevocable by death or otherwise; and the rights and remedies provided in this instrument are cumulative to remedies provided by law.

(22) As against the debt evidenced by the note and any indebtedness to the Government hereby secured, with respect to the property, Borrower (a) hereby relinquishes, waives, and conveys all rights, inchoate or consummate, of descent, dower, curtesy, homestead, valuation, appraisal, and exemption, to which Borrower is or becomes entitled under the laws and constitution of the jurisdiction where the property lies, and (b) hereby agrees that any right provided by such laws or constitution for redemption or possession following foreclosure sale shall not apply, and that no right of redemption or possession shall exist after foreclosure sale.

(23) If any part of the loan for which this instrument is given shall be used to finance the purchase, construction or repair of property to be used as an owner-occupied dwelling (a) neither he nor anyone authorized to act for him will, after receipt of a bona fide offer, refuse to negotiate for its sale or rental, or will otherwise make unavailable or deny said property, to anyone because of race, color, religion or national origin and (b) Borrower recognizes as illegal and hereby disclaims and will not comply with or attempt to enforce any restrictive covenants on said property relating to race, color, religion or national origin.

(24) This instrument shall be subject to the present regulations of the Farmers Home Administration, and to its future regulations not inconsistent with the express provisions hereof.

(25) Notices given hereunder shall be sent by certified mail, unless otherwise required by law, addressed, unless and until some other address is designated in a notice so given in the case of the Government to Farmers Home Administration, United States Department of Agriculture, at Jackson, Mississippi 39201, and in the case of Borrower to him at his post office address stated above.

WITNESS the signature(s) of Borrower the day and year first above written

*Bob Joe Crawford*  
Bob Joe Crawford

*Diane H. Crawford*  
Diane H. Crawford

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 BOB JOE CRAWFORD

and DIANE H. CRAWFORD, his wife, who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and official seal this 15<sup>th</sup> day of August, 1975.



*William H. Gustafson*  
(Signature)

NOTARY PUBLIC  
(Title)

My Commission Expires:  
My Commission Expires May 15, 1979

GPO 264-782

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 8 o'clock 30 minutes A.M. 21 day of August 1975, and that the same has been recorded in Book 189 Page 455 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 25 day of August 1975.

Fees \$5.00 pd.

SEAL *H. P. Ferguson* CLERK

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST

Class C

STATE OF MISSISSIPPI, } ss.  
DeSoto County.

KNOW ALL MEN BY THESE PRESENTS: That THE HERNANDO BANK  
of Hernando, Mississippi, the beneficiary, does hereby certify that a certain trust deed  
bearing date the 13th day of March 19 70, made and executed by ELMO W. MARCOTT and  
wife, LURA E. MARCOTT, 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 116 on page 121  
of the Record of Trust Deeds, on the 14th day of March, A. D. 1970, is now fully paid  
and satisfied; and I do hereby authorize the Clerk of the Chancery Court of said DeSoto  
County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of  
said County also as provided by law.

THE HERNANDO BANK  
Hernando, Mississippi

By: [Signature]  
A. S. Ballard, Jr., PRESIDENT

STATE OF MISSISSIPPI, } ss.  
DeSoto County.

Personally came and appeared before me, the undersigned authority a Notary Public  
A. S. BALLARD, JR., the President of  
in and for County and State aforesaid, THE HERNANDO BANK, who acknowledged that he signed and  
Hernando, Mississippi  
delivered the above and foregoing instrument on the day and date for the purpose therein mentioned, as the act and deed  
of said bank, he being authorized so to do.  
Given under my hand and seal of office this 28th day of July, A. D. 1975.



[Signature]

My Commission Expires: My Commission Expires Jan. 7, 1978 NOTARY PUBLIC

LAWRENCE-DESSERWOOD 87844

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 8 o'clock  
25 minutes A M. 21 day of August 1975, and that the same has been  
recorded in Book 189 Page 459 records of REAL ESTATE TRUST DEEDS  
of said County.

Witness my hand and seal this the 25 day of August 1975.

Fees \$250 pd.

SEAL [Signature] CLERK

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST

Class C

STATE OF MISSISSIPPI, } ss.  
DeSoto County.

KNOW ALL MEN BY THESE PRESENTS: That NORTH MISSISSIPPI SAVINGS & LOAN ASSOCIATION, the beneficiary, does hereby certify that a certain trust deed bearing date the 12th day of June, 1972, made and executed by WADE BANKS SCRUGGS, JR. and wife, BEULAH WOODY SCRUGGS 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. 144 on page 44 of the Record of Trust Deeds, on the 17th day of June, A. D. 1972, is now fully paid and satisfied; and I do hereby authorize the Clerk of the Chancery Court of said DeSoto County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of said County also as provided by law.

NORTH MISSISSIPPI SAVINGS & LOAN ASSOCIATION

By: Joe M. Hudspeth  
Joe M. Hudspeth, SECRETARY

STATE OF MISSISSIPPI, }  
DeSoto County. of LAFAYETTE

Personally came and appeared before me, the undersigned authority a Notary Public JOE M. HUDSPETH, the Secretary of 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 18<sup>th</sup> day of August, A. D. 1975



Clia F. Jones

NOTARY PUBLIC

My Commission Expires: April 9, 1979

LAFAYETTE-GREENWOOD 27844

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 8 o'clock 25 minutes A. M. 21 day of August 1975, and that the same has been recorded in Book 189 Page 460 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this, the 25 day of August 1975.

Fees \$ 2.50 pd.

SEAL H. P. Ferguson, CLERK

OK HP.

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST

Class C

STATE OF MISSISSIPPI, } ss.  
DeSoto County.

KNOW ALL MEN BY THESE PRESENTS: That THE HERNANDO BANK  
of Hernando, Mississippi, the beneficiary, does hereby certify that a certain trust deed  
bearing date the 5th day of July, 19 72, made and executed by ELMO W. MARCOTT and  
wife, LURA B. MARCOTT, of 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. 144 on page 528  
of the Record of Trust Deeds, on the 6th day of July A. D. 19 72, is now fully paid  
and satisfied; and I do hereby authorize the Clerk of the Chancery Court of said DeSoto  
County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of  
said County also as provided by law.

THE HERNANDO BANK  
Hernando, Mississippi

By: [Signature]  
A. S. Ballard, Jr., PRESIDENT

STATE OF MISSISSIPPI, } ss.  
DeSoto County.

Personally came and appeared before me, the undersigned authority A Notary Public  
A. S. BALLARD, JR., the President of  
in and for County and State aforesaid, THE HERNANDO BANK, who acknowledged that he signed and  
Hernando, Mississippi,  
delivered the above and foregoing instrument on the day and date for the purpose therein mentioned as the act and deed  
of said bank, he being authorized so to do.

Given under my hand and seal of office this 28th day of July A. D. 19 75



[Signature]

NOTARY PUBLIC

My Commission Expires: My Commission Expires Jan. 7, 1978

LAWRENCE-GREENWOOD 87344

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 8 o'clock  
25 minutes A M. 21 day of August 1975, and that the same has been  
recorded in Book 189 Page 461 records of REAL ESTATE TRUST DEEDS  
of said County.

Witness my hand and seal this the 25 day of August 1975.

Fees \$ 2.50 pd.

SEAL [Signature] CLERK

o/p pp.

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST

Class C

STATE OF MISSISSIPPI, } ss.  
DeSoto County.

KNOW ALL MEN BY THESE PRESENTS: That THE HERNANDO BANK  
of Hernando, Mississippi, the beneficiary, does hereby certify that a certain trust deed  
bearing date the 14th day of March 1969, made and executed by ELMO W. MARCOTT and  
wife, LURA E. MARCOTT, 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. 108 on page 448  
of the Record of Trust Deeds, on the 26th day of March, 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.

THE HERNANDO BANK  
Hernando, Mississippi

By: [Signature]  
A. S. Ballard, Jr., PRESIDENT

STATE OF MISSISSIPPI, } ss.  
DeSoto County.

Personally came and appeared before me, the undersigned authority a Notary Public  
A. S. BALLARD, JR., the President of  
in and for County and State aforesaid, / THE HERNANDO BANK, who acknowledged that he signed and  
Hernando, Mississippi,  
delivered the above and foregoing instrument on the day and date for the purpose therein mentioned, as the act and deed  
of said bank; he being authorized so to do.  
Given under my hand and seal of office this 28th day of July, A. D. 1975.



[Signature]  
NOTARY PUBLIC

My Commission Expires: My Commission Expires Jan. 7, 1978

LAWRENCE-GREENWOOD 87844

STATE OF MISSISSIPPI, DESOTO COUNTY  
I certify that the within instrument was filed for record at 8 o'clock  
25 minutes A M. 21 day of August 1975, and that the same has been  
recorded in Book 189 Page 462 records of REAL ESTATE TRUST DEEDS  
of said County.  
Witness my hand and seal this the 25 day of August 1975.  
Fees \$ 2.50 pd.  
SEAL [Signature] CLERK

ASSIGNMENT OF DEED OF TRUST

FOR AND IN CONSIDERATION of the sum of One (\$1.00) Dollar and Other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby assign, set over, and transfer unto NORTH MISSISSIPPI SAVINGS & LOAN ASSOCIATION all right, title and interest in and to that certain Deed of Trust executed for the benefit of the undersigned by  
Gullette Builders, Inc.

dated August 1, 1975, recorded in Book \_\_\_\_\_ at Page \_\_\_\_\_ of the Land Trust Deed Records of DESOTO County, Mississippi, together with a note evidencing the indebtedness secured thereby in the original principal amount of \$ 5,400.00, the principal unpaid balance of which the undersigned warrants to be \$ 5,400.00 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.

This the \_\_\_\_\_ day of August, 1975.

S & W CONSTRUCTION COMPANY OF TENN., INC.  
W. C. Jenne, Jr.  
President

STATE OF MISSISSIPPI  
COUNTY OF DESOTO

This day personally appeared before the undersigned Notary Public in and for said County and State the within and above named W. C. JENNE, JR., PRESIDENT OF S&W CONSTRUCTION COMPANY OF TENN., INC. who acknowledged that he signed and delivered the foregoing Assignment of Deed of Trust on the day and year therein mentioned.

WITNESS my hand and seal Notarial this \_\_\_\_\_ day of August, 1975.



James D. Ampe  
NOTARY PUBLIC

STATE OF MISSISSIPPI, DESOTO COUNTY  
I certify that the within instrument was filed for record at 8 o'clock 20 minutes A M. 21 day of August 1975, and that the same has been recorded in Book 189 Page 463 records of REAL ESTATE TRUST DEEDS of said County.  
Witness my hand and seal this the 25 day of August 1975.  
Fee \$ 2.50 pd.  
SEAL H. P. Ferguson CLERK

ORDER TO CLERK TO CANCEL DEED OF TRUST

STATE OF Mississippi

COUNTY OF DeSoto

KNOW ALL MEN BY THESE PRESENTS: That William E. Thomas,  
 Regional Supervisor  
 of Southern Area of AVCO SECURITY CORPORATION, Assignee of the Beneficiary,  
 AMERICAN BUILDING & SUPPLY COMPANY does hereby certify that a certain trust  
 deed bearing date the 2nd day of December, 1970, made and executed by THOMAS  
 HELMS and Catherine Helms to the above named beneficiary, American Building  
 & Supply Company, and recorded in the office of the Chancery Clerk of  
 DeSoto County, in the State of Mississippi in Real Estate Trust Deed Record  
 No. 124, on Page 579, of the Record of Trust Deeds, on the 3rd day of February,  
 A.D. 1971, is now fully paid and satisfied; and I do hereby authorize the  
 Clerk of the Chancery Court of said DeSoto County to enter satisfaction  
 and certificate of payment in full upon this said instrument and that this  
 order be recorded in the records of said County also as provided by law.  
 Said Deed of Trust was assigned to AVCO Security Corporation by assignment  
 dated January 19, 1971, filed for record at 10:20 a.m. on February 3, 1971,  
 and recorded in Book 124, Page 581, in the office of the Chancery Clerk of  
 DeSoto County, Mississippi.

THIS THE 18 day of August, 1975.

AVCO SECURITY CORPORATION

BY William E. Thomas  
 Regional Supervisor of the Southern Area  
 Office

STATE OF Miss  
 COUNTY OF DeSoto

Personally came and appeared before me, the undersigned authority  
 of law in and for the jurisdiction aforesaid, the within named William E.  
 Thomas, Regional Supervisor of the Southern Area, of AVCO SECURITY CORPORATION, who  
 acknowledged that he signed and delivered the above and foregoing instrument  
 on the day and date therein mentioned as the act and deed of said corporation,  
 after first being duly authorized so to do.

GIVEN under my hand and official seal of office this the 18<sup>th</sup>  
 day of August, 1975.



Dorothy L. Martin  
 NOTARY PUBLIC

My commission expires:

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 8 o'clock  
20 minutes 4 M. 21 day of August 1975, and that the same has been  
 recorded in Book 189 Page 464 records of REAL ESTATE TRUST DEEDS  
 of said County.

Witness my hand and seal this the 25 day of August 1975.

Fees \$ 2.50 pd.

SEAL H. P. Ferguson, CLERK



PARTIAL RELEASE

For and in consideration of the sum of TEN DOLLARS (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, ----- A. W. BOUCHILLON ----- does hereby release from the lien of the Deed of Trust given by REEVES-WILLIAMS, INC., A Mississippi Corporation, ----- for the benefit of the said A. W. Bouchillon -----, which Deed of Trust is dated January 9, 1975, and recorded in Deed of Trust Book 182, Page 476 of the Trust Deed Records of DeSoto County, Mississippi, in the Office of the Chancery Court Clerk of DeSoto County, Mississippi, the following land lying and being situated in DeSoto County, Mississippi, described as follows, to-wit:

Lot No. 14, Oak Grove Subdivision, Revised Plat, in Section 13, Township 3 South, Range 8 West (DeSoto County, Mississippi), as recorded in Plat Book 13, Page 38 in the Office of the Chancery Clerk of DeSoto County, Mississippi; to which plat reference is made for a more particular description of said lot.

SUBJECT TO: City of Hernando ordinances on subdivision and zoning; Rights-of-Way and Easements for public roads and public utilities, and Restrictive Covenants for said subdivision as recorded in Plat Book 13, Page 38 in said Clerk's Office.

In all other respects said Deed of Trust recorded in Deed of Trust Book 182, Page 476 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 19<sup>th</sup> day of August, 1975

*A. W. Bouchillon*  
A. W. Bouchillon

STATE OF MISSISSIPPI  
COUNTY OF DeSOTO

THIS DAY personally appeared before me, the undersigned authority in and for said County and State, A. W. BOUCHILLON, 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 19<sup>th</sup> day of August, 1975.



*William H. Gustaf*  
NOTARY PUBLIC

My Commission Expires: May 15, 1979

STATE OF MISSISSIPPI, DESOTO COUNTY  
I certify that the within instrument was filed for record at 8 o'clock 25 minutes A M. 21 day of August 1975, and that the same has been recorded in Book 189 Page 465 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 25 day of August 1975.

2.50 pd.

SEAL *H. P. Teranson*

466

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, ----- A. W. BOUCHILLON ----- does hereby release from the lien of the Deed of Trust given by REEVES-WILLIAMS, INC., A Mississippi Corporation, ----- for the benefit of the said A. W. Bouchillon -----, which Deed of Trust is dated January 9, 1975, and recorded in Deed of Trust Book 182, Page 476 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. 17, Oak Grove Subdivision, Revised Plat, in Section 24, Township 3 South, Range 8 West (DeSoto County, Mississippi), as recorded in Plat Book 13, Page 38 in the Office of the Chancery Clerk of DeSoto County, Mississippi; to which plat reference is made for a more particular description of said lot.

SUBJECT TO: City of Hernando ordinances on subdivision and zoning; Rights-of-Way and Easements for public roads and public utilities, and Restrictive Covenants for said subdivision as recorded in Plat Book 13, Page 38 in said Clerk's Office.

In all other respects said Deed of Trust recorded in Deed of Trust Book 182, Page 476 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 19<sup>th</sup> day of August, 1975

  
A. W. Bouchillon

STATE OF MISSISSIPPI  
COUNTY OF DESOTO

THIS DAY personally appeared before me, the undersigned authority in and for said County and State, A. W. BOUCHILLON, 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 19<sup>th</sup> day of August, 1975.

  
NOTARY PUBLIC

My Commission Expires: May 15, 1979

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 8 o'clock 25 minutes A M. 21 day of August 1975, and that the same has been recorded in Book 189 Page 466 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 25 day of August 1975.

Fees 2.50 pd.

W. H. A.

CANCELLED BY AUTHORITY RECORDED IN BOOK

204 PAGE 171

THIS 23 DAY OF Sept 1976

H. B. Ferguson  
CHANCERY CLERK

### DEED OF TRUST

FOR VALUE RECEIVED, the undersigned

Reeves-Williams, Inc., a Mississippi 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 105, Section "A" Eastover Subdivision in Section 29, Township 1 South, Range 6 West, as per plat thereof recorded in plat book 12, pages 32-35 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:

(\$31,950.00) Thirty-one Thousand Nine Hundred Fifty--- Dollars due on or before nine (9) months from even date, with interest being due and payable monthly. In the event interest becomes thirty (30) days in arrears, the entire amount advanced immediately becomes due and payable.

bearing interest at the rate of (9) 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 893 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 6 th day of August 1975

REEVES-WILLIAMS, INC.

BY: Robert M. Williams, Jr.  
Robert M. Williams, Jr., Vice-President

BY: Hunter Brannon  
Hunter Brannon, Secretary-Treasurer

STATE OF MISSISSIPPI, )  
COUNTY OF DeSoto )

Personally appeared before me, the undersigned authority in and for said County and State, the within-named Robert M. Williams, Jr., and Hunter Brannon, the Vice-President and Secretary-Treasurer, respectively, of Reeves-Williams, 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 6 th day of August 1975  
[Signature] Notary Public  
My Commission Expires September 25, 1978

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 30 minutes A M. 21 day of August 1975, and that the same has been recorded in Book 189 Page 462 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 25 day of August 1975.

Fees \$ 3.50 pd.

SEAL H. P. Ferguson CLERK

Assignment of this Instrument Recorded in  
Real Estate TID Book  
190 Page 335  
This the 11 day of Sept. 1975  
H. J. Ferguson Clerk

VA Form 26-6882 (Home Loan)  
Revised January 1974. Use Op-  
tional Section 1819, Title 38,  
U.S.C. Acceptable to Federal  
National Mortgage Association.

MISSISSIPPI

# DEED OF TRUST

THIS DEED OF TRUST, made and entered into this -----5th----- day of---August---1975,  
by and between -----

-----ROBERT WAYNE BROWN and wife, WANDA H. BROWN-----

-----, hereinafter called the Grantor; -----  
-----Stuart Robinson-----, hereinafter called the Trustee, and-----

---BANKERS TRUST SAVINGS AND LOAN ASSOCIATION-----, a corporation organized  
and existing under the laws of the State of Mississippi-----, having its principal office and  
post-office address at Jackson, Mississippi-----, hereinafter called the  
Beneficiary:

WITNESSETH, That the Grantor, in consideration of the debt and trust hereinafter mentioned, and the sum  
of One Dollar (\$1.00) to the Grantor paid by the Trustee, the receipt whereof is hereby acknowledged, does by  
these presents grant, bargain, sell, convey, and warrant unto the Trustee, the following-described property, situated  
in the County of-----DeSoto-----, State of Mississippi, to wit:

Lot 832, Section "D", Greenbrook Subdivision in Section 19, Township 1  
South, Range 7 West, as per plat thereof recorded in Plat Book 9 at  
Page 42, in the office of the Chancery Clerk of DeSoto County,  
Mississippi.

That, as additional and collateral security for the payment of the note  
secured hereby and the indebtedness hereinafter described, Grantors  
hereby assign to the owner of said debt all of the profits, revenues,  
royalties, rights and benefits accruing under all oil, gas or mineral leases  
now on said property, or which may hereafter be placed there on, and  
the lessee or assignee or sublessee is hereby irrevocably bound on production of  
this Deed of Trust or certified copy thereof, to pay said profits, revenues,  
royalties, right and benefits to the owner of said debt; this provision  
to become effective, however, only upon default in the conditions and  
terms of this Deed of Trust or the note hereby secured, upon notice  
to the party obligated to pay same, and to terminate and become null  
and void upon payment of the indebtedness hereby secured.

The mortgages recorded and upon that or long as the mortgage and the said  
note secured hereby are recorded under the provisions of the Government's  
Single Land Act of 1916, then all payments on the note secured by this instrument  
will be deemed a redemption upon the site or acreage of the mortgaged property  
on the basis of such act or trust. Upon any violation of the undertaking, the  
mortgagee may at his option declare the unpaid balance of the debt secured  
hereby immediately due and payable.  
Should the mortgagee declare the full or part of the note to be due, he or she  
shall be deemed to have been notified by the U.S. Trustee Administration, under the provisions  
of the Government's Single Land Act of 1916, as amended, within sixty days  
from the date the loan would normally become due; for such guaranty, the  
holder may declare the full balance hereby secured at once due and payable and  
may foreclose immediately or may exercise any other rights hereunder or take  
any other proper action as provided by law.

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;

SELLER BY AUTHORITY. RECORDED IN BOOK  
772 PAGE 90  
IS 18th DAY OF July 19 95  
W. E. Davis  
Chancery Clerk sig. P. Atkinson

To HAVE AND TO HOLD the same unto the Trustee and unto his successors and assigns, forever.

IN TRUST, HOWEVER, to secure to the Beneficiary named above, the payment of a certain promissory note of even date herewith in the principal sum of Thirty-One Thousand Five Hundred-----Dollars (\$ 31,500.00--), with interest from date at the rate of ----7 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 Bankers Trust Savings and Loan Association----- in Jackson, Mississippi-----, or at such other place as the holder may designate, in writing delivered or mailed to the Grantor, in monthly installments of Two Hundred Twenty-Five & 86/100 Dollars (\$ 225.86----), commencing on the first day of --October----, 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 ---September---, MK 2005.

The Grantor, in order more fully to protect the security of this Deed of Trust, does hereby covenant and agree as follows:

1. He will pay all and singular the principal and interest and other sums of money payable by virtue of the note secured hereby and of this lien, at the times and in the manner in said note and hereinafter provided. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one hundred dollars (\$100.00), whichever is less. Prepayment in full shall be credited on the date received. Partial prepayment, other than on an installment due date, need not be credited until the next following installment due date or thirty days after such prepayment, whichever is earlier.

2. Together with and in addition to the monthly payments of principal and interest payable under the terms of the note secured hereby, he will pay to the Beneficiary as trustee (under the terms of this trust as herein stated), on the first day of each month until the note is fully paid:

(a) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable to renew the policies of fire and other hazard insurance on the premises covered by this Deed of Trust, plus taxes and assessments next due on these premises (all as estimated by the Beneficiary, and of which Grantor is notified) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by the Beneficiary in trust to pay said ground rents, premiums, taxes, and special assessments.

(b) The aggregate of the amounts payable pursuant to subparagraph (a) and those payable on the note secured hereby, shall be paid in a single payment each month, to be applied to the following items in the order stated:

- (i) ground rents, if any, taxes, special assessments, fire and other hazard insurance premiums;
- (ii) interest on the note secured hereby; and
- (iii) amortization of the principal of said note.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Grantor prior to the due date of the next such payment, constitute an event of default under this Deed of Trust. At Beneficiary's option, Grantor will pay a "late charge" not exceeding four per centum (4%) of any installment when paid more than fifteen (15) days after the due date thereof to cover the extra expense involved in handling delinquent payments, but such "late charge" shall not be payable out of the proceeds of any sale made to satisfy the indebtedness secured hereby, unless such proceeds are sufficient to discharge the entire indebtedness and all proper costs and expenses secured thereby.

3. If the total of the payments made by the Grantor under (a) of paragraph 2 preceding shall exceed the amount of payments actually made by the Beneficiary as trustee for ground rents, taxes, or assessments, or insurance premiums, as the case may be, such excess shall be credited on subsequent payments to be made by the Grantor for such items or, at Beneficiary's option as trustee, shall be refunded to Grantor. If, however, such monthly payments shall not be sufficient to pay such items when the same shall become due and payable, then the Grantor shall pay to the Beneficiary as trustee any amount necessary to make up the deficiency. Such payments shall be made within thirty (30) days after written notice from the Beneficiary stating the amount of the deficiency, which notice may be given by mail. If at any time the Grantor shall tender to the Beneficiary, in accordance with the provisions thereof, the full payment of the entire indebtedness represented thereby, the Beneficiary shall as trustee, in computing the amount of such indebtedness, credit to the account of the Grantor any credit balance remaining under the provisions of (a) of paragraph 2 hereof. If there shall be a default under any of the provisions of this Deed of Trust resulting in a public sale of the premises covered hereby or if the Beneficiary acquires the property otherwise after default, the Beneficiary shall apply,

as trustee at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the amount then remaining to credit of Grantor under (a) of paragraph 2 preceding, as a credit on the interest accrued and unpaid and the balance to the principal then remaining unpaid on the note secured hereby.

4. The lien of this instrument shall remain in full force and effect during any postponement or extension of the time of payment of the indebtedness or any part thereof secured hereby.

5. He will pay all and singular the costs, charges and expenses, including reasonable attorney's fees incurred by Beneficiary because of the failure on the part of the Grantor to conform and comply with his obligations and duties under the term of the note secured hereby and of this Deed of Trust; and if such failure results in a sale under a foreclosure hereof, said fee shall be --ten-- per centum (10.0%) of the total indebtedness as of the date of sale.

6. Upon the request of the Beneficiary the Grantor shall execute and deliver a supplemental note or notes for the sum or sums advanced by the Beneficiary for the alteration, modernization, improvement, maintenance, or repair of said premises, for taxes or assessments against the same and for any other purpose authorized hereunder. Said note or notes shall be secured hereby on a parity with and as fully as if the advance evidenced thereby were included in the note first described above. Said supplemental note or notes shall bear interest at the rate provided for in the principal indebtedness and shall be payable in approximately equal monthly payments for such period as may be agreed upon by the creditor and debtor. Failing to agree on the maturity, the whole of the sum or sums so advanced shall be due and payable thirty (30) days after demand by the creditor. In no event shall the maturity extend beyond the ultimate maturity of the note first described above.

7. He will not commit, permit, or suffer waste, impairment, or deterioration of said property or any part thereof, and in the event of the failure of the Grantor to keep the buildings and other improvements now or hereafter on said premises in good repair, the Beneficiary may make such repairs as may reasonably be deemed necessary for the proper preservation thereof, and the sums so paid shall bear interest from date at the rate provided for in the principal indebtedness, shall be payable thirty (30) days after demand, and shall be fully secured by this Deed of Trust.

8. He will continuously maintain hazard insurance, of such type or types and amounts as Beneficiary may from time to time require, on the improvements now or hereafter on said premises, and except when payment for all such premiums has theretofore been made under (a) of paragraph 2 hereof, he will pay promptly when due any premiums therefor. All insurance shall be carried in companies approved by the Beneficiary and the policies and renewals thereof shall be held by the Beneficiary and have attached thereto loss payable clauses in favor of and in form acceptable to the Beneficiary. In event of loss the Grantor will give immediate notice by mail to the Beneficiary, who may make proof of loss if not made promptly by the Grantor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Beneficiary instead of to the Grantor and the Beneficiary jointly, and the insurance proceeds, or any part thereof, may be applied by the Beneficiary at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this Deed of Trust, or other transfer of title to the said premises in extinguishment of the indebtedness secured hereby, all right, title, and interest of the Grantor in and to any insurance policies then in force shall pass to the purchaser or grantee.

9. He will pay all taxes, assessments, water rates, and other governmental or municipal charges, fines, or impositions, except when payment for all such items has theretofore been made under (a) of paragraph 2 hereof, and shall promptly deliver the official receipts therefor to the Beneficiary; and in default of such payment by the Grantor, the Beneficiary may pay the same, and any amount so paid by the Beneficiary shall then be added to the principal debt named herein and shall be secured hereby.

If the Grantor shall well and truly keep and perform all the covenants and agreements in this Deed of Trust, and in the note hereby secured and well and truly pay off and discharge the said note and other indebtedness secured hereby, then this conveyance shall be null and void, but otherwise shall remain in full force and effect and at the request of the Beneficiary, the said Trustee, or any successor appointed in his stead, shall sell the premises covered hereby at public auction for cash to the highest and best bidder, during legal hours, at any front door of the county courthouse of -----DeSoto----- County, State of Mississippi, after giving notice, by advertising and posting as required by law, of the time, place, and terms of sale, and out of the proceeds arising from such sale, the said Trustee, or any successor, shall first pay all the costs and expenses of executing this Trust, including a reasonable compensation of said Trustee; next, said Trustee shall pay the balance of the indebtedness hereby secured then remaining unpaid; next, said Trustee shall reimburse the Veterans Administration for any sums paid by it on account of the guaranty or insurance of the indebtedness secured hereby; and lastly, any balance remaining in the hands of said Trustee shall be paid to the Grantor. The Beneficiary, or any subsequent holder of the note is hereby authorized and empowered to appoint and substitute another Trustee in the place of the Trustee named herein, at any time, by writing, duly signed and acknowledged and recorded in the county or counties where the premises covered hereby are situate, and such appointee shall have full power as the Trustee herein, together with all the rights and privileges thereunto belonging. If the holder of the note is a corporation, its president or any vice president may select and appoint such substituted Trustee. No one exercise of this power of appointment, power of sale, or any other power or right given in this Deed of Trust shall exhaust the right to exercise such power, but all rights and powers herein given may be exercised as often as may be necessary to achieve the perfect security and the collection of the indebtedness secured by this Deed of Trust until said indebtedness is fully paid and discharged. At any sale made to enforce the Trust herein given, the Beneficiary, or any person in interest, may become a purchaser, and upon payment of the purchase price, the Trustee shall execute a deed of conveyance, which conveyance shall vest full and perfect title in such purchaser upon payment of the purchase price.

The Grantor hereby assigns to the Beneficiary any and all rents on the premises covered hereby and authorizes the Beneficiary, by its agent, to take possession of said premises at any time there is any default in the

payment of the debt hereby secured or in the performance of any obligation herein contained, and rent the same for the account of the Grantor, and to deduct from such rents all costs of collection and administration and to apply the remainder of the same on the debt hereby secured.

The Grantor further covenants and agrees that in case of a sale, as hereinabove provided, the Grantor or any person in possession under the Grantor, shall then become and be tenants holding over and shall forthwith deliver possession to the purchaser at such sale, or be summarily dispossessed in accordance with the provisions of law applicable to tenants holding over.

If the indebtedness secured hereby be guaranteed or insured under Title 38, United States Code, such Title and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Title or Regulations are hereby amended to conform thereto.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, the use of any gender shall be applicable to all genders, and the term "Beneficiary" shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

In Witness Whereof, the Grantor(s) have hereunto set their hand(s) the day and year herein first written above.

*Robert Wayne Brown*

Robert Wayne Brown

*Wanda H. Brown*

Wanda H. Brown

STATE OF MISSISSIPPI,  
COUNTY OF DESOTO

Personally appeared before me-----, the undersigned authority in and for said County, the within named-----Robert Wayne Brown-----and -----Wanda H. Brown-----, 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 -----5th----- day of ---August---, 1975..

*Bridget*  
Notary Public

My Commission Expires:  
9-25-78

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 30 minutes A M. 21 day of August 1975, and that the same has been recorded in Book 189 Page 469 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 25 day of August 1975.

Fees \$ 5.00 pd.

SEAL *H. P. Ferguson* CLERK

MISSISSIPPI

Trust

at: 10:30 A.M.

of said County, being conveyance in office on the August

day of 19

Clerk of Chancery

325215

38671



235 PAGE 144  
THIS 14 DAY OF Dec 1978  
H. D. Ferguson  
CHANCERY CLERK

FOR REAL ESTATE, CHATTEL OR BOTH

DEWEY L. CALDWELL  
BRENDA M. CALDWELL  
To { DEED OF TRUST  
LOUISE J. HINDS

THIS INDENTURE, Made this 11th day of August 1975  
between Dewey L. Caldwell and wife, Brenda  
M. Caldwell 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 Nine Thousand Eight Hundred and

00/100 Dollars (\$9,800.00) bearing 8% interest per annum being due and  
payable in 39 equal monthly installments of \$120.00 each commencing on  
September 30, 1975 and with a like amount being due and payable on  
the 30 day of each month thereafter for 59 consecutive months and with  
balance due the 30 day of August, 1980

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 for the part ies of the first part  
paid by Dwight K. Luter 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 raised on said land, and all the crops of every kind to be grown on said  
land, together with all the fixtures, furniture, and household or domestic articles, during the term hereinafter mentioned, on the land that  
may be raised, or may be cultivated, or may be used for any other purpose.

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, Rang  
8 West, DeSoto County, Mississippi, thence north 00 degrees 02 minutes 11  
seconds west 493.82 feet along the east line of said quarter to a point;  
thence south 89 degrees, 58 minutes, 40 seconds west 464.04 ft. to an iron  
pin; thence south 00 degrees, 01 minute, 20 seconds east 498.82 ft. to a  
point; thence north 89 degrees, 58 minutes, 40 secones east 434.17 feet along  
the south line of said quarter to an iron pin being the point of beginning  
containing 4.92 acres, more or less. All Bearings being referenced to true  
north as determined from solar observations.

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 at any date  
after January 10, 1976. 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 pos-  
session of said property and sell the same as herein below directed. Should the part ies of the first part promptly pay the above stated indebtedness  
on or before the 30th day of August 1980, then this instrument to be void; but in default thereof the said Trustee  
shall take possession of said property, and after giving notice of the time, place and terms of sale, by advertisement according to law in DeSoto County, shall  
sell the same at public auction, to the highest bidder for cash, at such time and place as he shall designate in said advertisement. The proceeds of said sale  
shall be applied to the payment of said indebtedness and all costs incurred 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,  
her assigns or legal representatives, can at any time appoint a Trustee to act in his stead.

Witness our signature & the date written above.  
Dewey L. Caldwell  
Brenda M. Caldwell  
Brenda M. Caldwell

STATE OF MISSISSIPPI, DeSOTO COUNTY.  
Personally appeared before me the undersigned authority of said County, the within named  
Dewey L. Caldwell and wife, Brenda M. Caldwell  
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 August 1975.  
My Comm. Expires: 12-25-78 (SEAL)  
By Notary Public XXX

STATE OF MISSISSIPPI, DeSOTO COUNTY.  
Before me of said County, this day personally appeared the above named  
of the within instrument 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. 21 day of August 1975, and that the same has been  
recorded in Book 189 Page 473 records of REAL ESTATE TRUST DEEDS  
of said County.  
Witness my hand and seal this the 25 day of August 1975.

Fees \$ 2.50 pd.  
SEAL H. D. Ferguson CLERK

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Appointment of Successor Trustee  
Instrument Recorded in Real Estate 1A  
Book No. 190 Page 41  
This 3 day of Sept. 1975  
H. S. Ferguson Clerk

This Instrument Prepared by  
and return to:

William S. Solmson  
Canada, Russell & Turner  
1213 Union Planters Bank Bldg.  
Memphis, Tenn. 38103

DEED OF TRUST AND NOTE MODIFICATION AGREEMENT

This Agreement made and entered into this 14th day of August, 1975, by and between Greenbrook Builders, Inc., a Mississippi corporation (hereinafter called "Borrower") and Union Planters National Bank of Memphis, Memphis, Tennessee, a national banking association (hereinafter called "Bank"):

WHEREAS:

Bank is the owner and holder of a Promissory Note executed by Borrower described in and secured by that certain Deed of Trust dated August 27, 1973, covering the property described therein, and which Deed of Trust was recorded in the Office of the Clerk of the Chancery Court of DeSoto County, Mississippi, on August 29, 1973, in Book 165, page 21. By prior agreement dated July 1, 1975, Borrower and Bank agreed to amend the Note evidencing indebtedness secured by said Deed of Trust.

NOW, THEREFORE, in consideration of the premises and other consideration the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The Note described in the above referenced Deed of Trust (hereinafter called "the Note") is hereby extended and modified, so that the Note shall be in the principal sum of \$1,400,000.00, and shall be payable on demand, or if no demand, then on or before January 30, 1976, together with interest as therein provided for.
2. Borrower promises to pay the Note as set forth hereinabove, to keep and perform all the covenants, terms, and conditions contained in the Deed of Trust and the Note, in default of which the holder of the Note, at its option, may declare the indebtedness evidenced thereby accelerated and matured for all purposes, and may proceed to foreclose the Deed of Trust or to exercise, at its option, any right or privilege granted in the Deed of Trust or in the Note, or by law.
3. The terms, covenants and conditions of the Deed of Trust and of the Note are hereby incorporated herein by reference. The terms, covenants, conditions and lien of the Deed of Trust and of the Note and of all instruments evidencing or securing the indebtedness, shall remain in full force and effect, and shall in no manner be affected by the execution of this Agreement, except as the same are expressly extended or modified herein.
4. This Agreement does not discharge any of the obligors, sureties, endorsers and guarantors of the Note and all rights of the Bank against any or all of the same are expressly reserved.
5. This Agreement shall be binding upon and inure to the benefit of the respective parties hereto, their heirs, successors, assigns, transferees and grantees.

IN WITNESS WHEREOF, the parties hereunto have executed this Agreement on the day and year first above written.

GREENBROOK BUILDERS, INC.

By: [Signature]

Donald D. Allison

Secretary

UNION PLANTERS NATIONAL BANK OF MEMPHIS

By: [Signature]

Mark A. Mattison

Assistant Vice President

STATE OF TENNESSEE )  
COUNTY OF SHELBY )

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within-named Donald D. Allison, who acknowledged that he is Secretary of Greenbrook Builders, Inc., a corporation, and that for and on behalf of said corporation and as its act and deed, he signed, sealed and delivered the above and foregoing instrument of writing on the day and in the year therein mentioned, he having been first duly authorized so to do.

GIVEN under my hand and official seal, this the 15th day of August, 1975.



[Signature]  
Notary Public

My commission expires:

MY COMMISSION EXPIRES JULY 14, 1979

STATE OF TENNESSEE )  
COUNTY OF SHELBY )

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within-named Mark A. Mattison, who acknowledged that he is Assistant Vice President of Union Planters National Bank of Memphis, a national banking association, and that for and on behalf of said national banking association and as its act and deed, he signed, sealed and delivered the above and foregoing instrument of writing on the day and in the year therein mentioned, he having been first duly authorized so to do.

GIVEN under my hand and official seal, this the 14th day of August, 1975.



[Signature]  
Notary Public

My commission expires:

MY COMMISSION EXPIRES JULY 14, 1979

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 11 o'clock 30 minutes A M. 21 day of August 1975, and that the same has been recorded in Book 189 Page 474 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 25 day of August 1975.

Fee \$ 4.00

SEAL [Signature] CLERK

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Assignment of this instrument Recorded in  
Real Estate 71D Book  
No. 121 Page 474  
This the 6 day of Oct. 1975  
H. S. Ferguson Clerk

Assignment of this instrument Recorded in  
Real Estate 71D Book  
No. 196 Page 652  
This the 2 day of Nov. 1976  
H. S. Ferguson Clerk

VA Form 28-4332 (Home Loan)  
Revised January 1974 Use Optional Section 1813, Title 28, U.S.C. Acceptable to Federal National Mortgage Association.

MISSISSIPPI

# DEED OF TRUST

THIS DEED OF TRUST, made and entered into this 15th day of August, 1975, by and between JOSEPH MANUEL PINHO AND WIFE, BRENDA K. PINHO

Assignment of this instrument Recorded in  
Real Estate 71D Book  
No. 362 Page 726  
This the 14 day of April 1986  
H. S. Ferguson Clerk

, 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 United States of America, having its principal office and post-office address at P. O. Box 1571, Jackson, Miss. 39205, hereinafter called the Beneficiary:

WITNESSETH, That the Grantor, in consideration of the debt and trust hereinafter mentioned, and the sum of One Dollar (\$1.00) to the Grantor paid by the Trustee, the receipt whereof is hereby acknowledged, does by these presents grant, bargain, sell, convey, and warrant unto the Trustee, the following-described property, situated in the County of DESOTO, State of Mississippi, to wit:

Lot 957, Section "E", Greenbrook Subdivision, in Section 19, Township 1 South, Range 7 West as recorded in Plat Book 9, pages 44 and 45 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;

ASSIGNMENT OF THIS INSTRUMENT RECORDED IN  
REAL ESTATE 71D Book  
No. 454 Page 240  
This the 8 day of Nov 1978  
W. E. Davis by K. Cole Clerk

Assignment of this instrument Recorded in  
Real Estate 71D Book  
No. 501 Page 432  
This the 13 day of March 1990  
W. E. Davis by A. Taylor, O.C. Clerk

CANCELLED BY ASSIGNOR RECORDED IN BOOK  
1124 PAGE 101  
THIS 28 DAY OF June 19 99  
W. E. Davis by A. Taylor  
CHANCERY CLERK

To HAVE AND TO HOLD the same unto the Trustee and unto his successors and assigns, forever.

In TRUST, HOWEVER, to secure to the Beneficiary named above, the payment of a certain promissory note of even date herewith in the principal sum of Thirty Thousand Four Hundred and no/100 Dollars (\$ 30,400.00 ), 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 Wortman & Mann, Inc., P. O. Box 1571, Jackson, Miss. 39205 in \_\_\_\_\_, or at such other place as the holder may designate, in writing delivered or mailed to the Grantor, in monthly installments of Two Hundred Seventeen & 97/100 Dollars (\$ 217.97 ), commencing on the first day of October, 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 September, 2005.

The Grantor, in order more fully to protect the security of this Deed of Trust, does hereby covenant and agree as follows:

1. He will pay all and singular the principal and interest and other sums of money payable by virtue of the note secured hereby and of this lien, at the times and in the manner in said note and hereinafter provided. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one hundred dollars (\$100.00), whichever is less. Prepayment in full shall be credited on the date received. Partial prepayment, other than on an installment due date, need not be credited until the next following installment due date or thirty days after such prepayment, whichever is earlier.

2. Together with and in addition to the monthly payments of principal and interest payable under the terms of the note secured hereby, he will pay to the Beneficiary as trustee (under the terms of this trust as herein stated), on the first day of each month until the note is fully paid:

- (a) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable to renew the policies of fire and other hazard insurance on the premises covered by this Deed of Trust, plus taxes and assessments next due on these premises (all as estimated by the Beneficiary, and of which Grantor is notified) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by the Beneficiary in trust to pay said ground rents, premiums, taxes, and special assessments.
- (b) The aggregate of the amounts payable pursuant to subparagraph (a) and those payable on the note secured hereby, shall be paid in a single payment each month, to be applied to the following items in the order stated:
  - (i) ground rents, if any, taxes, special assessments, fire and other hazard insurance premiums;
  - (ii) interest on the note secured hereby; and
  - (iii) amortization of the principal of said note.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Grantor prior to the due date of the next such payment, constitute an event of default under this Deed of Trust. At Beneficiary's option, Grantor will pay a "late charge" not exceeding four per centum (4%) of any installment when paid more than fifteen (15) days after the due date thereof to cover the extra expense involved in handling delinquent payments, but such "late charge" shall not be payable out of the proceeds of any sale made to satisfy the indebtedness secured hereby, unless such proceeds are sufficient to discharge the entire indebtedness and all proper costs and expenses secured thereby.

3. If the total of the payments made by the Grantor under (a) of paragraph 2 preceding shall exceed the amount of payments actually made by the Beneficiary as trustee for ground rents, taxes, or assessments, or insurance premiums, as the case may be, such excess shall be credited on subsequent payments to be made by the Grantor for such items or, at Beneficiary's option as trustee, shall be refunded to Grantor. If, however, such monthly payments shall not be sufficient to pay such items when the same shall become due and payable, then the Grantor shall pay to the Beneficiary as trustee any amount necessary to make up the deficiency. Such payments shall be made within thirty (30) days after written notice from the Beneficiary stating the amount of the deficiency, which notice may be given by mail. If at any time the Grantor shall tender to the Beneficiary, in accordance with the provisions thereof, the full payment of the entire indebtedness represented thereby, the Beneficiary shall as trustee, in computing the amount of such indebtedness, credit to the account of the Grantor any credit balance remaining under the provisions of (a) of paragraph 2 hereof. If there shall be a default under any of the provisions of this Deed of Trust resulting in a public sale of the premises covered hereby or if the Beneficiary acquires the property otherwise after default, the Beneficiary shall apply,

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as trustee at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the amount then remaining to credit of Grantor under (a) of paragraph 2 preceding, as a credit on the interest accrued and unpaid and the balance to the principal then remaining unpaid on the note secured hereby.

4. The lien of this instrument shall remain in full force and effect during any postponement or extension of the time of payment of the indebtedness or any part thereof secured hereby.

5. He will pay all and singular the costs, charges and expenses, including reasonable attorney's fees incurred by Beneficiary because of the failure on the part of the Grantor to conform and comply with his obligations and duties under the term of the note secured hereby and of this Deed of Trust; and if such failure results in a sale under a foreclosure hereof, said fee shall be ten per centum ( 10 %) of the total indebtedness as of the date of sale.

6. Upon the request of the Beneficiary the Grantor shall execute and deliver a supplemental note or notes for the sum or sums advanced by the Beneficiary for the alteration, modernization, improvement, maintenance, or repair of said premises, for taxes or assessments against the same and for any other purpose authorized hereunder. Said note or notes shall be secured hereby on a parity with and as fully as if the advance evidenced thereby were included in the note first described above. Said supplemental note or notes shall bear interest at the rate provided for in the principal indebtedness and shall be payable in approximately equal monthly payments for such period as may be agreed upon by the creditor and debtor. Failing to agree on the maturity, the whole of the sum or sums so advanced shall be due and payable thirty (30) days after demand by the creditor. In no event shall the maturity extend beyond the ultimate maturity of the note first described above.

7. He will not commit, permit, or suffer waste, impairment, or deterioration of said property or any part thereof, and in the event of the failure of the Grantor to keep the buildings and other improvements now or hereafter on said premises in good repair, the Beneficiary may make such repairs as may reasonably be deemed necessary for the proper preservation thereof, and the sums so paid shall bear interest from date at the rate provided for in the principal indebtedness, shall be payable thirty (30) days after demand, and shall be fully secured by this Deed of Trust.

8. He will continuously maintain hazard insurance, of such type or types and amounts as Beneficiary may from time to time require, on the improvements now or hereafter on said premises, and except when payment for all such premiums has theretofore been made under (a) of paragraph 2 hereof, he will pay promptly when due any premiums therefor. All insurance shall be carried in companies approved by the Beneficiary and the policies and renewals thereof shall be held by the Beneficiary and have attached thereto loss payable clauses in favor of and in form acceptable to the Beneficiary. In event of loss the Grantor will give immediate notice by mail to the Beneficiary, who may make proof of loss if not made promptly by the Grantor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Beneficiary instead of to the Grantor and the Beneficiary jointly, and the insurance proceeds, or any part thereof, may be applied by the Beneficiary at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this Deed of Trust, or other transfer of title to the said premises in extinguishment of the indebtedness secured hereby, all right, title, and interest of the Grantor in and to any insurance policies then in force shall pass to the purchaser or grantee.

9. He will pay all taxes, assessments, water rates, and other governmental or municipal charges, fines, or impositions, except when payment for all such items has theretofore been made under (a) of paragraph 2 hereof, and shall promptly deliver the official receipts therefor to the Beneficiary; and in default of such payment by the Grantor, the Beneficiary may pay the same, and any amount so paid by the Beneficiary shall then be added to the principal debt named herein and shall be secured hereby.

If the Grantor shall well and truly keep and perform all the covenants and agreements in this Deed of Trust, and in the note hereby secured and well and truly pay off and discharge the said note and other indebtedness secured hereby, then this conveyance shall be null and void, but otherwise shall remain in full force and effect and at the request of the Beneficiary, the said Trustee, or any successor appointed in his stead, shall sell the premises covered hereby at public auction for cash to the highest and best bidder, during legal hours, at any front door of the county courthouse of **DESOTO** County, State of Mississippi, after giving notice, by advertising and posting as required by law, of the time, place, and terms of sale, and out of the proceeds arising from such sale, the said Trustee, or any successor, shall first pay all the costs and expenses of executing this Trust, including a reasonable compensation of said Trustee; next, said Trustee shall pay the balance of the indebtedness hereby secured then remaining unpaid; next, said Trustee shall reimburse the Veterans Administration for any sums paid by it on account of the guaranty or insurance of the indebtedness secured hereby; and lastly, any balance remaining in the hands of said Trustee shall be paid to the Grantor. The Beneficiary, or any subsequent holder of the note is hereby authorized and empowered to appoint and substitute another Trustee in the place of the Trustee named herein, at any time, by writing, duly signed and acknowledged and recorded in the county or counties where the premises covered hereby are situate, and such appointee shall have full power as the Trustee herein, together with all the rights and privileges thereunto belonging. If the holder of the note is a corporation, its president or any vice president may select and appoint such substituted Trustee. No one exercise of this power of appointment, power of sale, or any other power or right given in this Deed of Trust shall exhaust the right to exercise such power, but all rights and powers herein given may be exercised as often as may be necessary to achieve the perfect security and the collection of the indebtedness secured by this Deed of Trust until said indebtedness is fully paid and discharged. At any sale made to enforce the Trust herein given, the Beneficiary, or any person in interest, may become a purchaser, and upon payment of the purchase price, the Trustee shall execute a deed of conveyance, which conveyance shall vest full and perfect title in such purchaser upon payment of the purchase price.

The Grantor hereby assigns to the Beneficiary any and all rents on the premises covered hereby and authorizes the Beneficiary, by its agent, to take possession of said premises at any time there is any default in the

payment of the debt hereby secured or in the performance of any obligation herein contained, and rent the same for the account of the Grantor, and to deduct from such rents all costs of collection and administration and to apply the remainder of the same on the debt hereby secured.

The Grantor further covenants and agrees that in case of a sale, as hereinabove provided, the Grantor or any person in possession under the Grantor, shall then become and be tenants holding over and shall forthwith deliver possession to the purchaser at such sale, or be summarily dispossessed in accordance with the provisions of law applicable to tenants holding over.

If the indebtedness secured hereby be guaranteed or insured under Title 38, United States Code, such Title and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Title or Regulations are hereby amended to conform thereto.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, the use of any gender shall be applicable to all genders, and the term "Beneficiary" shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

IN WITNESS WHEREOF, the Grantor(s) has hereunto set hand(s) the day and year herein first written above.

*Joseph Manuel Pinho*  
JOSEPH MANUEL PINHO  
*Brenda K. Pinho*  
BRENDA K. PINHO

STATE OF MISSISSIPPI, }  
COUNTY OF } 44:

Personally appeared before me, the undersigned Notary Public in and for said County, the within named Joseph Manuel Pinho and Brenda K. Pinho, 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 August, 1975.



*[Signature]*  
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 4 M. 21 day of August 1975, and that the same has been recorded in Book 189 Page 476 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 25 day of August 1975.

Fees \$5.00 pd.

SEAL *H. P. Ferguson* CLERK

SOUTHAVEN, MISSISSIPPI 38571  
JRN TO: & B., LTD. BOX 241

480

STATE OF MISSISSIPPI )  
                                  ) SS.  
COUNTY OF Desoto        )

FULL RELEASE OF LIEN

FOR VALUE RECEIVED, the undersigned, Union Planters National Bank, a corporation organized under laws of the State of Tennessee, having its principal office in the city of Memphis, Tennessee, does hereby acknowledge receipt of payment in full of the following described Deed of Trust and the indebtedness thereby secured, to wit:

Signed by James L. Dallas & wife Bessie Lee Dallas to Harold C. Curry and John M. Pickens, Trustees, dated December 4, 1964, filed for record December 5, 1964 in the Chancery Court Clerk's Office of Desoto County Mississippi at 10 o'clock A.M. and recorded in Book 79, Page 395 in said Chancery Court Clerk's Office.

The said Deed of Trust and the indebtedness thereby secured are hereby cancelled, released and discharged, and we 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.

IN WITNESS WHEREOF, the said Union Planters National Bank has caused this instrument to be executed by King Shurtleff its, duly authorized Assistant Vice President, this 20th day of August, 1975.

By: *King Shurtleff*  
Vice President

STATE OF TENNESSEE )  
                                  ) SS.  
COUNTY OF SHELBY    )

Personally appeared before me, the undersigned Notary Public in and for the aforesaid County and State, King Shurtleff, who acknowledged that he is the Assistant Vice President of Union Planters National Bank 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 20th day of August, 1975.

*Alma Mee*  
Notary Public  
My Commission Expires: MY COMMISSION EXPIRES MAY 30, 1979  
(SEAL)



STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 30 minutes A M. 21 day of August, 1975, and that the same has been recorded in Book 189 Page 480 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 25 day of August, 1975.

Fees \$ 3.00 pd.

SEAL *H. P. Ferguson* CLERK



PARTIAL RELEASE

For and in consideration of the sum of TEN DOLLARS (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, THE HERNANDO BANK, Hernando, Mississippi, ----- does hereby release from the lien of the Deed of Trust given by REEVES-WILLIAMS, INC., A Mississippi Corporation, ----- for the benefit of THE HERNANDO BANK, Hernando, Mississippi, ----- which Deed of Trust is dated January 7, 1975, and recorded in Deed of Trust Book 182, Page 475 of the Trust Deed Records of DeSoto County, Mississippi, in the Office of the Chancery Court Clerk of DeSoto County, Mississippi, the following land lying and being situated in DeSoto County, Mississippi, described as follows, to-wit:

Lot No. 14, Oak Grove Subdivision, Revised Plat, in Section 13, Township 3 South, Range 8 West (DeSoto County, Mississippi), as recorded in Plat Book 13, Page 38, in the Office of the Chancery Clerk of DeSoto County, Mississippi; to which plat reference is made for a more particular description of said lot.

SUBJECT TO: City of Hernando ordinances on subdivision and zoning; Rights-of-Way and Easements for public roads and public utilities, and Restrictive Covenants for said subdivision as recorded in Plat Book 13, Page 38 in said Clerk's Office.

-----  
 -----  
 In all other respects said Deed of Trust recorded in Deed of Trust Book 182, Page 475 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 20th day of August, 1975.

THE HERNANDO BANK  
 Hernando, Mississippi

By   
 A. S. Ballard, Jr., PRESIDENT

STATE OF MISSISSIPPI

COUNTY OF DeSOTO

THIS DAY personally appeared before me, the undersigned authority in and for said County and State, A. S. BALLARD, JR., the President of THE HERNANDO BANK, Hernando, Mississippi, who acknowledged that he signed and delivered the foregoing Partial Release on the date mentioned therein and for the purposes expressed.

GIVEN under my hand and Official Seal this, the 20th day of August, 1975.



Eloise M. Barker  
NOTARY PUBLIC

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 30 minutes A M. 21 day of August 1975, and that the same has been recorded in Book 189 Page 481 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 25 day of August 1975.

Fees \$ 3.00 pd.

SEAL H. P. Ferguson, CLERK

PARTIAL RELEASE

For and in consideration of the sum of TEN DOLLARS (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, THE HERNANDO BANK, Hernando, Mississippi, ----- does hereby release from the lien of the Deed of Trust given by REEVES-WILLIAMS, INC., A Mississippi Corporation, ----- for the benefit of THE HERNANDO BANK, Hernando, Mississippi, ----- which Deed of Trust is dated January 7, 1975, and recorded in Deed of Trust Book 182, Page 475 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. 17, Oak Grove Subdivision, Revised Plat, in Section 24, Township 3 South, Range 8 West (DeSoto County, Mississippi), as recorded in Plat Book 13, Page 38, in the Office of the Chancery Clerk of DeSoto County, Mississippi; to which plat reference is made for a more particular description of said lot.

SUBJECT TO: City of Hernando ordinances on subdivision and zoning; Rights-of-Way and Easements for public roads and public utilities, and Restrictive Covenants for said subdivision as recorded in Plat Book 13, Page 38 in said Clerk's Office.

-----  
 -----  
 In all other respects said Deed of Trust recorded in Deed of Trust Book 182, Page 475 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 20th day of August, 1975.

THE HERNANDO BANK  
 Hernando, Mississippi

By *A. S. Ballard, Jr.*  
 A. S. Ballard, Jr., PRESIDENT

STATE OF MISSISSIPPI

COUNTY OF DeSOTO

THIS DAY personally appeared before me, the undersigned authority in and for said County and State, A. S. BALLARD, JR., the President of THE HERNANDO BANK, Hernando, Mississippi, who acknowledged that he signed and delivered the foregoing Partial Release on the date mentioned therein and for the purposes expressed.

GIVEN under my hand and Official Seal this, the 20th day of August, 1975.

(SEAL)  
NOTARY  
My Commission Expires:  
My Commission Expires Jan. 7, 1978

E. S. Ballard, Jr.  
NOTARY PUBLIC

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 30 minutes A.M. 21 day of August 1975, and that the same has been recorded in Book 189 Page 483 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 25 day of August 1975.

Fees \$ 3.00 pd.

SEAL H. P. Ferguson CLERK

RECORDED BY AUTHORITY RECORDED IN 373 PAGE 635  
25 DAY OF Aug 1986  
H. D. Ferguson  
CHANCERY CLERK

Assignment of this Instrument Recorded in  
Plat Book 9, Page 655  
No. 1916 Page 655  
This the 2 day of Mar 1926  
H. D. Ferguson

VA Form 28-6429 (Direct Loan)  
Revised March 1974  
Section 1511, Title 38 U. S. C.

MISSISSIPPI

### PURCHASE-MONEY DEED OF TRUST

THIS DEED OF TRUST, made and entered into this 20th day of August, 1975,  
by and between TERRY LEE HANEY and his wife, MARGARET S. HANEY,

, hereinafter called the Grantor; J. M. BAILEY

, hereinafter called the Trustee, and the Administrator of Veterans' Affairs, an Officer of the United States of America, whose principal office and post office address is Veterans Administration, Washington, D. C., and his successors in such office, as such, hereinafter, with his successors and assigns, called the Beneficiary;

WITNESSETH, That the Grantor, in consideration of the debt and trust hereinafter mentioned, and the sum of One Dollar (\$1.00) to the Grantor paid by the Trustee, the receipt whereof is hereby acknowledged, does by these presents grant, bargain, sell, convey, and warrant unto the Trustee, the following-described property, situated in the County of DESOTO, State of Mississippi, to wit:

Lot 1173, in Section F, Greenbrook Subdivision, in Section 19, Township 1 South, Range 7 West, as per plat thereof recorded in Plat Book 9, Page 46, in the office of the Chancery Clerk of DeSoto County, Mississippi.

together with all 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;

NOTICE: This is a purchase money deed of trust. Any valid satisfaction, cancellation, partial release, or foreclosure hereof shall likewise apply to the vendor's lien retained by Beneficiary on said property.

To HAVE AND TO HOLD the same unto the Trustee and unto his successors and assigns, forever.

IN TRUST, HOWEVER, to secure to the Beneficiary named above, the payment of a certain promissory note of even date herewith in the principal sum of THIRTY-TWO THOUSAND NINE HUNDRED Dollars (\$ 32,900.00 ), with interest from date at the rate of EIGHT & ONE-HALF per centum ( 8 1/2 % ) per annum on the balance remaining from time to time unpaid; principal and interest being payable at the office of the Loan Guaranty Officer, Veterans Administration Center, Jackson, Mississippi, or at such other place as the holder may designate, in writing delivered or mailed to the Grantor, in monthly installments of TWO HUNDRED FIFTY-TWO & 99/100 Dollars (\$ 252.99 ), commencing on the FIRST day of SEPTEMBER, 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 AUGUST, 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 on the installment due date of each month until the note is fully paid as trustee (under the terms of this trust as hereinafter stated):

- (a) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable to renew the policies of fire and other hazard insurance on the premises covered by this Deed of Trust, plus taxes and assessments next due on these premises (all as estimated by the Beneficiary, and of which Grantor is notified) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by the Beneficiary in trust to pay said ground rents, premiums, taxes, and special assessments.
- (b) The aggregate of the amounts payable pursuant to subparagraph (a) and those payable on the note secured hereby, shall be paid in a single payment each month, to be applied to the following items in the order stated:
  - (i) ground rents, if any, taxes, special assessments, fire and other hazard insurance premiums;
  - (ii) interest on the note secured hereby; and
  - (iii) amortization of the principal of said note.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Grantor prior to the due date of the next such payment, constitute an event of default under this Deed of Trust. At Beneficiary's option, Grantor will pay a "late charge" not exceeding four per centum (4%) of any installment when paid more than fifteen (15) days after the due date thereof to cover the extra expense involved in handling delinquent payments, but such "late charge" shall not be payable out of the proceeds of any sale made to satisfy the indebtedness secured hereby, unless such proceeds are sufficient to discharge the entire indebtedness and all proper costs and expenses secured hereby.

3. If the total of the payments made by the Grantor under (a) of paragraph 2 preceding shall exceed the amount of payments actually made by the Beneficiary as trustee for ground rents, taxes, or assessments, or insurance premiums, as the case may be, such excess shall be credited on subsequent payments to be made by the Grantor for such items or, at Beneficiary's option, shall be refunded to Grantor. If, however, such monthly payments shall not be sufficient to pay such items when the same shall become due and payable, then the Grantor shall pay to the Beneficiary as trustee any amount necessary to make up the deficiency. Such payments shall be made within thirty (30) days after written notice from the Beneficiary stating the amount of the deficiency, which notice may be given by mail. If at any time the Grantor shall tender to the Beneficiary, in accordance with the provisions thereof, the full payment of the entire indebtedness represented thereby, the Beneficiary shall as trustee, in computing the amount of such indebtedness, credit to the account of the Grantor any credit balance remaining under the provisions of (a) of paragraph 2 hereof. If there shall be a default under any of the provisions of this Deed of Trust resulting in a public sale of the premises covered hereby or if the Beneficiary acquires the property otherwise after default, the Beneficiary shall as trustee apply, at the time of the commencement of such proceedings, or at the time the property is otherwise ac-

quired, the amount then remaining to credit of Grantor under (a) of paragraph 2 preceding, as a credit on the interest accrued and unpaid and the balance to the principal then remaining unpaid on the note secured hereby.

4. The lien of this instrument shall remain in full force and effect during any postponement or extension of the time of payment of the indebtedness or any part thereof secured hereby.

5. He will pay all and singular the costs, charges and expenses, including reasonable attorney's fees incurred by Beneficiary because of the failure on the part of the Grantor to conform and comply with his obligations and duties under the term of the note secured hereby and of this Deed of Trust; and if such failure results in a sale under a foreclosure hereof, said fee shall be TEN per centum ( 10 %) of the total indebtedness as of the date of sale.

6. Upon the request of the Beneficiary the Grantor shall execute and deliver a supplemental note or notes for the sum or sums advanced by the Beneficiary for the alteration, modernization, improvement, maintenance, or repair of said premises, for taxes or assessments against the same and for any other purpose authorized hereunder. Said note or notes shall be secured hereby on a parity with and as fully as if the advance evidenced thereby were included in the note first described above. Said supplemental note or notes shall bear interest at the rate specified in the note first described above and shall be payable in approximately equal monthly payments for such period as may be agreed upon by the creditor and debtor. Failing to agree on the maturity, the whole of the sum or sums so advanced shall be due and payable thirty (30) days after demand by the creditor. In no event shall the maturity extend beyond the ultimate maturity of the note first described above.

7. He will not commit, permit, or suffer waste, impairment, or deterioration of said property or any part thereof, and in the event of the failure of the Grantor to keep the buildings and other improvements now or hereafter on said premises in good repair, the Beneficiary may make such repairs as may reasonably be deemed necessary for the proper preservation thereof, and the sums so paid shall bear interest from date at the rate specified in the note first described above, shall be payable thirty (30) days after demand, and shall be fully secured by this Deed of Trust.

8. He will continuously maintain hazard insurance, of such type or types and amounts as Beneficiary may from time to time require, on the improvements now or hereafter on said premises, and except when payment for all such premiums has theretofore been made under (a) of paragraph 2 hereof, he will pay promptly when due any premiums therefor. All insurance shall be carried in companies approved by the Beneficiary and the policies and renewals thereof shall be held by the Beneficiary and have attached thereto loss payable clauses in favor of and in form acceptable to the Beneficiary. In event of loss the Grantor will give immediate notice by mail to the Beneficiary, who may make proof of loss if not made promptly by the Grantor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Beneficiary instead of to the Grantor and the Beneficiary jointly, and the insurance proceeds, or any part thereof, may be applied by the Beneficiary at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this Deed of Trust, or other transfer of title to the said premises in extinguishment of the indebtedness secured hereby, all right, title, and interest of the Grantor in and to any insurance policies then in force shall pass to the purchaser or grantee.

9. He will pay all taxes, assessments, water rates, and other governmental or municipal charges, fines, or impositions, except when payment for all such items has theretofore been made under (a) of paragraph 2 hereof, and shall promptly deliver the official receipts therefor to the Beneficiary; and in default of such payment by the Grantor, the Beneficiary may pay the same, and any amount so paid by the Beneficiary shall then be added to the principal debt named herein and shall be secured hereby.

10. He will not execute or file of record any instrument which imposes a restriction upon the sale or occupancy of the property described herein on the basis of race, color or creed.

If Grantor fails to pay when due any sum secured hereby or fails to abide by or perform any of the covenants or agreements contained herein, be adjudicated bankrupt or made defendant in a bankruptcy or receivership proceeding; then, in any such event, Beneficiary may, at his option, declare all indebtedness secured hereby immediately due and payable.

If the Grantor shall well and truly keep and perform all the covenants and agreements in this Deed of Trust, and in the note hereby secured and well and truly pay off and discharge the said note and other indebtedness secured hereby, then this conveyance shall be null and void, but otherwise shall remain in full force and effect and at the request of the Beneficiary, the said Trustee, or any successor appointed in his stead, shall sell the premises covered hereby at public auction for cash to the highest and best bidder, during legal hours, at any front door of the county courthouse of DESOTO County, State of Mississippi, after giving notice, by advertising and posting as required by law, of the time, place, and terms of sale, and out of the proceeds arising from such sale, the said Trustee, or any successor, shall first pay all the costs and expenses of executing this Trust, including a reasonable compensation of said Trustee; next, said Trustee shall pay the balance of the indebtedness hereby secured then remaining unpaid; next, said Trustee shall reimburse the Veterans Administration for any sums paid by it on account of the guaranty or insurance of the indebtedness secured hereby; and lastly, any balance remaining in the hands of said Trustee shall be paid to the Grantor. The Beneficiary, acting by and through an official of the Veterans Administration appointed and qualified pursuant to Sections 212 and 1820, Title 38, U. S. Code, and Sections 36:4342 and 36:4520 of the Regulations issued thereunder, or any subsequent holder of the note is hereby authorized and empowered to appoint and substitute another Trustee in the place of the Trustee named herein, at any time, by writing, duly signed and acknowledged and recorded in the county or counties where the premises covered hereby are situate, and such appointee shall have full power as the Trustee herein, together with all the rights and privileges thereunto belonging. If the holder of the note is a corporation, its president or any vice president may select and appoint such substituted Trustee. No one exercise of this power of appointment, power of sale, or any other power or right given in this Deed of Trust shall exhaust the right to exercise such power, but all rights and powers herein given may be exercised as often as may be necessary to achieve the perfect security and the collection of the indebtedness secured by this Deed of Trust until said indebtedness is fully paid and discharged. At any sale made to enforce the Trust herein given, the Beneficiary, or any person in interest, may become a purchaser, and upon payment of the purchase price, the Trustee shall execute a deed of conveyance, which conveyance shall vest full and perfect title in such purchaser upon payment of the purchase price.

The Grantor hereby assigns to the Beneficiary any and all rents on the premises covered hereby and authorizes the Beneficiary, by its agent, to take possession of said premises at any time there is any default in the payment of the debt hereby secured or in the performance of any obligation herein contained, and rent the same for the account of the Grantor, and to deduct from such rents all costs of collection and administration and to apply the remainder of the same on the debt hereby secured.

The Grantor further covenants and agrees that in case of a sale, as hereinabove provided, the Grantor or any person in possession under the Grantor, shall then become and be tenants holding over and shall forthwith deliver possession to the purchaser at such sale, or be summarily dispossessed in accordance with the provisions of law applicable to tenants holding over.

Title 38, United States Code and the Regulations issued thereunder shall govern the rights, duties and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Title or Regulations are hereby amended and supplemented to conform thereto.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, the use of any gender shall be applicable to all genders, and the term "Beneficiary" shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

IN WITNESS WHEREOF, the Grantor(s) have hereunto set their hand(s) the day and year herein first written above.

*Terry Lee Haney*  
TERRY LEE HANEY  
*Margaret S. Haney*  
MARGARET S. HANEY

STATE OF MISSISSIPPI, }  
COUNTY OF } ss:

Personally appeared before me, the undersigned authority in and for said County, the within named TERRY LEE HANEY and MARGARET S. HANEY, his wife, who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and seal this 20th day of August

My Commission Expires March 13, 1978

*Bonita O. Bonnie Bailey*



MISSISSIPPI Trust 10:30 A.M. of said County, being conveyance is office on the Aug. day of 1975. Court of Chancery. 3-22-75. Administration Center 39216

STATE OF MISSISSIPPI, DESOTO COUNTY  
I certify that the within instrument was filed for record at 10 o'clock 30 minutes A.M. 21 day of August 1975, and that the same has been recorded in Book 189 Page 485 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 25 day of August 1975.

Fees \$ 5.00 pd.

SEAL *H. P. Ferguson* CLERK



PARTIAL RELEASE

For value received, the undersigned beneficiaries of that certain Deed of Trust executed by Lloyd A. Miller, et ux, et al, to Dudley B. Bridgforth, Jr., for the undersigned beneficiaries, dated July 19, 1974, recorded in Land Trust Deed Book 177, page 627, Chancery Clerk's Office, DeSoto County, Mississippi, do hereby release from the lien of said Deed of Trust, the following described property, lying and being situated in DeSoto County, Mississippi, described as follows, to-wit:

10 acres lying and being situated in Section 33, Township 1 South, Range 5 West in DeSoto County, Mississippi and being more particularly described as commencing at the Northeast corner of that certain 53.390 acre tract conveyed by Andrew Payne, et ux, to Lloyd A. Miller, et ux, et al, as shown by Warranty Deed of record in Deed Book 113, page 523 Land Deed Records of DeSoto County, Mississippi; thence from said point run West along the North line of said property 40 feet to a point, said point being the point of beginning of the hereinafter described tract; thence run south 88° 52' 34.2" west 661.43 feet to a point, said point being the northwest corner of said 53.390 acre tract; thence run South 1° 40' 38.3" East 660 feet to a point; thence run North 88° 52' 34.2" East 661.43 feet to a point; thence run North 1° 40' 38.3" West 660 feet to the point of beginning and containing 10 acres, more or less.

This release is only a partial release releasing the property described herein. The said Deed of Trust in all other respects remains in full force and effect.

The undersigned beneficiaries hereby authorize the Chancery Clerk to make the appropriate marginal notation on the face of the lien instrument.

Witness our signatures this the 5<sup>th</sup> day of August, 1975.

Andrew Payne  
Andrew Payne  
Doris Payne  
Doris Payne

STATE OF MISSISSIPPI  
COUNTY OF DESOTO

This day personally appeared before me, the undersigned authority in and for said county and state, the within named Andrew Payne and wife, Doris Payne, who acknowledged that they signed and delivered the above and foregoing Partial Release on the day and date therein mentioned as their free and voluntary act and deed and for the purposes therein expressed.

Given under my hand and official seal of office this the 5<sup>th</sup> day of August, 1975.



My commission expires: 5-4-77

James E. G...  
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY  
I certify that the within instrument was filed for record at 10 o'clock 30 minutes A M. 21 day of August 1975, and that the same has been recorded in Book 189 Page 489 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 25 day of August 1975.  
H. P. ...

490

CANCELLED BY AUTHORITY RECORDED IN BOOK

192 PAGE 56

14 DAY OF October 1975

H. J. Ferguson  
CHANCERY CLERK

Mississippi Bankers Association  
Form No. 1  
(Revised Dec. 1955)  
LAND

### DEED OF TRUST LAND

THIS INDENTURE, this day made and entered into between Lloyd A Miller, and wife Martha L. Miller

of the first part, hereinafter designated as the Grantor,

James E. Woods Trustee, of the second part, hereinafter designated as Trustee, and

The 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 DOLLARS (\$ 30,000.00 ) evidenced by promissory note of even date herewith in favor of the beneficiary, bearing interest at the rate of 10% per centum per annum after , providing for the payment of attorney's fees in case of default and being due and payable as follows, to-wit:  
Due and payable on or before January 8, 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

State of Mississippi, and more particularly described as follows, to-wit:

5 acres more or less lying and being situated in Section 33, Township 1 South, Range 5 West DeSoto County, Mississippi and being more particularly described as commencing at the Northeast corner of that certain 53.390 acre tract conveyed by Andrew Payne et ux to Lloyd A. Miller et ux, et al as shown by warranty deed of record in Deed Book 113, page 523, Land Deed Records DeSoto County, Mississippi; thence from said point run West along the North line of said property 350.71 feet to a point; said point being the point of beginning hereinafter described tract and being furthur as the Northeast corner of the Lloyd A. Miller et ux, tract; thence from said point continue South 88° 52' 34.2 feet West 350.71 feet to a point, said point being the Northwest corner of the original 53.390 acre tract conveyed by Andrew Payne et ux, to Lloyd A. Miller et ux, et al; This runs south 1° 40' 38.3 feet East 660 feet to a point; thence run north 88° 52' 34.2" East 350.71 feet to a point; Thence run North 1° 40' 38.3" West 660 feet to the point of beginning and containing 5 acres more or less.

Also, all of party of the first parts right title and interest in and to right of ingress and egress to said property as described in deed from Lovely H. Free to party to party of the first part dated August 5, 1975 and further, all of party of the first parts intrest in that certain non-exclusive easement described in Warrenty Deed Book 110 page 316 Land Deed Records DeSoto County, Mississippi.

Together with all the hereditaments and appurtenances thereunto appertaining, as far as they may now or hereafter, during the term of this deed of trust, belong to or be used in connection with the occupancy of any building on the said land, or that may be hereafter erected thereon, all heating and ventilating apparatus, gas, electric light and other fixtures, whether attached to said premises or detached therefrom.

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary herein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment of interest as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other covenant herein contained, then and in that event the entire principal sum secured hereby with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, or the owner or holder of said note or notes, be and become at once due and payable, and the trustee herein named, or his successor or successors, shall, at the request of the beneficiary, or at the request of any owner or holder of the note or notes secured hereby, sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid. Such sale shall be made by giving notice of the time, place and terms of sale as required by Section 533 of the Mississippi Code of 1942 and amendments if any thereto, and the trustee shall make deed to the purchaser or purchasers. Should the beneficiary, or the owner or holder of the note or notes secured hereby be a corporation, then in such event a declaration of default to the trustee, and a request for sale hereunder, may be made by any officer thereof. If the land covered hereby is situated in two or more counties, or in two judicial districts of the same county, the trustee may sell the whole in any of the counties, or in either of the judicial districts of a county in which any part of the land lies. Out of the proceeds of sale the trustee shall first pay the cost of advertising and making the sale; and secondly, he shall pay whatever items may have been incurred and remain unpaid in the protection of this security; then he shall pay such of the items of indebtedness secured hereby as may be outstanding in the order of their maturity, and any balance remaining in his hands shall be delivered to the grantor, or to his proper representatives, agents or assigns.

It is agreed and understood, by and between the parties hereto that this conveyance is executed and intended to be, and is hereby made subject to the following covenants, stipulations and conditions, all of which shall be binding upon the parties hereto and each of them.

First. In addition to the indebtedness specifically mentioned above, and any and all extensions or renewals of the same, or any part thereof, this conveyance shall also cover such future and additional advances as may be made to the grantor, or either of them, by the beneficiary, not to exceed the sum of \$125,000.00, the beneficiary to be the sole judge as to whether or not such future and additional advances shall be made. In addition to all of the above, it is intended that this conveyance shall secure, and it does secure any and all debts, obligations, or liabilities, direct or contingent, of the grantor herein, or either of them, to the beneficiary, whether now existing or hereafter arising at any time before actual cancellation of this instrument on the public records of mortgages and deeds of trust, whether the same be evidenced by note, open account, over-draft, endorsement, guaranty or otherwise.

Second. The grantor will at all times during the continuance of this deed of trust keep the buildings and improvements on said premises insured against loss or damage by fire, storm, war damage and other hazard in some reliable insurance company, or companies, as may be acceptable to the beneficiary, for the maximum amount of insurance obtainable, or in such amount as may be approved by beneficiary, and all policies covering the same shall contain the proper loss payable clause, making all losses, if any, payable to the beneficiary, his successors or assigns, and shall be delivered to the beneficiary herein, or to the owner or holder of the notes secured hereby as additional security. In case of loss and payment by any insurance company, the amount of insurance money so paid shall be applied either on the indebtedness secured hereby, or in rebuilding or restoring the damaged building, or buildings, or it may be released to the grantor, as the beneficiary may elect. In the event of loss the grantor shall immediately give notice by mail to the beneficiary who may make proof of loss if same be not promptly made by the grantor. Each insurance company involved is hereby authorized, empowered and directed to make payment for any loss directly to the beneficiary instead of to the grantor and the beneficiary jointly.

Third. The grantor will pay all taxes and assessments, general or special, which may be assessed against the said land, premises or property, or upon the interest of the trustee or the beneficiary therein, or upon this deed of trust, or the indebtedness secured hereby, without regard to any law heretofore enacted or that may hereafter be enacted imposing payment of the whole or any part thereof upon either the trustee or beneficiary, and further will furnish annually to the beneficiary certificates or receipts of the proper officer showing full payment of all such taxes and assessments.

Fourth. That the rents, issues and profits of all and every part of the property here conveyed are specifically pledged to the payment of the indebtedness hereby secured, and all obligations which may accrue under the terms of this instrument. Upon the maturity of the indebtedness hereby secured, either by lapse of time or by reason of any default as herein provided, or if at any time it becomes necessary to protect the lien of this conveyance, the beneficiary, or any owner, or holder of the notes secured hereby, shall have the right to forthwith enter into and upon the property hereinbefore described and take possession thereof, and collect and apply the rents, issues and profits thereon upon the indebtedness secured hereby, or may, if it is so desired, have a receiver appointed by any court of competent jurisdiction to collect and impound the said rents, issues and profits and after paying the expense of such receivership apply the balance thereof to the payment of any indebtedness secured hereby.

Fifth. The failure on the part of the grantor to keep and perform each, any, and all of the covenants and stipulations of this deed of trust, or the passage by the State of Mississippi of any law imposing payment of the whole or any portion of any of the taxes aforesaid upon the trustee or the beneficiary, or upon the rendering by any court of competent jurisdiction of a decision that the stipulation or provision herein covering the payment of taxes or assessments is legally inoperative, shall give to the beneficiary or to the owner or holder of the notes secured hereby the option to at once declare the entire principal sum hereby secured with all interest and charges thereon, and all other amounts secured hereby at once due and demandable and to have the property advertised and sold by the trustee herein named, or his successor or successors, in accordance with the provisions of this conveyance hereinbefore set out. But in case such default consists in the failure to keep the said property insured or to pay the taxes herein required, the beneficiary, or the owner or holder of the said secured notes, may procure said insurance and pay said taxes and assessments, or redeem the property from tax sale if it has been sold; and any and all sums paid in procuring said insurance or in paying said taxes or assessments or in redeeming said property from tax sale, together with interest thereon at the rate herein stipulated from the date the same shall have been paid, shall be covered by this conveyance and shall be due and demandable on the date of the maturity of the interest installment which may become due under the terms of this instrument next after such additional items of expense are made or incurred. In case the beneficiary or the owner or holder of said secured notes elects to advance insurance premium and/or taxes, the receipt of an agent of the insurance company or companies in which said insurance is placed shall, with respect to such insurance premiums, be conclusive evidence as between the parties to this conveyance of the amount and fact of payment thereof; and the receipt of the proper public official, shall with respect to the taxes and assessments, aforesaid, be conclusive as between the parties to this conveyance of the amount and validity of said taxes or assessments and of the fact of the payment thereof.

Sixth. The beneficiary, or any owner or holder of the note secured hereby, may at pleasure, without giving formal notice to the original or any successor trustee, or to the grantor herein, and without regard to the willingness or inability of any such trustee to act, or to execute this trust, appoint another person or succession of persons to act as trustee herein, and such appointee or substitute shall have all the powers in the execution of this trust as are vested in the trustee herein named. If the beneficiary, or the owner or holder of the note secured hereby, be a corporation, such appointment may be made by its president, vice-president, assistant vice-president, secretary or treasurer.

Seventh. In case of foreclosure and sale of the property covered hereby, the beneficiary, or any owner or holder of the notes secured hereby, shall have the same right to purchase at said sale as if a stranger to this instrument.

Eighth. Grantor covenants that the premises and property covered hereby will at all times be used in a good and husbandlike manner, for lawful purposes only, and that waste will not be committed or suffered to be committed thereon.

Ninth. Whenever in this deed of trust the context so requires, the singular number shall include the plural, and the plural the singular; holder of the note or notes shall be deemed to refer to and include the owner of the debt, and the word beneficiary shall at any and all times include and mean the then holder of the note or notes secured hereby.

IN TESTIMONY WHEREOF, witness the signature of the grantor this the 8th day of Aug. 1975

*Lloyd A. Miller*  
Lloyd A. Miller

*Martha L. Miller*  
Martha L. Miller

STATE OF MISSISSIPPI,  
COUNTY OF

This day personally appeared before me, the undersigned authority, in and for the State and County aforesaid, the within named Lloyd A. Miller, and wife Martha L. Miller who severally acknowledged that they

signed and delivered the above and foregoing deed of trust on the day and year therein mentioned.

Given under my hand and official seal, this the 8th day of August  
My Commission Expires Feb. 3, 1978

*Billy L. Halls*  
Notary Public  
7 11 1975

STATE OF MISSISSIPPI, DESGTO COUNTY  
I certify that the within instrument was filed for record at 10 o'clock  
30 minutes A M. 21 day of August 1975, and that the same has been  
recorded in Book 189 Page 490 records of REAL ESTATE TRUST DEEDS  
of said County.

Witness my hand and seal this the 25 day of August 1975.

Fee \$ 5.00 pd.

*H. P. Ferguson*, CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK  
296 Page 267  
THIS 26 DAY OF April 19 83  
H. H. Ferguson  
CHANCERY CLERK

STATE OF MISSISSIPPI  
FHA FORM NO. 2133 M  
Revised February 1977

# 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 15th day of August, 19 75, by and between

Ronald G. Bell and wife, Judy Bell

, hereinafter called the Grantor;

C. B. Henley, hereinafter called the Trustee; and

Bailey Mortgage Company, a corporation organized and existing under the laws of the state of Mississippi, having its principal office and post-office address at Jackson, Mississippi 39205, hereinafter called the Beneficiary;

WITNESSETH, That the Grantor, in consideration of the debt and trust hereinafter mentioned, and the sum of One Dollar (\$1.00) to the Grantor paid by the Trustee, the receipt whereof is hereby acknowledged, does by these presents grant, bargain, sell, convey, and warrant unto the Trustee, the following-described real estate, together with all buildings and improvements thereon (or that may hereafter be erected thereon); and the hereditaments and appurtenances and all other rights thereunto belonging, or in anywise now or hereafter appertaining, and the reversion and reversions, remainder or remainders, rents, issues, and profits thereof, and all rights of homestead, and all plumbing, heating, and lighting fixtures and equipment now or hereafter attached to or used in connection with said premises, situated in the County of DeSoto, State of Mississippi, to wit:

Lot 2035, Section "I" Southaven West Subdivision in Section 23, Township 1 South, Range 8 West, as per plat thereof recorded in plat book 3, pages 42-43 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 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-Four Thousand and 00/100-----Dollars (\$ 24,000.-0 ) with interest from date at the rate of eight & one-half per centum ( 8.500 % ) 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.

in or at such other place as the holder may designate, in writing, in monthly installments of Two Hundred Eight and 32/100-----Dollars (\$208.32 ), commencing on the first day of October, 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 September, 1995.

The Grantor, in order more fully to protect the security of this Deed of Trust, does hereby covenant and agree as follows:

1. That he will pay all and singular the principal and interest and other sums of money payable by virtue of the note secured hereby and of this lien, at the times and in the manner in said note and hereinafter provided. Privilege is reserved to pay the debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due on the note, on the first day of any month prior to maturity; provided, however, that written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment.
2. That, together with and in addition to the monthly payments of principal and interest payable under the terms of the note secured hereby, he will pay to the Beneficiary on the first day of each month until the note is fully paid, the following sums:
  - (a) An amount sufficient to provide the holder hereof with funds to pay the next mortgage insurance premium if this instrument and the note secured hereby are insured, or a monthly charge (in lieu of a mortgage insurance premium) if they are held by the Secretary of Housing and Urban Development, as follows:
    - (I) If and so long as said note of even date and this instrument are insured or are reinsured under the provisions of the National Housing Act, an amount sufficient to accumulate in the hands of the holder one (1) month prior to its due date the annual mortgage insurance premium, in order to provide such holder with funds to pay such premium to the Secretary of Housing and Urban Development pursuant to the National Housing Act, as amended, and applicable Regulations thereunder; or
    - (II) If and so long as said note of even date and this instrument are held by the Secretary of Housing and Urban Development, a monthly charge (in lieu of a mortgage insurance premium) which shall be in an amount equal to one-twelfth (1/12) of one-half (1/2) per centum of the average outstanding balance due on the note computed without taking into account delinquencies or prepayments;

Assignment of this Instrument Recorded in  
Real Estate T 10 Book  
No. 252 Page 23  
This the 8 day of Nov. 19 79  
H. H. Ferguson

(b) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable to renew the policies of fire and other hazard insurance on the premises covered by this Deed of Trust, plus taxes and assessments next due on these premises (all as estimated by the Beneficiary) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by the Beneficiary in trust to pay said ground rents, premiums, taxes, and special assessments; and

(c) All payments mentioned in the two preceding subsections of this paragraph and all payments to be made under the note secured hereby shall be added together, and the aggregate amount thereof shall be paid by the Grantor each month in a single payment to be applied by the Beneficiary to the following items in the order set forth:

(I) premium charges under the contract of insurance with the Secretary of Housing and Urban Development, or monthly charge (in lieu of mortgage insurance premium), as the case may be;

(II) ground rents, if any, taxes, special assessments, fire and other hazard insurance premiums;

(III) interest on the note secured hereby; and

(IV) amortization of the principal of said note.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Grantor prior to the due date of the next such payment, constitute an event of default under this Deed of Trust. The Beneficiary may collect a "late charge" not to exceed two cents (2c) for each dollar (\$1) of each payment more than fifteen (15) days in arrears to cover the extra expense involved in handling delinquent payments.

3. If the total of the payments made by the Grantor under (b) of paragraph 2 preceding shall exceed the amount of the payments actually made by the Beneficiary for ground rents, taxes, or assessments, or insurance premiums, as the case may be, such excess at the option of the Beneficiary, shall be credited on subsequent payments to be made by the Grantor, or refunded to the Grantor. If, however, the monthly payments made by the Grantor under (b) of paragraph 2 preceding shall not be sufficient to pay ground rents, taxes and assessments, and insurance premiums, as the case may be, when the same shall become due and payable, then the Grantor shall pay to the Beneficiary any amount necessary to make up the deficiency, on or before the date when payment of such ground rents, taxes, assessments, or insurance premiums shall be due. If at any time the Grantor shall tender to the Beneficiary, in accordance with the provisions thereof, the full payment of the entire indebtedness represented thereby, the Beneficiary shall, in computing the amount of such indebtedness, credit to the account of the Grantor all payments made under the provisions of (a) of paragraph 2 hereof which the Beneficiary has not become obligated to pay to the Secretary of housing and Urban Development, and any balance remaining in the funds accumulated under the provisions of (b) of paragraph 2 hereof. If there shall be a default under any of the provisions of this Deed of Trust resulting in a public sale of the premises covered hereby or if the Beneficiary acquires the property otherwise after default, the Beneficiary shall apply, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under (b) of paragraph 2 preceding, as a credit against the amount of principal then remaining unpaid under the note secured hereby, and shall properly adjust any payments which shall have been made under (a) of paragraph 2.

4. That he will pay all and singular the costs, charges, and expenses including a 10% attorney's fee, reasonably incurred or paid at any time by the Beneficiary, because of the failure on the part of the Grantor to perform, comply with, and abide by each and every the stipulations, agreements, conditions, and covenants of the note secured hereby and of this Deed of Trust, or either, and every such payment shall bear interest from date at the rate set forth in the note secured hereby, shall be payable on demand, and shall be fully secured by this Deed of Trust.

5. That he will not commit, permit, or suffer waste, impairment, or deterioration of said property or any part thereof, and in the event of the failure of the Grantor to keep the buildings on said premises and those to be erected on said premises, or improvements thereon, in good repair, the Beneficiary may make such repairs as in its discretion it may deem necessary for the proper preservation thereof, and the sums so paid shall bear interest from date at the rate set forth in the note secured hereby, shall be payable on demand, and shall be fully secured by this Deed of Trust.

6. That he will keep the improvements now existing or hereafter erected on the said premises, insured as may be required from time to time by the Beneficiary against loss by fire and other hazards, casualties, and contingencies, including war damage, in such amounts and for such periods as may be required by the Beneficiary and will pay promptly, when due, any premiums on such insurance provision for payment of which has not been made hereinbefore. All insurance shall be carried in companies approved by the Beneficiary and the policies and renewals thereof shall be held by the Beneficiary and have attached thereto loss payable clauses in favor of and in form acceptable to the Beneficiary. In event of loss the Grantor will give immediate notice by mail to the Beneficiary, who may make proof of loss if not made promptly by the Grantor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Beneficiary instead of to the Grantor and the Beneficiary jointly, and the insurance proceeds, or any part thereof, may be applied by the Beneficiary at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this Deed of Trust or other transfer of title to the said premises in extinguishment of the indebtedness secured hereby, all right, title, and interest of the Grantor in and to any insurance policies then in force shall pass to the purchaser or grantee.

7. That he will pay all taxes, assessments, water rates, and other governmental or municipal charges, fines, or impositions, for which provision has not been made hereinbefore, and shall promptly deliver the official receipts therefor to the Beneficiary; and in default of such payment by the Grantor, the Beneficiary may pay the same, and any amount so paid by the Beneficiary shall then be added to the principal debt named herein and shall be secured hereby.

8. That if the premises, or any part thereof, be condemned under any power of eminent domain, or acquired for a public use, the damages, proceeds, and the consideration for such acquisition, to the extent of the full amount of indebtedness upon this Deed of Trust, and the note secured hereby remaining unpaid, are hereby assigned by the Grantor to the Beneficiary and shall be paid forthwith to the Beneficiary to be applied by it on account of the indebtedness secured hereby, whether due or not.

9. The Grantor further agrees that should this Deed of Trust and the note secured hereby not be eligible for insurance under the National Housing Act within thirty (30) from the date hereof (written statement of any officer of the Department of Housing and Urban Development or authorized agent of the Secretary of Housing and Urban Development dated subsequent to the aforesaid time from the date of this Deed of Trust, declining to insure said note and this Deed of Trust, being deemed conclusive proof of such ineligibility), the Beneficiary or the holder of the note may, at its option, declare all sums secured hereby immediately due and payable.

If the Grantor shall well and truly keep and perform all the covenants and agreements in this Deed of Trust, and in the note hereby secured, set forth, and well and truly pay off and discharge the said note and other indebtedness secured and intended to be secured hereby, then this conveyance shall be null and void, but otherwise shall remain in full force and effect and at the request of the Beneficiary, the said Trustee, or any successor appointed

in his stead, shall sell the premises covered hereby at public auction for cash to the highest and best bidder, during legal hours, at any front door of the county courthouse of DeSoto County, State of Mississippi, after giving notice, by advertising and posting as required by law, of the time, place, and terms of sale, and out of the proceeds arising from such sale, the said Trustee, or any successor, shall first pay all the costs and expenses of executing this Trust, including a reasonable compensation of said Trustee; next, said Trustee shall pay the balance of the indebtedness hereby secured then remaining unpaid; and lastly, any balance remaining in the hands of said Trustee shall be paid to the Grantor. The Beneficiary, or any subsequent holder of the note, or the duly authorized Attorney-in-Fact of either, is hereby authorized and empowered to appoint and substitute another Trustee in the place of the Trustee named herein, at any time, by writing, duly signed and acknowledged and recorded in the county or counties where the premises covered hereby are situate, and such appointee shall have full power as the Trustee herein, together with all the rights and privileges thereunto belonging. No one exercise of this power of appointment, power of sale, or any other power or right given in this Deed of Trust shall exhaust the right to exercise such power, but all rights and powers herein given may be exercised as often as may be necessary to achieve the perfect security and the collection of the indebtedness secured by this Deed of Trust until said indebtedness is fully paid and discharged. At any sale had by any Trustee hereunder, the Trustee may, from time to time, adjourn said sale to a later date without readvertising the sale by giving notice of the time and place of such continued sale at the time when and where the Trustee shall make such adjournment, and at any sale made to enforce the Trust herein given, the Beneficiary, or any person in interest, may become a purchaser, and upon payment of the purchase price, the Trustee shall execute a deed of conveyance, which conveyance shall vest full and perfect title in such purchaser upon payment of the purchase price.

The Grantor hereby assigns to the Beneficiary any and all rents on the premises covered hereby and authorizes the Beneficiary, by its agent, to take possession of said premises at any time there is any default in the payment of the debt hereby secured or in the performance of any obligation herein contained, and rent the same for the account of the Grantor, and to deduct from such rents all costs of collection and administration and to apply the remainder of the same on the debt hereby secured.

The Grantor further covenants and agrees that in case of a sale, as hereinabove provided, the Grantor or any person in possession under the Grantor, shall then become and be tenants holding over and shall forthwith deliver possession to the purchaser at such sale, or be summarily dispossessed in accordance with the provisions of law applicable to tenants holding over.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, the Grantor(s) have hereunto set their hand(s) the day and year herein first written above.

*Ronald G. Bell*  
 \_\_\_\_\_  
 Ronald G. Bell

*Judy Bell*  
 \_\_\_\_\_  
 Judy Bell

STATE OF MISSISSIPPI, }  
 COUNTY OF DeSoto }

Personally appeared before me, the undersigned authority in and for the said County, the within named Ronald G. Bell and Judy Bell, 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 August, 1975.

My Commission Expires; 9-25-78

*[Signature]*  
 \_\_\_\_\_  
 Notary Public

STATE OF MISSISSIPPI, }  
 COUNTY OF DeSoto }

I, N. J. Ferguson, Clerk of the Court of the Chancery of said County, do hereby certify that the foregoing conveyance was filed for registration in this office at 10:30 o'clock A.M., on the 21 day of August, 1975, and was recorded in Vol. 189, Record of Deeds, pages 493, on the 21 day of August, 1975.

STATE OF MISSISSIPPI, DESOTO COUNTY  
 I certify that the within instrument was filed for record at 10 o'clock 30 minutes A.M. 21 day of August, 1975, and that the same has been recorded in Book 189 Page 493 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 25 day of August, 1975.

Fees \$ 5.00 pd.

SEAL *[Signature]* CLERK

496 Paid, Satisfied and Cancelled  
This 29 day of May 1984

Elbert L. Smith  
Purvil B. Smith

Attest  
H. H. Ferguson by Sue Looney  
Chancery Clerk

Mississippi Bankers Association  
Form No. 1  
(Revised Dec. 1955)  
L A N D

### DEED OF TRUST LAND

THIS INDENTURE, this day made and entered into between  
Gary C. Noble, a single man  
of the first part, hereinafter designated as the Grantor,  
David A. Gustafson Trustee, of the second part, hereinafter designated as Trustee, and  
Elbert L. Smith and wife, Purvil B. Smith  
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 and 00/100 -----DOLLARS  
(\$21,000.00 ) evidenced by one promissory note of even date herewith in favor of  
the beneficiary, bearing interest at the rate of eight per centum per annum after  
date , providing for the payment of attorney's fees in case of default and being due  
and payable as follows, to-wit:

Repayable in one hundred twenty (120) monthly installments of  
Two Hundred Fifty-four and 79/100 Dollars (\$254.79) each,  
commencing on the twenty-second (22nd) day of September, 1975,  
with each subsequent and succeeding installment being due on  
the twenty-second (22nd) day of each month thereafter, and the  
final installment, if not sooner paid, due and payable on  
August 22, 1985.

Grantor herein reserves the right to prepay the entire principal  
indebtedness plus accrued interest at any time without penalty.

WHEREAS, the said grantor desires to secure the prompt payment at maturity of the aforesaid  
indebtedness, as well as any extension of the same, or any part thereof, and any other or further  
indebtedness in the way of future advances hereunder, or otherwise, that the grantor, or either of  
them, may now or hereafter owe the beneficiary, as hereinafter provided:

NOW, THEREFORE, in consideration of the premises, and the further consideration of Ten Dol-  
lars (\$10.00) cash in hand paid by the aforesaid trustee, the receipt of which is hereby acknowledged,  
the grantor does hereby convey and warrant unto the said trustee, the property situated in the

County of DeSoto,  
State of Mississippi, and more particularly described as follows, to-wit:

Lot 8, Woodland Lake Subdivision, as shown on plat recorded in  
Plat Book 1, Pages 15A, 15B and 15C, in the office of the Chancery  
Clerk of said County, to which recorded plat reference is made for  
a more particular description of said lot. Said property is  
located in Section 18, Township 3 South, Range 9 West, DeSoto  
County, Mississippi. ALSO: a proportionate part of the lake known  
as Woodland Lake and a proportionate part of the dam site.



Together with all the hereditaments and appurtenances thereto appertaining, as far as they may now or hereafter, during the term of this deed of trust, belong to or be used in connection with the occupancy of any building on the said land, or that may be hereafter erected thereon, all heating and ventilating apparatus, gas, electric light and other fixtures, whether attached to said premises or detached therefrom.

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary herein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment of interest as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other covenant herein contained, then and in that event the entire principal sum secured hereby with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, or the owner or holder of said note or notes, be and become at once due and payable, and the trustee herein named, or his successor or successors, shall, at the request of the beneficiary, or at the request of any owner or holder of the note or notes secured hereby, sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid. Such sale shall be made by giving notice of the time, place and terms of sale as required by Section 533 of the Mississippi Code of 1942 and amendments if any thereto, and the trustee shall make deed to the purchaser or purchasers. Should the beneficiary, or the owner or holder of the note or notes secured hereby be a corporation, then in such event a declaration of default to the trustee, and a request for sale hereunder, may be made by any officer thereof. If the land covered hereby is situated in two or more counties, or in two judicial districts of the same county, the trustee may sell the whole in any of the counties, or in either of the judicial districts of a county in which any part of the land lies. Out of the proceeds of sale the trustee shall first pay the cost of advertising and making the sale; and secondly, he shall pay whatever items may have been incurred and remain unpaid in the protection of this security; then he shall pay such of the items of indebtedness secured hereby as may be outstanding in the order of their maturity, and any balance remaining in his hands shall be delivered to the grantor, or to his proper representatives, agents or assigns.

It is agreed and understood, by and between the parties hereto that this conveyance is executed and intended to be, and is hereby made subject to the following covenants, stipulations and conditions, all of which shall be binding upon the parties hereto and each of them.

First. In addition to the indebtedness specifically mentioned above, and any and all extensions or renewals of the same, or any part thereof, this conveyance shall also cover such future and additional advances as may be made to the grantor, or either of them, by the beneficiary, not to exceed the sum of \$125,000.00, the beneficiary to be the sole judge as to whether or not such future and additional advances shall be made. In addition to all of the above, it is intended that this conveyance shall secure, and it does secure any and all debts, obligations, or liabilities, direct or contingent, of the grantor herein, or either of them, to the beneficiary, whether now existing or hereafter arising at any time before actual cancellation of this instrument on the public records of mortgages and deeds of trust, whether the same be evidenced by note, open account, over-draft, endorsement, guaranty or otherwise.

Second. The grantor will at all times during the continuance of this deed of trust keep the buildings and improvements on said premises insured against loss or damage by fire, storm, war damage and other hazard in such reliable insurance company, or companies, as may be acceptable to the beneficiary, for the maximum amount of insurance obtainable, or in such amount as may be approved by beneficiary, and all policies covering the same shall contain the proper loss payable clause, making all losses, if any, payable to the beneficiary, his successors or assigns, and shall be delivered to the beneficiary herein, or to the owner or holder of the notes secured hereby as additional security. In case of loss and payment by any insurance company, the amount of insurance money so paid shall be applied either on the indebtedness secured hereby, or in rebuilding or restoring the damaged building, or buildings, or it may be released to the grantor, as the beneficiary may elect. In the event of loss the grantor shall immediately give notice by mail to the beneficiary who may make proof of loss if same be not promptly made by the grantor. Each insurance company involved is hereby authorized, empowered and directed to make payment for any loss directly to the beneficiary instead of to the grantor and the beneficiary jointly.

Third. The grantor will pay all taxes and assessments, general or special, which may be assessed against the said land, premises or property, or upon the interest of the trustee or the beneficiary therein, or upon this deed of trust, or the indebtedness secured hereby, without regard to any law heretofore enacted or that may hereafter be enacted imposing payment of the whole or any part thereof upon either the trustee or beneficiary, and further will furnish annually to the beneficiary certificates or receipts of the proper officer showing full payment of all such taxes and assessments.

Fourth. That the rents, issues and profits of all and every part of the property here conveyed are specifically pledged to the payment of the indebtedness hereby secured, and all obligations which may accrue under the terms of this instrument. Upon the maturity of the indebtedness hereby secured, either by lapse of time or by reason of any default as herein provided, or if at any time it becomes necessary to protect the lien of this conveyance, the beneficiary, or any owner, or holder of the notes secured hereby, shall have the right to forthwith enter into and upon the property hereinbefore described and take possession thereof, and collect and apply the rents, issues and profits thereon upon the indebtedness secured hereby, or may, if it is so desired, have a receiver appointed by any court of competent jurisdiction to collect and impound the said rents, issues and profits and after paying the expense of such receivership apply the balance thereof to the payment of any indebtedness secured hereby.

Fifth. The failure on the part of the grantor to keep and perform each, any, and all of the covenants and stipulations of this deed of trust, or the passage by the State of Mississippi of any law imposing payment of the whole or any portion of any of the taxes aforesaid upon the trustee or the beneficiary, or upon the rendering by any court of competent jurisdiction of a decision that the stipulation or provision herein covering the payment of taxes or assessments is legally inoperative, shall give to the beneficiary or to the owner or holder of the notes secured hereby the option to at once declare the entire principal sum hereby secured with all interest and charges thereon, and all other amounts secured hereby at once due and demandable and to have the property advertised and sold by the trustee herein named, or his successor or successors, in accordance with the provisions of this conveyance heretofore set out. But in case such default consists in the failure to keep the said property insured or to pay the taxes herein required, the beneficiary, or the owner or holder of the said secured notes, may procure said insurance and pay said taxes and assessments, or redeem the property from tax sale if it has been sold; and any and all sums paid in procuring said insurance or in paying said taxes or assessments or in redeeming said property from tax sale, together with interest thereon at the rate herein stipulated from the date the same shall have been paid, shall be covered by this conveyance and shall be due and demandable on the date of the maturity of the interest installment which may become due under the terms of this instrument next after such additional items of expense are made or incurred. In case the beneficiary or the owner or holder of said secured notes elects to advance insurance premium and/or taxes, the receipt of an agent of the insurance company or companies in which said insurance is placed shall, with respect to such insurance premiums, be conclusive evidence as between the parties to this conveyance of the amount and fact of payment thereof; and the receipt of the proper public official, shall with respect to the taxes and assessments, aforesaid, be conclusive as between the parties to this conveyance of the amount and validity of said taxes or assessments and of the fact of the payment thereof.

Sixth. The beneficiary, or any owner or holder of the note secured hereby, may at pleasure, without giving formal notice to the original or any successor trustee, or to the grantor herein, and without regard to the willingness or inability of any such trustee to act, or to execute this trust, appoint another person or succession of persons to act as trustee herein, and such appointee or substitute shall have all the powers in the execution of this trust as are vested in the trustee herein named. If the beneficiary, or the owner or holder of the note secured hereby, be a corporation, such appointment may be made by its president, vice-president, assistant vice-president, secretary or treasurer.

Seventh. In case of foreclosure and sale of the property covered hereby, the beneficiary, or any owner or holder of the notes secured hereby, shall have the same right to purchase at said sale as if a stranger to this instrument.

Eighth. Grantor covenants that the premises and property covered hereby will at all times be used in a good and husbandlike manner, for lawful purposes only, and that waste will not be committed or suffered to be committed thereon.

Ninth. Whenever in this deed of trust the context so requires, the singular number shall include the plural, and the plural the singular; holder of the note or notes shall be deemed to refer to and include the owner of the debt, and the word beneficiary shall at any and all times include and mean the then holder of the note or notes secured hereby.

IN TESTIMONY WHEREOF, witness the signature of the grantor this the 21st day of August 1975.

*Gary C. Noble*  
\_\_\_\_\_  
Gary C. Noble

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 Gary C. Noble, a single man who severally acknowledged that he

signed and delivered the above and foregoing deed of trust on the day and year therein mentioned.

Given under my hand and official seal, this the 21st day of August 1975.  
My Commission Expires May 15, 1979  
*William H. [Signature]*  
Notary Public



STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 3 o'clock PM 21 day of August 1975, and that the same has been recorded in Book 189 Page 496 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 25 day of August 1975.

Fee \$ 5.00

*W. G. [Signature]*  
Clerk

Mississippi Bankers Association  
Form No. 1  
(Revised Dec. 1958)  
LAND

### DEED OF TRUST LAND

THIS INDENTURE, this day made and entered into between

Lake Forest Utility Company

of the first part, hereinafter designated as the Grantor,

Joel P. Walker, Trustee, of the second part, hereinafter designated as Trustee, and  
L. Hall Jones, Jr., Patricia S. Jones, Robert A. Ostergaard, Helen F. Ostergaard and Estate of L. Hall Jones, Sr.  
of the third part, hereinafter designated as the Beneficiary.

WITNESSETH: That whereas the Grantor is justly indebted to the beneficiary in the full sum of  
- - - - - One Million and No/100 - - - - - DOLLARS  
(\$ 1,000,000.00 ) evidenced by one promissory note of even date herewith in favor of  
as provided in the promissory note  
the beneficiary, bearing interest ~~at the rate of~~ ~~percent~~ ~~annually~~  
, 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  
or before January 1, 1982.

WHEREAS, the said grantor desires to secure the prompt payment at maturity of the aforesaid indebtedness, as well as any extension of the same, or any part thereof, and any other or further indebtedness in the way of future advances hereunder, or otherwise, that the grantor, or either of them, may now or hereafter owe the beneficiary, as hereinafter provided:

NOW, THEREFORE, in consideration of the premises, and the further consideration of Ten Dollars (\$10.00) cash in hand paid by the aforesaid trustee, the receipt of which is hereby acknowledged, the grantor does hereby convey and warrant unto the said trustee, the property situated in the  
County of DeSoto,

State of Mississippi, and more particularly described as follows, to-wit:

TRACT 1. 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° 10' west 378.93 feet to a point at the northwest corner

Partial Release  
No value received, the 1.49 acres described herein as Tract 2  
released from the deed of trust pursuant to instructions  
from the beneficiary. Feb. March 7, 1979

J. P. Walker Trustee  
H. J. Ferguson by M. Meane

of Lot 124 of said subdivision; thence north 19° 30' west 118 feet to a point; thence north 88° 30' 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° 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° 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 09° 50' 24" 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° 44' 29" 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° 286.15 feet to a point; thence south at an interior angle of 90° 226.65 feet to a point; thence west at an interior angle of 90° 286.15 feet to the point of beginning, containing 1.49 acres.

Together with all the hereditaments and appurtenances thereunto appertaining, as far as they may now or hereafter, during the term of this deed of trust, belong to or be used in connection with the occupancy of any building on the said land, or that may be hereafter erected thereon, all heating and ventilating apparatus, gas, electric light and other fixtures, whether attached to said premises or detached therefrom.

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary herein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment of interest as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other covenant herein contained, then and in that event the entire principal sum secured hereby with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, or the owner or holder of said note or notes, be and become at once due and payable, and the trustee herein named, or his successor or successors, shall, at the request of the beneficiary, or at the request of any owner or holder of the note or notes secured hereby, sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid. Such sale shall be made by giving notice of the time, place and terms of sale as required by Section 383 of the Mississippi Code of 1942 and amendments if any thereto, and the trustee shall make deed to the purchaser or purchasers. Should the beneficiary, or the owner or holder of the note or notes secured hereby be a corporation, then in such event a declaration of default to the trustee, and a request for sale hereunder, may be made by any officer thereof. If the land covered hereby is situated in two or more counties, or in two judicial districts of the same county, the trustee may sell the whole in any of the counties, or in either of the judicial districts of a county in which any part of the land lies. Out of the proceeds of sale the trustee shall first pay the cost of advertising and making the sale; and secondly, he shall pay whatever items may have been incurred and remain unpaid in the protection of this security; then he shall pay such of the items of indebtedness secured hereby as may be outstanding in the order of their maturity, and any balance remaining in his hands shall be delivered to the grantor, or to his proper representatives, agents or assigns.

It is agreed and understood, by and between the parties hereto that this conveyance is executed and intended to be, and is hereby made subject to the following covenants, stipulations and conditions, all of which shall be binding upon the parties hereto and each of them.

First. In addition to the indebtedness specifically mentioned above, and any and all extensions or renewals of the same, or any part thereof, this conveyance shall also cover such future and additional advances as may be made to the grantor, or either of them, by the beneficiary, not to exceed the sum of \$125,000.00, the beneficiary to be the sole judge as to whether or not such future and additional advances shall be made. In addition to all of the above, it is intended that this conveyance shall secure, and it does secure any and all debts, obligations, or liabilities, direct or contingent, of the grantor herein, or either of them, to the beneficiary, whether now existing or hereafter arising at any time before actual cancellation of this instrument on the public records of mortgages and deeds of trust, whether the same be evidenced by note, open account, over-draft, endorsement, guaranty or otherwise.

Second. The grantor will at all times during the continuance of this deed of trust keep the buildings and improvements on said premises insured against loss or damage by fire, storm, war damage and other hazard in such reliable insurance company, or companies, as may be acceptable to the beneficiary, for the maximum amount of insurance obtainable, or in such amount as may be approved by beneficiary, and all policies covering the same shall contain the proper loss payable clause, making all losses, if any, payable to the beneficiary, his successors or assigns, and shall be delivered to the beneficiary herein, or to the owner or holder of the notes secured hereby as additional security. In case of loss and payment by any insurance company, the amount of insurance money so paid shall be applied either on the indebtedness secured hereby, or in rebuilding or restoring the damaged building, or buildings, or it may be released to the grantor, as the beneficiary may elect. In the event of loss the grantor shall immediately give notice by mail to the beneficiary who may make proof of loss if same be not promptly made by the grantor. Each insurance company involved is hereby authorized, empowered and directed to make payment for any loss directly to the beneficiary instead of to the grantor and the beneficiary jointly.

Third. The grantor will pay all taxes and assessments, general or special, which may be assessed against the said land, premises or property, or upon the interest of the trustee or the beneficiary therein, or upon this deed of trust, or the indebtedness secured hereby, without regard to any law heretofore enacted or that may hereafter be enacted imposing payment of the whole or any part thereof upon either the trustee or beneficiary, and further will furnish annually to the beneficiary certificates or receipts of the proper officer showing full payment of all such taxes and assessments.

Fourth. That the rents, issues and profits of all and every part of the property here conveyed are specifically pledged to the payment of the indebtedness hereby secured, and all obligations which may accrue under the terms of this instrument. Upon the maturity of the indebtedness hereby secured, either by lapse of time or by reason of any default as herein provided, or if at any time it becomes necessary to protect the lien of this conveyance, the beneficiary, or any owner, or holder of the notes secured hereby, shall have the right to forthwith enter into and upon the property hereinbefore described and take possession thereof, and collect and apply the rents, issues and profits thereon upon the indebtedness secured hereby, or may, if it is so desired, have a receiver appointed by any court of competent jurisdiction to collect and impound the said rents, issues and profits and after paying the expense of such receivership apply the balance thereof to the payment of any indebtedness secured hereby.

Fifth. The failure on the part of the grantor to keep and perform each, any, and all of the covenants and stipulations of this deed of trust, or the passage by the State of Mississippi of any law imposing payment of the whole or any portion of any of the taxes aforesaid upon the trustee or the beneficiary, or upon the rendering of any court of competent jurisdiction of a decision that the stipulation or provision herein covering the payment of taxes or assessments is legally inoperative, shall give to the beneficiary or to the owner or holder of the notes secured hereby the option to at once declare the entire principal sum hereby secured with all interest and charges thereon, and all other amounts secured hereby at once due and demandable and to have the property advertised and sold by the trustee herein named, or his successor or successors, in accordance with the provisions of this conveyance hereinbefore set out. But in case such default consists in the failure to keep the said property insured or to pay the taxes herein required, the beneficiary, or the owner or holder of the said secured notes, may procure said insurance and pay said taxes and assessments, or redeem the property from tax sale if it has been sold; and any and all sums paid in procuring said insurance or in paying said taxes or assessments or in redeeming said property from tax sale, together with interest thereon at the rate herein stipulated from the date the same shall have been paid, shall be covered by this conveyance and shall be due and demandable on the date of the maturity of the interest installment which may become due under the terms of this instrument next after such additional items of expense are made or incurred. In case the beneficiary or the owner or holder of said secured notes elects to advance insurance premium and/or taxes, the receipt of an agent of the insurance company or companies in which said insurance is placed shall, with respect to such insurance premiums, be conclusive evidence as between the parties to this conveyance of the amount and fact of payment thereof; and the receipt of the proper public official, shall with respect to the taxes and assessments, aforesaid, be conclusive as between the parties to this conveyance of the amount and validity of said taxes or assessments and of the fact of the payment thereof.

Sixth. The beneficiary, or any owner or holder of the note secured hereby, may at pleasure, without giving formal notice to the original or any successor trustee, or to the grantor herein, and without regard to the willingness or inability of any such trustee to act, or to execute this trust, appoint another person or succession of persons to act as trustee herein, and such appointee or substitute shall have all the powers in the execution of this trust as are vested in the trustee herein named. If the beneficiary, or the owner or holder of the note secured hereby, be a corporation, such appointment may be made by its president, vice-president, assistant vice-president, secretary or treasurer.

Seventh. In case of foreclosure and sale of the property covered hereby, the beneficiary, or any owner or holder of the notes secured hereby, shall have the same right to purchase at said sale as if a stranger to this instrument.

Eighth. Grantor covenants that the premises and property covered hereby will at all times be used in a good and husbandlike manner, for lawful purposes only, and that waste will not be committed or suffered to be committed thereon.

Ninth. Whenever in this deed of trust the context so requires, the singular number shall include the plural, and the plural the singular; holder of the note or notes shall be deemed to refer to and include the owner of the debt, and the word beneficiary shall at any and all times include and mean the then holder of the note or notes secured hereby.

IN TESTIMONY WHEREOF, witness the signature of the grantor this the 5th day of August 19 75.

ATTEST: Lake Forest Utility Company  
*Robert A. Ostergaard* By: *L. Hall Jones, Jr.*  
 Secretary President

STATE OF ~~MISSISSIPPI~~ TENNESSEE  
 COUNTY OF SHELBY

This day personally appeared before me, the undersigned authority, in and for the State and County aforesaid, the within named L. Hall Jones, Jr., as President and Robert A. Ostergaard, as Secretary 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 19 day of August 19 75.

My Commission Expires: April 25, 1978 *Clara Dawson*  
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. 21 day of August 1975, and that the same has been recorded in Book 189 Page 499 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 25 day of August 1975.  
*H. G. Ferguson, Clerk*

5.00

502

CANCELLED BY AUTHORITY RECEIVED IN BOOK  
THIS 221 30 DAY 174 JAN. 19 78  
H. J. Ferguson  
CHANCERY CLERK

### DEED OF TRUST

FOR VALUE RECEIVED, the undersigned, Estate Builders, Inc.

hereinafter designated "Grantor," conveys and warrants to Rowan H. Taylor

as Trustee, the following described property, located in DeSoto County, Mississippi, to-wit:

Lot 71, Section "A" Eastover Subdivision in Section 29, Township 1 South, Range 6 West, as per plat thereof recorded in plat book 12, pages 32-35 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:

\$ 30,000.00 Thirty Thousand and 00/100-----Dollars due On or before (90) days from date, with interest being due and payable monthly. In the event interest becomes thirty (30) days in arrears, the entire amount advanced becomes immediately due and payable.

bearing interest at the rate of ten 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 indebtedness, and all such insurance policies shall be deposited with the Beneficiary or any holder of the afore-described indebtedness; (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.

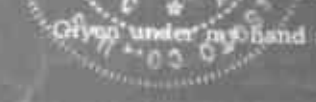
Witness the signature of the Grantor, this 13th day of August, 1975

Estate Builders, Inc.  
 BY: William L. Lyon  
 William L. Lyon, President

STATE OF MISSISSIPPI, )  
 COUNTY OF DESOTO )

Personally appeared before me, the undersigned authority in and for said County and State, the within-named William L. Lyon, President of Estate Builders, Inc.

who acknowledged that he signed and delivered the foregoing trust deed on the day and year therein mentioned.



GIVEN under my hand and official seal, this 13th day of August, 1975  
A. B. Bridgman Notary Public  
 My Commission Expires 9-25-78

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 30 minutes A M 21 day of August 1975, and that the same has been recorded in Book 189 Page 502 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 25 day of August 1975.

Fees \$ 3.50 pd.

SEAL H. P. Ferguson CLERK

504

CANCELLED BY AUTHORITY RECORDED IN BOOK  
418 PAGE 338  
THIS 21 DAY OF Oct. 19 87  
W. B. Ferguson  
CHANCERY CLERK

Assignment of this Instrument Recorded in  
Real Estate T1D Book  
No. 284 Page 287  
This the 9 day of June 19 82  
H. B. Ferguson

Assignment of this Instrument Recorded in  
Real Estate T1D Book  
No. 284 Page 292  
This the 9 day of June 19 82  
H. B. Ferguson

acc 295415

Branch Memphis #90 No. Mos 180

June 13 19 76

### Deed of Trust - Mississippi - Jim Walter Homes, Inc.

Whereas, Harold Milan and Lizzie Milan, his wife

hereinafter called Grantor, being justly indebted to JIM WALTER HOMES, INC., a corporation organized and existing under the laws of the State of Florida and qualified to do business in the State of Mississippi, and having a place of business at Jackson Mississippi, hereinafter called Beneficiary, in the sum of Thirty One Thousand Nine Hundred Fifty and no/100 Dollars (\$31,950.00) as evidenced by one certain promissory note of even date herewith made by the Grantor to the Beneficiary and payable in monthly installments of \$ 177.50, the first of said installments being due and payable on the 5th day of September 19 74, 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:

A parcel of land lying in the Southwest Quarter of Section 26, Township 2 South, Range 7 West, DeSoto County, Mississippi, described as follows: Beginning at a point 40.00 feet North and 40.00 West of the Southeast Corner of the Southwest Quarter of Section 26, Township 25, Range 7 West, thence West along the North Right of Way line of a gravel road and parallel with the South line of said Section 26, a distance of 251.71 feet; thence North parallel with the East line of the Southwest Quarter of said Section 26, a distance of 472.92 feet; thence East parallel with the South line of said Section 26, a distance of 251.71 feet; thence South along a line parallel with the East line of the Southwest Quarter of said Section 26, a distance of 472.92 feet to the Point of Beginning, containing Two Acres, more or less.

TOGETHER WITH all and singular the ways, easements, riparian and other rights, and all tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and all buildings, structures and other improvements now on said land or that hereafter may be erected or placed thereon, and all fixtures attached thereto and all rents, income, issues and profits accruing and to accrue therefrom.

The Grantor hereby covenants with the Trustee that the Grantor is lawfully seized of the fee simple title to the above described property and has full power and authority to grant, bargain, sell and convey the same to the Trustee, that said property is free and discharged from all liens, encumbrances and claims of every kind, including taxes and assessments; that said Grantor will make such further assurances to perfect the fee simple title to said property in the Trustee as may be reasonably required.

It is understood and agreed that this conveyance is made subject to and that the parties hereto have agreed on and are bound by and will observe and fulfill the following covenants, stipulations and conditions as obligatory upon the respective parties:

First: In addition to the aforesaid indebtedness, any and all extensions or renewals of the same or any part thereof, and any and all further or future advances, loans and extensions of credit by the Beneficiary herein, or the holder or holders of the indebtedness above described, to the Grantor are intended to be secured and are secured by this instrument.

Second: The Grantor shall pay the indebtedness recited in and evidenced by said note and any extensions or renewals thereof, and all other indebtedness or liability however created or evidenced; pay all taxes, assessments, levies, liens and encumbrances of every kind and nature on said property and upon this deed of trust and note and the moneys secured hereby promptly when due and before delinquency thereof; pay all costs and expenses incurred or paid by the Beneficiary in collecting the indebtedness hereby secured or in enforcing or protecting the rights and security of the Beneficiary hereunder, including reasonable attorney's fee if placed in the hands of an attorney, whether collected by foreclosure or otherwise; keep all buildings and structures now or hereafter erected upon the said premises constantly insured in an amount not less than the principal amount of the note aforesaid against all loss or damage by fire, windstorm or tornado and water damage, as may be required by the Beneficiary, and in a company or companies acceptable to said Beneficiary. All said policies and renewals thereof shall contain standard mortgagee clauses with or without full contribution as the Beneficiary shall require, and in such form as shall be satisfactory to the Beneficiary by which any loss or damage under said policies shall be payable to the Beneficiary as its interest may appear.

Third: The Grantor further covenants to keep said property and the buildings now located thereon or hereafter to be erected thereon in good repair and to permit, commit or suffer no waste, impairment or deterioration thereof, and to comply strictly with all laws and governmental regulations affecting said property or its operation.

Fourth: It is distinctly understood and agreed that a default for thirty days in the payment of any sums of money to be paid hereunder by the Grantor or in the performance of any of the agreements contained herein on the Grantor's part to be performed shall cause the entire indebtedness to fall due and payable at the option of said Beneficiary, and shall fully empower the said Beneficiary to have the Trustee, or any successor in said trust hereon, to execute his trust, and said Beneficiary shall not be required to declare such acceleration in writing or give notice of it.

Fifth: All moneys expended by the Beneficiary for the making of any and all needed repairs and improvements, payment of taxes, assessments, liens, judgments and insurance premiums, and all necessary expenses incurred by said Beneficiary in connection therewith, including any expense incurred in defending the title of the Grantor in this real estate, where necessary for the protection of the said Beneficiary's 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 T10 Book  
No. 287 Page 78  
This the 31 day of Aug. 19 82  
H. B. Ferguson

Re-record  
Assignment of this Instrument Recorded in  
Real Estate T10 Book  
No. 287 Page 73  
This the 31 day of Aug. 19 82  
H. B. Ferguson

CANCELLED BY AUTHORITY RECORDED IN BOOK  
156 PAGE 587

THIS 12 DAY OF April 19 95

W. E. Davis  
CHANCERY CLERK  
By B. Cleveland &



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 herein shall extend to and be obligatory upon their heirs, legal representatives, successors and assigns.

WITNESS the signature of the Grantor this 13th day of June, 1974

Harold Milan  
Lizzie Milan

ACKNOWLEDGMENT

STATE OF TENNESSEE  
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 Harold Milan and wife Lizzie Milan

to me personally known, who acknowledged that they signed and delivered the foregoing instruments on the day and year therein mentioned, and for the purposes therein set forth.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this the 1st day of July, 1975

Robert L. Byrd  
Notary Public  
My Commission Expires: MARCH 7, 1977

SEAL

ACKNOWLEDGMENT

STATE OF  
COUNTY OF

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, one of the subscribing witnesses to the foregoing instrument, who, being first duly sworn deposed and said that he saw the within names and

husband and wife, whose names 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 30 minutes A.M. 22 day of August 1975, and that the same has been recorded in Book 189 Page 504 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 25 day of August 1975.

Fees \$ 3.50 pd.

SEAL H. P. Ferguson, CLERK

906

CANCELLED BY AUTHORITY RECORDED IN BOOK

1916 PAGE 352

THIS 19 DAY OF February 19 16

H. D. Ferguson  
CHANCERY CLERK

Mississippi Bankers Association  
Form No. 1  
(Revised Dec. 1915)  
L A N D

### DEED OF TRUST LAND

THIS INDENTURE, this day made and entered into between  
William E. Warner and wife, Chellie Warner

of the first part, hereinafter designated as the Grantor,

Roger D. McDaniel Trustee, of the second part, hereinafter designated as Trustee, and  
Commercial and Industrial 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  
Forty-Eight Thousand and 00/100-----DOLLARS

(\$48,000.00 ) evidenced by promissory note of even date herewith in favor of

the beneficiary, bearing interest at the rate of ~~XX~~ 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 ninety (90) days from date, with interest as provided  
for in note of even date.

WHEREAS, the said grantor desires to secure the prompt payment at maturity of the aforesaid  
indebtedness, as well as any extension of the same, or any part thereof, and any other or further  
indebtedness in the way of future advances hereunder, or otherwise, that the grantor, or either of  
them, may now or hereafter owe the beneficiary, as hereinafter provided:

NOW, THEREFORE, in consideration of the premises, and the further consideration of Ten Dol-  
lars (\$10.00) cash in hand paid by the aforesaid trustee, the receipt of which is hereby acknowledged,  
the grantor does hereby convey and warrant unto the said trustee, the property situated in the

County of DeSoto

State of Mississippi, and more particularly described as follows, to-wit:  
Lots 555 and 556, Section "C" Revised, Bridgetown Subdivision in Section  
23, Township 2 South, Range 7 West, as per plat thereof recorded in plat  
book 13, pages 42-49 in the office of the Chancery Clerk of DeSoto County,  
Mississippi.

Parties of the first part covenant and agree to maintain fire and extended  
coverage insurance on any improvements situated thereon or to be constructed  
on the above described property, with loss payable clause in favor of the  
beneficiary.

Together with all the hereditaments and appurtenances thereunto appertaining, as far as they may now or hereafter, during the term of this deed of trust, belong to or be used in connection with the occupancy of any building on the said land, or that may be hereafter erected thereon, all heating and ventilating apparatus, gas, electric light and other fixtures, whether attached to said premises or detached therefrom.

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary herein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment of interest as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other covenant herein contained, then and in that event the entire principal sum secured hereby with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, or the owner or holder of said note or notes, be and become at once due and payable, and the trustee herein named, or his successor or successors, shall, at the request of the beneficiary, or at the request of any owner or holder of the note or notes secured hereby, sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid. Such sale shall be made by giving notice of the time, place and terms of sale as required by Section 388 of the Mississippi Code of 1942 and amendments if any thereto, and the trustee shall make deed to the purchaser or purchasers. Should the beneficiary, or the owner or holder of the note or notes secured hereby be a corporation, then in such event a declaration of default to the trustee, and a request for sale hereunder, may be made by any officer thereof. If the land covered hereby is situated in two or more counties, or in two judicial districts of the same county, the trustee may sell the whole in any of the counties, or in either of the judicial districts of a county in which any part of the land lies. Out of the proceeds of sale the trustee shall first pay the cost of advertising and making the sale; and secondly, he shall pay whatever items may have been incurred and remain unpaid in the protection of this security; then he shall pay such of the items of indebtedness secured hereby as may be outstanding in the order of their maturity, and any balance remaining in his hands shall be delivered to the grantor, or to his proper representatives, agents or assigns.

It is agreed and understood, by and between the parties hereto that this conveyance is executed and intended to be, and is hereby made subject to the following covenants, stipulations and conditions, all of which shall be binding upon the parties hereto and each of them.

First. In addition to the indebtedness specifically mentioned above, and any and all extensions or renewals of the same, or in part thereof, this conveyance shall also cover such future and additional advances as may be made to the grantor, or either of them, by the beneficiary, not to exceed the sum of \$125,000.00, the beneficiary to be the sole judge as to whether or not such future and additional advances shall be made. In addition to all of the above, it is intended that this conveyance shall secure, and it does secure any and all debts, obligations, or liabilities, direct or contingent, of the grantor herein, or either of them, to the beneficiary, whether now existing or hereafter arising at any time before actual cancellation of this instrument on the public records of mortgages and deeds of trust, whether the same be evidenced by note, open account, over-draft, endorsement, guaranty or otherwise.

Second. The grantor will at all times during the continuance of this deed of trust keep the buildings and improvements on said premises insured against loss or damage by fire, storm, war damage and other hazard in such reliable insurance company, or companies, as may be acceptable to the beneficiary, for the maximum amount of insurance obtainable, or in such amount as may be approved by beneficiary, and all policies covering the same shall contain the proper loss payable clause, making all losses, if any, payable to the beneficiary, his successors or assigns, and shall be delivered to the beneficiary herein, or to the owner or holder of the notes secured hereby as additional security. In case of loss and payment by any insurance company, the amount of insurance money so paid shall be applied either on the indebtedness secured hereby, or in rebuilding or restoring the damaged building, or buildings, or it may be released to the grantor, as the beneficiary may elect. In the event of loss the grantor shall immediately give notice by mail to the beneficiary who may make proof of loss if same be not promptly made by the grantor. Each insurance company involved is hereby authorized, empowered and directed to make payment for any loss directly to the beneficiary instead of to the grantor and the beneficiary jointly.

Third. The grantor will pay all taxes and assessments, general or special, which may be assessed against the said land, premises or property, or upon the interest of the trustee or the beneficiary therein, or upon this deed of trust, or the indebtedness secured hereby, without regard to any law heretofore enacted or that may hereafter be enacted imposing payment of the whole or any part thereof upon either the trustee or beneficiary, and further will furnish annually to the beneficiary certificates or receipts of the proper officer showing full payment of all such taxes and assessments.

Fourth. That the rents, issues and profits of all and every part of the property here conveyed are specifically pledged to the payment of the indebtedness hereby secured, and all obligations which may accrue under the terms of this instrument. Upon the maturity of the indebtedness hereby secured, either by lapse of time or by reason of any default as herein provided, or if at any time it becomes necessary to protect the lien of this conveyance, the beneficiary, or any owner, or holder of the notes secured hereby, shall have the right to forthwith enter into and upon the property hereinbefore described and take possession thereof, and collect and apply the rents, issues and profits thereon upon the indebtedness secured hereby, or may, if it is so desired, have a receiver appointed by any court of competent jurisdiction to collect and impound the said rents, issues and profits and after paying the expense of such receivership apply the balance thereof to the payment of any indebtedness secured hereby.

Fifth. The failure on the part of the grantor to keep and perform each, any, and all of the covenants and stipulations of this deed of trust, or the passage by the State of Mississippi of any law imposing payment of the whole or any portion of any of the taxes aforesaid upon the trustee or the beneficiary, or upon the rendering by any court of competent jurisdiction of a decision that the stipulation or provision herein covering the payment of taxes or assessments is legally inoperative, shall give to the beneficiary or to the owner or holder of the notes secured hereby the option to at once declare the entire principal sum hereby secured with all interest and charges thereon, and all other amounts secured hereby at once due and demandable and to have the property advertised and sold by the trustee herein named, or his successor or successors, in accordance with the provisions of this conveyance hereinbefore set out. But in case such default consists in the failure to keep the said property insured or to pay the taxes herein required, the beneficiary, or the owner or holder of the said secured notes, may procure said insurance and pay said taxes and assessments, or redeem the property from tax sale if it has been sold; and any and all sums paid in procuring said insurance or in paying said taxes or assessments or in redeeming said property from tax sale, together with interest thereon at the rate herein stipulated from the date the same shall have been paid, shall be covered by this conveyance and shall be due and demandable on the date of the maturity of the interest installment which may become due under the terms of this instrument next after such additional items of expense are made or incurred. In case the beneficiary or the owner or holder of said secured notes elects to advance insurance premium and/or taxes, the receipt of an agent of the insurance company or companies in which said insurance is placed shall, with respect to such insurance premiums, be conclusive evidence as between the parties to this conveyance of the amount and fact of payment thereof; and the receipt of the proper public official, shall with respect to the taxes and assessments, aforesaid, be conclusive as between the parties to this conveyance of the amount and validity of said taxes or assessments and of the fact of the payment thereof.

Sixth. The beneficiary, or any owner or holder of the note secured hereby, may at pleasure, without giving formal notice to the original or any successor trustee, or to the grantor herein, and without regard to the willingness or inability of any such trustee to act, or to execute this trust, appoint another person or succession of persons to act as trustee herein, and such appointee or substitute shall have all the powers in the execution of this trust as are vested in the trustee herein named. If the beneficiary, or the owner or holder of the note secured hereby, be a corporation, such appointment may be made by its president, vice-president, assistant vice-president, secretary or treasurer.

Seventh. In case of foreclosure and sale of the property covered hereby, the beneficiary, or any owner or holder of the notes secured hereby, shall have the same right to purchase at said sale as if a stranger to this instrument.

Eighth. Grantor covenants that the premises and property covered hereby will at all times be used in a good and husbandlike manner, for lawful purposes only, and that waste will not be committed or suffered to be committed thereon.

Ninth. Whenever in this deed of trust the context so requires, the singular number shall include the plural, and the plural the singular; holder of the note or notes shall be deemed to refer to and include the owner of the debt, and the word beneficiary shall at any and all times include and mean the then holder of the note or notes secured hereby.

IN TESTIMONY WHEREOF, witness the signature of the grantor this the 15th day of August 1975.

*William E. Warner*  
William E. Warner  
*Chellie Warner*  
Chellie Warner

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 E. Warner and wife, Chellie Warner who severally acknowledged that they

signed and delivered the above and foregoing deed of trust on the day and year therein mentioned.

Given under my hand and official seal, this the 15th day of August 1975.

My Commission Expires: 9-25-78 *D. Pridgford*  
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. 22 day of August 1975, and that the same has been recorded in Book 189 Page 506 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 25 day of August 1975.

Fee \$ 5.00 ad.

*H. P. Ferguson* CLERK

EXCELLED BY AUTHORITY RECORDED IN 1975

204 PAGE 128

THIS 21 DAY OF Sept 1976

H. P. Ferguson CHANCERY CLERK

FOR REAL ESTATE, CHATTEL OR BOTH

JAMES H. CROUCH
DOROTHY M. CROUCH
To { DEED OF TRUST
LARRY E. PELTON
JANICE D. PELTON

THIS INDENTURE, Made this 15th day of August 1975
between James H. Crouch and wife, Dorothy M. Crouch

of the first part,
and Larry E. Pelton and wife, Janice D. Pelton of the second part.

WITNESSETH, That whereas, said part ies of the first part, being indebted to the said part ies
of the second part in the sum of Fifteen Thousand Six Hundred Sixty and
50/100 Dollars (\$15,660.50), being due and repayable on or before the 15th
day of September, 1976, at the rate of no interest (0.00%),

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 part ies
of the first part paid by Dwight K. Luter Trustee, the part ies of the first part ha this day granted,
bargained, and sold to the said Trustee the following described property, located in the County of DeSoto, and state of Mississippi, viz: All of the agricultural
products of every kind that are now in, or to be raised, and all the crops of every kind to be grown by
any hands working with or under the said land, and all the crops of every kind to be grown, during the year 1976, on the land that
is now cultivated, or to be cultivated, on land or tract and all the fixtures and improvements of every kind and

Lot 54, Section "A" Revised, Carriage Hills Subdivision in Section 23,
Township 1 South, Range 8 West, as per plat thereof recorded in plat
book 3, pages 13 and 14, in the office of the Chancery Clerk of DeSoto
County, Mississippi.

Should the Trustee at any time believe said property, or any part thereof, endangered as a security for said debt, he may then forthwith take
possession of said property and sell the same as herein below directed. Should the part ies of the first part promptly pay the above stated indebtedness
on or before the 15th day of September 1976, then this instrument to be void, but in default thereof the said Trustee
shall take possession of said property, and after giving notice of the time, place and terms of sale, by advertisement according to law in DeSoto County, shall
sell the same at public auction, to the highest bidder for cash, at such time and place as he shall designate in said advertisement. The proceeds of said sale
shall be applied in the payment of said indebtedness and all costs incurred herein, and if there be a surplus, such surplus shall be refunded to the part ies
of the first part. In case of failure or inability in the part of said Trustee to execute the trust herein provided, the part ies of the second part
their assigns or legal representatives, can at any time appoint a Trustee to act in his stead.

Witness OUR signature S the date written above.
James H. Crouch James H. Crouch
Dorothy M. Crouch Dorothy M. Crouch

STATE OF MISSISSIPPI, DESOTO COUNTY.
Personally appeared the undersigned authority of said County, the within named
James H. Crouch and wife, Dorothy M. Crouch
who acknowledged that they signed and delivered the foregoing Deed of Trust on the day and year therein mentioned.
On my hand and official seal, this 15th day of August 1976.
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. 22 day of August 1975, and that the same has been
recorded in Book 189 Page 509 records of REAL ESTATE TRUST DEEDS
of said County.

Witness my hand and seal this the 25 day of August 1975.
Fees \$ 2.50 pd.

SEAL H. P. Ferguson, CLERK

263 PAGE 1168  
29 DAY OF Aug 1975  
W. G. Ferguson  
CHANCERY CLERK

FOR REAL ESTATE, CHATTEL OR BOTH

ALAN M. MCKEE, ET UX

To DEED OF TRUST

JAMES F. GLOVER, ET UX

THIS INDENTURE, Made this 31st day of July 1975  
between Alan M. McKee and wife, Melanie G. McKee

and James F. Glover and wife, Mildred H. Glover of the first part,  
of the second part.

WITNESSETH, That whereas, said part ies of the first part, being indebted to the said part ies  
of the second part in the sum of Twenty Nine Thousand Five Hundred

and no/100 Dollars (\$29,500.00), bearing eight (8) per cent interest per  
annum being due and payable in 360 equal amortized monthly installments of  
Two Hundred Sixteen and 47/100 Dollars (\$216.47) each commencing September  
1, 1975, with like installments due on the 1st day of each month thereafter  
until paid in full.

and any further amount that the party of the second part may furnish the party of the first part during the term of the loan, not to exceed  
the sum of One Dollar to the part ies of the first part  
payment of the same when due; Therefore, in consideration of the premises, and of the sum of One Dollar to the part 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 agricultural  
land of every kind that now is, or hereafter may be, owned, and all the crops of every kind to be grown by the part ies of the first part  
and  
any other thing that may be owned, or hereafter may be, owned, and all the crops of every kind to be grown by the part ies of the first part  
may cultivate or cause to be cultivated, as he shall see fit, and all the farming implements of every kind and

Lot 579, Section "C" Revised, Greenbrook  
Subdivision, in Section 19, Township 1 South,  
Range 7 West, as per plat thereof recorded in  
Plat Book 8, pages 49 and 50 in the office of the  
Chancery Clerk of DeSoto County, Mississippi.

Parties of the first part reserve the right to pre-pay  
all or any part of said indebtedness on or before the due dates without  
penalty. A failure to make any installment when due shall operate to  
cause the entire unpaid indebtedness to become immediately due and pay-  
able at the option of the owner and holder of the note.

Parties of the first part further covenant to maintain  
fire and extended coverage insurance on all improvements situated on  
the described property in an amount sufficient to secure this loan,  
with loss payable clause in favor of parties of the second part.

Should the Trustee at any time believe said property, or any part thereof, endangered as a security for said debt, he may then forthwith take pos-  
session of said property and sell the same as herein below directed. Should the part ies of the first part promptly pay the above stated indebtedness  
on or before the 1st day of August, 2005, then this instrument to be void; but in default thereof the said Trustee  
shall take possession of said property, and after giving notice of the time, place and terms of sale, by advertisement according to law in DeSoto County, shall  
sell the same at public auction, to the highest bidder for cash, at such time and place as he shall designate in said advertisement. The proceeds of said sale  
shall be applied to the payment of said indebtedness and all costs incurred herein; and if there be a surplus, such surplus shall be refunded to the part ies  
of the first part. In case of failure or inability on the part of said Trustee to execute the trust herein conferred, the part ies of the second part  
their assign or legal representatives, can at any time appoint a Trustee to act in his stead.

Witness OUR signature S the date written above.  
Witness Alan M. McKee  
Melanie G. McKee

STATE OF MISSISSIPPI, DESOTO COUNTY.  
Personally appeared before me the undersigned authority  
Alan M. McKee and wife, Melanie G. McKee of said County, the within named  
who acknowledged that they signed and delivered the foregoing Deed of Trust on the day and year therein mentioned.

Given under my hand and official seal, this 31st day of July 1975  
my commission expires: (SEAL) September 25, 1978  
Notary Public Clerk D. C.

STATE OF MISSISSIPPI, DESOTO COUNTY  
I certify that the within instrument was filed for record at 10 o'clock  
30 minutes A. M. 22 day of August 1975, and that the same has been  
recorded in Book 189 Page 510 records of REAL ESTATE TRUST DEEDS  
of said County.

Witness my hand and seal this the 25 day of August 1975.

Fees \$ 2.50 pd.

SEAL H. G. Ferguson, CLERK

*Sots 1+2 Lawrence 310*  
Partial Release of this Instrument Recorded in  
Real Estate T10  
No. 233 Page 295  
This 6 day of Nov 19 78  
H. J. Ferguson

CARL H. LAWRENCE, ET UX, GRANTORS

TO

DEED OF TRUST

FIRST NATIONAL BANK, HERNANDO, MISSISSIPPI  
FORMERLY FIRST NATIONAL BANK, SOUTHAVEN,  
MISSISSIPPI, BENEFICIARY,

This indenture made this the 19th day of August, 1975,  
between Carl H. Lawrence and wife, Jean S. Lawrence of the first part, and First  
National Bank, Hernando, Mississippi, formerly First National Bank, Southaven,  
Mississippi, of the second part, WITNESSETH:

WHEREAS, Lawrence Development Corp., being indebted to the said party  
of the second part in the sum of Eighty Thousand Dollars (\$80,000.00) evidenced  
by a promissory note of even date, bearing 15% interest from date, due and repayable  
on demand and if no demand ninety (90) days from date.

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 William H. Austin,  
Jr., Trustee, the party of the first part have this day granted, bargained and  
sold to the said Trustee the following described property, located in the County  
of DeSoto and State of Mississippi, viz:

Part of the West half of Section 27, Township 2 South, Range 7 West,  
DeSoto County, Mississippi, described as beginning at an iron pin at  
the northeast corner of Lot 7, Aday Subdivision as shown on recorded  
Plat of said subdivision in Plat Book 8, page 2 in the office of the  
Chancery Clerk of DeSoto County, Mississippi; run thence north 86  
degrees 45 minutes 00 seconds east a distance of 804.91 feet to a  
point on an existing fence line; then run south 2 degrees, 38 minutes  
26 seconds east along said existing fence line a distance of 321.89  
feet to a point; thence run south 3 degrees 53 minutes 51 seconds east  
along said existing fence line a distance of 790.42 feet to a point;  
thence run south 4 degrees 32 minutes 47 seconds east along said existing  
fence line a distance of 237.97 feet to a point; thence run south 5  
degrees 22 minutes 52 seconds east along said existing fence line a  
distance of 852.24 feet to a corner fence post, said point being in  
the south line of said Section 27; thence run south 87 degrees 23 minutes  
11 seconds west along an existing fence line a distance of 806.30 feet  
to a point; thence run north 4 degrees 38 minutes 13 seconds west a  
distance of 543.32 feet to an iron pin, said point being the southeast  
corner of lot 15 of said Aday Subdivision; thence run north 4 degrees  
38 minutes 13 seconds west a distance of 471.74 feet to an iron pin,  
said point being the northeast corner of Lot 15 of Aday Subdivision;  
thence run north 3 degrees 30 minutes 55 seconds west a distance of  
800.13 feet to an iron pin, said point being the northeast corner of  
Lot 6 of Aday Subdivision, thence run north 5 degrees 13 minutes 56  
seconds west a distance of 378.15 feet to an iron pin and the point of  
beginning and containing 40.16 acres.

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Notary Public for the State of Mississippi  
My Commission Expires May 7, 1977

Should the Trustee at any time believe said property, or any part thereof, endangered as a security for said debt, he may then forthwith take possession of said property and sell the same as herein below directed. Should the party of the first part promptly pay the above stated indebtedness on or before the due dates thereof, then this instrument to be void; but in default thereof the said Trustee shall take possession of said property, and after giving notice of the time, place and terms of sale, by advertisement according to law in DeSoto County, shall sell the same at public auction, to the highest bidder for cash, at such time and place as he shall designate in said advertisement. The proceeds of said sale shall be applied to the payment of said indebtedness and all costs herein; and if there be a surplus 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, this the date written above.

*Carl H. Lawrence*  
Carl H. Lawrence  
*Jean S. Lawrence*  
Jean S. Lawrence

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 Carl H. Lawrence and wife, Jean S. Lawrence, who acknowledged that they signed and delivered the foregoing Deed of Trust on the day and year therein mentioned.

Given under my hand and official seal of office, this the 19th day of August, 1975.

*Bonnie J. Ingram*  
Bonnie J. Ingram  
Notary Public



My Commission Expires:  
May 7, 1977  
5-7-77

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 30 minutes A. M. 22 day of Aug. 1975, and that the same has been recorded in Book 184 Page 511 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 25 day of Aug. 1975.

Fees \$5.00 pd.

SEAL H.G. Ferguson CLERK



Appointment of Substitute Trustee of this instrument Recorded in Real Estate To  
 Book No. 447 Page 121  
 This 2 day of Sept 1988  
W. Davis by K. Colson  
PC

Subordination Agreement  
 of this instrument Recorded in  
Real Estate To Book  
 No. 190 Page 304  
 This the 9 day of Sept. 1975  
H. J. Ferguson  
CLerk

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**DEED OF TRUST**

THIS DEED OF TRUST is made this 20th day of AUGUST, 1975, among the Grantor, JAMES W. AMOS and wife, BARBARA AMOS, (herein "Borrower"),  
Joe M. Hudspeth, (herein "Trustee"),  
 and the Beneficiary, NORTH MISSISSIPPI SAVINGS & LOAN ASSOCIATION, a corporation organized and existing under the laws of The State of Mississippi, whose address is Hernando, Mississippi, (herein "Lender").

BORROWER, in consideration of the indebtedness herein recited and the trust herein created, irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the County of DeSoto, State of Mississippi; and in the Town of Olive Branch, Mississippi:

A parcel of land situated in Section 34, Township 1, Range 6, DeSoto County, Mississippi, being the West 50 feet to Lot 4 of Block 8 of the Town of Olive Branch, Mississippi as the same appeared from the official map of said Town prepared by St. George Richardson, dated October, 1937, of record in the office of the Chancery Court Clerk of said County and more particularly described as beginning at a point in the center of Mt. Pleasant Street, said point being the Northwest corner of said Lot 4 and said point being 642.3 feet West of the center of the Frisco Railroad as measured along center of Mt. Pleasant Street; thence Southwestwardly with the West line of said Lot 4 a distance of 138 feet to an old iron pin; said pin being the Southwest corner of said Lot 4; thence Eastwardly with the South line of Lot 4 a distance of 50 feet to an iron pin; thence Northwestwardly a distance of 142.6 feet to a point in the center of Mt. Pleasant Street, the North line of said Lot 4, 50 feet East of the Northwest corner of said Lot 4; thence Westwardly with center of Mt. Pleasant Street to the North line of Lot 4, a distance of 50 feet to the point of beginning.

CANCELLED BY AUTHORITY RECORDED IN BOOK

472 PAGE 449  
 THIS 23rd DAY OF May 1989  
W.C. Davis  
by D. Taylor, D.C.

Record of this instrument Recorded in  
Real Estate To Book  
 No. 299 Page 705  
 This the 5 day of July 1983  
H. J. Ferguson  
CLerk

(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 September 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.

**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.

*James W. Amos*  
JAMES W. AMOS — Borrower

*Barbara Amos*  
BARBARA AMOS — Borrower

111 E. Goodman Road  
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 JAMES W. AMOS, and wife, BARBARA AMOS, who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and seal of office, on this the 20<sup>th</sup> day of AUGUST A.D., 1975.

My Commission expires: Nov. 24, 1975

*Louella C. Perry*  
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. 22 day of Aug. 1975 and that the same has been recorded in Book No. \_\_\_\_\_

STATE OF MISSISSIPPI, DESOTO COUNTY  
I certify that the within instrument was filed for record at 10 o'clock 30 minutes A. M. 22 day of August 1975, and that the same has been recorded in Book 189 Page 513 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 25 day of August 1975.

Fees \$ 5.00 pd.

SEAL *H. P. Ferguson* CLERK

Appointment of Successor Trustee of this instrument recorded in Real Estate 710  
Book No. 295 Page 429  
This 13 day of April 19 83  
H. Y. Ferguson Clerk

USDA-FHA  
Form FHA 427-1 MS  
(Rev. 9-7-71)

Position 8

REAL ESTATE DEED OF TRUST FOR MISSISSIPPI  
(INSURED LOANS TO INDIVIDUALS)

THIS INDENTURE, made and entered into this day, August 20, 1975,  
(Date)

by and between the undersigned THOMAS C. HILLYER and wife, BRENDA P. HILLYER

residing in Walls, DeSoto County, Mississippi, whose post office

address is 5203 Caroline Drive, Walls Mississippi 38680,

grantor(s), herein called "Borrower," and

Aaron R. Goolsby

FULLY PAID AND SATISFIED  
DATE 4/19/89  
UNITED STATES OF AMERICA  
RURAL DEVELOPMENT  
BY [Signature]  
Community Development Mgr.  
PURSUANT TO AUTHORITY  
CONTAINED IN 31.F.R.14109

ATTEST  
W. E. Davis CHANCERY CLERK  
by P. Starkey

as trustee, herein called "Trustee," and the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture, beneficiary, herein called the "Government," WITNESSETH THAT:

WHEREAS, Borrower is justly indebted to the Government as evidenced by one or more certain promissory note(s) or assumption agreement(s), herein called "note" (if more than one note is described below, the word "note" as used herein shall be construed as referring to each note singly or all notes collectively, as the context may require), said note being executed by Borrower, being payable to the order of the Government in installments as specified therein, authorizing acceleration of the entire indebtedness at the option of the Government upon any default by Borrower, and being further described as follows:

<u>Date of Instrument</u>	<u>Principal Amount</u>	<u>Annual Rate of Interest</u>	<u>Due Date of Final Installment</u>
August 20, 1975	\$22,690.00	8 1/2%	August 20, 2008

And the note evidences a loan to Borrower, and the Government, at any time, may assign the note and insure the payment thereof pursuant to the Consolidated Farmers Home Administration Act of 1961, or Title V of the Housing Act of 1949;

And when payment of the note is insured by the Government, the Government may retain the right to a specified portion of the payments on the note;

And a condition of the insurance of payment of the note will be that the holder will forego his rights and remedies against Borrower and any others in connection with the loan evidenced thereby, as well as any benefit of this instrument, and will accept the benefits of such insurance in lieu thereof, and upon the Government's request will assign the note to the Government;

And it is the purpose and intent of this instrument that, among other things, at all times when the note is held by the Government, or in the event the Government should assign this instrument without insurance of the note, this instrument shall secure payment of the note; but when the note is held by an insured holder, this instrument shall not secure payment of the note or attach to the debt evidenced thereby, but as to the note and such debt shall constitute an indemnity mortgage to secure the Government against loss under its insurance contract by reason of any default by Borrower;

NOW, THEREFORE, in consideration of the loan(s), Borrower does hereby grant, bargain, sell, convey, and assign unto trustee with general warranty the following-described property situated in the State of Mississippi, County(ies) of DeSoto

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 said County, in Plat Book 10, Pages 32 and 33.

Subject to the following exceptions:

- (1) The restrictive covenants contained in instrument executed by DeSoto Development Corporation, Owner, filed for record October 9, 1972, in the office of the Chancery Clerk of DeSoto County, Mississippi, and recorded in said office in Plat Book 10, Pages 32 and 33. The policy (when written) further insures that the said restrictive covenants do not contain a reversionary or forfeiture clause, the provisions thereof have not been violated to date, and any future violation thereof will not cause a reversion or forfeiture of the title and will not affect the validity or priority of the lien hereby insured.
- (2) Taxes for the year 1975, not yet due and payable.
- (3) Rights of Way Instrument executed by DeSoto Development Corporation to Mississippi Power & Light Company, dated September 5, 1972; ten foot utility easement along the rear lot line as recorded in Book 80, Page 348; and a five foot utility easement along both side lot lines as recorded in Book 100, Page 377; both in the office of the Chancery Clerk of DeSoto County, Mississippi.
- (4) Rights of way for public roads and public utilities.
- (5) Subdivision and zoning regulations in effect in DeSoto County, Mississippi.
- (6) Mechanics' and materialmen's lien claims not shown of record.
- (7) Any unrecorded rights of way and/or easements.

together with all rights, interests, easements, hereditaments and appurtenances thereto belonging, the rents, issues, and profits thereof and revenues and income therefrom, all improvements and personal property now or later attached thereto or reasonably necessary to the use thereof, including, but not limited to, ranges, refrigerators, clothes washers, clothes dryers, or carpeting purchased or financed in whole or in part with loan funds, all water, water rights, and water stock pertaining thereto, and all payments at any time owing to Borrower by virtue of any sale, lease, transfer, conveyance, or condemnation of any part thereof or interest therein-all of which are herein called "the property";

IN TRUST, NEVERTHELESS, (a) at all times when the note is held by the Government, or in the event the Government should assign this instrument without insurance of the payment of the note, to secure prompt payment of the note and any renewals and extensions thereof and any agreements contained therein, including any provision for the payment of an insurance or other charge, (b) at all times when the note is held by an insured holder, to secure performance of Borrower's agreement herein to indemnify and save harmless the Government against loss under its insurance contract by reason of any default by Borrower, and (c) in any event and at all times to secure the prompt payment of all advances and expenditures made by the Government, with interest, as hereinafter described, and the performance of every covenant and agreement of Borrower contained herein or in any supplementary agreement.

BORROWER for himself, his heirs, executors, administrators, successors and assigns COVENANTS AND AGREES as follows:

(1) To pay promptly when due any indebtedness to the Government hereby secured and to indemnify and save harmless the Government against any loss under its insurance of payment of the note by reason of any default by Borrower. At all times when the note is held by an insured holder, Borrower shall continue to make payments on the note to the Government, as collection agent for the holder.

(2) To pay to the Government such fees and other charges as may now or hereafter be required by regulations of the Farmers Home Administration.

(3) At all times when the note is held by an insured holder, any amount due and unpaid under the terms of the note to which the holder is entitled may be paid by the Government to the holder of the note for the account of Borrower. Any amount due and unpaid under the terms of the note, whether it is held by the Government or by an insured holder, may be credited by the Government on the note and thereupon shall constitute an advance by the Government for the account of Borrower. Any advance by the Government as described in this paragraph shall bear interest at the note rate from the date on which the amount of the advance was due to the date of payment to the Government, provided that Borrower shall be required to pay interest on only the principal portion of such advance unless otherwise provided in the regulations of the Farmers Home Administration.

(4) Whether or not the note is insured by the Government, the Government may at any time pay any other amounts required herein to be paid by Borrower and not paid by him when due, as well as any costs and expenses for the preservation, protection, or enforcement of this lien, as advances for the account of Borrower. All such advances shall bear interest at the rate borne by the note which has the highest interest rate.

(5) All advances by the Government as described in this instrument, with interest, shall be immediately due and payable by Borrower to the Government without demand at the place designated in the latest note and shall be secured hereby. No such advance by the Government shall relieve Borrower from breach of his covenant to pay. Any payment made by Borrower may be applied on the note or any indebtedness to the Government secured hereby, in any order the Government determines.

- (6) To use the loan evidenced by the note solely for purposes authorized by the Government.
- (7) To pay when due all taxes, liens, judgments, encumbrances, and assessments against the property and promptly deliver to the Government without demand receipts evidencing such payments.
- (8) To keep the property insured as required by and under insurance policies approved by, delivered to, and retained by the Government.
- (9) To maintain improvements in good repair and make repairs required by the Government; operate the property in a good and husbandlike manner; comply with such farm conservation practices and farm and home management plans as the Government from time to time may prescribe; and not to abandon the property, or cause or permit waste, leasing or impairment of the security covered hereby, or, without the written consent of the Government, cut, remove, or lease any timber, gravel, oil, gas, coal, or other minerals except as may be necessary for ordinary domestic purposes.
- (10) To comply with all laws, ordinances, and regulations affecting the property.
- (11) To pay or reimburse the Government for expenses reasonably necessary or incidental to the protection of the lien and priority hereof and to the enforcement of or the compliance with the provisions hereof and of the note and any supplementary agreement (whether before or after default), including but not limited to costs of evidence of title to and survey of the property, costs of recording this and other instruments, attorneys' fees, trustees' fees, court costs, and expenses of advertising, selling, and conveying the property.
- (12) Neither the property nor any portion thereof or interest therein shall be leased, assigned, sold, transferred, or encumbered, voluntarily or otherwise, without the written consent of the Government. The Government shall have the sole and exclusive rights as mortgagee hereunder, including but not limited to the power to grant consents, partial releases, subordinations, satisfaction, and no insured holder shall have any right, title or interest in or to the lien or any benefits hereof.
- (13) At all reasonable times the Government and its agents may inspect the property to ascertain whether the covenants and agreements contained herein or in any supplementary agreement are being performed.
- (14) The Government may extend and defer the maturity of and renew and reamortize the debt evidenced by the note or any indebtedness to the Government secured hereby, release from liability to the Government any party so liable thereon, release portions of the property from and subordinate the lien hereof, and waive any other rights hereunder, without affecting the lien or priority hereof or the liability to the Government of Borrower or any other party for payment of the note or indebtedness secured hereby except as specified by the Government in writing.
- (15) If at any time it shall appear to the Government that Borrower may be able to obtain a loan from a production credit association, a Federal land bank, or other responsible cooperative or private credit source, at reasonable rates and terms for loans for similar purposes and periods of time, Borrower will, upon the Government's request, apply for and accept such loan in sufficient amount to pay the note and any indebtedness secured hereby and to pay for any stock necessary to be purchased in a cooperative lending agency in connection with such loan.
- (16) The power to appoint a substitute trustee is hereby granted to the Government and its assigns, to be exercised at any time hereafter, without notice and without specifying any reason therefor, by filing for record in the office where this instrument is recorded an instrument of appointment, whereupon the substitute trustee shall succeed to all the estates, rights, powers, and trusts herein granted to or vested in Trustee, and the former trustee or substitute trustee shall be divested thereof; and notice of the exercise of this power and any requirement of, or right to require, a bond from any trustee hereunder, are hereby waived.
- (17) Default hereunder shall constitute default under any other real estate, or under any personal property or other, security instrument held or insured by the Government and executed or assumed by Borrower, and default under any such other security instrument shall constitute default hereunder.
- (18) SHOULD DEFAULT occur in the performance or discharge of any obligation secured by this instrument, or should any one of the parties named as Borrower die or be declared an incompetent, a bankrupt, or an insolvent, or make an assignment for the benefit of creditors, the Government, at its option, with or without notice, may: (a) declare the entire amount unpaid under the note and any indebtedness to the Government hereby secured immediately due and payable, (b) for the account of Borrower incur and pay reasonable expenses for repair or maintenance of and take possession of, operate or rent the property, (c) upon application by it and production of this instrument, without other evidence and without notice of hearing of said application have a receiver appointed for the property, with the usual powers of receivers in like cases, and (d) authorize and request Trustee to foreclose this instrument and sell the property as provided by law.
- (19) Upon default aforesaid, at the request of the Government, Trustee may foreclose this instrument by advertisement and sale of the property as provided by law, for cash or secured credit at the option of the Government, personal notice of which sale need not be served on Borrower; such sale may be adjourned from time to time without other notice than oral proclamation at the time and place appointed for such sale and correction made on the posted notices; and at such sale the Government and its agents may bid and purchase as a stranger; Trustee at his option may conduct such sale without being personally present, through his delegate authorized by him for such purpose orally or in writing, and Trustee's execution of a conveyance of the property or any part thereof to any purchaser at foreclosure sale shall be conclusive evidence that the sale was conducted by Trustee personally or through his delegate duly authorized in accordance herewith. If the property is situated in two or more counties, the sale may be held in any one of such counties selected by the Government in its sole discretion.
- (20) The proceeds of foreclosure sale shall be applied in the following order to the payment of: (a) costs and expenses incidental 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) As against the debt evidenced by the note and any indebtedness to the Government hereby secured, with respect to the property, Borrower (a) hereby relinquishes, waives, and conveys all rights, inchoate or consummate, of descent, dower, curtesy, homestead, valuation, appraisal, and exemption, to which Borrower is or becomes entitled under the laws and constitution of the jurisdiction where the property lies, and (b) hereby agrees that any right provided by such laws or constitution for redemption or possession following foreclosure sale shall not apply, and that no right of redemption or possession shall exist after foreclosure sale.

(23) If any part of the loan for which this instrument is given shall be used to finance the purchase, construction or repair of property to be used as an owner-occupied dwelling (a) neither he nor anyone authorized to act for him will, after receipt of a bona fide offer, refuse to negotiate for its sale or rental, or will otherwise make unavailable or deny said property, to anyone because of race, color, religion or national origin and (b) Borrower recognizes as illegal and hereby disclaims and will not comply with or attempt to enforce any restrictive covenants on said property relating to race, color, religion or national origin.

(24) This instrument shall be subject to the present regulations of the Farmers Home Administration, and to its future regulations not inconsistent with the express provisions hereof.

(25) Notices given hereunder shall be sent by certified mail, unless otherwise required by law, addressed, unless and until some other address is designated in a notice so given in the case of the Government to Farmers Home Administration, United States Department of Agriculture, at Jackson, Mississippi 39201, and in the case of Borrower to him at his post office address stated above.

WITNESS the signature(s) of Borrower the day and year first above written

*Thomas C. Hillyer*  
 Thomas C. Hillyer

*Brenda P. Hillyer*  
 Brenda P. Hillyer

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 Thomas C. Hillyer

and Brenda P. Hillyer his wife, who acknowledged that they signed and delivered the foregoing instrument on the day and year therein stated and that the same was recorded at

Given under my hand and official seal this 20th day of August 1975 at 2 o'clock P. M. 22 day of August 1975 and that the same has been recorded in Book 189 Page 517 records of REAL ESTATE TRUST DEEDS of said County.



*Thomas C. Hillyer*  
 Notary Public

Trust Deeds of said County.  
 Notary Public.  
 Witness my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_  
 \_\_\_\_\_ Clerk

A-H  
 5.00  
 pd.

GPO 324-792

STATE OF MISSISSIPPI, DESOTO COUNTY  
 I certify that the within instrument was filed for record at 2 o'clock 15 minutes P. M. 22 day of August 1975, and that the same has been recorded in Book 189 Page 517 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 25 day of August 1975.  
 Fees \$ 5.00 pd.

SEAL *H. P. Ferguson* CLERK



A.342 896

Lot 290, TL

11

(Mississippi)

ASSIGNMENT OF DEED OF TRUST

For valuable consideration the receipt of which is acknowledged, the undersigned does hereby transfer and assign unto the

BAILEY MORTGAGE COMPANY

that certain Deed of Trust executed by

WILLIAM VICTOR LINDSEY and wife, BECKY LYNN LINDSEY

to C. B. Henley, Trustee,

for the benefit of Bailey Mortgage Company,

dated June 21, 1972, securing a Note in the sum of

\$ 21,000.00, recorded in Book 144 Page 203, in

the office of the Chancery Clerk of DeSoto County, Mississippi,

together with the indebtedness secured thereby; said Deed of Trust was

assigned to Metropolitan Life Insurance Company

by Bailey Mortgage Company, by Assignment dated

June 29, 1972, recorded in Book 144, Page 550,

in the office of the aforesaid Chancery Clerk of DeSoto County, Mississippi.

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 13 TH DAY OF AUG 1975



METROPOLITAN LIFE INSURANCE COMPANY

BY T. K. Garesché  
VICE PRESIDENT

STATE OF NEW YORK  
COUNTY OF NEW YORK

Personally appeared before me, the undersigned authority, in and for the jurisdiction aforesaid, T. K. Garesché, personally known to me to be a VICE PRESIDENT of the METROPOLITAN LIFE INSURANCE COMPANY, who acknowledged that he signed and delivered the above foregoing instrument on the day and year therein mentioned, for and on behalf of the METROPOLITAN LIFE INSURANCE COMPANY and affixed thereto its corporate seal, being first authorized so to do.

GIVEN under my hand and official seal, this the 13 TH DAY OF AUG 1975

Joseph P. Bracken  
Notary Public



JOSEPH P. BRACKEN  
NOTARY PUBLIC, State of New York  
No. 41-0981019 Qual. in Queens Co.  
Certification 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 2 o'clock 15 minutes P. M. 22 day of August 1975, and that the same has been recorded in Book 189 Page 521 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 25 day of August 1975.

250

H. P. Ferguson CLERK

522

690

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST Class C

STATE OF MISSISSIPPI, }  
DeSoto County. } ss.

KNOW ALL MEN BY THESE PRESENTS; That BAILEY MORTGAGE COMPANY  
the beneficiary, does hereby certify that a certain trust deed  
bearing date the 5th day of June 1975, made and executed by NORTHWEST BUILDERS,  
INC., A Mississippi Corporation, to said mortgage company,  
the above named beneficiary, and recorded in the office of the Chancery Clerk of DeSoto  
County, in the State of Mississippi in Real Estate Trust Deed Record No. 186 on page 387  
of the Record of Trust Deeds, on the 9th 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.



BAILEY MORTGAGE COMPANY  
By: Paul J. Salvo  
(Name) Paul J. Salvo, Comptroller  
(Title)

STATE OF MISSISSIPPI, }  
DeSoto County. } ss.

Personally came and appeared before me, the undersigned authority a Notary Public  
(Name) Paul J. Salvo, the (Title) Comptroller of  
in and for County and State aforesaid, BAILEY MORTGAGE COMPANY, 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 company, he being authorized so to do.



Given under my hand and seal of office this 19th day of Aug. A. D. 1975.  
(SEAL)  
Lucille Brown  
My Commission Expires Oct. 31, 1978  
NOTARY PUBLIC

LAWRENCE-GREENWOOD 27344

STATE OF MISSISSIPPI, DESOTO COUNTY  
I certify that the within instrument was filed for record at 2 o'clock  
20 minutes P. M. 22 day of August 1975, and that the same has been  
recorded in Book 189 Page 522 records of REAL ESTATE TRUST DEEDS  
of said County.

Witness my hand and seal this the 25 day of August 1975.  
Fees \$ 2.50 pd.

SEAL H. P. Ferguson CLERK

296

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST

Class C

STATE OF MISSISSIPPI, } ss.  
DeSoto County, }

KNOW ALL MEN BY THESE PRESENTS: That BAILEY MORTGAGE COMPANY

~~XX~~ the beneficiary, does hereby certify that a certain trust deed bearing date the 5th day of June 19 75, made and executed by NORTHWEST BUILDERS, INC., A Mississippi Corporation, to said mortgage company, the above named beneficiary, and recorded in the office of the Chancery Clerk of DeSoto County, in the State of Mississippi in Real Estate Trust Deed Record No. 186 on page 389 of the Record of Trust Deeds, on the 9th day of June 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.

BAILEY MORTGAGE COMPANY

By: [Signature]  
(Name) Paul J. Salvo, Comptroller  
(Title)

STATE OF MISSISSIPPI, } ss.  
DeSoto County, }  
Hinds

Personally came and appeared before me, the undersigned authority a Notary Public (Name) Paul J. Salvo, the (Title) Comptroller of BAILEY MORTGAGE COMPANY in and for County and State aforesaid, who acknowledged that he signed and

delivered the above and foregoing instrument on the day and date for the purpose therein mentioned as the act and deed of said company, he being authorized so to do.

Given under my hand and seal of office this 19th day of Aug. A. D. 19 75.



[Signature]  
NOTARY PUBLIC

My Commission Expires: Oct. 31, 1978  
My Commission Expires:

LAWRENCE-GRESHAM 87844

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 2 o'clock 20 minutes P M. 22 day of August 1975, and that the same has been recorded in Book 189 Page 523 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 25 day of August 1975.

Fees \$ 2.50 pd.

SEAL [Signature] CLERK

D-713644A

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 27th August, 1970, and given by James P. Bailey and wife, Angela K. Bailey, to George S. Sanders, Jr trustee, for the benefit of Colonial Savings & Loan and now owned by the undersigned and which instrument is recorded in Book 120 at Page 39 in your office, same having been fully paid and satisfied.

EXECUTED this 30th day of July, 1975.

Bradley Mortgage Company  
By Charter Amendment  
Fidelity Mortgage Company  
A Mississippi Corporation

By: Robert Denny  
S. VICE President

ATTEST:  
Eidna 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 EIDNA KIRBY the SENIOR VICE PRESIDENT and ASSISTANT SECRETARY TREASURER, respectively, of the above corporation who acknowledged that they, being first fully authorized so to do, did, on the day and date set out herein, sign, execute, attach the corporate seal, and deliver the within and foregoing instrument for and on behalf of said corporation.

WITNESS my hand and seal of office, this 30th day of July, 1975.



Robert O. Denny  
NOTARY PUBLIC

My Commission Expires:

STATE OF MISSISSIPPI, DESOTO COUNTY  
I certify that the within instrument was filed for record at 3 o'clock 50 minutes P M. 22 day of August 1975, and that the same has been recorded in Book 189 Page 524 records of REAL ESTATE TRUST DEEDS of said County.  
Witness my hand and seal this the 25 day of August 1975.  
Fees \$ 2.50 pd.

H. P. Ferguson, CLERK

*Release of Assignment*  
CANCELLED BY AUTHORITY RECORDED IN BOOK  
197 PAGE 616  
THIS 26 DAY OF March 1976  
*H. B. Ferguson*  
CHANCERY CLERK

KENNETH W. MILLER, SR., ET UX, GRANTORS )  
TO )  
THE HERNANDO BANK, GRANTEE )

ASSIGNMENT

For and in consideration of Ten Dollars (\$10.00), cash in hand paid, receipt and sufficiency of which is hereby acknowledged, we, Kenneth W. Miller, Sr. and wife, Sue S. Miller, do hereby sell, assign and set over unto The Hernando Bank, all of our right, title and interest in and to that certain promissory note from Curtis R. Usry to ourselves dated August 19, 1974 and the Deed of Trust of even date therewith, filed for record at 4:45 o'clock P. M. August 19, 1974 and recorded in Land Trust Deed Book 178, page 521 in the office of the Chancery Clerk of DeSoto County, Mississippi.

The purpose of this assignment is to induce The Hernando Bank to make a loan and to secure the same together with all extensions thereof and the interest of the Grantors in the Deed of Trust and note hereinabove stated and identified, is made as security for The Hernando Bank in making said loan to the Grantors.

The Chancery Court Clerk of DeSoto County, Mississippi is hereby authorized and requested to note on the face of the Deed of Trust of record in Land Trust Deed Book 178, page 521 this assignment to effect the purposes hereof.

It is understood and agreed between the parties hereto with The Hernando Bank that this assignment shall be in full force and effect in all respects until cancelled on the face of the Deed of Trust of record.

Witness our signatures this the 22nd day of August, 1975.

*Kenneth W. Miller Sr.*  
*Sue S. Miller*  
Grantors

STATE OF MISSISSIPPI  
COUNTY OF DESOTO

This day personally appeared before me, the undersigned authority in and for said county and state, the within named Kenneth W. Miller, Sr. and wife, Sue S. Miller, who acknowledged that they signed and delivered the above and foregoing Assignment on the day and date therein mentioned as their free and voluntary act and deed and for the purposes therein expressed.

Given under my hand and official seal of office this the 22nd day of August, 1975.

*Kathleen S. Goodwin*  
Notary Public

My commission expires:  
January 24, 1977.



STATE OF MISSISSIPPI, DESOTO COUNTY  
I certify that the within instrument was filed for record at 4 o'clock 05 minutes P M. 22 day of August 1975, and that the same has been recorded in Book 189 Page 525 Records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 25 day of August 1975.

2.50 pd.

SEAL *H. B. Ferguson* CLERK

526

33705

13838

D 25199

This instrument prepared by:

### TRUST DEED RELEASE

WHEREAS, By the hereinafter described trust deed, heretofore recorded in the Register's Office of Shelby County, Tennessee, certain real property was conveyed by the hereinafter named grantor, to Delta Title Company

as Trustee, for the purpose of securing the payment and indebtedness evidenced by notes fully described in such trust deed; and

WHEREAS, All of the notes described in and secured by said trust deed have been paid in full, and there is nothing due or owing on said indebtedness nor under the terms and provisions of said trust deed; and

WHEREAS, Said trust deed are briefly described as follows, to-wit:

GRANTOR	Date of Instrument	Recorded	Description of Property
REED, RONALD W. & JUDY FAYE	7/11/67	Book 96 Page 155	6084 Cedarbrush Dr. Southaven, Miss.

NOW, THEREFORE, in consideration of the premises the undersigned THE SAVINGS BANK OF UTICA as legal owner and holder of the notes secured by said trust deed, acknowledges full payment and satisfaction thereof, and hereby releases and discharges the lien of said trust deed, and to this end quit claim— and convey— unto said grantor and 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 SAVINGS BANK OF UTICA covenants with the said grantor that it the legal owner and holder of the notes described in and secured by said trust deed, and that it has the lawful right to release and discharge the lien thereof.

IN WITNESS WHEREOF the said THE SAVINGS BANK OF UTICA 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) on the 7th day of August, 19 75.

THE SAVINGS BANK OF UTICA

Asst. Treasurer

STATE OF TENNESSEE  
COUNTY OF SHELBY

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared \_\_\_\_\_ to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as \_\_\_\_\_ free act and deed.

WITNESS my hand and Notarial Seal at office the day and year above written.

My commission expires \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_ Notary Public

STATE OF ~~TENNESSEE~~ NEW YORK  
COUNTY OF ~~SHELBY~~ ONEIDA

Before me, a Notary Public in and for said State and County duly commissioned and qualified, personally appeared Megan L. Davies with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the Asst. Treas. President of the THE SAVINGS BANK OF UTICA the within named bargainer, a corporation, and that he as such Asst. Treas. 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 Asst. Treasurer President her \_\_\_\_\_ this 7th day of August, 19 75.

WITNESS my hand and seal at office in Utica, New York

MARY A. BOLTON

Notary Public in the State of New York  
day of August 19 75

Notary Public

My Commission Expires Mar. 28, 76  
\* 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 3 o'clock 50 minutes P M. 22 day of August 1975, and that the same has been recorded in Book 189 Page 526 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 25 day of August 1975.

Fees \$ 2.50 pd.

SEAL H. P. Ferguson CLERK

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST

Class C

STATE OF MISSISSIPPI, }  
DeSoto County. }

KNOW ALL MEN BY THESE PRESENTS: That Edwin C. Hardin  
of Southaven Realty Company the beneficiary, does hereby certify that a certain trust deed  
bearing date the 15th day of April 1974 made and executed by Jerry W. Eddleman  
& Wife, Dorothy F. Eddleman, Southaven, Mississippi to Edwin C. Hardin  
the above named beneficiary, and recorded in the office of the Chancery Clerk of Desoto  
County, in the State of Mississippi in Real Estate Trust Deed Record No. 174 on page 567  
of the Record of Trust Deeds, on the 2nd day of May A. D. 1974 is now fully paid  
and satisfied; and I do hereby authorize the Clerk of the Chancery Court of said Desoto  
County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of  
said County also as provided by law.

Virginia Berryman  
Virginia Berryman  
Dorothy R. Martin  
Dorothy R. Martin

STATE OF MISSISSIPPI, }  
DeSoto County. }

Personally came and appeared before me, the undersigned authority Notary Public  
in and for County and State aforesaid Virginia Berryman & Dorothy R. Martin who acknowledged that they signed and  
delivered the above and foregoing instrument on the day and date for the purpose therein mentioned.

Given under my hand and seal of office this 15th day of August 1975

NOTARY PUBLIC, MISSISSIPPI, Code Sec. 11, 1978

Delores Banks



STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 3 o'clock  
50 minutes P. M. 22 day of Aug. 1975, and that the same has been  
recorded in Book 189 Page 527 records of REAL ESTATE TRUST DEEDS  
of said County.

Witness my hand and seal this the 25 day of August 1975.

Fees \$ 2.50 pd.

SEAL H. P. Ferguson, CLERK

528  
THIS Deed of Trust is being re-recorded to add property address under the signature lines.

### DEED OF TRUST

THIS DEED OF TRUST is made this 7th day of AUGUST, 1975, among the Grantor, DENNY J. BURNS and wife, VIRGINIA C. BURNS,

Joe M. Hudspeth, (herein "Borrower"),

and the Beneficiary, NORTH MISSISSIPPI SAVINGS & LOAN ASSOCIATION, a corporation organized and existing under the laws of The State of Mississippi, whose address is

Hernando, Mississippi, (herein "Lender").

BORROWER, in consideration of the indebtedness herein recited and the trust herein created, irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the County of DeSoto, State of Mississippi:

Lots 330 and 331, Section B, Lake O' the Hills Subdivision as per plat thereof recorded in Plat Book 2, Pages 35-36 in the office of the Chancery Clerk of DeSoto County, Mississippi, to which recorded plat reference is made for a more particular description. Said lots being situated in Section 19, Township 3, Range 9.

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 Nineteen Thousand Eight 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 August 1, 1995; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Deed of Trust; and the performance of the covenants and agreements of Borrower herein contained; and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances").

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any easements and restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.



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 De Soto County as Trustee designates in the notice of sale in one or more parcels and in such order as Trustee may determine. Lender or Lender's designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property so sold without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all costs and expenses of the sale, including, but not limited to, reasonable Trustee's and attorney's fees and costs of title evidence; (b) to all sums secured by this Deed of Trust; and (c) the excess, if any, to the person or persons legally entitled thereto.

**19. Borrower's Right to Reinstate.** Notwithstanding Lender's acceleration of the sums secured by this Deed of Trust, Borrower shall have the right to have any proceedings begun by Lender to enforce this Deed of Trust discontinued at any time prior to sale of the Property pursuant to the power of sale contained in this Deed of Trust or at any time prior to entry of a judgment enforcing this Deed of Trust if: (a) Borrower pays Lender all sums which would be then due under this Deed of Trust, the Note and notes securing Future Advances, if any, had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Deed of Trust; (c) Borrower pays all reasonable expenses incurred by Lender and Trustee in enforcing the covenants and agreements of Borrower contained in this Deed of Trust and in enforcing Lender's and Trustee's remedies as provided in paragraph 18 hereof, including reasonable attorney's fees; and (d) Borrower takes such action as Lender may reasonable require to assure that the lien of this Deed of Trust, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Deed of Trust shall continue unimpaired. Upon such payment and cure by Borrower, this Deed of Trust and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

**20. Assignment of Rents; Appointment of Receiver; Lender in Possession.** As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 18 hereof or abandonment of the Property, Lender, in person, by agent or by judicially appointed receiver shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the Receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Deed of Trust. Lender and the receiver shall be liable to account only for those rents actually received.

**21. Future Advances.** Upon request of Borrower, Lender, at Lender's option prior to release of this Deed of Trust, may make Future Advances to Borrower. Such Future Advances, with interest thereon, shall be secured by this Deed of Trust when evidenced by promissory notes stating that said notes are secured hereby.

**22. Release.** Upon payment of all sums secured by this Deed of Trust, Lender or Trustee shall cancel this Deed of Trust without charge to Borrower. If Trustee is requested to cancel this Deed of Trust, all notes evidencing indebtedness secured by this Deed of Trust shall be surrendered to Trustee.

**23. Substitute Trustee.** Lender at Lender's option may from time to time remove Trustee and appoint a successor Trustee to any Trustee appointed hereunder by instrument recorded in the county in which this Deed of Trust is recorded. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon the Trustee herein and by applicable law.

IN WITNESS WHEREOF, Borrower has executed this Deed of Trust.

*Denny J. Burns*  
DENNY J. BURNS - Borrower  
*Virginia C. Burns*  
VIRGINIA C. BURNS - Borrower  
Rt. 1, Box L 330 & 331

Hernando, Mississippi 38632  
Property Address

STATE OF MISSISSIPPI, DESOTO COUNTY SS:

Personally appeared before me, the undersigned authority in and for said County and State, the within named DENNY J. BURNS and wife, VIRGINIA C. BURNS, who acknowledged that they signed and delivered the foregoing instrument on the 22 day and year therein mentioned.

Given under my hand and seal of office, on this the 22 day of AUGUST, A.D., 19 75.



My Commission expires:

*Rebecca Kelly*  
REBECCA KELLY, Notary Public, DeSOTO COUNTY  
I certify that the within instrument was filed for record at 3 o'clock and 50 minutes P M 22 day of Aug, 19 75 and that the same has been recorded in Book No. 189 Page 528 records of Real Estate Trust Deeds of said County.

STATE OF MISSISSIPPI, DeSOTO COUNTY  
I certify that the within instrument was filed for record at 1 o'clock and 30 minutes P M 22 day of Aug, 19 75

STATE OF MISSISSIPPI, DESOTO COUNTY  
I certify that the within instrument was filed for record at 3 o'clock 30 minutes P M 22 day of Aug, 1975, and that the same has been recorded in Book 189 Page 528 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 25 day of August, 1975.

Fee \$ 5.00 pd.

SEAL *H. P. Ferguson* CLERK

532

Fed. Nat'l. Onto. Assoc.  
Assignment of this instrument Recorded in  
Real Estate T 110 Book  
No. 190 Page 532  
This the 18 day of Sept. 1975  
H. S. Ferguson Clerk

PREPARED BY  
MORRIS WHITMAN, ATTY.  
4041 Knight Arnold Road  
Memphis, Tenn. 38118

VA Form 28-2811 (Home Loan)  
Revised December 1974. Use Op-  
tional Section 1010, Title 28,  
U.S.C. Acceptable to Federal  
National Mortgage Association.

MISSISSIPPI

D-70956 LL

# DEED OF TRUST

THIS DEED OF TRUST, made and entered into this 19th day of August, 1975, by and between

TERRY LYNN ADAMS and wife, MARY DONNA ADAMS

, hereinafter called the Grantor;  
DELTA TITLE COMPANY, hereinafter called the Trustee, and NATIONAL MORTGAGE COMPANY

and existing under the laws of STATE OF TENNESSEE, a corporation organized  
post-office address at 4041 KNIGHT ARNOLD ROAD, having its principal office and  
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 18, Section "A", Revised, SOUTHAVEN Subdivision, in Section 14, Township 1 South, Range 8 West, as shown on plat of record in Plat Book 2, Pages 4-5, 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 July 8, 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 due for such guaranty, the mortgage herein may, at the option of the Trustee, be secured by this mortgage to the extent of the amount of such guaranty. The mortgage herein shall remain in full force and effect until the date the Veterans Administration issues the guaranty of the loan. In the event the Veterans Administration fails to issue its guaranty of the loan within the sixty-day period, the Trustee shall have the right to foreclose on the loan immediately and without notice to the Grantor.

The holders of the indebtedness described herein shall have the right at any time to require the Grantor to pay to the holder of the indebtedness in full or to the order of the holder of the indebtedness, a sum equal to the amount of the unpaid principal and interest on the indebtedness. In the event the holder of the indebtedness requires such a sum and same is available to the National Flood Insurance Act or any other act of Congress, the holder of the indebtedness shall have the right to require the Grantor to pay to the holder of the indebtedness the amount of such sum and to be paid to the holder of the indebtedness in full or to the order of the holder of the indebtedness.

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  
719 PAGE 469  
THIS 10 DAY OF Aug. 1974  
W. E. Adams  
By B. Cleveland or

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 AND NO/100--Dollars (\$ 23,500.00-- ), with interest from date at the rate of EIGHT AND ONE HALF -- per centum (8 1/2 % ) per annum on the balance remaining from time to time unpaid; principal and interest being payable at the office of 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 ONE HUNDRED EIGHTY AND 72/100 Dollars (\$ 180.72----- ), commencing on the first day of OCTOBER , 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 SEPTEMBER , 2005 .

The Grantor, in order more fully to protect the security of this Deed of Trust, does hereby covenant and agree as follows:

1. He will pay all and singular the principal and interest and other sums of money payable by virtue of the note secured hereby and of this lien, at the times and in the manner in said note and hereinafter provided. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one hundred dollars (\$100.00), whichever is less.

2. Together with and in addition to the monthly payments of principal and interest payable under the terms of the note secured hereby, he will pay to the Beneficiary as trustee (under the terms of this trust as herein stated), on the first day of each month until the note is fully paid:

- (a) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable to renew the policies of fire and other hazard insurance on the premises covered by this Deed of Trust, plus taxes and assessments next due on these premises (all as estimated by the Beneficiary, and of which Grantor is notified) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by the Beneficiary in trust to pay said ground rents, premiums, taxes, and special assessments.
- (b) The aggregate of the amounts payable pursuant to subparagraph (a) and those payable on the note secured hereby, shall be paid in a single payment each month, to be applied to the following items in the order stated:
  - (i) ground rents, if any, taxes, special assessments, fire and other hazard insurance premiums;
  - (ii) interest on the note secured hereby; and
  - (iii) amortization of the principal of said note.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Grantor prior to the due date of the next such payment, constitute an event of default under this Deed of Trust. At Beneficiary's option, Grantor will pay a "late charge" not exceeding four per centum (4%) of any installment when paid more than fifteen (15) days after the due date thereof to cover the extra expense involved in handling delinquent payments, but such "late charge" shall not be payable out of the proceeds of any sale made to satisfy the indebtedness secured hereby, unless such proceeds are sufficient to discharge the entire indebtedness and all proper costs and expenses secured thereby.

3. If the total of the payments made by the Grantor under (a) of paragraph 2 preceding shall exceed the amount of payments actually made by the Beneficiary as trustee for ground rents, taxes, or assessments, or insurance premiums, as the case may be, such excess shall be credited on subsequent payments to be made by the Grantor for such items or, at Beneficiary's option as trustee, shall be refunded to Grantor. If, however, such monthly payments shall not be sufficient to pay such items when the same shall become due and payable, then the Grantor shall pay to the Beneficiary as trustee any amount necessary to make up the deficiency. Such payments shall be made within thirty (30) days after written notice from the Beneficiary stating the amount of the deficiency, which notice may be given by mail. If at any time the Grantor shall tender to the Beneficiary, in accordance with the provisions thereof, the full payment of the entire indebtedness represented thereby, the Beneficiary shall as trustee, in computing the amount of such indebtedness, credit to the account of the Grantor any credit balance remaining under the provisions of (a) of paragraph 2 hereof. If there shall be a default under any of the provisions of this Deed of Trust resulting in a public sale of the premises covered hereby or if the Beneficiary acquires the property otherwise after default, the Beneficiary shall apply,

as trustee at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the amount then remaining to credit of Grantor under (a) of paragraph 2 preceding, as a credit on the interest accrued and unpaid and the balance to the principal then remaining unpaid on the note secured hereby.

4. The lien of this instrument shall remain in full force and effect during any postponement or extension of the time of payment of the indebtedness or any part thereof secured hereby.

5. He will pay all and singular the costs, charges and expenses, including reasonable attorney's fees incurred by Beneficiary because of the failure on the part of the Grantor to conform and comply with his obligations and duties under the term of the note secured hereby and of this Deed of Trust; and if such failure results in a sale under a foreclosure hereof, said fee shall be ten per centum (10 %) of the total indebtedness as of the date of sale.

6. Upon the request of the Beneficiary the Grantor shall execute and deliver a supplemental note or notes for the sum or sums advanced by the Beneficiary for the alteration, modernization, improvement, maintenance, or repair of said premises, for taxes or assessments against the same and for any other purpose authorized hereunder. Said note or notes shall be secured hereby on a parity with and as fully as if the advance evidenced thereby were included in the note first described above. Said supplemental note or notes shall bear interest at the rate provided for in the principal indebtedness and shall be payable in approximately equal monthly payments for such period as may be agreed upon by the creditor and debtor. Failing to agree on the maturity, the whole of the sum or sums so advanced shall be due and payable thirty (30) days after demand by the creditor. In no event shall the maturity extend beyond the ultimate maturity of the note first described above.

7. He will not commit, permit, or suffer waste, impairment, or deterioration of said property or any part thereof, and in the event of the failure of the Grantor to keep the buildings and other improvements now or hereafter on said premises in good repair, the Beneficiary may make such repairs as may reasonably be deemed necessary for the proper preservation thereof, and the sums so paid shall bear interest from date at the rate provided for in the principal indebtedness, shall be payable thirty (30) days after demand, and shall be fully secured by this Deed of Trust.

8. He will continuously maintain hazard insurance, of such type or types and amounts as Beneficiary may from time to time require, on the improvements now or hereafter on said premises, and except when payment for all such premiums has theretofore been made under (a) of paragraph 2 hereof, he will pay promptly when due any premiums therefor. All insurance shall be carried in companies approved by the Beneficiary and the policies and renewals thereof shall be held by the Beneficiary and have attached thereto loss payable clauses in favor of and in form acceptable to the Beneficiary. In event of loss the Grantor will give immediate notice by mail to the Beneficiary, who may make proof of loss if not made promptly by the Grantor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Beneficiary instead of to the Grantor and the Beneficiary jointly, and the insurance proceeds, or any part thereof, may be applied by the Beneficiary at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this Deed of Trust, or other transfer of title to the said premises in extinguishment of the indebtedness secured hereby, all right, title, and interest of the Grantor in and to any insurance policies then in force shall pass to the purchaser or grantee.

9. He will pay all taxes, assessments, water rates, and other governmental or municipal charges, fines, or impositions, except when payment for all such items has theretofore been made under (a) of paragraph 2 hereof, and shall promptly deliver the official receipts therefor to the Beneficiary; and in default of such payment by the Grantor, the Beneficiary may pay the same, and any amount so paid by the Beneficiary shall then be added to the principal debt named herein and shall be secured hereby.

If the Grantor shall well and truly keep and perform all the covenants and agreements in this Deed of Trust, and in the note hereby secured and well and truly pay off and discharge the said note and other indebtedness secured hereby, then this conveyance shall be null and void, but otherwise shall remain in full force and effect and at the request of the Beneficiary, the said Trustee, or any successor appointed in his stead, shall sell the premises covered hereby at public auction for cash to the highest and best bidder, during legal hours, at any front door of the county courthouse of Desoto County, State of Mississippi, after giving notice, by advertising and posting as required by law, of the time, place, and terms of sale, and out of the proceeds arising from such sale, the said Trustee, or any successor, shall first pay all the costs and expenses of executing this Trust, including a reasonable compensation of said Trustee; next, said Trustee shall pay the balance of the indebtedness hereby secured then remaining unpaid; next, said Trustee shall reimburse the Veterans Administration for any sums paid by it on account of the guaranty or insurance of the indebtedness secured hereby; and lastly, any balance remaining in the hands of said Trustee shall be paid to the Grantor. The Beneficiary, or any subsequent holder of the note is hereby authorized and empowered to appoint and substitute another Trustee in the place of the Trustee named herein, at any time, by writing, duly signed and acknowledged and recorded in the county or counties where the premises covered hereby are situate, and such appointee shall have full power as the Trustee herein, together with all the rights and privileges thereunto belonging. If the holder of the note is a corporation, its president or any vice president may select and appoint such substituted Trustee. No one exercise of this power of appointment, power of sale, or any other power or right given in this Deed of Trust shall exhaust the right to exercise such power, but all rights and powers herein given may be exercised as often as may be necessary to achieve the perfect security and the collection of the indebtedness secured by this Deed of Trust until said indebtedness is fully paid and discharged. At any sale made to enforce the Trust herein given, the Beneficiary, or any person in interest, may become a purchaser, and upon payment of the purchase price, the Trustee shall execute a deed of conveyance, which conveyance shall vest full and perfect title in such purchaser upon payment of the purchase price.

The Grantor hereby assigns to the Beneficiary any and all rents on the premises covered hereby and authorizes the Beneficiary, by its agent, to take possession of said premises at any time there is any default in the

payment of the debt hereby secured or in the performance of any obligation herein contained, and rent the same for the account of the Grantor, and to deduct from such rents all costs of collection and administration and to apply the remainder of the same on the debt hereby secured.

The Grantor further covenants and agrees that in case of a sale, as hereinabove provided, the Grantor or any person in possession under the Grantor, shall then become and be tenants holding over and shall forthwith deliver possession to the purchaser at such sale, or be summarily dispossessed in accordance with the provisions of law applicable to tenants holding over.

If the indebtedness secured hereby be guaranteed or insured under Title 38, United States Code, such Title and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Title or Regulations are hereby amended to conform thereto.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, the use of any gender shall be applicable to all genders, and the term "Beneficiary" shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

In WITNESS WHEREOF, the Grantor(s) have hereunto set their hand(s) the day and year herein first written above.

*Terry Lynn Adams*  
TERRY LYNN ADAMS

*Mary Donna Adams*  
MARY DONNA ADAMS

STATE OF ~~MISSISSIPPI~~ TENNESSEE }  
COUNTY OF ~~SHELBY~~ } ss:

Personally appeared before me *M. Valjean*, the undersigned notary public and in and for said County, the within named TERRY LYNN ADAMS and MARY DONNA ADAMS, 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 August, 1975.

*M. Valjean*

My Commission Expires June 11, 1979



STATE OF MISSISSIPPI, DESOTO COUNTY  
I certify that the within instrument was filed for record at 3 o'clock 50 minutes P. M. 22 day of Aug. 1975, and that the same has been recorded in Book 189 Page 532 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 25 day of August 1975.  
Fees \$ 5.00 pd.

SEAL *H. P. Ferguson*, CLERK

of said County, being conveyance in office on the 18th day of Aug. 1975, 25th day of Aug. 1975.

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CANCELLED BY AUTHORITY, RECORDED IN BOOK

1767 PAGE 117  
THIS 14 DAY OF July 2003  
W.E. Davis  
By M. Colvin, etc

Assignment of this Instrument Recorded in  
Real Estate T/D Book  
No. 321 Page 66  
This the 8 day of August 1975

H. H. Ferguson  
by R. Davis

### DEED OF TRUST

THIS DEED OF TRUST is made this 18th day of AUGUST, 1975, among the Grantor, Marvin R. Jones and wife Brenda Jones (herein "Borrower"), Joe M. Hudspeth (herein "Trustee"), and the Beneficiary, NORTH MISSISSIPPI SAVINGS & LOAN ASSOCIATION, a corporation organized and existing under the laws of The State of Mississippi, whose address is Hernando, Mississippi (herein "Lender").

BORROWER, in consideration of the indebtedness herein recited and the trust herein created, irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the County of DeSoto, State of Mississippi: and in the city of Olive Branch, MS.

A lot in the Southwest Quarter of Section 34, Township 1, Range 6 West, described as BEGINNING at a point in the West side of Blocker Street, said point being 312.93 feet South of the Northeast Corner of the Flora B. Pryor 3/4 acre tract, as recorded in Book 31, Page 266; thence Westwardly, along the line dividing Lots 3 and 4 of the Flora B. Pryor Subdivision as prepared by D.D. Cannon, dated April, 1965, a distance of 330 feet to an iron pin; thence Southwardly along an old fence, the East line of the Ludie Coleman tract, 109.26 feet to an iron pin; thence Eastwardly, along an old fence 330 feet to a point in the West side of Blocker Street, said point being 1,359.7 feet North of the Southeast Corner of the Southwest Quarter of the Southwest Quarter of Section 34, Township 1, Range 6 West; thence Northwardly, along the West line of Blocker Street, 104.31 feet to the point of beginning, being the same land conveyed to Carter Ray Pryor by deed dated May 7, 1965 and recorded in Book 62, Page 11 of the Warranty Deed Records of DeSoto County, Mississippi.

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-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 September 1, 2005; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Deed of Trust; and the performance of the covenants and agreements of Borrower herein contained; and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances").

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any easements and restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

Assignment of this Instrument Recorded in  
Real Estate T/D Book  
No. 335 Page 240  
This the 2 day of April 1985

A. D. Ferguson  
25.

Regions Inty de Sem 1st Comm. Co.  
ASSIGNMENT OF THIS INSTRUMENT RECORDED IN  
Real Estate BOOK  
NO. 1503 PAGE 668  
THIS THE 15 DAY OF May 2002  
W.E. Davis  
by R. Davis



**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 secured by this Deed of Trust, 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.

Marvin R. Jones  
Marvin R. Jones —Borrower

Brenda Jones  
Brenda Jones —Borrower

6271 Blocker Street  
Olive Branch, Mississippi  
Property Address

STATE OF MISSISSIPPI, DeSoto COUNTY ss:

Personally appeared before me, the undersigned authority in and for said County and State, the within named Marvin R. Jones and Brenda Jones 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 25 day of August, A.D., 19 75.

My Commission expires: 5-1-78

Rebecca Killy  
Notary Public

STATE OF MISSISSIPPI, DeSOTO COUNTY

I certify that the within instrument was filed for record at 3 o'clock and 50 minutes P. M. 22 day of Aug. 1975.

STATE OF MISSISSIPPI, DeSOTO COUNTY  
I certify that the within instrument was filed for record at 3 o'clock 50 minutes P. M. 22 day of Aug. 1975, and that the same has been recorded in Book 189 Page 536 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 25 day of August 1975.

Fees \$ 5.00 pd.

SEAL H. P. Ferguson CLERK

Assignment of this instrument Recorded in  
Real Estate TID Book  
 No. 271 Page 540 358  
 This the 19 day of April 1979  
H. S. Ferguson Clerk

548  
 Assignment of this instrument Recorded in  
 No. 1309 Page 50  
 This the 3 day of April 192001  
W & Davis  
W & Davis 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-34958-SR

THIS DEED OF TRUST, made and entered into this 8th day of AUGUST, 1975, by and between

EDWARD E. WINFORD AND WIFE, ANN H. WINFORD

PREPARED BY  
MORRIS WHITMAN, ATTY.  
 4041 Knight Arnold Road  
 Memphis, Tenn. 38118

CANCELLED BY AUTHORITY, RECORDED IN BOOK  
1309 PAGE 50  
 THIS 3 DAY OF April, 2001  
W & Davis  
W & Davis Clerk

hereinafter called the Grantor;  
NATIONAL MORTGAGE 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, 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 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 909, SECTION B, NORTH 1/4, DESOTO VILLAGE SUBDIVISION, IN SECTION 34, TOWNSHIP 1 SOUTH, RANGE 8 WEST, AS SHOWN ON PLAT OF RECORD IN PLAT BOOK 8, pages 12-15, IN THE OFFICE OF THE CHANCERY CLERK OF DESOTO COUNTY, MISSISSIPPI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Beginning at a point in the west line of Normandy Drive 662.65 feet northeastwardly from the point of intersection of said west line and the north line of Meadowbrook Drive; thence northeastwardly 68.0 feet with the west line of Normandy Drive to a point, the southeast corner of lot 910; thence northwestwardly 123.99 feet with the south line of lot 910 to an iron pipe in the east line of lot 890; thence southwestwardly 30.36 feet to an iron pipe in the northeast corner of lot 891; thence southwestwardly 31.66 feet with the east line of lot 891 to an iron pipe in the northwest corner of lot 908; thence southeastwardly 124.0 feet with the north line of lot 908 to the point of beginning, AS PER SURVEY BY ACME ENGINEERING SERVICE DATED JULY 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

and existing under the laws of NATIONAL MORTGAGE COMPANY, a corporation organized  
STATE OF TENNESSEE, the payment  
 of a certain promissory note of even date herewith in the principal sum of TWENTY FOUR THOUSAND TWO HUNDRED AND NO/100 Dollars (\$ 24,200.00 ), 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, in monthly installments of ONE HUNDRED SEVENTY THREE AND 51/100 Dollars (\$ 173.51 ), commencing on the first day of SEPTEMBER, 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 AUGUST, 2005.

The Grantor, in order more fully to protect the security of this Deed of Trust, does hereby covenant and agree as follows:

1. That he will pay all and singular the principal and interest and other sums of money payable by virtue of the note secured hereby and of this lien, at the times and in the manner in said note and hereinafter provided. Privilege is reserved to pay the debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due on the note, on the first day of any month prior to maturity; provided, however, that written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment.

2. That, together with and in addition to the monthly payments of principal and interest payable under the terms of the note secured hereby, he will pay to the Beneficiary on the first day of each month until the note is fully paid, the following sums:

- (a) An amount sufficient to provide the holder hereof with funds to pay the next mortgage insurance premium if this instrument and the note secured hereby are insured, or a monthly charge (in lieu of a mortgage insurance premium) if they are held by the Secretary of Housing and Urban Development, as follows:
- (I) If and so long as said note of even date and this instrument are insured or are reinsured under the provisions of the National Housing Act, an amount sufficient to accumulate in the hands of the holder one (1) month prior to its due date the annual mortgage insurance premium, in order to provide such holder with funds to pay such premium to the Secretary of Housing and Urban Development pursuant to the National Housing Act, as amended, and applicable Regulations thereunder; or
- (II) If and so long as said note of even date and this instrument are held by the Secretary of Housing and Urban Development, a monthly charge (in lieu of a mortgage insurance premium) which shall be in an amount equal to one-twelfth (1/12) of one-half (1/2) per centum of the average outstanding balance due on the note computed without taking into account delinquencies or prepayments;

Attempted  
 CANCELLED BY AUTHORITY, RECORDED IN BOOK  
1204 PAGE 796  
 THIS 17 DAY OF April, 2000  
W & Davis  
W & Davis CHANCERY CLERK

Attempted  
 CANCELLED BY AUTHORITY, RECORDED IN BOOK  
1174 PAGE 28  
 THIS 17 DAY OF Dec, 1999  
W & Davis  
W & Davis CHANCERY CLERK

Government Natl Mtg. Assoc  
 ASSIGNMENT OF THIS INSTRUMENT RECORDED IN  
Real Estate TID BOOK  
 NO. 673 PAGE 382  
 THIS THE 24 DAY OF Nov, 1993  
W & Davis  
W & Davis CHANCERY CLERK  
W & Davis

Nat'l Mtg Co  
 ASSIGNMENT OF THIS INSTRUMENT RECORDED IN  
Real Estate TID BOOK  
 NO. 1309 PAGE 49  
 THIS THE 3 DAY OF March, 2001  
W & Davis  
W & Davis CHANCERY CLERK  
W & Davis

(b) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable to renew the policies of fire and other hazard insurance on the premises covered by this Deed of Trust, plus taxes and assessments next due on these premises (all as estimated by the Beneficiary) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by the Beneficiary in trust to pay said ground rents, premiums, taxes, and special assessments; and

(c) All payments mentioned in the two preceding subsections of this paragraph and all payments to be made under the note secured hereby shall be added together, and the aggregate amount thereof shall be paid by the Grantor each month in a single payment to be applied by the Beneficiary to the following items in the order set forth:

- (I) premium charges under the contract of insurance with the Secretary of Housing and Urban Development, or monthly charge (in lieu of mortgage insurance premium), as the case may be;
- (II) ground rents, if any, taxes, special assessments, fire and other hazard insurance premiums;
- (III) interest on the note secured hereby; and
- (IV) amortization of the principal of said note.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Grantor prior to the due date of the next such payment, constitute an event of default under this Deed of Trust. The Beneficiary may collect a "late charge" not to exceed two cents (2c) for each dollar (\$1) of each payment more than fifteen (15) days in arrears to cover the extra expense involved in handling delinquent payments.

3. If the total of the payments made by the Grantor under (b) of paragraph 2 preceding shall exceed the amount of the payments actually made by the Beneficiary for ground rents, taxes, or assessments, or insurance premiums, as the case may be, such excess at the option of the Beneficiary, shall be credited on subsequent payments to be made by the Grantor, or refunded to the Grantor. If, however, the monthly payments made by the Grantor under (b) of paragraph 2 preceding shall not be sufficient to pay ground rents, taxes and assessments, and insurance premiums, as the case may be, when the same shall become due and payable, then the Grantor shall pay to the Beneficiary any amount necessary to make up the deficiency, on or before the date when payment of such ground rents, taxes, assessments, or insurance premiums shall be due. If at any time the Grantor shall tender to the Beneficiary, in accordance with the provisions thereof, the full payment of the entire indebtedness represented thereby, the Beneficiary shall, in computing the amount of such indebtedness, credit to the account of the Grantor all payments made under the provisions of (a) of paragraph 2 hereof which the Beneficiary has not become obligated to pay to the Secretary of housing and Urban Development, and any balance remaining in the funds accumulated under the provisions of (b) of paragraph 2 hereof. If there shall be a default under any of the provisions of this Deed of Trust resulting in a public sale of the premises covered hereby or if the Beneficiary acquires the property otherwise after default, the Beneficiary shall apply, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under (b) of paragraph 2 preceding, as a credit against the amount of principal then remaining unpaid under the note secured hereby, and shall properly adjust any payments which shall have been made under (a) of paragraph 2.

4. That he will pay all and singular the costs, charges, and expenses including a 10% attorney's fee, reasonably incurred or paid at any time by the Beneficiary, because of the failure on the part of the Grantor to perform, comply with, and abide by each and every the stipulations, agreements, conditions, and covenants of the note secured hereby and of this Deed of Trust, or either, and every such payment shall bear interest from date at the rate set forth in the note secured hereby, shall be payable on demand, and shall be fully secured by this Deed of Trust.

5. That he will not commit, permit, or suffer waste, impairment, or deterioration of said property or any part thereof, and in the event of the failure of the Grantor to keep the buildings on said premises and those to be erected on said premises, or improvements thereon, in good repair, the Beneficiary may make such repairs as in its discretion it may deem necessary for the proper preservation thereof, and the sums so paid shall bear interest from date at the rate set forth in the note secured hereby, shall be payable on demand, and shall be fully secured by this Deed of Trust.

6. That he will keep the improvements now existing or hereafter erected on the said premises, insured as may be required from time to time by the Beneficiary against loss by fire and other hazards, casualties, and contingencies, including war damage, in such amounts and for such periods as may be required by the Beneficiary and will pay promptly, when due, any premiums on such insurance provision for payment of which has not been made hereinbefore. All insurance shall be carried in companies approved by the Beneficiary and the policies and renewals thereof shall be held by the Beneficiary and have attached thereto loss payable clauses in favor of and in form acceptable to the Beneficiary. In event of loss the Grantor will give immediate notice by mail to the Beneficiary, who may make proof of loss if not made promptly by the Grantor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Beneficiary instead of to the Grantor and the Beneficiary jointly, and the insurance proceeds, or any part thereof, may be applied by the Beneficiary at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this Deed of Trust or other transfer of title to the said premises in extinguishment of the indebtedness secured hereby, all right, title, and interest of the Grantor in and to any insurance policies then in force shall pass to the purchaser or grantee.

7. That he will pay all taxes, assessments, water rates, and other governmental or municipal charges, fines, or impositions, for which provision has not been made hereinbefore, and shall promptly deliver the official receipts therefor to the Beneficiary; and in default of such payment by the Grantor, the Beneficiary may pay the same, and any amount so paid by the Beneficiary shall then be added to the principal debt named herein and shall be secured hereby.

8. That if the premises, or any part thereof, be condemned under any power of eminent domain, or acquired for a public use, the damages, proceeds, and the consideration for such acquisition, to the extent of the full amount of indebtedness upon this Deed of Trust, and the note secured hereby remaining unpaid, are hereby assigned by the Grantor to the Beneficiary and shall be paid forthwith to the Beneficiary to be applied by it on account of the indebtedness secured hereby, whether due or not.

9. The Grantor further agrees that should this Deed of Trust and the note secured hereby not be eligible for insurance under the National Housing Act within SIXTY DAYS from the date hereof (written statement of any officer of the Department of Housing and Urban Development or authorized agent of the Secretary of Housing and Urban Development dated subsequent to the SIXTY DAYS time from the date of this Deed of Trust, declining to insure said note and this Deed of Trust, being deemed conclusive proof of such ineligibility), the Beneficiary or the holder of the note may, at its option, declare all sums secured hereby immediately due and payable.

If the Grantor shall well and truly keep and perform all the covenants and agreements in this Deed of Trust, and in the note hereby secured, set forth, and well and truly pay off and discharge the said note and other indebtedness secured and intended to be secured hereby, then this conveyance shall be null and void, but otherwise shall remain in full force and effect and at the request of the Beneficiary, the said Trustee, or any successor appointed

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In his stead, shall sell the premises covered hereby at public auction for cash to the highest and best bidder, during legal hours, at any front door of the county courthouse of DESOTO County, State of Mississippi, after giving notice, by advertising and posting as required by law, of the time, place, and terms of sale, and out of the proceeds arising from such sale, the said Trustee, or any successor, shall first pay all the costs and expenses of executing this Trust, including a reasonable compensation of said Trustee; next, said Trustee shall pay the balance of the indebtedness hereby secured then remaining unpaid; and lastly, any balance remaining in the hands of said Trustee shall be paid to the Grantor. The Beneficiary, or any subsequent holder of the note, or the duly authorized Attorney-in-Fact of either, is hereby authorized and empowered to appoint and substitute another Trustee in the place of the Trustee named herein, at any time, by writing, duly signed and acknowledged and recorded in the county or counties where the premises covered hereby are situate, and such appointee shall have full power as the Trustee herein, together with all the rights and privileges thereunto belonging. No one exercise of this power of appointment, power of sale, or any other power or right given in this Deed of Trust shall exhaust the right to exercise such power, but all rights and powers herein given may be exercised as often as may be necessary to achieve the perfect security and the collection of the indebtedness secured by this Deed of Trust until said indebtedness is fully paid and discharged. At any sale had by any Trustee hereunder, the Trustee may, from time to time, adjourn said sale to a later date without readvertising the sale by giving notice of the time and place of such continued sale at the time when and where the Trustee shall make such adjournment, and at any sale made to enforce the Trust herein given, the Beneficiary, or any person in interest, may become a purchaser, and upon payment of the purchase price, the Trustee shall execute a deed of conveyance, which conveyance shall vest full and perfect title in such purchaser upon payment of the purchase price.

The Grantor hereby assigns to the Beneficiary any and all rents on the premises covered hereby and authorizes the Beneficiary, by its agent, to take possession of said premises at any time there is any default in the payment of the debt hereby secured or in the performance of any obligation herein contained, and rent the same for the account of the Grantor, and to deduct from such rents all costs of collection and administration and to apply the remainder of the same on the debt hereby secured.

The Grantor further covenants and agrees that in case of a sale, as hereinabove provided, the Grantor or any person in possession under the Grantor, shall then become and be tenants holding over and shall forthwith deliver possession to the purchaser at such sale, or be summarily dispossessed in accordance with the provisions of law applicable to tenants holding over.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, the Grantor(s) has hereunto set HIS hand(s) the day and year herein first written above.

The holders of the indebtedness described herein shall have the option at any time to require the Grantor to pay to the Holders of the indebtedness in addition to the monthly installment of principal and interest and expense of title and hazard insurance, a sum equal to one-twelfth of the premium for insurance premium in the event the Holder of the indebtedness requires a loan insurance and same is available under the National Flood Insurance Act of 1958 or subsequent similar legislation; said sum to be held as a fund without liability on the part of the Holder of the indebtedness, to be used in payment of said insurance when or as payable, if the amount so held shall at any time be insufficient to pay the insurance premium when due and payable, the Grantors shall promptly deposit the entire amount of said deficit.

Edward E. Winford  
EDWARD E. WINFORD

Ann H. Winford  
ANN H. WINFORD

STATE OF ~~MISSISSIPPI~~ TENNESSEE }  
COUNTY OF SHELBY } ss:

Personally appeared before me Albert J. Lehman, the undersigned notary public in and for the said County, the within named EDWARD E. WINFORD and ANN H. WINFORD, 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 AUGUST, 1975  
My Commission Expires April 5, 1978

Albert J. Lehman

STATE OF MISSISSIPPI }  
COUNTY OF } ss:

I, Albert J. Lehman, 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 22 day of Aug, 1975, and was recorded in Vol. 189, Page 540, Record of Deeds, pages 540, on the 25 day of August, 1975.

STATE OF MISSISSIPPI, DESOTO COUNTY  
I certify that the within instrument was filed for record at 3 o'clock P. M. 22 day of Aug, 1975, and that the same has been recorded in Book 189 Page 540 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 25 day of August, 1975.

Fee \$ 5.00 pd. SEAL H. P. Ferguson CLERK

Assignment of this Instrument Recorded in Real Estate TID Book 190 Page 301  
 No. 195 Page 59 This the 7 day of Jan. 1976  
H. S. Ferguson Clerk

### DEED OF TRUST

THIS DEED OF TRUST is made this 22 day of August, 1975, among the Grantor, David M. Brown and wife, Mary P. Brown

DeSoto Title Co. Inc. (herein "Borrower"),  
 and the Beneficiary, National Bank of Commerce (herein "Trustee"),  
 organized and existing under the laws of Tennessee, a corporation  
1 Commerce Square, Memphis, Tennessee (herein "Lender").

Borrower, in consideration of the indebtedness herein recited and the trust herein created, irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the County of DeSoto, State of Mississippi:

Lot 23, 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 to which recorded plat reference is made for a more particular description.

CANCELLED BY AUTHORITY, RECORDED IN BOOK  
686 PAGE 494  
 THIS 31st DAY OF Jan 1974  
W. E. Davis  
Chancery Clerk  
by B. Starkey 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 Thirtieth-three thousand two hundred Dollars, with interest thereon, providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on September 1, 2005; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Deed of Trust; and the performance of the covenants and agreements of Borrower herein contained; and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances").

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any easements and restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

MISSISSIPPI—PHLMC—12/71—1 to 4 Family

Modification Agreement  
 Assignment of this Instrument Recorded in Real Estate TID Book 208 Page 188  
 No. 811 Page 581 This the 4 day of Feb 1977  
H. S. Ferguson Clerk

**UNIFORM COVENANTS.** Borrower and Lender covenant and agree as follows:

**1. Payment of Principal and Interest.** Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any Future Advances secured by this Deed of Trust.

**2. Funds for Taxes and Insurance.** Subject to Lender's option under paragraphs 4 and 5 hereof, Borrower shall pay to Lender on the day monthly installments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments which may attain priority over this Deed of Trust, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender shall make no charge for so holding and applying the Funds or verifying and compiling said assessments and bills. Borrower and Lender may agree in writing at the time of execution of this Deed of Trust that interest on the Funds shall be paid to Borrower, and unless such agreement is made, Lender shall not be required to pay Borrower any interest on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Deed of Trust.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency within thirty days after notice from Lender to Borrower requesting payment thereof.

Upon payment in full of all sums secured by this Deed of Trust, Lender shall promptly refund to Borrower any Funds held by Lender.

If under paragraph 18 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Deed of Trust.

**3. Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note and on Future Advances, if any, and then to the principal of the Note and to the principal of Future Advances, if any.

**4. Charges; Liens.** Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Deed of Trust, and ground rents, if any, at Lender's option in the manner provided under Paragraph 2 hereof or by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the event Borrower shall make payment directly, Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Deed of Trust; provided, that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall in good faith contest such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.

**5. Hazard Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require; provided, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Deed of Trust.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid at Lender's option in the manner provided under paragraph 2 hereof or by Borrower making payment, when due, directly to the insurance carrier.

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender, and Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Deed of Trust is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Deed of Trust would be impaired, the insurance proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower or if Borrower fails to respond to Lender within 30 days after notice by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

If under paragraph 18 hereof the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof (to the extent of the sums secured by this Deed of Trust immediately prior to such sale or acquisition) resulting from damage to the Property prior to the sale or acquisition shall pass to Lender.

**6. Preservation and Maintenance of Property; Leaseholds; Condominiums.** Borrower shall keep the Property in good repair and shall not permit or commit waste, impairment, or deterioration of the Property and shall comply with the provisions of any lease, if this Deed of Trust is on a leasehold. If this Deed of Trust is on a condominium unit, Borrower shall perform all of Borrower's obligations under the declaration of condominium or master deed, the by-laws and regulations of the condominium project and constituent documents.



**7. Protection of Lender's Security.** If Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs. Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, shall become additional indebtedness of Borrower secured by this Deed of Trust. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate stated in the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible by applicable law. Nothing contained in this paragraph 7 shall require Lender to incur any expense or do any act hereunder.

**8. Inspection.** Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

**9. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Deed of Trust such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Deed of Trust immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to Borrower.

If the Property is abandoned by Borrower or if after notice by Lender to Borrower that the 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, upon demand on Borrower, shall sell the Property at public auction to the highest bidder for cash at such time and place in DeSoto County as Trustee designates in the notice of sale in one or more parcels and in such order as Trustee may determine. Lender or Lender's designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property so sold without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all costs and expenses of the sale, including, but not limited to, reasonable Trustee's and attorney's fees and costs of title evidence; (b) to all sums secured by this Deed of Trust; and (c) the excess, if any, to the person or persons legally entitled thereto.

**19. Borrower's Right to Reinstatement.** Notwithstanding Lender's acceleration of the sums secured by this Deed of Trust, Borrower shall have the right to have any proceedings begun by Lender to enforce this Deed of Trust discontinued at any time prior to sale of the Property pursuant to the power of sale contained in this Deed of Trust or at any time prior to entry of a judgment enforcing this Deed of Trust if: (a) Borrower pays Lender all sums which would be then due under this Deed of Trust, the Note and notes securing Future Advances, if any, had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Deed of Trust; (c) Borrower pays all reasonable expenses incurred by Lender and Trustee in enforcing the covenants and agreements of Borrower contained in this Deed of Trust and in enforcing Lender's and Trustee's remedies as provided in paragraph 18 hereof, including reasonable attorney's fees; and (d) Borrower takes such action as Lender may reasonable require to assure that the lien of this Deed of Trust, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Deed of Trust shall continue unimpaired. Upon such payment and cure by Borrower, this Deed of Trust and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

**20. Assignment of Rents; Appointment of Receiver; Lender in Possession.** As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 18 hereof or abandonment of the Property, Lender, in person, by agent or by judicially appointed receiver shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the Receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Deed of Trust. Lender and the receiver shall be liable to account only for those rents actually received.

**21. Future Advances.** Upon request of Borrower, Lender, at Lender's option prior to release of this Deed of Trust, may make Future Advances to Borrower. Such Future Advances, with interest thereon, shall be secured by this Deed of Trust when evidenced by promissory notes stating that said notes are secured hereby.

**22. Release.** Upon payment of all sums secured by this Deed of Trust, Lender or Trustee shall cancel this Deed of Trust without charge to Borrower. If Trustee is requested to cancel this Deed of Trust, all notes evidencing indebtedness secured by this Deed of Trust shall be surrendered to Trustee.

**23. Substitute Trustee.** Lender at Lender's option may from time to time remove Trustee and appoint a successor Trustee to any Trustee appointed hereunder by instrument recorded in the county in which this Deed of Trust is recorded. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon the Trustee herein and by applicable law.

IN WITNESS WHEREOF, Borrower has executed this Deed of Trust.

David M. Brown

—Borrower

Mary P. Brown

—Borrower

7800 Pravin

Horn Lake, Mississippi 38637

Property Address

STATE OF MISSISSIPPI, DeSoto COUNTY ss:

Personally appeared before me, the undersigned authority in and for said County and State, the within named David M. Brown and wife, Mary P. Brown 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 22 day of August, A.D. 19 75.

My Commission expires:

Babara Z. Crenshaw  
Notary Public



I certify that the within instrument was filed for record at 9 o'clock AM on 26 day of August, 1975.

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 9 o'clock AM on 26 day of August, 1975, and that the same has been recorded in Book 189 Page 543 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 26 day of August, 1975.

Fees \$ 5.00 pd.

SEAL H. P. Ferguson, CLERK

Assignment of this Instrument Recorded in  
Real Estate T/P Book  
No. 299 Page 705  
This the 5 day of July 19 83  
- H. M. Ferguson Clerk

CANCELLED BY AUTHORITY, RECORDED IN BOOK  
575 PAGE 592  
THIS 11th DAY OF March 19 92  
W. E. Davis  
Chancery Clerk by D. Taylor, D.C.

### DEED OF TRUST

THIS DEED OF TRUST is made this 18th day of AUGUST, 19 75, among the Grantor, KENNETH L. GARRISON and wife, DEBORAH H. GARRISON, (a/k/a Deborah Jean Hall Garrison), (herein "Borrower"), Joe M. Hudspeth, (herein "Trustee"), and the Beneficiary, NORTH MISSISSIPPI SAVINGS & LOAN ASSOCIATION, a corporation organized and existing under the laws of The State of Mississippi, whose address is Hernando, Mississippi, (herein "Lender").

BORROWER, in consideration of the indebtedness herein recited and the trust herein created, irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the County of DeSoto, State of Mississippi:

Lot No. 11, Section B, Juanita Subdivision, located in Section Thirty (30), Township Two (2), Range Seven (7) West, in DeSoto County, Mississippi, as shown on the recorded plat in the office of the Chancery Clerk of DeSoto County, Mississippi, recorded in Plat Book 8, Page 11.

Appointment of Successor Trustee of this Instrument Recorded in Real Estate T/P Book No. 478 Page 272 This 20th day of July 19 89  
W. E. Davis  
by D. Taylor, D.C. Clerk

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, royalties, (subject however to the rights and authorities given herein to Lender to collect and apply such rents), royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Deed of Trust; and all of the foregoing, together with said property (or the leasehold estate in the event this Deed of Trust is on a leasehold) are herein referred to as the "Property";

To SECURE to Lender (a) the repayment of the indebtedness evidenced by Borrower's note of even date herewith (herein "Note"), in the principal sum of Twenty Three Thousand and No/100 - - Dollars, with interest thereon, providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on September 1, 2005; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Deed of Trust; and the performance of the covenants and agreements of Borrower herein contained; and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances").

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any easements and restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's title 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.

Kenneth L. Garrison  
KENNETH L. GARRISON —Borrower

Deborah H. Garrison  
DEBORAH H. GARRISON —Borrower

Route 1, Box 56A  
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 KENNETH L. GARRISON and wife, DEBORAH H. GARRISON, 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 25<sup>th</sup> day of AUGUST, A.D., 1975.



Epaini McLenore Elder  
Notary Public

STATE OF MISSISSIPPI, DeSOTO COUNTY

I certify that the within instrument was filed for record at 4 o'clock and 40 minutes P M 25<sup>th</sup> day of Aug, 1975 and that the

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 August 1975, and that the same has been recorded in Book 189 Page 547 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 26 day of August 1975.

Fees \$ 5.00 pd.

SEAL H. P. Ferguson, CLERK

This instrument was prepared by:  
Lee V. Hamberlin, Attorney  
60 N. 2nd St., Memphis, Tenn.

DEED OF TRUST

THIS DEED OF TRUST is made this 19th day of August, 1975, among the Grantor, CHARLES M. BEALE and wife, GLORIA BEALE

C. B. HENLEY (herein "Borrower"),  
and the Beneficiary, BAILEY MORTGAGE COMPANY (herein "Trustee"),  
organized and existing under the laws of the State of Mississippi, a corporation  
161 E. Amite Street, Jackson, Mississippi whose address is (herein "Lender").

Borrower, in consideration of the indebtedness herein recited and the trust herein created, irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the County of Shelby, State of Tennessee:

Lot 114 in Section A, COUNTRYWOOD SUBDIVISION, as recorded in Plat Book 40, Page 56, in the Register's Office of Shelby County, Tennessee to which plat reference is hereby made for a more particular description of said 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 Forty Three Thousand Two Hundred ~~00~~ <sup>00</sup> /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 September 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 thirty 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, Trustee shall give notice of sale by public advertisement for the time and in the manner provided by applicable law, and Lender or Trustee shall mail a copy of the notice of sale to Borrower in the manner provided in paragraph 14 hereof. Trustee, without demand on Borrower, shall sell the Property at the time and under the terms designated in the notice of sale at public auction to the highest bidder. 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 reasonable 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 five days before 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, but not limited to, reasonable attorney's fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Deed of Trust, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Deed of Trust shall continue unimpaired. Upon such payment and cure by Borrower, this Deed of Trust and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

20. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 18 hereof or abandonment of the Property, Lender, in person, by agent or by judicially appointed receiver shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Deed of Trust. Lender and the receiver shall be liable to account only for those rents actually received.

21. Future Advances. Upon request of Borrower, Lender, at Lender's option prior to release of this Deed of Trust, may make Future Advances to Borrower. Such Future Advances, with interest thereon, shall be secured by this Deed of Trust when evidenced by promissory notes stating that said notes are secured hereby. At no time shall the principal amount of the indebtedness secured by this Deed of Trust, not including sums advanced in accordance herewith to protect the security of this Deed of Trust, exceed the original amount of the Note.

22. Release. Upon payment of all sums secured by this Deed of Trust, Lender shall release this Deed of Trust without charge to Borrower. Borrower shall pay all costs of recording, if any.

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 an instrument recorded in the county in which this Deed of Trust is recorded. Without concurrence of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon the Trustee herein and by applicable law.

24. Waiver of Homestead, Dower, Curtesy and Redemption. Borrower waives all right of homestead exemption in and equitable and statutory redemption of the Property and Borrower hereby relinquishes all right of dower and curtesy in the Property.

IN WITNESS WHEREOF, Borrower has executed this Deed of Trust.

*Charles M. Beale*  
Charles M. Beale -Borrower

*Gloria Beale*  
Gloria Beale -Borrower

8307 Rembrook  
Memphis, Tennessee  
Property Address

STATE OF TENNESSEE, SHELBY County ss:  
On this 19th day of August, 1975, before me,  
personally appeared Charles M. Beale & Gloria Beale  
to me known to be the person(s) described in and who executed the foregoing instrument, and who acknowledged  
the execution of the same to be their free act and deed. Witness my hand and official seal.

My commission expires:  
6-5-79

*Lee V. Hamberlin*  
Notary Public  
Lee V. Hamberlin



STC 32205  
sb

Property address: STATE OF MISSISSIPPI, DESOTO COUNTY  
8307 Rembrook  
Mail tax notices to: Bailey Mortgage Company  
191 E. Amite Street

STATE OF MISSISSIPPI, DESOTO COUNTY  
I certify that the within instrument was filed for record at 9 o'clock  
30 minutes A.M. 26 day of August 1975, and that the same has been  
recorded in Book 189 Page 551 records of REAL ESTATE TRUST DEEDS  
of said County.

Witness my hand and seal this the 26 day of August 1975.

Fees \$ 3.50 pd.

SEAL *H. P. Ferguson* CLERK

011 189

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST

Class C

STATE OF MISSISSIPPI, }  
DeSoto County. }

KNOW ALL MEN BY THESE PRESENTS: That The Hernando Bank  
of Hernando, Mississippi the beneficiary, does hereby certify that a certain trust deed  
bearing date the 22d day of March 19 73, made and executed by Billy F. McIlwain and  
Rose C. McIlwain of 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 1456 on page 266  
of the Record of Trust Deeds, on the 22d day of March, 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 22nd day of Aug, 19 75.

THE HERNANDO BANK

by: A. S. Ballard, Jr., President

STATE OF MISSISSIPPI, }  
DeSoto County. }

Personally came and appeared before me, the undersigned authority Elois M. Barbee, Notary Public  
A. S. Ballard, Jr., President who acknowledged that he signed and  
in and for County and State aforesaid,  
delivered the above and following 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.

Gave under my hand approval of office this 22nd day of Aug, A. D. 19 75

Elois M. Barbee  
My Commission Expires Jan. 7, 1978



LAWRENCE-GREENWOOD 27244

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 9 o'clock  
30 minutes A M. 26 day of August 1975, and that the same has been  
recorded in Book 189 Page 555 records of REAL ESTATE TRUST DEEDS  
of said County.

Witness my hand and seal this the 26 day of August 1975.

Fee \$ 2.50 pd.

SEAL H. P. Ferguson, CLERK

556

6/17 AP

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 July, 1970, made and executed by Willard Gargis and  
Pamela Gargis 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. 119 on page 87  
of the Record of Trust Deeds, on the 27th day of July, A. D. 1970, is now fully paid  
and satisfied; and I do hereby authorize the Clerk of the Chancery Court of said 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 22nd day of Aug, 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, 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 22nd day of Aug, A. D. 1975

My Commission Expires Jan. 7, 1978

Elois M. Barbee

LAWRENCE-GREENWOOD 67644

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 9 o'clock  
30 minutes A M. 26 day of August 1975, and that the same has been  
recorded in Book 189 Page 556 records of REAL ESTATE TRUST DEEDS  
of said County.

Witness my hand and seal this the 26 day of August 1975.

Fees \$ 2.58 pd.

SEAL   
H. P. Ferguson, CLERK

5/18/75

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST

Class C

STATE OF MISSISSIPPI, } ss.  
DeSoto County.

KNOW ALL MEN BY THESE PRESENTS: That The Hernando Bank  
of Hernando, Mississippi the beneficiary, does hereby certify that a certain trust deed  
bearing date the 20th day of July, 19 70, made and executed by Willard Gargis and  
Pamela Gargis 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. 120 on page 454  
of the Record of Trust Deeds, on the 23rd day of September, A. D. 19 70, 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 22nd day of Aug, 19 75.

THE HERNANDO BANK

*[Signature]*  
by: A. S. Ballard, Jr., President

STATE OF MISSISSIPPI, } ss.  
DeSoto County.

Personally came and appeared before me, the undersigned authority Elois M. Barbee, Notary Public  
in and for County and State aforesaid, A. S. Ballard, Jr., President who acknowledged that he signed and  
delivered the above and foregoing instrument on the day and date for the purpose therein mentioned, as the act and deed  
of said The Hernando Bank, after first being duly authorized and empowered to so do.

Given under my hand and seal of office this 22nd day of Aug, A. D. 19 75



*[Signature]*  
Elois M. Barbee

LAWRENCE-GREENWOOD 27244

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 9 o'clock  
30 minutes A. M. 26 day of August 1975, and that the same has been  
recorded in Book 189 Page 557 records of REAL ESTATE TRUST DEEDS  
of said County.

Witness my hand and seal this the 26 day of August, 1975.

Fee \$ 2.50 pd.

SEAL *[Signature]* CLERK

558

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 11th day of February 19 75, made and executed by William Lee Cowan  
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 183 on page 288  
of the Record of Trust Deeds, on the 18th 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.

Bank of Mississippi, Olive Branch, Miss.  
Peggy Mitchell

STATE OF MISSISSIPPI, }  
DeSoto County. } ss.

Personally came and appeared before me, the undersigned authority Notary Public  
in and for County and State aforesaid Peggy Mitchell who acknowledged that he signed and  
delivered the above and foregoing instrument on the day and date for the purpose therein mentioned.

Given under my hand and seal of office this 11<sup>th</sup> day of August 1975  
Bell L. Holloman



LAWRENCE-GREENWOOD 37044

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 9 o'clock  
30 minutes A. M. 26 day of August 1975, and that the same has been  
recorded in Book 189 Page 558 records of REAL ESTATE TRUST DEEDS  
of said County.

Witness my hand and seal this the 26 day of August 1975.

Fees 2.50 pd.

SEAL H. P. Ferguson CLERK

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST

Class C

STATE OF MISSISSIPPI, } ss.  
DeSoto County.

KNOW ALL MEN BY THESE PRESENTS: That Bank of Mississippi  
of Olive Branch, Miss. the beneficiary, does hereby certify that a certain trust deed  
bearing date the 30th day of June 19 69, made and executed by Helen Boggs and  
husband, O. H. Boggs 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. 110 on page 503  
of the Record of Trust Deeds, on the 3rd day of July, A. D. 1969, is now fully paid  
and satisfied; and I do hereby authorize the Clerk of the Chancery Court of said DeSoto  
County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of  
said County also as provided by law.

Bank of Mississippi, Olive Branch, Miss.

*Peggy Mitchell*

STATE OF MISSISSIPPI, } ss.  
DeSoto County.

Personally came and appeared before me, the undersigned authority a Notary Public  
in and for County and State aforesaid. Peggy Mitchell who acknowledged that he signed and  
delivered the above and foregoing instrument on the day and date for the purpose therein mentioned.

Given under my hand and seal of office this 12th day of August

*Boh L. Hall*

My Commission Expires Feb. 13, 1978



LAWRENCE-GREENWOOD 87244

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 9 o'clock  
30 minutes A. M. 26 day of August 1975, and that the same has been  
recorded in Book 189 Page 559 records of REAL ESTATE TRUST DEEDS  
of said County.

Witness my hand and seal this the 26 day of August 1975.

Fees \$ 2.50 pd.

SEAL *H. P. Ferguson* CLERK

F-1915

RELEASE OF DEED OF TRUST

STATE OF LOUISIANA  
PARISH OF ORLEANS

Loan No. 207825

To the Chancery Clerk of DeSoto County, State of Mississippi:

You are hereby authorized and directed to release and cancel of record a certain deed of trust executed by Dan B. Gill (also known as Daniel B. Gill), a single person on May 2nd, 1972, to secure an indebtedness to The Federal Land Bank of New Orleans in the principal sum of \$ 30,000.00, which said deed of trust is of record in Deed of Trust Book 142, Page 48, of the records in your office.

Witness the corporate signature and seal of The Federal Land Bank of New Orleans on this the 18th day of August, 1975.

THE FEDERAL LAND BANK OF NEW ORLEANS

(SEAL)

By: [Signature]  
Its Treasurer

ATTEST:

By: [Signature]  
Its: (Secretary)  
(XXXXXXXXXXXXXXXXXX)

STATE OF LOUISIANA  
PARISH OF ORLEANS

Before me, the undersigned Notary Public in and for the Parish and State aforesaid, this day personally appeared Lester L. Jeanson, Jr. and Harry F. Beacham who acknowledged that as Treasurer and Secretary respectively, of, for and on behalf of and by authority of The Federal Land Bank of New Orleans, a corporation, they signed, sealed and delivered the foregoing instrument on the date thereof as the act of said corporation.

Given under my hand and official seal on this the 18th day of August, 1975.

(SEAL)

My commission expires at death.

[Signature]  
Notary Public

\*\*\*\*\*

CERTIFICATE OF CLERK

STATE OF MISSISSIPPI  
COUNTY OF \_\_\_\_\_

I hereby certify that this instrument was filed for record in my office at \_\_\_\_\_

\_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_, 1975, and duly recorded in \_\_\_\_\_

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 9 o'clock 30 minutes A.M. 26 day of August 1975, and that the same has been recorded in Book 189 Page 560 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 26 day of August 1975.

Fees \$ 2.50

SEAL [Signature] CLERK



RELEASE OF DEED OF TRUST

To the Clerk of the  
Chancery Court of

DeSoto County

You are hereby authorized and directed to satisfy and cancel of record in your office  
the Deed of Trust executed by:

Charley L. Henderson and Bonnie Henderson

For the use and benefit of:

Avco Financial Services Inc. # 12

On the 24th day of July, 1972, and recorded in Trust Deed Book 145,  
Page 623, of the records of your office.

no indebtedness secured by said Deed of Trust was not any one and has been fully  
paid to the undersigned.

Witness my signature on this the \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_.

Avco Financial Services

William E. Thomas

STATE OF MISSISSIPPI  
COUNTY OF DeSoto



Personally appeared before me, the undersigned authority in and for said County  
State, \_\_\_\_\_, who acknowledged and that he signed and delivered  
the foregoing release of Trust Deed on the day and date hereinbefore mentioned.

[Signature]  
Notary Public

My Commission Expires August 24, 1975

STATE OF MISSISSIPPI, DESOTO COUNTY  
I certify that the within instrument was filed for record at 9 o'clock  
30 minutes A M. 26 day of August 1975, and that the same has been  
recorded in Book 189 Page 561 records of REAL ESTATE TRUST DEEDS  
of said County.

Witness my hand and seal this the 26 day of August 1975.

Fees \$ 1.50 pd.

SEAL H. P. Ferguson CLERK

1107 Southaven, Mississippi 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
Hugh D. McCraw	8-21-72	Book 146	Lot Seven Hundred Eighty-Five Section C, Southaven Subd. in Section 23, Township 1 South, Range 8 West, Chancery Clerk DeSoto County, Mississippi
Margaret R. McCraw		Page 604	

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, its heirs and assigns all its 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 owner and holder 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 my hand (or caused its corporate name to be signed hereto by and through its proper officers duly authorized so to do) this the 25th day of August 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.

My commission expires \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_ Notary Public

STATE OF TENNESSEE  
COUNTY OF SHELBY

Before me, a Notary Public in and for said State and County duly commissioned and qualified, personally appeared Gary D. Cantrell, 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 bargainer, 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 \_\_\_\_\_ day of August 19 75.

My commission expires 22nd day of November 19 75. 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. 26 day of August 1975, and that the same has been recorded in Book 189 Page 562 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 26 day of August 1975.

2.50

*H. P. Ferguson*

AUTHORITY TO CANCEL

TO THE CHANCERY CLERK OF DESOTO COUNTY, MISSISSIPPI:

You are hereby authorized and requested to enter satisfaction of and cancellation of record of that certain deed of trust executed by EDDIE HRABAL, JR. AND WIFE, ALICE Y. HRABAL to COLONIAL SAVINGS & LOAN and recorded in Book 137 at Page 49, and which deed of trust was assigned by Colonial Savings and Loan to Lincoln Federal Savings & Loan Association, as shown by assignment recorded in Book 146 at Page 245, all of the record of Deeds or Deeds of Trust on file in your office.

This 19th day of August, 1975.



LINCOLN FEDERAL SAVINGS AND LOAN ASSOCIATION

By James Kirkpatrick  
James Kirkpatrick, Vice President  
By Gladys E. Stott  
Gladys E. Stott, Assistant Secretary

STATE OF NEW JERSEY  
COUNTY OF UNION

Personally came and appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named James Kirkpatrick and Gladys E. Stott, who acknowledge to me that they are Vice President and Assistant Sec'ty, respectively, of Lincoln Federal Savings and Loan Association, a corporation, and that for and on behalf of said corporation and as its act and deed, they signed, sealed and delivered the above foregoing instruments of writing on the day and in the year therein mentioned, they being first duly authorized so to do by said corporation.

Given under my hand and official seal of office, this, the 19th day of August, 1975.

Joanne G. Filicello  
NOTARY PUBLIC

My Commission Expires:  
March 12, 1979

JOANNE G. FILICIELLO  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires March 12, 1979



STATE OF MISSISSIPPI, DESOTO COUNTY  
I certify that the within instrument was filed for record at 9 o'clock 30 minutes A M. 26 day of August 1975, and that the same has been recorded in Book 189 Page 563 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this 26 day of August 1975.

2.50

H. P. Ferguson

CANCELLED BY AUTHORITY RECORDED IN BOOK

232 PAGE 313  
THIS 19 DAY OF Oct 19 78

H. H. Ferguson  
CHANCERY CLERK

FOR REAL ESTATE, CHATTEL OR BOTH

DOLES  
MULLINS ~~DOLES~~, GRANTOR

To DEED OF TRUST  
ARCHIE J. STEWART,  
ET UX, BENEFICIARIES

THIS INDENTURE, Made this 26th day of August 19 75  
between Mullins ~~Doles~~ Doles

Archie J. Stewart and wife, Bessie J. Stewart first part,  
and of the second part,

WITNESSETH, That whereas, said part Y of the first part, being indebted to the said part ies  
of the second part in the sum of Seven Thousand Dollars (\$7,000.00)

evidenced by one promissory note of even date bearing 5% interest per  
annum due and repayable in three (3) annual installments of \$2,000.00  
each and a final installment of \$1,000.00, the first installment due  
August 26, 1976 and one installment due annually thereafter until paid  
in full, with the annual interest on the unpaid balance due with each  
installment

the party of the second part was furnished the party of the first part during the year 19...  
payment of the same when due. Therefore, in consideration of the premises, and of the sum of One Dollar to the part Y of the first part  
paid by Joel P. Walker Trustee, the part Y of the first part has 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  
part of every and each...  
family or any household...  
any contract, or contract to be entered, or contract to be made...

The land in DeSoto County, Mississippi described as follows,  
to-wit:

6.75 acres situated in the Northwest Quarter of Section 27,  
Township 2, Range 7 West, and more particularly described  
as follows: BEGINNING at a point on the west line of said  
Section 27 that is 165 feet south of the northwest corner  
of said Section; thence south 89° 30' east 1,782 feet to a  
point; thence south 165 feet to a point; thence north 89°  
30' west 1,782 feet to the west line of said Section 27;  
thence north with the west line of said Section a distance  
of 165 feet to the point of beginning.

A failure to pay the installments when due shall operate to cause  
the entire unpaid indebtedness to become immediately due and payable  
at the option of the owner and holder of said note. The maker of the  
note will have the right to pay all or any part of the indebtedness  
before maturity without penalty.

Should the Trustee at any time believe said property, or any part thereof, endangered as a security for said debt... he may then forthwith take possession of said property and sell the same as herein below directed. Should the part Y of the first part promptly pay the above stated indebtedness on or before the 26th day of August 19 79, then this instrument to be void; but in default thereof the said Trustee shall take possession of said property, and after giving notice of the time, place and terms of sale, by advertisement according to law in DeSoto County, shall sell the same at public auction, to the highest bidder for cash, at such time and place as he shall designate in said advertisement. The proceeds of said sale shall be applied to the payment of said indebtedness and all costs incurred herein, and if there be a surplus, such surplus shall be refunded to the part Y of the first part. In case of failure or inability on the part of said Trustee to execute the trust herein conferred, the part ies of the second part their assign or legal representatives, may at any time appoint a Trustee to act in his stead.

Witness my signature the date written above.

Mullins Doles

STATE OF MISSISSIPPI, DESOTO COUNTY.

a notary public



Mullins Doles

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 26th day of August 19 75

MY COMMISSION EXPIRES MARCH 1979 (SEAL)

Sarah M. Johnson Notary Public D. C.

STATE OF MISSISSIPPI, DESOTO COUNTY  
I certify that the within instrument was filed for record at 10 o'clock  
30 minutes A. M. 26 day of August 1975, and that the same has been  
recorded in Book 189 Page 564 records of REAL ESTATE TRUST DEEDS  
of said County.

Witness my hand and seal this the 26 day of August 1975.

2.50 pd.  
H. H. Ferguson, CLERK

Assignment of this Instrument Recorded in  
Real Estate T10 Book

565

No. 271 Page 135  
This the 1 day of April 19 81 Real Estate T10 Book

H. B. Ferguson No. 202 Page 101  
This the 13 day of July 19 76  
H. B. Ferguson Clerk

FOR REAL ESTATE, CHATTEL OR BOTH

Kenneth W. Miller, Sr.,  
et ux

To { DEED OF TRUST

Stanley L. Wender and  
Sidney M. Katz, Trustees

THIS INDENTURE, Made this 6<sup>th</sup> day of August 19 75  
between Kenneth W. Miller, Sr and wife, Sue S. Miller

Stanley L. Wender and Sidney M. Katz, Trustees of the first part,  
and of the second part,

WITNESSETH, That whereas, said part ies of the first part, being indebted to the said part ies  
of the second part in the sum of Six Thousand Two Hundred Fifty Dollars 5  
no/100 (\$6,250.00) evidenced by a promissory note of even date, bearing interest at 10%

from date, due and repayable in 168 equal amortized monthly installments of \$69.27 each,  
first of said installments shall be due October 1, 1975 and one installment shall be due  
first succeeding month thereafter until paid in full with each installment to be applied  
first toward accrued interest and the balance to the reduction of principal

and the 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  
paid by George S. McIngvale Trustee, the part ies of the first part ve this day granted,

and said 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  
family, or any lands working with or under any land, and all the crops of every kind to be grown by any  
may cultivate, or cause to be cultivated, as indicated or tenant and all or otherwise, during the year 1975 on the land that

Lot 293, Section D, DeSoto Woods Subdivision as shown of record in Plat Book 10, Page 39  
in the office of the Chancery Clerk of DeSoto County, Mississippi, to which recorded  
plat reference is made for a more particular description. Said lot being situated in  
Section 1, Township 2, Range 8.

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.

CANCELLED BY AUTHORITY, RECORDED IN BOOK  
492 PAGE 753  
THIS 6<sup>th</sup> DAY OF Dec. 19 89  
W. C. Davis  
Chancery Clerk  
Ray S. Taylor, D.C.

Should the Trustee at any time believe said property, or any part thereof, endangered as a security for said debt, he may then forthwith take pos-  
session of said property and sell the same as herein below directed. Should the part ies of the first part promptly pay the above stated indebtedness  
on or before the maturity date thereof 19 75, then this instrument to be void, but in default thereof the said Trustee  
shall take possession of said property, and after giving notice of the time, place and terms of sale, by advertisement according to law in DeSoto County, shall  
sell the same at public auction, to the highest bidder for cash, at such time and place as he shall designate in said advertisement. The proceeds of said sale  
shall be applied to the payment of said indebtedness and all costs incurred herein; and if there be a surplus, such surplus shall be refunded to the part ies  
of the first part. In case of failure or inability on the part of said Trustee to execute the trust herein provided, the part ies of the second part their  
assigns or legal representatives, can at any time appoint a Trustee to act in his stead.

Witness OUR signatures the date written above.  
Witness Kenneth W. Miller Sr.  
Sue S. Miller

STATE OF MISSISSIPPI, DeSOTO COUNTY.  
Personally appeared before me the undersigned authority of said County, the within named  
Kenneth W. Miller, Sr. and wife, Sue S. Miller

who acknowledged that they signed and delivered the foregoing Deed of Trust on the day and year therein mentioned.  
Given under my hand and official seal, this 6<sup>th</sup> day of August 19 74  
(SEAL) Leleca Kelly Clerk  
By Notary Public D. C.

STATE OF MISSISSIPPI, DeSOTO COUNTY.  
I, \_\_\_\_\_ of said County, this day personally appeared the above named  
\_\_\_\_\_ one of the subscribing witnesses to the foregoing Deed of Trust, who, being first duly sworn,  
deposed and said that he saw the above named  
\_\_\_\_\_ subscribed thereto, sign and deliver the same to the said Trustee; that he, this deponent, subscribed his name as a witness  
and that he saw the other subscribing witness

STATE OF MISSISSIPPI, DeSOTO COUNTY  
I certify that the within instrument was filed for record at 1 o'clock  
30 minutes P. 25 day of August 1975, and that the same has been  
recorded in Book 189 Page 565 records of REAL ESTATE TRUST DEEDS  
of said County.

250 26 day of August 1975.  
H. B. Ferguson CLERK

Assignment of this Instrument Recorded in  
Real Estate T10 Book  
No. 271 Page 140  
This the 1 day of April 19 81  
H. B. Ferguson Clerk

566

CANCELLED BY AUTHORITY, RECORDED IN BOOK

399 PAGE 483  
THIS 9th DAY OF March 19 87

H. H. Ferguson  
Clerk  
by D. Taylor, D.C.

FOR REAL ESTATE, CHATTEL OR BOTH

Joe M. Ward, et ux

To { DEED OF TRUST

The Hernando Bank

THIS INDENTURE, Made this 22 day of August 19 75  
between Joe M. Ward and wife, Cheryl Ward

of the first part,  
and The Hernando Bank  
of the second part,

WITNESSETH, That whereas, said part ies of the first part, being indebted to the said part Y  
of the second part in the sum of Four Thousand Two Hundred Eighty-One Dollars

448/100 (\$4,281.48) evidenced by a promissory note of even date, bearing 10% interest from  
maturity, due and repayable in 36 equal monthly installments of \$118.93 each, first of said  
installments shall be due September 15, 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 1975, not to exceed  
payment of the same when due; Therefore, in consideration of the premises, and of the sum of One Dollar to the part ies of the first part  
paid by George S. McIngvale Trustee, the part ies of the first part have this day granted,  
bargained, and sold to the said Trustee the following described property, located in the County of DeSoto, and state of Mississippi, viz: All of the agreement  
products of every kind that  
family or any hands existing with or under  
either as landlord or tenant or otherwise, during the year 1975, on the land that  
forming implements of every kind and

Part of Town Lot 399, Town of Hernando, in Section 13, Township 3 South, Range 8 West,  
DeSoto County, Mississippi more particularly described as follows: BEGINNING at the  
southwest corner of said Town Lot 399, said point being the intersection of the north  
right of way of Northern Street and the east right of way of East Street; thence North  
4 degrees 28 minutes 08 seconds West along said east right of way of East Street a distance  
of 253.12 feet to a point; thence North 83 degrees 53 minutes 07 seconds East a distance  
of 131.41 feet to a point; thence South 3 degrees 57 minutes 28 seconds East a distance  
of 256.48 feet to a point in the said north right of way of Northern Street; thence South  
85 degrees 20 minutes 25 seconds West along said north right of way a distance of 129.07  
feet to the point of beginning and containing 0.76 acres, more or less. All bearings  
are magnetic.

A failure to pay said installments when due shall operate to cause the entire unpaid  
indebtedness to become immediately due and payable at the option of the owner and holder  
of said note. Makers of said note shall have the right to pay all or any part of the  
said indebtedness before maturity without penalty.

Should the Trustee at any time believe said property, or any part thereof, endangered as a security for said debt, he may then forthwith take pos-  
session of said property and sell the same as herein below directed. Should the part ies of the first part promptly pay the above stated indebtedness  
on or before the maturity date thereof 1975, then this instrument 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 \_\_\_\_\_  
\_\_\_\_\_ Joe M. Ward  
\_\_\_\_\_ Cheryl S. Ward

STATE OF MISSISSIPPI, DESOTO COUNTY.

Personally appeared before me, the undersigned authority  
Joe M. Ward and wife, Cheryl Ward of said County, the within named

who acknowledge that they signed and delivered the foregoing Deed of Trust on the day and year therein mentioned.

\_\_\_\_\_ does my hand and official seal, this 22 day of August 19 75  
(SEAL) \_\_\_\_\_ Clerk  
My Commission Expires: \_\_\_\_\_  
My Commission Expires On: 7, 1978  
By: \_\_\_\_\_ D. C.

STATE OF MISSISSIPPI, DESOTO COUNTY.

Before \_\_\_\_\_ 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,  
swore and said that he saw the above named

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 9 o'clock  
30 minutes A. M. 26 day of August 1975, and that the same has been  
recorded in Book 189 Page 566 records of REAL ESTATE TRUST DEEDS  
of said County.

Witness my hand and seal this the 26 day of August 1975.

2.50

H. H. Ferguson, CLERK

264 PAGE 732  
20 DAY OF Oct. 1975  
H.D. Ferguson  
CLERK

FOR REAL ESTATE, CHATTEL OR BOTH

Ray Richardson, et ux  
To DEED OF TRUST  
Security Bank of Hernando

THIS INDENTURE, Made this 22nd day of August, 1975  
between Ray Richardson and wife, Laville Richardson  
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 Three thousand four hundred twenty-eight and 64/100 Dollars (\$3,428.64) evidenced by a promissory note of even date, bearing 10% interest from maturity, due and repayable in 36 equal monthly installments of \$95.24 each, first of said installments shall be due October 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 1975...  
Therefore, in consideration of the premises, and of the sum of One Dollar to the part ies of the first part paid by George S. McIngvale Trustee, the part ies of the first part 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 grow on land and all the crops of every kind to be grown by and family or any hands working with or under either as landlord or tenant or otherwise, during the year 1975 on the land that may cultivate or cause to be cultivated, as landlord or tenant and all existing implements of every kind and

A part of the Southwest Quarter of Section 17, Township 2, Range 7 West described as beginning at a point in the south line of Section 17, Township 2, Range 7 West, said point being 742.74 feet east of southwest corner of said Section; thence North 5 degrees 45 minutes West 440.17 feet to an iron pin; thence North 84 degrees 30 minutes East 198.40 feet to an iron pin; thence South 5 degrees 45 minutes East 438.24 feet to a point in the South line of said Section; thence South 83 degrees 56 minutes West along said South line 198.40 feet to the point of beginning, and containing 2.0 acres, more or less. All bearing are magnetic. Said 2.0 acres being a part of the land conveyed by J. D. Brown to Sam Richardson, et ux by Warranty Deed dated October 8, 1954, recorded in Book 40, Page 554 of the deed records of DeSoto County.

A failure to pay said installments when due shall operate to cause the entire unpaid indebtedness to become immediately due and payable at the option of the owner and holder of said note. Makers of said note shall have the right to pay all or any part of the said indebtedness before maturity without penalty.

Should the Trustee at any time believe said property, or any part thereof, endangered as a security for said debt, he may then forthwith take possession of said property and sell the same as herein below directed. Should the part ies of the first part promptly pay the above stated indebtedness on or before the maturity date thereof 1975, then this instrument to be void, but in default thereof the said Trustee shall take possession of said property, and after giving notice of the time, place and terms of sale, by advertisement according to law in DeSoto County, shall sell the same at public auction, to the highest bidder for cash, at such time and place as he shall designate in said advertisement. The proceeds of said sale shall be applied to the payment of said indebtedness and all costs incurred herein, and if there be a surplus, such surplus shall be returned to the part 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 in and in his stead.

Witness ONE signature S the date written above.  
Witness Ray Richardson  
Laville Richardson

STATE OF MISSISSIPPI, DESOTO COUNTY  
personally appeared before me, the undersigned authority, Ray Richardson and wife, Laville Richardson of said County, the within named



who acknowledged that they signed and delivered the foregoing Deed of Trust on the day and year therein mentioned.  
Given under my hand and official seal, this 22nd day of August, 1975.  
(SEAL) James C. Bussey Clerk  
By H. D. Ferguson D. C.

STATE OF MISSISSIPPI, DESOTO COUNTY  
of said County, this day personally appeared the above named one of the subscribing witnesses to the foregoing Deed of Trust, who, being first duly sworn,

STATE OF MISSISSIPPI, DESOTO COUNTY  
I certify that the within instrument was filed for record at 9 o'clock 30 minutes A M. 26 day of August 1975, and that the same has been recorded in Book 189 Page 567 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this 26 day of August 1975.  
2.50  
H. D. Ferguson CLERK

568

H. H. Ferguson CHANCERY CLERK

FOR REAL ESTATE, CHATTEL OR BOTH

John G. Hobbs, Jr., et ux

To DEED OF TRUST

Security Bank of Hernando

THIS INDENTURE, Made this 23rd day of August 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 1st. of the first part, being indebted to the said part 2nd. of the second part in the sum of Ten thousand six hundred seventy dollars

and 88/100 (\$10,670.88) evidenced by a promissory note of even date, bearing interest at 10% from maturity, due and repayable in 119 equal monthly installments of 88.92, and one installment of \$89.40, first of said installments shall be due October 5, 1975, and one installment due each succeeding month thereafter until paid in full

and my further amount that the party of the second part may furnish the party of the first part during the year 1975... not to exceed... of the first part having agreed to receive the present 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 George S. McIngvale... 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... on the land that... 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 1st. of the first part promptly pay the above stated indebtedness on or before the Maturity date thereof 1975 then this instrument to be void, but in default thereof the said Trustee shall take possession of said property, and after giving notice of the time, place and terms of sale, by advertisement according to law in DeSoto County, shall sell the same at public auction, to the highest bidder for cash, at such time and place as he shall designate in said advertisement. The proceeds of said sale shall be applied to the payment of said indebtedness and all costs incurred herein; and if there be a surplus, such surplus shall be refunded to the part 1st. of the first part. In case of failure or inability on the part of said Trustee to execute the trust herein provided, the party of the second part, its assigns or legal representatives, can at any time appoint a Trustee to act in its stead.

Witness our signature on the date written above. 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 acknowledge that they signed and delivered the foregoing Deed of Trust on the day and year therein mentioned.

Given under my hand and official seal, this 23rd day of Aug. 1975. James B. Bessy Clerk



STATE OF MISSISSIPPI, DeSOTO COUNTY. Before me, one of the subscribing witnesses to the foregoing Deed of Trust, who, being first duly sworn, subscribed thereto, sign and deliver the same to the said Trustee; that he, this deponent, subscribed his name as a witness

STATE OF MISSISSIPPI, DeSOTO COUNTY. I certify that the within instrument was filed for record at 9 o'clock 30 minutes A.M. 26 day of August 1975, and that the same has been recorded in Book 189 Page 568 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this 26 day of August 1975.

2.50

H. H. 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, Jackson, Mississippi, 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 Corp., that certain Deed of Trust executed by Jerry W. Powell and Doris D. Powell, to Tom B. Scott, Jr. Trustee for the use and benefit of UNIFIRST FEDERAL SAVINGS AND LOAN ASSOCIATION, Jackson, Mississippi, dated Sept. 24, 1974, encumbering certain lands in De Soto County, Mississippi, which said deed of trust is recorded in Book 180 at Page 199, in the office of the Chancery Clerk of De Soto 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 \$ 29,050.00

WITNESS the signature and seal of UNIFIRST FEDERAL SAVINGS AND LOAN ASSOCIATION, Jackson, Mississippi, by its duly and legally authorized officers, this the 18 day of August, A.D., 19 75

UNIFIRST FEDERAL SAVINGS AND LOAN ASSOCIATION  
JACKSON, MISSISSIPPI

BY: Guy Martin  
Guy Martin, Assistant Vice President  
BY: Jennifer Duck  
Jennifer Duck, Assistant Secretary

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 Guy Martin and Jennifer Duck, personally known to me and personally known to me to be the Asst. Vice President and Asst. Secretary, respectively, of Unifirst Federal Savings and Loan Association, Jackson, Mississippi, a corporation, 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 18 day of August, A.D., 19 75

Eula May Jenkins  
Notary Public

My Commission Expires: \_\_\_\_\_

STATE OF MISSISSIPPI, DESOTO COUNTY  
I certify that the within instrument was filed for record at 9 o'clock 30 minutes A M. 26 day of August, 1975, and that the same has been recorded in Book 189 Page 569 records of REAL ESTATE TRUST DEEDS of said County.  
2.50  
26 August 1975,  
H. P. Ferguson

### 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, Jackson, Mississippi, 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 Corp., that certain Deed of Trust executed by Sam G. South and Sandra L. South, to Tom B. Scott, Jr. Trustee for the use and benefit of UNIFIRST FEDERAL SAVINGS AND LOAN ASSOCIATION, Jackson, Mississippi, dated 10-18-74, encumbering certain lands in DeSota County, Mississippi, which said deed of trust is recorded in Book 180 at Page 649, in the office of the Chancery Clerk of DeSota 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 \$ 32,300.00

WITNESS the signature and seal of UNIFIRST FEDERAL SAVINGS AND LOAN ASSOCIATION, Jackson, Mississippi, by its duly and legally authorized officers, this the 14th day of August, A.D., 19 75

UNIFIRST FEDERAL SAVINGS AND LOAN ASSOCIATION  
JACKSON, MISSISSIPPI

BY: Guy P. Martin  
Guy P. Martin, Assistant Vice President  
BY: Jennifer Duck  
Jennifer Duck, Assistant Secretary



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 Guy P. Martin and Jennifer Duck, personally known to me and personally known to me to be the Asst. Vice President and Assistant Secretary respectively, of Unifirst Federal Savings and Loan Association, Jackson, Mississippi, a corporation, 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 14th day of August, A.D., 19 75

Eula May Jenkins  
Notary Public

My Commission Expires: \_\_\_\_\_

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 9 o'clock 30 minutes A M. 26 day of August 1975, and that the same has been recorded in Book 184 Page 570 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 26 day of August 1975.

Fee \$ 2.50

H. P. Ferguson, CLERK

3-25441

### 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, Jackson, Mississippi, 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 Corp., that certain Deed of Trust executed by J. C. Walker and Mariyene M. Walker to Tom B. Scott, Jr. Trustee for the use and benefit of UNIFIRST FEDERAL SAVINGS AND LOAN ASSOCIATION, Jackson, Mississippi, dated 11-4-74, encumbering certain lands in DeSota County, Mississippi, which said deed of trust is recorded in Book 181 at Page 241 in the office of the Chancery Clerk of DeSota 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 \$ 28,000.00

WITNESS the signature and seal of UNIFIRST FEDERAL SAVINGS AND LOAN ASSOCIATION, Jackson, Mississippi, by its duly and legally authorized officers, this the 14th day of August, A.D., 19 75

UNIFIRST FEDERAL SAVINGS AND LOAN ASSOCIATION  
JACKSON, MISSISSIPPI

BY: Guy Martin  
Guy Martin, Assistant Vice President

BY: Jennifer Duck  
Jennifer Duck, Assistant Secretary



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 Guy Martin and Jennifer Duck, personally known to me and personally known to me to be the Asst. Vice President and Assistant Secretary respectively, of Unifirst Federal Savings and Loan Association, Jackson, Mississippi, a corporation, 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 14th day of August, A.D., 19 75

Eula May Jenkins  
Notary Public

My Commission Expires: Feb. 25, 1978

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 9 o'clock 30 minutes A. M., 26 day of August 1975, and that the same has been recorded in Book 189 Page 571 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 26 day of August 1975.

250

H. P. Ferguson CLERK

ASSIGNMENT OF DEED OF TRUST

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and other valuable considerations, the receipt, amount and sufficiency of all of which is hereby acknowledged, UNIFIRST FEDERAL SAVINGS AND LOAN ASSOCIATION, Jackson, Mississippi, 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 Corp., that certain Deed of Trust executed by Jimmy Leon Clowney and Sandra W. Clowney, to Tom B. Scott, Jr. Trustee for the use and benefit of UNIFIRST FEDERAL SAVINGS AND LOAN ASSOCIATION, Jackson, Mississippi, dated 11-13-74, encumbering certain lands in DeSota County, Mississippi, which said deed of trust is recorded in Book 18 at Page 363, in the office of the Chancery Clerk of DeSota 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 \$ 35,000.00

WITNESS the signature and seal of UNIFIRST FEDERAL SAVINGS AND LOAN ASSOCIATION, Jackson, Mississippi, by its duly and legally authorized officers, this the 14th day of August, A.D., 19 75.

UNIFIRST FEDERAL SAVINGS AND LOAN ASSOCIATION  
JACKSON, MISSISSIPPI

BY: Guy Martin  
Guy Martin, Assistant Vice President

BY: Jennifer Duck  
Jennifer Duck, Assistant Secretary



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 Guy Martin and Jennifer Duck, personally known to me and personally known to me to be the Asst. Vice President and Assistant Secretary, respectively, of Unifirst Federal Savings and Loan Association, Jackson, Mississippi, a corporation, 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 14th day of August, A.D., 19 75

Eula May Jenkins  
Notary Public

My Commission Expires: My Commission Expires Feb. 15, 1979

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 9 o'clock 30 minutes A M. 26 day of August 1975, and that the same has been recorded in Book 189 Page 572 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 26 day of August 1975.  
Fees 2.50 pd.

H. P. Ferguson, CLERK

ASSIGNMENT OF DEED OF TRUST

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and other valuable considerations, the receipt, amount and sufficiency of all of which is hereby acknowledged, UNIFIRST FEDERAL SAVINGS AND LOAN ASSOCIATION, Jackson, Mississippi, 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 Corp., that certain Deed of Trust executed by Maurice F. Keathly, Jr. and Anita M. Keathly, to Tom B. Scott, Jr., Trustee for the use and benefit of UNIFIRST FEDERAL SAVINGS AND LOAN ASSOCIATION, Jackson, Mississippi, dated 11-19-74, encumbering certain lands in DeSota County, Mississippi, which said deed of trust is recorded in Book 181 at Page 487 in the office of the Chancery Clerk of DeSota 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 \$ 27,000.00

WITNESS the signature and seal of UNIFIRST FEDERAL SAVINGS AND LOAN ASSOCIATION, Jackson, Mississippi, by its duly and legally authorized officers, this the 14th day of August, A.D., 19 75

UNIFIRST FEDERAL SAVINGS AND LOAN ASSOCIATION  
JACKSON, MISSISSIPPI

BY: Guy Martin  
Guy Martin, Assistant Vice President

BY: Jennifer Duck  
Jennifer Duck, Assistant Secretary



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 Guy Martin and Jennifer Duck, personally known to me and personally known to me to be the Asst. Vice President and Assistant Secretary, respectively, of Unifirst Federal Savings and Loan Association, Jackson, Mississippi, a corporation, 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 14th day of August, A.D., 19 75

Eula May Jenkins  
Notary Public

My Commission Expires: Feb. 15, 1978

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 9 o'clock 30 minutes A M. 26 day of August 1975, and that the same has been recorded in Book 189 Page 573 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 26 day of August 1975.

Page 250 of 250

SEAL: H. P. Ferguson, CLERK

ASSIGNMENT OF DEED OF TRUST

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and other valuable considerations, the receipt, amount and sufficiency of all of which is hereby acknowledged, UNIFIRST FEDERAL SAVINGS AND LOAN ASSOCIATION, Jackson, Mississippi, 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 James Richard Hunt and Juanita F. Hunt, to Tom B. Scott, Jr., Trustee for the use and benefit of UNIFIRST FEDERAL SAVINGS AND LOAN ASSOCIATION, Jackson, Mississippi, dated 11-19-74, encumbering certain lands in DeSota County, Mississippi, which said deed of trust is recorded in Book 181 of Page 451, in the office of the Chancery Clerk of DeSota 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 \$ 35,000.00.

WITNESS the signature and seal of UNIFIRST FEDERAL SAVINGS AND LOAN ASSOCIATION, Jackson, Mississippi, by its duly and legally authorized officers, this the 14th day of August, A.D., 19 75.

UNIFIRST FEDERAL SAVINGS AND LOAN ASSOCIATION  
JACKSON, MISSISSIPPI

BY: Guy Martin  
Guy Martin, Assistant Vice President  
BY: Jennifer Duck  
Jennifer Duck, Assistant Secretary



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 Guy Martin and Jennifer Duck, personally known to me and personally known to me to be the Assistant Vice Pres. and Assistant Secretary respectively, of Unifirst Federal Savings and Loan Association, Jackson, Mississippi, a corporation, 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 14th day of August, A.D., 19 75  
Eula May Jenkins  
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. 26 day of August 1975, and that the same has been recorded in Book 189 Page 574 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 26 day of August 1975.

Fees 2.50 pd.

SEAL H. P. Ferguson CLERK

ASSIGNMENT OF DEED OF TRUST

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and other valuable considerations, the receipt, amount and sufficiency of all of which is hereby acknowledged, UNIFIRST FEDERAL SAVINGS AND LOAN ASSOCIATION, Jackson, Mississippi, 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 Corp., that certain Deed of Trust executed by Cecil R. Adams and Gaynell B. Adams, to Tom B. Scott, Jr. Trustee for the use and benefit of UNIFIRST FEDERAL SAVINGS AND LOAN ASSOCIATION, Jackson, Mississippi, dated Aug. 26, 1974, encumbering certain lands in DeSoto County, Mississippi, which said deed of trust is recorded in Book 179 at Page 152 in the office of the Chancery Clerk of De Soto 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 \$ 30,150.00

WITNESS the signature and seal of UNIFIRST FEDERAL SAVINGS AND LOAN ASSOCIATION, Jackson, Mississippi, by its duly and legally authorized officers, this the 15 day of August, A.D., 19 75



UNIFIRST FEDERAL SAVINGS AND LOAN ASSOCIATION  
JACKSON, MISSISSIPPI

BY: Guy Martin  
Guy Martin, Assistant Vice President  
BY: Jennifer Duck  
Jennifer Duck, Assistant Secretary

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 Guy Martin and Jennifer Duck, personally known to me and personally known to me to be the Asst. Vice President and Asst. Secretary, respectively, of Unifirst Federal Savings and Loan Association, Jackson, Mississippi, a corporation, 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 15 day of August, A.D., 1975

Eula May Jenkins  
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. 26 day of August, 1975, and that the same has been recorded in Book 189 Page 575 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 26 day of August, 1975.

Fees \$ 2.50

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, Jackson, Mississippi, 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 Corp., that certain Deed of Trust executed by George D. Martin and Sandra A. Martin, to Tom B. Scott, Jr. Trustee for the use and benefit of UNIFIRST FEDERAL SAVINGS AND LOAN ASSOCIATION, Jackson, Mississippi, dated Aug. 30, 1974, encumbering certain lands in De Soto County, Mississippi, which said deed of trust is recorded in Book 179 at Page 226, in the office of the Chancery Clerk of De Soto 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 \$ 35,000.00

WITNESS the signature and seal of UNIFIRST FEDERAL SAVINGS AND LOAN ASSOCIATION, Jackson, Mississippi, by its duly and legally authorized officers, this the 15 day of August, A.D., 19 75.



UNIFIRST FEDERAL SAVINGS AND LOAN ASSOCIATION  
JACKSON, MISSISSIPPI

BY: Guy Martin  
Guy Martin, Assistant Vice President

BY: Jennifer Duck  
Jennifer Duck, Assistant Secretary

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 Guy Martin and Jennifer Duck, personally known to me and personally known to me to be the Asst. Vice President and Asst. Secretary, respectively, of Unifirst Federal Savings and Loan Association, Jackson, Mississippi, a corporation, 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 15 day of August, A.D., 1975.

Eula May Jackson  
Notary Public

My Commission Expires: My Commission Expires Feb. 15, 1978

STATE OF MISSISSIPPI, DESOTO COUNTY  
I certify that the within instrument was filed for record at 9 o'clock 30 minutes A M. 26 day of August 1975, and that the same has been recorded in Book 189 Page 576 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 26 day of August 1975.

Fee: 2.50 pd.

H. P. Ferguson, CLERK



3-25314

### 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, Jackson, Mississippi, 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 Corp., that certain Deed of Trust executed by Robert T. Wilson and Helen M. Wilson to Tom B. Scott, Jr. Trustee for the use and benefit of UNIFIRST FEDERAL SAVINGS AND LOAN ASSOCIATION, Jackson, Mississippi, dated July 26, 1974, encumbering certain lands in De Soto County, Mississippi, which said deed of trust is recorded in Book 178 at Page 106 in the office of the Chancery Clerk of De Soto 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 \$ 29,900.00

WITNESS the signature and seal of UNIFIRST FEDERAL SAVINGS AND LOAN ASSOCIATION, Jackson, Mississippi, by its duly and legally authorized officers, this the 15 day of August, A.D., 19 75.

UNIFIRST FEDERAL SAVINGS AND LOAN ASSOCIATION  
JACKSON, MISSISSIPPI

BY: Guy Martin  
Guy Martin, Assistant Vice President  
BY: Jennifer Duck  
Jennifer Duck, Assistant Secretary

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 Guy Martin and Jennifer Duck, personally known to me and personally known to me to be the Asst. Vice President and Asst. Secretary, respectively, of Unifirst Federal Savings and Loan Association, Jackson, Mississippi, a corporation, 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 15 day of August, A.D., 1975

Eula May Jenkins  
Notary Public

My Commission Expires: \_\_\_\_\_

STATE OF MISSISSIPPI, DESOTO COUNTY  
I certify that the within instrument was filed for record at 9 o'clock 30 minutes A. M. 26 day of August 1975, and that the same has been recorded in Book 189 Page 577 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 26 day of August 1975.

Fee \$ 2.50

H. P. Ferguson, CLERK

ASSIGNMENT OF DEED OF TRUST

3-5375

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, Jackson, Mississippi, 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 Corp., that certain Deed of Trust executed by John D. Brumley and Gladys G. Brumley, to Tom B. Scott, Jr., Trustee for the use and benefit of UNIFIRST FEDERAL SAVINGS AND LOAN ASSOCIATION, Jackson, Mississippi, dated Sept. 19, 1974, encumbering certain lands in De Soto County, Mississippi, which said deed of trust is recorded in Book 179 at Page 642 in the office of the Chancery Clerk of De Soto 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 \$ 34,450.00

WITNESS the signature and seal of UNIFIRST FEDERAL SAVINGS AND LOAN ASSOCIATION, Jackson, Mississippi, by its duly and legally authorized officers, this the 18 day of August, A.D., 19 75



UNIFIRST FEDERAL SAVINGS AND LOAN ASSOCIATION  
JACKSON, MISSISSIPPI

BY: Guy Martin  
Guy Martin, Assistant Vice President  
BY: Jennifer Duck  
Jennifer Duck, Assistant Secretary

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 Guy Martin and Jennifer Duck, personally known to me and personally known to me to be the Asst. Vice President and Asst. Secretary, respectively, of Unifirst Federal Savings and Loan Association, Jackson, Mississippi, a corporation, 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 18 day of August, A.D., 19 75

Edna Mary Jenkins  
Notary Public

My Commission Expires: My Commission Expires Aug. 15, 1978

AT 608

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 9 o'clock 30 minutes A M. 26 day of August 1975, and that the same has been recorded in Book 189 Page 578 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this 26 day of August 1975.

Fee 2.50

H. P. Ferguson CLERK

### ASSIGNMENT OF DEED OF TRUST

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and other valuable considerations, the receipt, amount and sufficiency of all of which is hereby acknowledged, UNIFIRST FEDERAL SAVINGS AND LOAN ASSOCIATION, Jackson, Mississippi, 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 Corp., that certain Deed of Trust executed by Douglas W. Shaw and Jeanne E. Shaw, to Tom B. Scott, Jr. Trustee for the use and benefit of UNIFIRST FEDERAL SAVINGS AND LOAN ASSOCIATION, Jackson, Mississippi, dated Sept. 23, 1974, encumbering certain lands in De Soto County, Mississippi, which said deed of trust is recorded in Book 180 at Page 113, in the office of the Chancery Clerk of De Soto 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 \$ 35,000.00

WITNESS the signature and seal of UNIFIRST FEDERAL SAVINGS AND LOAN ASSOCIATION, Jackson, Mississippi, by its duly and legally authorized officers, this the 18 day of August, A.D., 19 75.



UNIFIRST FEDERAL SAVINGS AND LOAN ASSOCIATION  
JACKSON, MISSISSIPPI

BY: Guy Martin  
Guy Martin, Assistant Vice President

BY: Jennifer Duck  
Jennifer Duck, Assistant Secretary

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 Guy Martin and Jennifer Duck, personally known to me and personally known to me to be the Asst. Vice President and Asst. Secretary, respectively, of Unifirst Federal Savings and Loan Association, Jackson, Mississippi, a corporation, 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 18 day of August, A.D., 1975.

Eula May Zerkina  
Notary Public

My Commission Expires: \_\_\_\_\_

AT 000

STATE OF MISSISSIPPI, DESOTO COUNTY  
I certify that the within instrument was filed for record at 9 o'clock 30 minutes A.M. 26 day of August 1975, and that the same has been recorded in Book 189 Page 579 records of REAL ESTATE TRUST DEEDS of said County.

26 day of August 1975.  
2.50  
H. P. Geranson

580

3-25383

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, Jackson, Mississippi, 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 Corp., that certain Deed of Trust executed by Allen B. Latimer and Jeanne E. Latimer, to Tom B. Scott, Jr, Trustee for the use and benefit of UNIFIRST FEDERAL SAVINGS AND LOAN ASSOCIATION, Jackson, Mississippi, dated Sept. 24, 1974, encumbering certain lands in De Soto County, Mississippi, which said deed of trust is recorded in Book 180 at Page 117, in the office of the Chancery Clerk of De Soto 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 \$ 33,500.00

WITNESS the signature and seal of UNIFIRST FEDERAL SAVINGS AND LOAN ASSOCIATION, Jackson, Mississippi, by its duly and legally authorized officers, this the 18 day of August, A.D., 19 75



UNIFIRST FEDERAL SAVINGS AND LOAN ASSOCIATION JACKSON, MISSISSIPPI

BY: Guy Martin, Assistant Vice President

BY: Jennifer Duck, Assistant Secretary

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 Guy Martin and Jennifer Duck, personally known to me and personally known to me to be the Asst. Vice President and Asst. Secretary, respectively, of Unifirst Federal Savings and Loan Association, Jackson, Mississippi, a corporation, 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 18 day of August, A.D., 19 75.

Eula May Jubiner, Notary Public

My Commission Expires: [blank]

AT 508

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 9 o'clock 30 minutes A.M. 26 day of August 1975, and that the same has been recorded in Book 189 Page 580 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this 26 day of August 1975. H. P. Ferraro, CLERK

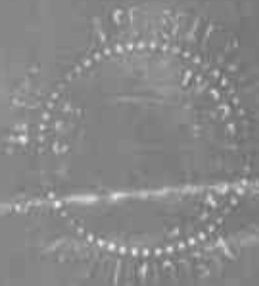
2.50

ASSIGNMENT OF DEED OF TRUST

25384

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, Jackson, Mississippi, 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 Corp., that certain Deed of Trust executed by David A. Lupo and Norma L. Lupo to Tom B. Scott, Jr., Trustee for the use and benefit of UNIFIRST FEDERAL SAVINGS AND LOAN ASSOCIATION, Jackson, Mississippi, dated Sept. 13, 1974, encumbering certain lands in De Soto County, Mississippi, which said deed of trust is recorded in Book 179 at Page 630, in the office of the Chancery Clerk of De Soto 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 \$ 27,560.00

WITNESS the signature and seal of UNIFIRST FEDERAL SAVINGS AND LOAN ASSOCIATION, Jackson, Mississippi, by its duly and legally authorized officers, this the 18 day of August, A.D., 19 75



UNIFIRST FEDERAL SAVINGS AND LOAN ASSOCIATION  
JACKSON, MISSISSIPPI

BY: Guy Martin  
Guy Martin, Assistant Vice President

BY: Jennifer Duck  
Jennifer Duck, Assistant Secretary

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 Guy Martin and Jennifer Duck, personally known to me and personally known to me to be the Asst. Vice Pres. and Asst. Secretary, respectively, of Unifirst Federal Savings and Loan Association, Jackson, Mississippi, a corporation, 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 18 day of August, A.D., 19 75.

Evelyn May Jenkins  
Notary Public

My Commission Expires: My Commission Expires Feb. 15, 1978

AT 008

STATE OF MISSISSIPPI, DESOTO COUNTY  
I certify that the within instrument was filed for record at 9 o'clock 30 minutes A.M. 26 day of August 1975, and that the same has been recorded in Book 189 Page 581 records of REAL ESTATE TRUST DEEDS of said County.

2.50

26 day of August 1975.  
H. P. Ferguson CLERK

### ASSIGNMENT OF DEED OF TRUST

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and other valuable considerations, the receipt, amount and sufficiency of all of which is hereby acknowledged, UNIFIRST FEDERAL SAVINGS AND LOAN ASSOCIATION, Jackson, Mississippi, 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 Corp., that certain Deed of Trust executed by Linda S. Wilder to Tom B. Scott, Jr., Trustee for the use and benefit of UNIFIRST FEDERAL SAVINGS AND LOAN ASSOCIATION, Jackson, Mississippi, dated Sept. 20, 1974, encumbering certain lands in De Soto County, Mississippi, which said deed of trust is recorded in Book 180 at Page 149 in the office of the Chancery Clerk of De Soto 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 \$ 27,550.00

WITNESS the signature and seal of UNIFIRST FEDERAL SAVINGS AND LOAN ASSOCIATION, Jackson, Mississippi, by its duly and legally authorized officers, this the 18 day of August A.D. 19 75



UNIFIRST FEDERAL SAVINGS AND LOAN ASSOCIATION  
JACKSON, MISSISSIPPI

BY: Guy Martin  
Guy Martin, Assistant Vice President

BY: Jennifer Duck  
Jennifer Duck, Assistant Secretary

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 Guy Martin and Jennifer Duck, personally known to me and personally known to me to be the Asst. Vice President and Asst. Secretary, respectively, of Unifirst Federal Savings and Loan Association, Jackson, Mississippi, a corporation, 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 18 day of August, A.D., 19 75

Eula May Jenkins  
Notary Public

My Commission Expires: \_\_\_\_\_

AT WIT:

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 9 o'clock 30 minutes A M. 26 day of August 1975, and that the same has been recorded in Book 189 Page 582 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 26 day of August 1975.

Fee 2.50

H. P. Ferguson, CLERK

ASSIGNMENT OF DEED OF TRUST

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and other valuable considerations, the receipt, amount and sufficiency of all of which is hereby acknowledged, UNIFIRST FEDERAL SAVINGS AND LOAN ASSOCIATION, Jackson, Mississippi, 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 Corp., that certain Deed of Trust executed by Robert T. Butler and Dorothy M. Butler, to Tom B. Scott, Jr. Trustee for the use and benefit of UNIFIRST FEDERAL SAVINGS AND LOAN ASSOCIATION, Jackson, Mississippi, dated Sept. 25, 1974, encumbering certain lands in De Soto County, Mississippi, which said deed of trust is recorded in Book 180 at Page 169, in the office of the Chancery Clerk of De Soto County at Merando, 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 \$ 32,800.00

WITNESS the signature and seal of UNIFIRST FEDERAL SAVINGS AND LOAN ASSOCIATION, Jackson, Mississippi, by its duly and legally authorized officers, this the 18 day of August, A.D., 1975

UNIFIRST FEDERAL SAVINGS AND LOAN ASSOCIATION  
JACKSON, MISSISSIPPI

BY: Guy Martin  
Guy Martin, Assistant Vice President

BY: Jennifer Duck  
Jennifer Duck, Assistant Secretary

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 Guy Martin and Jennifer Duck, personally known to me and personally known to me to be the Asst. Vice Pres. and Asst. Secretary, respectively, of Unifirst Federal Savings and Loan Association, Jackson, Mississippi, a corporation, 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 18 day of August, A.D., 1975

Eula May Jenkins  
Notary Public

My Commission Expires: My Commission Expires Feb. 18, 1978

AT 806

STATE OF MISSISSIPPI, DESOTO COUNTY  
I certify that the within instrument was filed for record at 9 o'clock 30 minutes A M. 26 day of August 1975, and that the same has been recorded in Book 189 Page 583 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 26 day of August 1975.

2.50

H. P. Ferguson, CLERK

ASSIGNMENT OF DEED OF TRUST

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and other valuable considerations, the receipt, amount and sufficiency of all of which is hereby acknowledged, UNIFIRST FEDERAL SAVINGS AND LOAN ASSOCIATION, Jackson, Mississippi, 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 Corp., that certain Deed of Trust executed by Terry M. Loveless and Sylvia A. Loveless to Tom B. Scott, Jr. Trustee for the use and benefit of UNIFIRST FEDERAL SAVINGS AND LOAN ASSOCIATION, Jackson, Mississippi, dated Oct. 7, 1974, encumbering certain lands in De Soto County, Mississippi, which said deed of trust is recorded in Book 180 at Page 347, in the office of the Chancery Clerk of De Soto 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 \$ 31,000.00

WITNESS the signature and seal of UNIFIRST FEDERAL SAVINGS AND LOAN ASSOCIATION, Jackson, Mississippi, by its duly and legally authorized officers, this the 18 day of August, A.D., 19 75.



UNIFIRST FEDERAL SAVINGS AND LOAN ASSOCIATION  
JACKSON, MISSISSIPPI

BY: Guy Martin  
Guy Martin, Assistant Vice President  
BY: Jennifer Duck  
Jennifer Duck, Assistant Secretary

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 Guy Martin and Jennifer Duck, personally known to me and personally known to me to be the Asst. Vice Pres. and Asst. Secretary, respectively, of Unifirst Federal Savings and Loan Association, Jackson, Mississippi, a corporation, 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 18 day of August, A.D., 19 75.

Eula May Jenkins  
Notary Public

My Commission Expires: My Commission Expires Feb. 19, 1979

AT 000

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 9 o'clock 30 minutes A. M. 26 day of August 1975, and that the same has been recorded in Book 189 Page 584 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and official seal this 26 day of August 1975.

2.50

H. P. ...



3-25335

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, Jackson, Mississippi, 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 Corp., that certain Deed of Trust executed by James B. Clemmons and Jane A. Clemmons, to Tom B. Scott, Jr., Trustee for the use and benefit of UNIFIRST FEDERAL SAVINGS AND LOAN ASSOCIATION, Jackson, Mississippi, dated 9-10-74, encumbering certain lands in DeSota County, Mississippi, which said deed of trust is recorded in Book 179 at Page 511, in the office of the Chancery Clerk of DeSota 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 \$ 34,950.00

WITNESS the signature and seal of UNIFIRST FEDERAL SAVINGS AND LOAN ASSOCIATION, Jackson, Mississippi, by its duly and legally authorized officers, this the 15th day of August, A.D., 19 75

UNIFIRST FEDERAL SAVINGS AND LOAN ASSOCIATION  
JACKSON, MISSISSIPPI

BY: Guy Martin  
Guy Martin, Assistant Vice President  
BY: Jennifer Duck  
Jennifer Duck, Assistant Secretary

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 Guy Martin and Jennifer Duck, personally known to me and personally known to me to be the Asst. Vice President and Assistant Secretary, respectively, of Unifirst Federal Savings and Loan Association, Jackson, Mississippi, a corporation, 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 15th day of August, A.D., 19 75  
Eula May Jenkins  
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. 26 day of August 1975, and that the same has been recorded in Book 179 Page 585 records of REAL ESTATE TRUST DEEDS of said County.

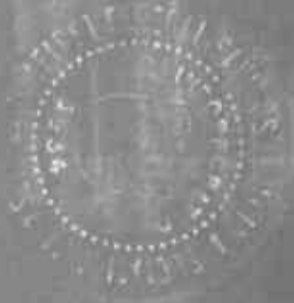
Witness my hand and seal this the 26 day of August 1975.

Fee \$ 2.50  
H. P. Ferguson, CLERK

### ASSIGNMENT OF DEED OF TRUST

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and other valuable considerations, the receipt, amount and sufficiency of all of which is hereby acknowledged, UNIFIRST FEDERAL SAVINGS AND LOAN ASSOCIATION, Jackson, Mississippi, 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 Corp., that certain Deed of Trust executed by Gary L. Ruebush and Karen E. Ruebush, to Tom B. Scott, Jr.; Trustee for the use and benefit of UNIFIRST FEDERAL SAVINGS AND LOAN ASSOCIATION, Jackson, Mississippi, dated 9-12-74, encumbering certain lands in DeSota County, Mississippi, which said deed of trust is recorded in Book 179 at Page 527, in the office of the Chancery Clerk of DeSota 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 \$ 31,000.00

WITNESS the signature and seal of UNIFIRST FEDERAL SAVINGS AND LOAN ASSOCIATION, Jackson, Mississippi, by its duly and legally authorized officers, this the 15th day of August, A.D., 19 75



UNIFIRST FEDERAL SAVINGS AND LOAN ASSOCIATION  
JACKSON, MISSISSIPPI

BY: Guy Martin  
Guy Martin, Assistant Vice President  
BY: Jennifer Duck  
Jennifer Duck, Assistant Secretary

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 Guy Martin and Jennifer Duck, personally known to me and personally known to me to be the Asst. Vice President and Assistant Secretary respectively; of Unifirst Federal Savings and Loan Association, Jackson, Mississippi, a corporation, 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 15th day of August, A.D., 19 75.

Eula May Jenkins  
Notary Public

My Commission Expires: 27 Expiring Expires Feb. 18, 1978

AT 808

STATE OF MISSISSIPPI, DESOTO COUNTY  
I certify that the within instrument was filed for record at 9 o'clock 30 minutes A M. 26 day of August 1975, and that the same has been recorded in Book 189 Page 586 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this 26 day of August 1975.  
H. P. Ferguson, CLERK

2.50

H. D. Ferguson  
CHANCERY CLERK

### DEED OF TRUST

FOR VALUE RECEIVED, the undersigned \_\_\_\_\_  
REEVES-WILLIAMS, INC., A MISSISSIPPI 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 104, Section "A" Eastover Subdivision in Section 29, Township 1 South, Range 6 West, as per plat thereof recorded in plat book 12, pages 32-35 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:

(\$31,350.00) Thirty-one Thousand Three Hundred Fifty--Dollars due on or before  
nine months from even date, with interest due and payable monthly. In the  
event interest becomes thirth (30) days in arrears, the entire amount ad-  
vanced immediately becomes due and payable.

bearing interest at the rate of (9) 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 6 th day of August 1975.

REEVES-WILLIAMS, INC.

BY: Hunter Brannon  
Hunter Brannon, Secretary-Treasurer

BY: Robert M. Williams, Jr.  
Robert M. Williams, Jr., 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 Hunter Brannon and Robert M. Williams, Jr., the Secretary-Treasurer and Vice-President, respectively of Reeves-Williams, 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 6 th day of August 1975.

[Signature]  
Notary Public  
My Commission Expires September 25, 1978



STATE OF MISSISSIPPI, DESOTO COUNTY  
COUNTY OF  
I, the undersigned authority, hereby certify that the within instrument was filed for record on the 26 day of August 1975 and the same is recorded in Book 189 Page 587 of the records of said County.

I certify that the within instrument was filed for record at 9 o'clock 30 minutes A M. 26 day of August 1975, and that the same has been recorded in Book 189 Page 587 of the records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 26 day of August 1975.

Fees \$ 3.50 pd.

SEAL H. P. Ferguson CLERK

SOUTHAVEN, MISSISSIPPI 38671  
P. O. BOX 241  
W. F. R.

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

James Thomas Allen and wife, Frankie B. Allen

to G. L. Oates, Trustee for the use and benefit of Wortman & Mann, Inc. beneficiary on the 22nd day of July, 1975 encumbering certain lands in the County of DeSoto, State of Mississippi, which said Deed of Trust is recorded in Book 188 at Page 197 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 21st day of August, 1975

WORTMAN & MANN, INC.

BY: [Signature]  
Thomas J. Tompkins, Vice President

ATTEST:  
BY: [Signature]  
Charles M. Kelly, Vice President  
STATE OF MISSISSIPPI  
COUNTY OF HINDS

Personally appeared before me, the undersigned authority in and for the aforesaid jurisdiction, the within named Thomas J. Tompkins and Charles M. Kelly, who acknowledged that they, as Vice President and Vice President respectively, for and on behalf of and by authority of said Wortman & Mann, Inc, signed and delivered the above and foregoing instrument and affixed the corporate seal of said corporation thereto on the day and year therein mentioned for the intent and purpose therein expressed.

Given under my hand and official seal of office, this 21st day of August, 1975

My Commission Expires August 2, 1979

[Signature]  
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY  
I certify that the within instrument was filed for record at 9 o'clock 30 minutes A M, 26 day of August 1975, and that the same has been recorded in Book 189 Page 589 Records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 26 day of August 1975.

2.50

[Signature]

Account No. 100-168

TRANSFER AND ASSIGNMENT

For valuable consideration in hand paid, receipt whereof is hereby acknowledged, Southern Discount Company a Rhode Island corporation does hereby set over, transfer, and assign unto Colonial Finance Service, Inc., an Alabama Corporation, his/their heirs, executors, administrators or assigns all of its right, title and interest in and to that certain mortgage or trust deed, together with the note it was given to secure executed by William W. E. Edick Adversary to Optical Siding Corporation dated the 20th day of February, 19 74, and duly recorded in the Office of the Register of Deeds (or Clerk of Court), for Desoto County, State of Miss., in Book No. 172, Page 349. Witness the hand of its Senior Vice President and its Vice President this 4th day of August, 1975.

Witness: Beverly Lewis

Witness: Nancy Branch

ATTEST:

David F. Goodman  
Vice President

Southern Discount Company a Rhode Island Corporation

By: J. W. Born  
Senior Vice President

STATE OF GEORGIA,  
COUNTY OF FULTON.

Before me, a Notary Public in and for the State and County aforesaid, personally appeared David F. Goodman and J. W. Born of the above-named corporation, who being duly sworn according to law, did depose and say that the foregoing Transfer and Assignment was duly executed for the purposes and consideration therein expressed, in the capacity stated, as the act and deed of the corporation.

SWORN TO AND SUBSCRIBED to before me this 4th day of August, 1975.

(seal)  
My commission expires: \_\_\_\_\_  
Notary Public, Georgia State at Large  
My Commission Expires Oct. 3, 1975

Martha O. Hill  
Notary Public

This document prepared by Southern Discount Company a Rhode Island Corporation, 919 W. Peachtree St., N.E., Atlanta, Georgia 30309.

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 30 minutes A M. 26 day of August 1975, and that the same has been recorded in Book 189 Page 590 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 26 day of August 1975.

Fees \$ 2.00 pd.

SEAL H. P. Ferguson CLERK

PARTIAL RELEASE OF LAND DEED OF TRUST

For a valuable consideration, the receipt of which is hereby acknowledged, We, Mrs. Sallie Wheeler, Mrs. Mamie W. Thomas, Mrs. Verona S. Wheeler, and Mrs. Jane W. Pennington, being the lawful owners and holders of that certain deed of trust indebtedness described in and secured by land deed of trust to Milton M. Wheeler, Mrs. Mamie W. Thomas, Mrs. Verona S. Wheeler, and Mrs. Jane W. Pennington, <sup>from</sup> Audrey L. Polk and wife, Shirley L. Polk, said deed of trust being dated July 25, 1975 and being of record in Book 188, Page 308 of the Land Trust Deed Records of DeSoto County, Mississippi (and with the said Mrs. Sallie Wheeler being the lawful owner of that part of said indebtedness owed to Milton M. Wheeler, by virtue of being his widow and sole heir at law, and with the said Milton M. Wheeler having died intestate on July 26, 1975) do hereby release from the lien of said deed of trust, the lands situated in DeSoto County, Mississippi, and described as follows,

Two (2) acres, situated in the Southeast Quarter of Section Twelve (12), Township Four (4), Range Eight (8) West, located on the East side of U. S. Highway No. 51, and being part of "Lot 6 of Division of Wheeler Farms" and with said two acres being more particularly described by metes and bounds, as follows, to-wit:

Commencing at the Northeast Corner of the Southeast Quarter of said Section 12; thence West 847.07 feet along the North line of said Quarter Section to a point in the East right of way line of U. S. Highway No. 51; thence along said right of way line with the following calls, South 09 degrees 23 minutes West 2157.53 feet to a point, and South 06 degrees 31 minutes West 78 feet to THE POINT OF BEGINNING; thence North 80 degrees 13 minutes 25 seconds East 710.95 feet to a point; thence North 03 degrees 27 minutes West 100 feet to a point in the North line of said Lot 6; thence North 86 degrees 33 minutes East 260 feet to a point; thence South 03 degrees 27 minutes East 252.77 feet to a point; thence South 86 degrees 33 minutes West 260 feet to a point; thence North 03 degrees 27 minutes West 122.59 feet to a point; thence South 80 degrees, 13 minutes 25 seconds West 716.40 feet to a point in the East right of way of said Highway No. 51; thence with said East line, North 06 degrees 31 minutes East 31.26 feet to the point of beginning, and as said two acres is shown by Survey Plat and Description of Ronald R. Williams, C. E., dated August 14, 1975.

However, it is fully understood by all parties hereto that this is a partial release only and said deed of trust is to remain in full force and effect as to all remaining lands covered by said deed of trust.

And further, the Chancery Court Clerk of DeSoto County, Mississippi, is hereby authorized and directed to make proper marginal entry of this partial release upon the margin of the record of said trust deed as the same appears in his office, making proper reference to the Book and Page of recordation of this instrument as his authority for so doing.

Witness our signatures, this the 26th day of August, 1975.

*Mrs. Sallie Wheeler*  
Mrs. Sallie Wheeler  
*Mrs. Mamie W. Thomas*  
Mrs. Mamie W. Thomas  
*Mrs. Verona S. Wheeler*  
Mrs. Verona S. Wheeler  
*Mrs. Jane W. Pennington*  
Mrs. Jane W. Pennington

State of Mississippi,  
County of Tate.

This day personally appeared before me, the undersigned authority in and for said County and State, Mrs. Sallie Wheeler (widow and sole heir at law of Milton M. Wheeler, deceased) and Mrs. Mamie W. Thomas, who severally acknowledged that they signed and delivered the foregoing Partial Release of Deed of Trust upon the day and year of its date and for the purposes and considerations therein expressed.

Given under my hand and seal of office, this the 26th day of August, 1975.

My Commission Expires January 5, 1976.



John R. Burt Jr.  
Chancery Court Clerk

State of Mississippi,  
County of DeSoto.

This day personally appeared before me, the undersigned authority in and for said County and State, Mrs. Verona S. Wheeler and Mrs. Jane W. Pennington, who severally acknowledged that they signed and delivered the foregoing Partial Release of Deed of Trust upon the day and year of its date and for the purposes and considerations therein expressed.

Given under my hand and seal of office, this the 26th day of August, 1975.

My Commission Expires January 5, 1976.



H. G. Ferguson  
Chancery Court Clerk  
by E. D. [Signature]

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 30 minutes A M. 26 day of August 1975, and that the same has been recorded in Book 189 Page 590 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 26 day of August 1975.

Fees \$ 3.00 pd.

SEAL H. P. Ferguson CLERK



CANCELLED BY AUTHORITY RECORDED IN BOOK  
21A PAGE 229  
THIS 2 DAY OF June 1921  
H. B. Ferguson  
CHANCERY CLERK

This instrument was prepared by First Citizens National Bank, Dyersburg, Tennessee.

Know All Men By These Presents, That for and in consideration of one Dollar in hand paid, the receipt of which is hereby acknowledged and the further consideration hereinafter recited, Wesley A. Wesley and wife, Judy A. Wesley have this day bargained and sold, and do hereby transfer and convey to Chas. H. Hipford Trustee, or his successor Trustee, the following described tract or parcel of land, to wit: Situated in the County of Dyer, State of Tennessee, more particularly described as follows:

Lot 2486, Section 27, Range 4 West, Township 35 North, Range 4 West, in the office of the Chancery Clerk.

Being the same property as shown in the Register's Office, Dyer County, Tennessee, as shown and recorded in Deed Book...  
To Have and to Hold the above described tract or parcel of land, together with all the right and interest therein, unto the said Chas. H. Hipford and his successor in trust and assigns forever in Fee Simple. We covenant that we are lawfully seized of the above property, have a good and perfect right to convey same, and that it is unencumbered, except by the mortgage of the said Wesley A. Wesley and wife, Judy A. Wesley to the said First Citizens National Bank, Dyersburg, Tenn. and that it is not subject to any other lien or claim of any person whatsoever. But this conveyance is made for the purpose of securing the payment of the debt of the said Wesley A. Wesley and wife, Judy A. Wesley to the said First Citizens National Bank, Dyersburg, Tenn. in the amount of \$5000.00 (five thousand dollars) payable to the said First Citizens National Bank, Dyersburg, Tenn. in 36 consecutive monthly installments of \$141.34 to begin 10/10/21. Interest from date at 10% applied first to interest and to prin.



CANCELLED BY AUTHORITY, RECORDED IN BOOK

896 PAGE 429

THIS 1st DAY OF April, 1949

WE Dams CHANCERY CLERK

Assignment of this instrument Recorded in 595

Real estate T 10 Book

No. 422 Page 131

This the 1st day of Dec. 19 87

H. H. Ferguson Clerk by S. Jalylo, 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, August 26, 1975, (Date)

by and between the undersigned

LOUELLA JONES, A Single Person,

residing in DeSoto County, Mississippi, whose post office

address is 390 College Street - 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
August 26, 1975	\$20,720.00	8-1/8%	August 26, 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 No. 4, Oak Grove Subdivision, Revised Plat, in Section 13, Township 3 South, Range 8 West (DeSoto County, Mississippi), as recorded in Plat Book 13, Page 38 in the Office of the Chancery Clerk of DeSoto County, Mississippi; to which plat reference is made for a more particular description of said lot.

together with all rights, interests, easements, hereditaments and appurtenances therunto 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.

*Louella Jones*  
 \_\_\_\_\_  
 Louella Jones, A Single Person

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 LOUELLA JONES, A Single Person,

~~and~~ she 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 26<sup>th</sup> day of August, 19 75.  
*William H. Luster*  
 \_\_\_\_\_  
 NOTARY PUBLIC  
 (Title)

STATE OF MISSISSIPPI, DESOTO COUNTY  
 I certify that the within instrument was filed for record at 10 o'clock no minutes A. M. 28 day of August 1975, and that the same has been recorded in Book 189 Page 595 records of REAL ESTATE TRUST DEEDS of said County.  
 Witness my hand and seal this the 29 day of August 1975.  
 Fees \$ 5.00 pd.  
 SEAL *H. P. Ferguson* CLERK

Assignment of this Instrument Recorded in  
Real Estate TID Book  
No. 251 Page 738  
This the 8 day of Nov. 1979

411 PAGE 573  
1964 DAY OF August 10 87  
W. H. Ferguson  
J. D. Taylor, P.C.

VA Form 25-5222 (Home Loan)  
Revised January 1974. Use Optional Section 1816, Title 38, U.S.C. Acceptable to Federal National Mortgage Association.

MISSISSIPPI

# DEED OF TRUST

THIS DEED OF TRUST, made and entered into this 22nd day of August, 1975, by and between

DONALD L. STREETER and wife, ORA L. STREETER

, hereinafter called the Grantor;

C. B. HENLEY, hereinafter called the Trustee, and

BAILEY MORTGAGE COMPANY,

a corporation organized and existing under the laws of State of Mississippi, having its principal office and post-office address at 161 East Amite Street; Jackson, Miss. 39205, hereinafter called the Beneficiary:

WITNESSETH, That the Grantor, in consideration of the debt and trust hereinafter mentioned, and the sum of One Dollar (\$1.00) to the Grantor paid by the Trustee, the receipt whereof is hereby acknowledged, does by these presents grant, bargain, sell, convey, and warrant unto the Trustee, the following-described property, situated in the County of DeSoto, State of Mississippi, to wit:

3.04 Acres, more or less, in the Northeast Quarter of Section 17, Township 2 South, Range 8 West, DeSoto County, Mississippi, described as:  
BEGINNING at a point in the center of Lower Horn Lake Road, said point being the Southeast Corner of the 17.75 Acres owned by Adco Company, Inc.; thence Northerly 200 feet, more or less; thence West 630.00 feet; thence South 200 feet; thence East 693.84 feet to the Point of Beginning; intending to convey the Southernmost 200 feet of the 17.75-acre tract, and being the same land conveyed by Adco Company, Inc. to Jerry D. Robertson, et ux, by Warranty Deed dated April 13, 1964, recorded in Book 57, Page 545 (in the Office of the Chancery Clerk of said county).

The Grantors covenant and agree that so long as this Deed of Trust and the note secured hereby are guaranteed under the Servicemen's Readjustment Act, or insured under the provisions of the National Housing Act, they will not execute or file for record any instrument which imposes a restriction upon the sale or occupancy of the subject property on the basis of race, color or creed. Upon any violation of this covenant, the note holder may, at its option, declare the unpaid balance of the debt secured hereby immediately due and payable.

The Grantors covenant and agree that should this security instrument or note secured hereby be determined ineligible for guaranty under the Servicemen's Readjustment Act within 30 days from the date hereof (written statement of any officer or authorized agent of the Veterans Administration declining to guarantee said note and/or this security instrument being deemed conclusive proof of such ineligibility), the present holder of the note secured hereby or any subsequent holder thereof, may at its option, declare all notes secured hereby immediately due and payable.

The funds derived from the indebtedness secured by this deed of trust have been entirely used to pay the seller all or part of the purchase price of the property described above, together with all buildings and improvements thereon or that may hereafter be erected thereon and the hereditaments and appurtenances and all other rights thereunto belonging, or in anywise now or hereafter appertaining, and the reversion and reversions, remainder or remainders, rents, issues, and profits thereof, and all rights of homestead, and all fixtures now or hereafter attached to or used in connection with the premises herein described and in addition thereto the following described household appliances, which are, and shall be deemed to be, fixtures and a part of the realty, and are a portion of the security of the indebtedness herein mentioned:

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Borrower covenants and agrees that if on any future date the above described property is declared by appropriate authority to be located in a special flood hazard area, and the Holder of the indebtedness, its successor or assigns, requires flood insurance and same is available under the National Flood Insurance Act of 1968, as amended by the Flood Disaster Act of 1973 and/or subsequent similar legislation, the Borrower will immediately secure and deliver to the Lender a flood insurance policy in an amount not less than the minimum specified by the Lender with the first year premium paid in full. Borrower further agrees that a sum equal to one-twelfth of the annual renewal premium will be paid monthly with the installments of principal and interest according and subject to the provisions and Lenders options contained in subsequent paragraphs hereof governing escrow for taxes, mortgage loan insurance and hazard insurance. Borrower and Lender covenant and agree that the rights of acceleration, remedy and reinstatement as set forth in other paragraphs hereof shall also apply to this covenant.

To HAVE AND TO HOLD the same unto the Trustee and unto his successors and assigns, forever.

FIFTY AND NO/100 ---

IN TRUST, HOWEVER, to secure to the Beneficiary named above, the payment of a certain promissory note of even date herewith in the principal sum of THIRTY-SIX THOUSAND EIGHT HUNDRED / Dollars (\$ 36,850.00 ), with interest from date at the rate of eight & one-half per centum (8-1/2%) per annum on the balance remaining from time to time unpaid; principal and interest being payable at the office of BAILEY MORTGAGE COMPANY at 161 East Amite Street in Jackson, Mississippi 39205, or at such other place as the holder may designate, in writing delivered or mailed to the Grantor, in monthly installments of Two Hundred Eighty-Three and 38/100 Dollars (\$ 283.38 ), commencing on the first day of October, 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 September, 2005.

The Grantor, in order more fully to protect the security of this Deed of Trust, does hereby covenant and agree as follows:

1. He will pay all and singular the principal and interest and other sums of money payable by virtue of the note secured hereby and of this lien, at the times and in the manner in said note and hereinafter provided. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, and in whole or in part, and prepayment in full shall be credited on the date received. Partial prepayment, other than on an installment due date, need not be credited until the next following installment due date or thirty days after such prepayment, whichever is earlier.

2. Together with and in addition to the monthly payments of principal and interest payable under the terms of the note secured hereby, he will pay to the Beneficiary as trustee (under the terms of this trust as herein stated), on the first day of each month until the note is fully paid:

(a) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable to renew the policies of fire and other hazard insurance on the premises covered by this Deed of Trust, plus taxes and assessments next due on these premises (all as estimated by the Beneficiary, and of which Grantor is notified) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by the Beneficiary in trust to pay said ground rents, premiums, taxes, and special assessments.

(b) The aggregate of the amounts payable pursuant to subparagraph (a) and those payable on the note secured hereby, shall be paid in a single payment each month, to be applied to the following items in the order stated:

- (i) ground rents, if any, taxes, special assessments, fire and other hazard insurance premiums;
- (ii) interest on the note secured hereby; and
- (iii) amortization of the principal of said note.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Grantor prior to the due date of the next such payment, constitute an event of default under this Deed of Trust. At Beneficiary's option, Grantor will pay a "late charge" not exceeding four per centum (4%) of any installment when paid more than fifteen (15) days after the due date thereof to cover the extra expense involved in handling delinquent payments, but such "late charge" shall not be payable out of the proceeds of any sale made to satisfy the indebtedness secured hereby, unless such proceeds are sufficient to discharge the entire indebtedness and all proper costs and expenses secured thereby.

3. If the total of the payments made by the Grantor under (a) of paragraph 2 preceding shall exceed the amount of payments actually made by the Beneficiary as trustee for ground rents, taxes, or assessments, or insurance premiums, as the case may be, such excess shall be credited on subsequent payments to be made by the Grantor for such items or, at Beneficiary's option as trustee, shall be refunded to Grantor. If, however, such monthly payments shall not be sufficient to pay such items when the same shall become due and payable, then the Grantor shall pay to the Beneficiary as trustee any amount necessary to make up the deficiency. Such payments shall be made within thirty (30) days after written notice from the Beneficiary stating the amount of the deficiency, which notice may be given by mail. If at any time the Grantor shall tender to the Beneficiary, in accordance with the provisions thereof, the full payment of the entire indebtedness represented thereby, the Beneficiary shall as trustee, in computing the amount of such indebtedness, credit to the account of the Grantor any credit balance remaining under the provisions of (a) of paragraph 2 hereof. If there shall be a default under any of the provisions of this Deed of Trust resulting in a public sale of the premises covered hereby or if the Beneficiary acquires the property otherwise after default, the Beneficiary shall apply,



as trustee at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the amount then remaining to credit of Grantor under (a) of paragraph 2 preceding, as a credit on the interest accrued and unpaid and the balance to the principal then remaining unpaid on the note secured hereby.

4. The lien of this instrument shall remain in full force and effect during any postponement or extension of the time of payment of the indebtedness or any part thereof secured hereby.

5. He will pay all and singular the costs, charges and expenses, including reasonable attorney's fees incurred by Beneficiary because of the failure on the part of the Grantor to conform and comply with his obligations and duties under the term of the note secured hereby and of this Deed of Trust; and if such failure results in a sale under a foreclosure hereof, said fee shall be fifteen per centum ( 15 %) 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.

*Donald L. Streeter*  
Donald L. Streeter  
*Ora L. Streeter*  
Ora L. Streeter

STATE OF MISSISSIPPI,  
COUNTY OF DeSOTO

Personally appeared before me *William H. Ferguson*, the undersigned Notary Public in and for said County, the within named DONALD L. STREETER and ORA L. STREETER, 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 29 day of August, 19 75.



My Commission Expires: My Commission Expires May 15, 1978

*William H. Ferguson*  
NOTARY PUBLIC

MISSISSIPPI

Trust

at: 11:30 A.M.

of said County, going conveyance his office on the 29 day of August, 19 75.

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 11 o'clock 30 minutes A. M. 25 day of August 1975, and that the same has been recorded in Book 189 Page 599 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 29 day of August 1975.

Fees \$5.00 pd.

SEAL *H. P. Ferguson*, CLERK

MISSISSIPPI

SUBSTITUTION OF TRUSTEE

KNOW ALL MEN BY THESE PRESENTS, THAT:

WHEREAS, on May 21, 1973, PHILLIP W. SHUTE and wife, MARY K. SHUTE, executed and delivered a certain promissory note dated May 21, 1973, for Eighteen Thousand and No/100-----DOLLARS (\$18,000.00), payable to National Mortgage Company

WHEREAS, as security for said note PHILLIP W. SHUTE and wife, MARY K. SHUTE, executed and delivered a deed of trust to Delta Title Company as trustee, said deed of trust being dated May 21, 1973, and recorded in Book 159, Page 428, at 11:00 o'clock A.M. on May 24, 1973; assigned to Government National Mortgage Association, said assignment being recorded in Book 160, Page 482, at 11:00 A.M. on June 8, 1973; assigned to Secretary of Housing and Urban Development, said assignment being recorded in Book 168, Page 337, at 11:25 A.M. on Nov. 14, 1973 in the records of the Chancery Clerk's Office, DeSoto County, State of Mississippi, covering the following described property, to wit:

Lot 834, 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 833 of said subdivision (cont. on back)

THE interest of the Secretary of Housing and Urban Development was acquired pursuant to the provisions of the National Housing Act, as amended, (12 USC 1701 et seq.) and the Department of Housing and Urban Development Act (79 Stat. 667).

WHEREAS, said deed of trust contains the following provision:

"The Beneficiary, or any subsequent holder of the note, is hereby authorized and empowered to appoint and substitute another Trustee in the place of the Trustee named herein, at any time, by writing, duly signed and acknowledged and recorded in the county or counties where the premises covered hereby are situate, and such appointee shall have full power as the Trustee herein, together with all the rights and privileges thereunto belonging."

NOW, THEREFORE, in exercise of the power of appointment contained in said deed of trust as set out above, the undersigned, CARLA A. HILLS, Secretary of Housing and Urban Development, of Washington, D. C., acting by and through the Federal Housing Commissioner, as the holder of the note, hereby appoints G. A. GAFFORD of Oxford, Mississippi to be the Trustee under said deed of trust in place and in stead of \_\_\_\_\_, with all powers and duties of the original Trustee.

IN WITNESS WHEREOF, the undersigned on July 28, 1975, has set his hand and seal as Assistant Federal Housing Commissioner, for and on behalf of the said Secretary of Housing and Urban Development, under authority and by virtue of Section 204(g) of the National Housing Act, as amended.

Witness: CARLA A. HILLS Secretary of Housing and Urban Development

*Yvonne N. Brown*  
*Loathen A. Shanks*

By: Federal Housing Commissioner  
By: *Robert F. Hollister* (SEAL)  
ROBERT F. HOLLISTER  
Assistant Federal Housing Commissioner

DISTRICT OF COLUMBIA : ss

Personally appeared before me, Vikki M. Davis, the undersigned, a notary public duly commissioned and qualified in and for the District of Columbia, the within named Robert F. Hollister who is personally well known to me and known to me to be the duly appointed Assistant Federal Housing Commissioner and the person who executed the foregoing instrument bearing date of July 28, 1975 by virtue of the authority vested in him by Section 204(g) of the National Housing Act, as amended, who acknowledged that he signed and delivered the foregoing instrument on the day and year therein mentioned, as Assistant Federal Housing Commissioner, for and on behalf of Carla A. Hills, as Secretary of Housing and Urban Development.



Given under my hand and seal this 28th day of July, 1975.

*Vikki M. Davis*  
Notary Public, D. C.  
My Commission Expires April 14, 1980

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427.5 feet southwestwardly from the southwesterly curb line of Meadowbrook Drive, produced; thence westwardly along the southerly line of Briarwood Drive 63.5 feet to a point at the northeast corner of Lot 835 of said subdivision; thence southwardly 123.5 feet to a point at the southeast corner of said Lot 835; thence eastwardly 70.27 feet to a point at the southwest corner of said Lot 833; thence northwardly 123.5 feet to the point of beginning.

STATE OF MISSISSIPPI, DESOTO COUNTY  
I certify that the within instrument was filed for record at 9 o'clock and 30 minutes A M 26 day of August 1975, and that the same has been recorded in Book No. \_\_\_\_\_ records of \_\_\_\_\_ of said County.  
Witness my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_ Clerk

chg. 2.50

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 9 o'clock 30 minutes A M. 26 day of August 1975, and that the same has been recorded in Book 189 Page 403 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 29 day of August 1975.

Fees \$ 2.50 pd.

SEAL H. P. Ferguson, CLERK

FULLY PAID AND SATISFIED. 2-21-92  
UNITED STATES OF AMERICA, FARMERS HOME  
ADMINISTRATION BY: Gary F. Jantor  
COUNTY SUPERVISOR, PURSUANT TO AUTHORITY  
CONTAINED IN 31. F. R. 14109.  
W. E. Davis, Chancery Clerk  
by S. Cleveland, sec.

Return to: WJH

USDA-FHA  
Form FHA 427-1 MS  
(Rev. 9-7-71)

Position 5

REAL ESTATE DEED OF TRUST FOR MISSISSIPPI  
(INSURED LOANS TO INDIVIDUALS)

THIS INDENTURE, made and entered into this day, August 25, 1975  
(Date)

by and between the undersigned Frankie Shannon

residing in DeSoto County, Mississippi, whose post office  
address is Oak Grove Subdivision, 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 accel-  
eration of the entire indebtedness at the option of the Government upon any default by Borrower, and being further described  
as follows:

<u>Date of Instrument</u>	<u>Principal Amount</u>	<u>Annual Rate of Interest</u>	<u>Due Date of Final Installment</u>
August 25, 1975	\$23,040.00	8-1/8%	August 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 Farmers Home Administration Act of 1961, or Title V of the Housing Act of 1949;

And when payment of the note is insured by the Government, the Government may retain the right to a specified portion  
of the payments on the note;

And a condition of the insurance of payment of the note will be that the holder will forego his rights and remedies  
against Borrower and any others in connection with the loan evidenced thereby, as well as any benefit of this instrument,  
and will accept the benefits of such insurance in lieu thereof, and upon the Government's request will assign the note to  
the Government;

And it is the purpose and intent of this instrument that, among other things, at all times when the note is held by the  
Government, or in the event the Government should assign this instrument without insurance of the note, this instrument  
shall secure payment of the note; but when the note is held by an insured holder, this instrument shall not secure payment  
of the note or attach to the debt evidenced thereby, but as to the note and such debt shall constitute an indemnity mortgage  
to secure the Government against loss under its insurance contract by reason of any default by Borrower.

NOW, THEREFORE, in consideration of the loan(s), Borrower does hereby grant, bargain, sell, convey, and assign  
unto trustee with general warranty the following-described property situated in the State of Mississippi, County(ies) of

DeSoto, Town of Hernando,

Lot 1, Oak Grove Subdivision, Revised Plat, in Section 13, Township 3, Range 8 West,  
as recorded in Plat Book 13, Page 38, in the Office of the Chancery Clerk of DeSoto  
County, Mississippi, for which reference is made for a definite description.

EXCEPTIONS:

1. Right of way to Mississippi Power & Light Company, recorded in Book 110, Page 65, of the records of DeSoto County, Mississippi.
2. Restrictive covenants for Oak Grove Subdivision as per plat thereof recorded in Plat Book 13, Page 38, 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.
3. Utility easements as contained in Plat Book 13, Page 38, on said subdivision.
4. Subject to building set back of 35 feet on the front and 25 feet on the rear and combined total of 15 feet on sides, with no less than 5 feet on each side.

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) At all times when the note is held by an insured holder, any amount due and unpaid under the terms of the note to which the holder is entitled may be paid by the Government to the holder of the note for the account of Borrower. Any amount due and unpaid under the terms of the note, whether it is held by the Government or by an insured holder, may be credited by the Government on the note and thereupon shall constitute an advance by the Government for the account of Borrower. Any advance by the Government as described in this paragraph shall bear interest at the note rate from the date on which the amount of the advance was due to the date of payment to the Government, provided that Borrower shall be required to pay interest on only the principal portion of such advance unless otherwise provided in the regulations of the Farmers Home Administration.
- (4) Whether or not the note is insured by the Government, the Government may at any time pay any other amounts required herein to be paid by Borrower and not paid by him when due, as well as any costs and expenses for the preservation, protection, or enforcement of this lien, as advances for the account of Borrower. All such advances shall bear interest at the rate borne by the note which has the highest interest rate.
- (5) All advances by the Government as described in this instrument, with interest, shall be immediately due and payable by Borrower to the Government without demand at the place designated in the latest note and shall be secured hereby. No such advance by the Government shall relieve Borrower from breach of his covenant to pay. Any payment made by Borrower may be applied on the note or any indebtedness to the Government secured hereby, in any order the Government determines.

- (6) To use the loan evidenced by the note solely for purposes authorized by the Government.
- (7) To pay when due all taxes, liens, judgments, encumbrances, and assessments against the property and promptly deliver to the Government without demand receipts evidencing such payments.
- (8) To keep the property insured as required by and under insurance policies approved by, delivered to, and retained by the Government.
- (9) To maintain improvements in good repair and make repairs required by the Government; operate the property in a good and husbandmanlike manner; comply with such farm conservation practices and farm and home management plans as the Government from time to time may prescribe; and not to abandon the property, or cause or permit waste, lessening or impairment of the security covered hereby, or, without the written consent of the Government, cut, remove, or lease any timber, gravel, oil, gas, coal, or other minerals except as may be necessary for ordinary domestic purposes.
- (10) To comply with all laws, ordinances, and regulations affecting the property.
- (11) To pay or reimburse the Government for expenses reasonably necessary or incidental to the protection of the lien and priority hereof and to the enforcement of or the compliance with the provisions hereof and of the note and any supplementary agreement (whether before or after default), including but not limited to costs of evidence of title to and survey of the property, costs of recording this and other instruments, attorneys' fees, trustees' fees, court costs, and expenses of advertising, selling, and conveying the property.
- (12) Neither the property nor any portion thereof or interest therein shall be leased, assigned, sold, transferred, or encumbered, voluntarily or otherwise, without the written consent of the Government. The Government shall have the sole and exclusive rights as mortgagee hereunder, including but not limited to the power to grant consents, partial releases, subordinations, satisfaction, and no insured holder shall have any right, title or interest in or to the lien or any benefits hereof.
- (13) At all reasonable times the Government and its agents may inspect the property to ascertain whether the covenants and agreements contained herein or in any supplementary agreement are being performed.
- (14) The Government may extend and defer the maturity of and renew and reamortize the debt evidenced by the note or any indebtedness to the Government secured hereby, release from liability to the Government any party so liable thereon, release portions of the property from and subordinate the lien hereof, and waive any other rights hereunder, without affecting the lien or priority hereof or the liability to the Government of Borrower or any other party for payment of the note or indebtedness secured hereby except as specified by the Government in writing.
- (15) If at any time it shall appear to the Government that Borrower may be able to obtain a loan from a production credit association, a Federal land bank, or other responsible cooperative or private credit source, at reasonable rates and terms for loans for similar purposes and periods of time, Borrower will, upon the Government's request, apply for and accept such loan in sufficient amount to pay the note and any indebtedness secured hereby and to pay for any stock necessary to be purchased in a cooperative lending agency in connection with such loan.
- (16) The power to appoint a substitute trustee is hereby granted to the Government and its assigns, to be exercised at any time hereafter, without notice and without specifying any reason therefor, by filing for record in the office where this instrument is recorded an instrument of appointment, whereupon the substitute trustee shall succeed to all the estates, rights, powers, and trusts herein granted to or vested in Trustee, and the former trustee or substitute trustee shall be divested thereof; and notice of the exercise of this power and any requirement of, or right to require, a bond from any trustee hereunder, are hereby waived.
- (17) Default hereunder shall constitute default under any other real estate, or under any personal property or other, security instrument held or insured by the Government and executed or assumed by Borrower, and default under any such other security instrument shall constitute default hereunder.
- (18) SHOULD DEFAULT occur in the performance or discharge of any obligation secured by this instrument, or should any one of the parties named as Borrower die or be declared an incompetent, a bankrupt, or an insolvent, or make an assignment for the benefit of creditors, the Government, at its option, with or without notice, may: (a) declare the entire amount unpaid under the note and any indebtedness to the Government hereby secured immediately due and payable, (b) for the account of Borrower incur and pay reasonable expenses for repair or maintenance of and take possession of, operate or rent the property, (c) upon application by it and production of this instrument, without other evidence and without notice of hearing of said application have a receiver appointed for the property, with the usual powers of receivers in like cases, and (d) authorize and request Trustee to foreclose this instrument and sell the property as provided by law.
- (19) Upon default aforesaid, at the request of the Government, Trustee may foreclose this instrument by advertisement and sale of the property as provided by law, for cash or secured credit at the option of the Government, personal notice of which sale need not be served on Borrower, such sale may be adjourned from time to time without other notice than oral proclamation at the time and place appointed for such sale and correction made on the posted notices, and at such sale the Government and its agents may bid and purchase as a stranger; Trustee at his option may conduct such sale without being personally present, through his delegate authorized by him for such purpose orally or in writing, and Trustee's execution of a conveyance of the property or any part thereof to any purchaser at foreclosure sale shall be conclusive evidence that the sale was conducted by Trustee personally or through his delegate duly authorized in accordance herewith. If the property is situated in two or more counties, the sale may be held in any one of such counties selected by the Government in its sole discretion.
- (20) The proceeds of foreclosure sale shall be applied in the following order to the payment of: (a) costs and expenses incident to enforcing or complying with the provisions hereof, (b) any prior liens required by law or a competent court to be so paid, (c) the debt evidenced by the note and all indebtedness to the Government secured hereby, (d) inferior liens of record required by law or a competent court to be so paid, (e) at the Government's option, any other indebtedness of Borrower owing to or insured by the Government, and (f) any balance to Borrower. In case the Government is the successful bidder at foreclosure or other sale of all or any part of the property, the Government may pay its share of the purchase price by crediting such amount on any debts of Borrower owing to or insured by the Government, in the order prescribed above.

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(21) All powers and agencies granted in this instrument are coupled with an interest and are irrevocable by death or otherwise; and the rights and remedies provided in this instrument are cumulative to remedies provided by law.

(22) As against the debt evidenced by the note and any indebtedness to the Government hereby secured, with respect to the property, Borrower (a) hereby relinquishes, waives, and conveys all rights, inchoate or consummate, of descent, dower, curtesy, homestead, valuation, appraisal, and exemption, to which Borrower is or becomes entitled under the laws and constitution of the jurisdiction where the property lies, and (b) hereby agrees that any right provided by such laws or constitution for redemption or possession following foreclosure sale shall not apply, and that no right of redemption or possession shall exist after foreclosure sale.

(23) If any part of the loan for which this instrument is given shall be used to finance the purchase, construction or repair of property to be used as an owner-occupied dwelling (a) neither he nor anyone authorized to act for him will, after receipt of a bona fide offer, refuse to negotiate for its sale or rental, or will otherwise make unavailable or deny said property, to anyone because of race, color, religion or national origin and (b) Borrower recognizes as illegal and hereby disclaims and will not comply with or attempt to enforce any restrictive covenants on said property relating to race, color, religion or national origin.

(24) This instrument shall be subject to the present regulations of the Farmers Home Administration, and to its future regulations not inconsistent with the express provisions hereof.

(25) Notices given hereunder shall be sent by certified mail, unless otherwise required by law, addressed, unless and until some other address is designated in a notice so given in the case of the Government to Farmers Home Administration, United States Department of Agriculture, at Jackson, Mississippi 39201, and in the case of Borrower to him at his post office address stated above.

WITNESS the signature(s) of Borrower the day and year first above written

*Frankie Shannon*  
 Frankie Shannon

STATE OF MISSISSIPPI  
 COUNTY OF DeSoto

ACKNOWLEDGMENT

Personally appeared before me, the undersigned, a n authority in and for said County and State, the within-named Frankie Shannon, his wife, who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and official seal this 25th day of August, 19 75.



I certify that the within instrument was filed for record at 9 o'clock and 15 minutes A. M. 27

Notary Public Aug. 19 75 and that the same has been recorded in Book No. \_\_\_\_\_ Page \_\_\_\_\_ records of Trust Deeds of said County.

*Wilray, Hagan & Lee*  
 5.00 pd. Witness my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_ and 9:00 a.m. Clerk

STATE OF MISSISSIPPI, DESOTO COUNTY  
 I certify that the within instrument was filed for record at 9 o'clock and 15 minutes A. M. 27 day of August 1975, and that the same has been recorded in Book 189 Page 605 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 29 day of August 1975.  
 Fees \$ 5.00 pd.

SEAL *H. P. Ferguson*, CLERK



H. S. Ferguson  
CHANCERY CLERK

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Mississippi Bankers Association  
Form No. 1  
(Revised Dec. 1955)  
L A N D

### DEED OF TRUST LAND

THIS INDENTURE, this day made and entered into between

Edward F. Nolen and wife, Dorothy Nolen

of the first part, hereinafter designated as the Grantor,

Dwight K. Luter 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 Seventeen Thousand and Forty and 00/100----- DOLLARS (\$ 17,040.00 ) evidenced by 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:

Payable in 83 equal monthly installments of \$202.86 and one final installment of \$202.62, the first being due and payable on or before the 25th day of September, 1975, with a like amount being due and payable on or before the 25th day of each month thereafter, with the final installment of \$202.62, being due and payable on or before August 25, 1982.

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.

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 16, Section "A" Lakeview Village Subdivision in Section 23, Township 1 South, Range 9 West, as per plat thereof recorded in plat book 9, page 9 in the office of the Chancery Clerk of DeSoto County, Mississippi, less 1/2 minerals reserved in book 35, page 50, in the office of the Chancery Clerk of DeSoto County, Mississippi.

Together with all the hereditaments and appurtenances thereunto appertaining, as far as they may now or hereafter, during the term of this deed of trust, belong to or be used in connection with the occupancy of any building on the said land, or that may be hereafter erected thereon, all heating and ventilating apparatus, gas, electric light and other fixtures, whether attached to said premises or detached therefrom.

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary herein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment of interest as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other covenant herein contained, then and in that event the entire principal sum secured hereby with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, or the owner or holder of said note or notes, be and become at once due and payable, and the trustee herein named, or his successor or successors, shall, at the request of the beneficiary, or at the request of any owner or holder of the note or notes secured hereby, sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid. Such sale shall be made by giving notice of the time, place and terms of sale as required by Section 388 of the Mississippi Code of 1942 and amendments if any thereto, and the trustee shall make deed to the purchaser or purchasers. Should the beneficiary, or the owner or holder of the note or notes secured hereby be a corporation, then in such event a declaration of default to the trustee, and a request for sale hereunder, may be made by any officer thereof. If the land covered hereby is situated in two or more counties, or in two judicial districts of the same county, the trustee may sell the whole in any of the counties, or in either of the judicial districts of a county in which any part of the land lies. Out of the proceeds of sale the trustee shall first pay the cost of advertising and making the sale; and secondly, he shall pay whatever items may have been incurred and remain unpaid in the protection of this security; then he shall pay such of the items of indebtedness secured hereby as may be outstanding in the order of their maturity, and any balance remaining in his hands shall be delivered to the grantor, or to his proper representatives, agents or assigns.

It is agreed and understood, by and between the parties hereto that this conveyance is executed and intended to be, and is hereby made subject to the following covenants, stipulations and conditions, all of which shall be binding upon the parties hereto and each of them.

First. In addition to the indebtedness specifically mentioned above, and any and all extensions or renewals of the same, or any part thereof, this conveyance shall also cover such future and additional advances as may be made to the grantor, or either of them, by the beneficiary, not to exceed the sum of \$125,000.00, the beneficiary to be the sole judge as to whether or not such future and additional advances shall be made. In addition to all of the above, it is intended that this conveyance shall secure, and it does secure any and all debts, obligations, or liabilities, direct or contingent, of the grantor herein, or either of them, to the beneficiary, whether now existing or hereafter arising at any time before actual cancellation of this instrument on the public records of mortgages and deeds of trust, whether the same be evidenced by note, open account, over-draft, endorsement, guaranty or otherwise.

Second. The grantor will at all times during the continuance of this deed of trust keep the buildings and improvements on said premises insured against loss or damage by fire, storm, war damage and other hazard in such reliable insurance company, or companies, as may be acceptable to the beneficiary, for the maximum amount of insurance obtainable, or in such amount as may be approved by beneficiary, and all policies covering the same shall contain the proper loss payable clause, making all losses, if any, payable to the beneficiary, his successors or assigns, and shall be delivered to the beneficiary herein, or to the owner or holder of the notes secured hereby as additional security. In case of loss and payment by any insurance company, the amount of insurance money so paid shall be applied either on the indebtedness secured hereby, or in rebuilding or restoring the damaged building, or buildings, or it may be released to the grantor, as the beneficiary may elect. In the event of loss the grantor shall immediately give notice by mail to the beneficiary who may make proof of loss if same be not promptly made by the grantor. Each insurance company involved is hereby authorized, empowered and directed to make payment for any loss directly to the beneficiary instead of to the grantor and the beneficiary jointly.

Third. The grantor will pay all taxes and assessments, general or special, which may be assessed against the said land, premises or property, or upon the interest of the trustee or the beneficiary therein, or upon this deed of trust, or the indebtedness secured hereby, without regard to any law heretofore enacted or that may hereafter be enacted imposing payment of the whole or any part thereof upon either the trustee or beneficiary, and further will furnish annually to the beneficiary certificates or receipts of the proper officer showing full payment of all such taxes and assessments.

Fourth. That the rents, issues and profits of all and every part of the property here conveyed are specifically pledged to the payment of the indebtedness hereby secured, and all obligations which may accrue under the terms of this instrument. Upon the maturity of the indebtedness hereby secured, either by lapse of time or by reason of any default as herein provided, or if at any time it becomes necessary to protect the lien of this conveyance, the beneficiary, or any owner, or holder of the notes secured hereby, shall have the right to forthwith enter into and upon the property hereinbefore described and take possession thereof, and collect and apply the rents, issues and profits thereon upon the indebtedness secured hereby, or may, if it is so desired, have a receiver appointed by any court of competent jurisdiction to collect and impound the said rents, issues and profits and after paying the expense of such receivership apply the balance thereof to the payment of any indebtedness secured hereby.

Fifth. The failure on the part of the grantor to keep and perform each, any, and all of the covenants and stipulations of this deed of trust, or the passage by the State of Mississippi of any law imposing payment of the whole or any portion of any of the taxes aforesaid upon the trustee or the beneficiary, or upon the rendering by any court of competent jurisdiction of a decision that the stipulation or provision herein covering the payment of taxes or assessments is legally inoperative, shall give to the beneficiary or to the owner or holder of the notes secured hereby the option to at once declare the entire principal sum hereby secured with all interest and charges thereon, and all other amounts secured hereby at once due and demandable and to have the property advertised and sold by the trustee herein named, or his successor or successors, in accordance with the provisions of this conveyance hereinbefore set out. But in case such default consists in the failure to keep the said property insured or to pay the taxes herein required, the beneficiary, or the owner or holder of the said secured notes, may procure said insurance and pay said taxes and assessments, or redeem the property from tax sale if it has been sold; and any and all sums paid in procuring said insurance or in paying said taxes or assessments or in redeeming said property from tax sale, together with interest thereon at the rate herein stipulated from the date the same shall have been paid, shall be covered by this conveyance and shall be due and demandable on the date of the maturity of the interest installment which may become due under the terms of this instrument next after such additional items of expense are made or incurred. In case the beneficiary or the owner or holder of said secured notes elects to advance insurance premium and/or taxes, the receipt of an agent of the insurance company or companies in which said insurance is placed shall, with respect to such insurance premiums, be conclusive evidence as between the parties to this conveyance of the amount and fact of payment thereof; and the receipt of the proper public official, shall with respect to the taxes and assessments, aforesaid, be conclusive as between the parties to this conveyance of the amount and validity of said taxes or assessments and of the fact of the payment thereof.

Sixth. The beneficiary, or any owner or holder of the note secured hereby, may at pleasure, without giving formal notice to the original or any successor trustee, or to the grantor herein, and without regard to the willingness or inability of any such trustee to act, or to execute this trust, appoint another person or succession of persons to act as trustee herein, and such appointee or substitute shall have all the powers in the execution of this trust as are vested in the trustee herein named. If the beneficiary, or the owner or holder of the note secured hereby, be a corporation, such appointment may be made by its president, vice-president, assistant vice-president, secretary or treasurer.

Seventh. In case of foreclosure and sale of the property covered hereby, the beneficiary, or any owner or holder of the notes secured hereby, shall have the same right to purchase at said sale as if a stranger to this instrument.

Eighth. Grantor covenants that the premises and property covered hereby will at all times be used in a good and husbandlike manner, for lawful purposes only, and that waste will not be committed or suffered to be committed thereon.

Ninth. Whenever in this deed of trust the context so requires, the singular number shall include the plural, and the plural the singular; holder of the note or notes shall be deemed to refer to and include the owner of the debt, and the word beneficiary shall at any and all times include and mean the then holder of the note or notes secured hereby.

IN TESTIMONY WHEREOF, witness the signature of the grantor this the 19th day of August 1975

*Edward F. Nolen*  
Edward F. Nolen  
*Dorothy Nolen*  
Dorothy Nolen

STATE OF MISSISSIPPI,  
COUNTY OF DESOTO

This day personally appeared before me, the undersigned authority, in and for the State and County aforesaid, the within named Edward F. Nolen and wife, Dorothy Nolen 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 August 1975.  
My Commission Expires 9-25-78  
*[Signature]*  
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 30 minutes A. M. 27 day of August 1975, and that the same has been recorded in Book 189 Page 609 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 29 day of August 1975.

Fees \$ 5.00 pd.

SEAL *H. P. Ferguson* CLERK

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Magnolia Federal Bank for Savings  
Assignment of this instrument recorded in  
Real Estate T/D book  
No. 604 Page 592  
This the 29 day of Sept. 1992  
W. E. Davis  
Cly. Woodard, O.C. Clerk

Magna Mtg Co  
Assignment of this instrument recorded in  
Real Estate T/D book  
No. 754 Page 530  
This the 31 day of March 19 95  
W. E. Davis  
Cly. Woodard, O.C. Clerk

ASSIGNMENT OF THIS INSTRUMENT RECORDED IN  
Real Estate T/D BOOK  
NO. 1798 PAGE 614  
THIS THE 15 DAY OF Aug 2003  
W. E. Davis  
By M. Calvi, PC CHANCERY CLERK

VA Form 24-4222 (Home Loan)  
Revised January 1974. Use Optional Section 1519, 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 August, 1975, by and between

DENNIS D. YARBROUGH and wife, MARY JO YARBROUGH

hereinafter called the Grantor; Stuart Robinson, hereinafter called the Trustee, and

BANKERS TRUST SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of the State of Mississippi, having its principal office and post-office address at Jackson, Mississippi, hereinafter called the Beneficiary:

WITNESSETH, That the Grantor, in consideration of the debt and trust hereinafter mentioned, and the sum of One Dollar (\$1.00) to the Grantor paid by the Trustee, the receipt whereof is hereby acknowledged, does by these presents grant, bargain, sell, convey, and warrant unto the Trustee, the following-described property, situated in the County of DeSoto, State of Mississippi, to wit:

Lot 238, Section "B" Revised, Greenbrook Subdivision, in Section 19, Township 1 South, Range 7 West, as per plat thereof recorded in Plat Book 8 at Pages 51 and 52 in the office of the Chancery Clerk of DeSoto County, Mississippi.

That, as additional and collateral security for the payment of the note secured hereby and the indebtedness hereinafter described, Grantors hereby assign to the owner of said debt all of the profits, revenues, royalties, rights and benefits accruing under all oil, gas or mineral leases now on said property, or which may hereafter be placed there on, and the lessee or assignee or successor is hereby directed on production of this Deed of Trust or certified copy thereof, to pay said profits, revenues, royalties, right and benefits to the owner of said debt; this provision to become effective, however, only upon default in the conditions and terms of this Deed of Trust or the note hereby secured, upon notice to the party obligated to pay same, and to terminate and become null and void upon payment of the indebtedness hereby secured.

The mortgagee covenant and agree that so long as this mortgage and the note secured hereby are guaranteed under the provisions of the Securities Readjustment Act of 1944, they will not exercise or file for record any notice which begins a foreclosure upon the sale or assignment of the mortgaged property or the back of same, until, or until, upon any violation of the undertaking, mortgagee may at its option, follow the unpaid balance of the debt and hereby immediately and irrevocably.

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  
1914 PAGE 351  
THIS 26 DAY OF Jan 2004  
W. E. Davis  
By M. Calvi, PC CHANCERY CLERK

To HAVE AND TO HOLD the same unto the Trustee and unto his successors and assigns, forever.

In TRUST, HOWEVER, to secure to the Beneficiary named above, the payment of a certain promissory note of even date herewith in the principal sum of Thirty Thousand Four Hundred----- Dollars (\$30,400.00--), with interest from date at the rate of -----8 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 Bankers Trust Savings and Loan Association----- in Jackson, Mississippi-----, or at such other place as the holder may designate, in writing delivered or mailed to the Grantor, in monthly installments of Two Hundred Thirty-Three & 78/100 Dollars (\$ 233.78----), commencing on the first day of---October---, 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 ---September---MM 2005.

The Grantor, in order more fully to protect the security of this Deed of Trust, does hereby covenant and agree as follows:

1. He will pay all and singular the principal and interest and other sums of money payable by virtue of the note secured hereby and of this lien, at the times and in the manner in said note and hereinafter provided. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one hundred dollars (\$100.00), whichever is less. Prepayment in full shall be credited on the date received. Partial prepayment, other than on an installment due date, need not be credited until the next following installment due date or thirty days after such prepayment, whichever is earlier.

2. Together with and in addition to the monthly payments of principal and interest payable under the terms of the note secured hereby, he will pay to the Beneficiary as trustee (under the terms of this trust as herein stated), on the first day of each month until the note is fully paid:

- (a) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable to renew the policies of fire and other hazard insurance on the premises covered by this Deed of Trust, plus taxes and assessments next due on these premises (all as estimated by the Beneficiary, and of which Grantor is notified) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by the Beneficiary in trust to pay said ground rents, premiums, taxes, and special assessments.
- (b) The aggregate of the amounts payable pursuant to subparagraph (a) and those payable on the note secured hereby, shall be paid in a single payment each month, to be applied to the following items in the order stated:
  - (i) ground rents, if any, taxes, special assessments, fire and other hazard insurance premiums;
  - (ii) interest on the note secured hereby; and
  - (iii) amortization of the principal of said note.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Grantor prior to the due date of the next such payment, constitute an event of default under this Deed of Trust. At Beneficiary's option, Grantor will pay a "late charge" not exceeding four per centum (4%) of any installment when paid more than fifteen (15) days after the due date thereof to cover the extra expense involved in handling delinquent payments, but such "late charge" shall not be payable out of the proceeds of any sale made to satisfy the indebtedness secured hereby, unless such proceeds are sufficient to discharge the entire indebtedness and all proper costs and expenses secured thereby.

3. If the total of the payments made by the Grantor under (a) of paragraph 2 preceding shall exceed the amount of payments actually made by the Beneficiary as trustee for ground rents, taxes, or assessments, or insurance premiums, as the case may be, such excess shall be credited on subsequent payments to be made by the Grantor for such items or, at Beneficiary's option as trustee, shall be refunded to Grantor. If, however, such monthly payments shall not be sufficient to pay such items when the same shall become due and payable, then the Grantor shall pay to the Beneficiary as trustee any amount necessary to make up the deficiency. Such payments shall be made within thirty (30) days after written notice from the Beneficiary stating the amount of the deficiency, which notice may be given by mail. If at any time the Grantor shall tender to the Beneficiary, in accordance with the provisions thereof, the full payment of the entire indebtedness represented thereby, the Beneficiary shall as trustee, in computing the amount of such indebtedness, credit to the account of the Grantor any credit balance remaining under the provisions of (a) of paragraph 2 hereof. If there shall be a default under any of the provisions of this Deed of Trust resulting in a public sale of the premises covered hereby or if the Beneficiary acquires the property otherwise after default, the Beneficiary shall apply,

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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

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.

*Dennis D. Yarbrough*  
Dennis D. Yarbrough  
*Mary Jo Yarbrough*  
Mary Jo Yarbrough

STATE OF MISSISSIPPI,  
COUNTY OF DESOTO

Personally appeared before me -----, the undersigned authority  
in and for said County, the within named -----Dennis D. Yarbrough----- and  
-----Mary Jo Yarbrough-----, 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 ---August-----, 1975.



*Edna E. Camp*  
NOTARY PUBLIC

Whitwell  
Mississippi  
Trust  
at 10:30 A.M.  
of said County,  
being conveyance  
in office on the  
Aug.  
day of  
, 19  
Clerk of Chancery  
512715  
Holt + Whitwell  
Miss.

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 August 1975, and that the same has been  
recorded in Book 189 Page 412 records of REAL ESTATE TRUST DEEDS  
of said County.

Witness my hand and seal this the 29 day of August 1975.

Fees \$ 5.00 pd.

SEAL *H. P. Ferguson* CLERK

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PARTIAL RELEASE

Know all men by these presents that for and in consideration of the part payment of the indebtedness described in and secured by that certain Deed of Trust dated August 14, 1974 executed by George Lester Construction Company, Inc. to Forrest N. Jenkins & David Guthrie, as Trustee(s), Union Planters National Bank as Beneficiary, which Deed of Trust is recorded in Book 179, Page 305, in the office of the Chancery Clerk of DeSoto County, Mississippi, the undersigned Union Planters National Bank, as Beneficiary named in said Deed of Trust, have bargained and sold and by these presents do bargain, sell, convey, remise, release and quitclaim unto the said George Lester Construction Company, Inc., the following described property located in DeSoto County, Mississippi, to-wit:

Lot 1234, Section "F" Greenbrook Subdivision in Section 19, Township 1 South, Range 7 West, as per plat thereof recorded in plat book 9, page 46, in the office of the Chancery Clerk of DeSoto County, Mississippi.

To have and to hold the aforesaid real property unto the said George Lester Construction Co., 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 \_\_\_\_\_ day of August, 19 75.

ATTEST: [Signature] UNION PLANTERS NATIONAL BANK  
By: [Signature]

STATE OF TENNESSEE  
COUNTY OF SHELBY

Personally appeared before me, the undersigned authority of law in and for the jurisdiction aforesaid, the within named Robert P. Watson and T. E. Mitchell, Jr. who acknowledged that as Vice President and Asst. Vice President, respectively, for and on behalf of and by authority of UNION PLANTERS NATIONAL BANK, 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 25th day of AUGUST, 19 75.

Joyce E. Johnson  
NOTARY PUBLIC  
My Commission Expires: \_\_\_\_\_  
MY COMMISSION EXPIRES SEPTEMBER 13, 1978

STATE OF MISSISSIPPI, DESOTO COUNTY  
I certify that the within instrument was filed for record at 10 o'clock 30 minutes A. M. 27 day of Aug. 1975, and that the same has been recorded in Book 189 Page 616 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 29 day of August 1975.

Fees \$ 2.50 pd.

SEAL H. P. Ferguson CLERK



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### DEED OF TRUST

THIS DEED OF TRUST is made this 25th day of AUGUST, 19 75, among the Grantor, JAMES H. PALMER and wife, DORIS H. PALMER, (a/k/a Doris Hodges Palmer),  
 \_\_\_\_\_ (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:

Lots 56, 57 and 58, in Section C, of Allen Subdivision in the Northwest Quarter of Section 32, Township 1, Range 8 West, as appears on the Plat thereof in Plat Book 2, Page 7, in the Office of the Chancery Court Clerk of DeSoto County, Mississippi, and being the same property conveyed to Charles T. Humnicutt, et ux by deed of date March 19, 1969, of record in Book 78, Page 61 of the deed records of this County.

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 Fifteen 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 September 1, 2005; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Deed of Trust; and the performance of the covenants and agreements of Borrower herein contained; and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances").

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any easements and restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

CANCELLED BY AUTHORITY RECORDED IN BOOK

225 PAGE 575

THIS 23 DAY OF May 19 78

J. G. Ferguson

**UNIFORM COVENANTS.** Borrower and Lender covenant and agree as follows:

**1. Payment of Principal and Interest.** Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any Future Advances secured by this Deed of Trust.

**2. Funds for Taxes and Insurance.** Subject to Lender's option under paragraphs 4 and 5 hereof, Borrower shall pay to Lender on the day monthly installments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments which may attain priority over this Deed of Trust, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender shall make no charge for so holding and applying the Funds or verifying and compiling said assessments and bills. Borrower and Lender may agree in writing at the time of execution of this Deed of Trust that interest on the Funds shall be paid to Borrower, and unless such agreement is made, Lender shall not be required to pay Borrower any interest on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Deed of Trust.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency within thirty days after notice from Lender to Borrower requesting payment thereof.

Upon payment in full of all sums secured by this Deed of Trust, Lender shall promptly refund to Borrower any Funds held by Lender.

If under paragraph 18 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Deed of Trust.

**3. Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note and on Future Advances, if any, and then to the principal of the Note and to the principal of Future Advances, if any.

**4. Charges; Liens.** Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Deed of Trust, and ground rents, if any, at Lender's option in the manner provided under Paragraph 2 hereof or by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the event Borrower shall make payment directly, Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Deed of Trust; provided, that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall in good faith contest such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.

**5. Hazard Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require; provided, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Deed of Trust.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid at Lender's option in the manner provided under paragraph 2 hereof or by Borrower making payment, when due, directly to the insurance carrier.

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender, and Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Deed of Trust is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Deed of Trust would be impaired, the insurance proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower or if Borrower fails to respond to Lender within 30 days after notice by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

If under paragraph 18 hereof the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof (to the extent of the sums secured by this Deed of Trust immediately prior to such sale or acquisition) resulting from damage to the Property prior to the sale or acquisition shall pass to Lender.

**6. Preservation and Maintenance of Property; Leaseholds; Condominiums.** Borrower shall keep the Property in good repair and shall not permit or commit waste, impairment, or deterioration of the Property and shall comply with the provisions of any lease, if this Deed of Trust is on a leasehold. If this Deed of Trust is on a condominium unit, Borrower shall perform all of Borrower's obligations under the declaration of condominium or master deed, the by-laws and regulations of the condominium project and constituent documents.

**7. Protection of Lender's Security.** If Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs. Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, shall become additional indebtedness of Borrower secured by this Deed of Trust. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate stated in the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible by applicable law. Nothing contained in this paragraph 7 shall require Lender to incur any expense or do any act hereunder.

**8. Inspection.** Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

**9. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Deed of Trust such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Deed of Trust immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to Borrower.

If the Property is abandoned by Borrower or if after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days of the date of such notice, Lender is authorized to collect and apply the proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

**10. Borrower Not Released.** Extension of the time for payment or modification of amortization of the sums secured by this Deed of Trust granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Deed of Trust by reason of any demand made by the original Borrower and Borrower's successors in interest.

**11. Forbearance by Lender Not a Waiver.** Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any right or remedy hereunder. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Deed of Trust.

**12. Remedies Cumulative.** All remedies provided in this Deed of Trust are distinct and cumulative to any other right or remedy under this Deed of Trust or afforded by law or equity, and may be exercised concurrently, independently or successively.

**13. Successors and Assigns Bound; Joint and Several Liability; Captions.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Deed of Trust are for convenience only and are not to be used to interpret or define the provisions hereof.

**14. Notice.** Any notice to Borrower provided for in this Deed of Trust shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address stated below, except for any notice required under paragraph 18 hereof to be given to Borrower in the manner prescribed by applicable law. Any notice provided for in this Deed of Trust shall be deemed to have been given to Borrower when given in the manner designated herein.

**15. Uniform Deed of Trust; Governing Law; Severability.** This form of deed of trust combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. This Deed of Trust shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Deed of Trust or the Note conflicts with applicable law, such conflicts shall not affect other provisions of this Deed of Trust or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Deed of Trust and the Note are declared to be severable.

**16. Borrower's Copy.** Borrower shall be furnished a conformed copy of this Deed of Trust at the time of execution or after recordation hereof.

**17. Transfer of the Property; Assumption.** If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Deed of Trust, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Lender may, at Lender's option, declare all the sums secured by this Deed of Trust to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale or transfer, Lender and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sums secured by this Deed of Trust shall be at such rate as Lender shall request. If Lender has waived the option to accelerate provided in this paragraph 17 and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Deed of Trust and the Note.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 14 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the

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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 H. Palmer*  
JAMES H. PALMER —Borrower

*Doris H. Palmer*  
DORIS H. PALMER —Borrower

Allen Subdivision  
Walls, MS 38680  
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 H. PALMER and wife, DORIS H. PALMER, 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 27<sup>th</sup> day of AUGUST, A.D., 1975.

My Commission expires:

*Lloyd L. Daniels*  
Notary Public



STATE OF MISSISSIPPI, DESOTO COUNTY  
I certify that the within instrument was filed for record at 11 o'clock and 30 minutes PM on 27

STATE OF MISSISSIPPI, DESOTO COUNTY  
I certify that the within instrument was filed for record at 11 o'clock 30 minutes A. M. 27 day of August 1975, and that the same has been recorded in Book 189 Page 1617 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 29 day of August 1975.

Fees \$5.00 pd.

SEAL *H. P. Ferguson* CLERK

Instrument of this Instrument Recorded in  
Real Estate 718 Book  
190 Page 460  
the 17 day of Sept. 1975  
H. J. Ferguson Clerk

VA Form 26-5322 (Home Loan)  
Revised January 1974. Use Op-  
tional Section 1319, 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 August, 19 75,  
by and between

WILLIAM M. UNDERWOOD and wife, BARBARA J. UNDERWOOD

, hereinafter called the Grantor;

Stuart Robinson, hereinafter called the Trustee, and

BANKERS TRUST SAVINGS AND LOAN ASSOCIATION, a corporation organized  
and existing under the laws of the State of Mississippi, having its principal office and  
post-office address at Jackson, Mississippi, hereinafter called the  
Beneficiary;

WITNESSETH, That the Grantor, in consideration of the debt and trust hereinafter mentioned, and the sum  
of One Dollar (\$1.00) to the Grantor paid by the Trustee, the receipt whereof is hereby acknowledged, does by  
these presents grant, bargain, sell, convey, and warrant unto the Trustee, the following-described property, situated  
in the County of DeSoto, State of Mississippi, to wit:

Lot 727, Section "D" Greenbrook Subdivision in Section 19, Township 1  
South, Range 7 West, as per plat thereof recorded in Plat Book 9 at  
Pages 42-43 in the office of the Chancery Clerk of DeSoto County,  
Mississippi.

That, as additional and collateral security for the payment of the note  
secured hereby and the indebtedness hereinafter described, Grantors  
hereby assign to the owner of said note all of the profits, revenues,  
royalties, rights and benefits accruing under all oil, gas or mineral leases  
now on said property, or which may hereafter be placed there on, and  
the lessee or assignee or sublessee is hereby directed on production of  
this Deed of Trust or certified copy thereof, to pay said profits, revenues,  
royalties, right and benefits to the owner of said debt; this provision  
to become effective, however, only upon default in the conditions and  
terms of this Deed of Trust or the note hereby secured, upon notice  
to the party obligated to pay same, and to terminate and become null  
and void upon payment of the indebtedness hereby secured.

The mortgagee covenant and agree that so long as this note, and the debt  
secured hereby, are guaranteed under the provisions of the Servicemen's  
Readjustment Act of 1944, they will not exercise or file for record any instrument  
which impairs a restriction upon the sale or assignment of the mortgaged property,  
as the basis of such liability or credit. 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.

Should the servicemen's administration fail or refuse to honor its guarantee, in the  
full amount committed upon by the Veterans Administration, under the provisions  
of the Servicemen's Readjustment Act of 1944, as amended, within sixty days  
from the date this loan would normally become due, for such guarantee, the  
holder may declare the indebtedness hereby secured at once due and payable and  
may foreclose immediately or may exercise any other rights hereunder or take  
any other proper action as provided by law.

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

772 PAGE 91

THIS 18th DAY OF July 1975

W. E. Davis

Chancery Clerk by: P. Harkney, Jr.

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65/100

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 Thirty-One Thousand Seven Hundred Fifty Dollars (\$ 31,750.00--), with interest from date at the rate of ----7 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 Bankers Trust Savings and Loan Association----- in Jackson, Mississippi-----, or at such other place as the holder may designate, in writing delivered or mailed to the Grantor, in monthly installments of Two Hundred Twenty-Seven & Dollars (\$ 227.65----), commencing on the first day of --October----, 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 ---September---, 1900 2005.

The Grantor, in order more fully to protect the security of this Deed of Trust, does hereby covenant and agree as follows:

1. He will pay all and singular the principal and interest and other sums of money payable by virtue of the note secured hereby and of this lien, at the times and in the manner in said note and hereinafter provided. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one hundred dollars (\$100.00), whichever is less. Prepayment in full shall be credited on the date received. Partial prepayment, other than on an installment due date, need not be credited until the next following installment due date or thirty days after such prepayment, whichever is earlier.

2. Together with and in addition to the monthly payments of principal and interest payable under the terms of the note secured hereby, he will pay to the Beneficiary as trustee (under the terms of this trust as herein stated), on the first day of each month until the note is fully paid:

- (a) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable to renew the policies of fire and other hazard insurance on the premises covered by this Deed of Trust, plus taxes and assessments next due on these premises (all as estimated by the Beneficiary, and of which Grantor is notified) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by the Beneficiary in trust to pay said ground rents, premiums, taxes, and special assessments.
- (b) The aggregate of the amounts payable pursuant to subparagraph (a) and those payable on the note secured hereby, shall be paid in a single payment each month, to be applied to the following items in the order stated:
  - (i) ground rents, if any, taxes, special assessments, fire and other hazard insurance premiums;
  - (ii) interest on the note secured hereby; and
  - (iii) amortization of the principal of said note.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Grantor prior to the due date of the next such payment, constitute an event of default under this Deed of Trust. At Beneficiary's option, Grantor will pay a "late charge" not exceeding four per centum (4%) of any installment when paid more than fifteen (15) days after the due date thereof to cover the extra expense involved in handling delinquent payments, but such "late charge" shall not be payable out of the proceeds of any sale made to satisfy the indebtedness secured hereby, unless such proceeds are sufficient to discharge the entire indebtedness and all proper costs and expenses secured thereby.

3. If the total of the payments made by the Grantor under (a) of paragraph 2 preceding shall exceed the amount of payments actually made by the Beneficiary as trustee for ground rents, taxes, or assessments, or insurance premiums, as the case may be, such excess shall be credited on subsequent payments to be made by the Grantor for such items or, at Beneficiary's option as trustee, shall be refunded to Grantor. If, however, such monthly payments shall not be sufficient to pay such items when the same shall become due and payable, then the Grantor shall pay to the Beneficiary as trustee any amount necessary to make up the deficiency. Such payments shall be made within thirty (30) days after written notice from the Beneficiary stating the amount of the deficiency, which notice may be given by mail. If at any time the Grantor shall tender to the Beneficiary, in accordance with the provisions thereof, the full payment of the entire indebtedness represented thereby, the Beneficiary shall as trustee, in computing the amount of such indebtedness, credit to the account of the Grantor any credit balance remaining under the provisions of (a) of paragraph 2 hereof. If there shall be a default under any of the provisions of this Deed of Trust resulting in a public sale of the premises covered hereby or if the Beneficiary acquires the property otherwise after default, the Beneficiary shall apply,

as trustee at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the amount then remaining to credit of Grantor under (a) of paragraph 2 preceding, as a credit on the interest accrued and unpaid and the balance to the principal then remaining unpaid on the note secured hereby.

4. The lien of this instrument shall remain in full force and effect during any postponement or extension of the time of payment of the indebtedness or any part thereof secured hereby.

5. He will pay all and singular the costs, charges and expenses, including reasonable attorney's fees incurred by Beneficiary because of the failure on the part of the Grantor to conform and comply with his obligations and duties under the term of the note secured hereby and of this Deed of Trust; and if such failure results in a sale under a foreclosure hereof, said fee shall be --ten-- per centum (10.0%) of the total indebtedness as of the date of sale.

6. Upon the request of the Beneficiary the Grantor shall execute and deliver a supplemental note or notes for the sum or sums advanced by the Beneficiary for the alteration, modernization, improvement, maintenance, or repair of said premises, for taxes or assessments against the same and for any other purpose authorized hereunder. Said note or notes shall be secured hereby on a parity with and as fully as if the advance evidenced thereby were included in the note first described above. Said supplemental note or notes shall bear interest at the rate provided for in the principal indebtedness and shall be payable in approximately equal monthly payments for such period as may be agreed upon by the creditor and debtor. Failing to agree on the maturity, the whole of the sum or sums so advanced shall be due and payable thirty (30) days after demand by the creditor. In no event shall the maturity extend beyond the ultimate maturity of the note first described above.

7. He will not commit, permit, or suffer waste, impairment, or deterioration of said property or any part thereof, and in the event of the failure of the Grantor to keep the buildings and other improvements now or hereafter on said premises in good repair, the Beneficiary may make such repairs as may reasonably be deemed necessary for the proper preservation thereof, and the sums so paid shall bear interest from date at the rate provided for in the principal indebtedness, shall be payable thirty (30) days after demand, and shall be fully secured by this Deed of Trust.

8. He will continuously maintain hazard insurance, of such type or types and amounts as Beneficiary may from time to time require, on the improvements now or hereafter on said premises, and except when payment for all such premiums has theretofore been made under (a) of paragraph 2 hereof, he will pay promptly when due any premiums therefor. All insurance shall be carried in companies approved by the Beneficiary and the policies and renewals thereof shall be held by the Beneficiary and have attached thereto loss payable clauses in favor of and in form acceptable to the Beneficiary. In event of loss the Grantor will give immediate notice by mail to the Beneficiary, who may make proof of loss if not made promptly by the Grantor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Beneficiary instead of to the Grantor and the Beneficiary jointly, and the insurance proceeds, or any part thereof, may be applied by the Beneficiary at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this Deed of Trust, or other transfer of title to the said premises in extinguishment of the indebtedness secured hereby, all right, title, and interest of the Grantor in and to any insurance policies then in force shall pass to the purchaser or grantee.

9. He will pay all taxes, assessments, water rates, and other governmental or municipal charges, fines, or impositions, except when payment for all such items has theretofore been made under (a) of paragraph 2 hereof, and shall promptly deliver the official receipts therefor to the Beneficiary; and in default of such payment by the Grantor, the Beneficiary may pay the same, and any amount so paid by the Beneficiary shall then be added to the principal debt named herein and shall be secured hereby.

If the Grantor shall well and truly keep and perform all the covenants and agreements in this Deed of Trust, and in the note hereby secured and well and truly pay off and discharge the said note and other indebtedness secured hereby, then this conveyance shall be null and void, but otherwise shall remain in full force and effect and at the request of the Beneficiary, the said Trustee, or any successor appointed in his stead, shall sell the premises covered hereby at public auction for cash to the highest and best bidder, during legal hours, at any front door of the county courthouse of-----DeSoto-----County, State of Mississippi, after giving notice, by advertising and posting as required by law, of the time, place, and terms of sale, and out of the proceeds arising from such sale, the said Trustee, or any successor, shall first pay all the costs and expenses of executing this Trust, including a reasonable compensation of said Trustee; next, said Trustee shall pay the balance of the indebtedness hereby secured then remaining unpaid; next, said Trustee shall reimburse the Veterans Administration for any sums paid by it on account of the guaranty or insurance of the indebtedness secured hereby; and lastly, any balance remaining in the hands of said Trustee shall be paid to the Grantor. The Beneficiary, or any subsequent holder of the note is hereby authorized and empowered to appoint and substitute another Trustee in the place of the Trustee named herein, at any time, by writing, duly signed and acknowledged and recorded in the county or counties where the premises covered hereby are situate, and such appointee shall have full power as the Trustee herein, together with all the rights and privileges thereunto belonging. If the holder of the note is a corporation, its president or any vice president may select and appoint such substituted Trustee. No one exercise of this power of appointment, power of sale, or any other power or right given in this Deed of Trust shall exhaust the right to exercise such power, but all rights and powers herein given may be exercised as often as may be necessary to achieve the perfect security and the collection of the indebtedness secured by this Deed of Trust until said indebtedness is fully paid and discharged. At any sale made to enforce the Trust herein given, the Beneficiary, or any person in interest, may become a purchaser, and upon payment of the purchase price, the Trustee shall execute a deed of conveyance, which conveyance shall vest full and perfect title in such purchaser upon payment of the purchase price.

The Grantor hereby assigns to the Beneficiary any and all rents on the premises covered hereby and authorizes the Beneficiary, by its agent, to take possession of said premises at any time there is any default in the

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payment of the debt hereby secured or in the performance of any obligation herein contained, and rent the same for the account of the Grantor, and to deduct from such rents all costs of collection and administration and to apply the remainder of the same on the debt hereby secured.

The Grantor further covenants and agrees that in case of a sale, as hereinabove provided, the Grantor or any person in possession under the Grantor, shall then become and be tenants holding over and shall forthwith deliver possession to the purchaser at such sale, or be summarily dispossessed in accordance with the provisions of law applicable to tenants holding over.

If the indebtedness secured hereby be guaranteed or insured under Title 38, United States Code, such Title and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Title or Regulations are hereby amended to conform thereto.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, the use of any gender shall be applicable to all genders, and the term "Beneficiary" shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

IN WITNESS WHEREOF, the Grantor(s) have hereunto set their hand(s) the day and year herein first written above.

*William M. Underwood*  
William M. Underwood  
*Barbara J. Underwood*  
Barbara J. Underwood

STATE OF MISSISSIPPI,  
COUNTY OF DESOTO

Personally appeared before me -----, the undersigned authority in and for said County, the within named ----- William M. Underwood ----- and ----- Barbara J. Underwood -----, 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 ----- August -----, 1975.

My Commission Expires:  
9-25-78

*[Signature]*  
Notary Public

MISSISSIPPI  
Trust

at: 10:30 A.M.

of said County,  
going conveyance  
his office on the  
of August,  
day of  
, 19

Notary of Chancery

225215

PI 3367M

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 August 1975, and that the same has been  
recorded in Book 189 Page 621 records of REAL ESTATE TRUST DEEDS  
of said County.

Witness my hand and seal this the 29 day of August 1975.

Fees \$ 5.00 pd.

SEAL *H. P. Ferguson* CLERK



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CANCELLED BY AUTHORITY, RECORDED IN BOOK

1509 PAGE 554

THIS 28th DAY OF May, 2002

W. E. Davis

CHANCERY CLERK

by B. Stanley, PC

STATE OF MISSISSIPPI  
FRA FORM NO. 2154a  
Revised January 1971

# DEED OF TRUST

This form is used in connection with deeds of trust insured under the new to four-family provisions of the National Housing Act.

THIS DEED OF TRUST, made and entered into this 22nd day of August, 1975,

by and between James H. Loftin and wife, Brenda C. Loftin

hereinafter called the Grantor;  
C. B. Henley, hereinafter called the Trustee, and

Bailey Mortgage Company, a corporation organized and existing under the laws of the State of Mississippi, having its principal office and post-office address at P. O. Box 1389, Jackson, Mississippi, hereinafter called the Beneficiary;

WITNESSETH, That the Grantor, in consideration of the debt and trust hereinafter mentioned, and the sum of One Dollar (\$1.00) by the Grantor paid by the Trustee, the receipt whereof is hereby acknowledged, does by these presents grant, bargain, sell, convey, and warrant unto the Trustee, the following described real estate, together with all buildings and improvements thereon (or that may hereafter be erected thereon), and the hereditaments and appurtenances and all other rights thereto belonging, or in anywise now or hereafter appertaining, and the reversion and reversions, remainder or remainders, rents, issues, and profits thereof, and all rights of homestead, and all plumbing, heating, and lighting fixtures and equipment now or hereafter attached to or used in connection with said premises, situated in the County of DeSoto, State of Mississippi, to wit:

Lot 229, Section "A"-1 Southaven Subdivision in Section 14, Township 1 South, Range 8 West, as per plat thereof recorded in plat book 2, pages 41-42 in the office of the Chancery Clerk of DeSoto County, Mississippi, together with all carpeting situated on the improvements located on the above described property.

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 Eight Thousand and Fifty and 00/100 Dollars (\$28,050.00) with interest from date at the rate of eight and one-half per centum (8.50%) 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 Two Hundred Fifteen and 70/100 Dollars (\$215.70), commencing on the first day of October, 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 September, 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 Deed, 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.

Just Comm Mtg Co  
ASSIGNMENT OF THIS INSTRUMENT RECORDED IN  
Real Estate TID BOOK  
NO. 851 PAGE 201  
THIS THE 26 DAY OF Aug, 19 96  
W. E. Davis  
CHANCERY CLERK  
by B. Cleveland

Bailey Mtg. Co.  
Real Estate TID BOOK  
NO. 749 PAGE 603  
THIS THE 28 DAY OF Feb, 19 95  
W. E. Davis  
CHANCERY CLERK  
By: m. Taylor D.C.

Assignment of this instrument Recorded in  
Real Estate TID Book  
No. 252 Page 25  
This 8 day of Nov. 19 77  
H. H. Ferguson Clerk

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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 (1/2) per centum of the average outstanding balance due on the note computed without taking into account delinquencies or prepayments;

(b) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable to renew the policies of fire and other hazard insurance on the premises covered by this Deed of Trust, plus taxes and assessments next due on these premises (all as estimated by the Beneficiary) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by the Beneficiary in trust to pay said ground rents, premiums, taxes, and special assessments; and

(c) All payments mentioned in the two preceding subsections of this paragraph and all payments to be made under the note secured hereby shall be added together, and the aggregate amount thereof shall be paid by the Grantor each month in a single payment to be applied by the Beneficiary to the following items in the order set forth:

(I) premium charges under the contract of insurance with the Secretary of Housing and Urban Development, or monthly charge (in lieu of mortgage insurance premium), as the case may be;

(II) ground rents, if any, taxes, special assessments, fire and other hazard insurance premiums;

(III) interest on the note secured hereby; and

(IV) amortization of the principal of said note.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Grantor prior to the due date of the next such payment, constitute an event of default under this Deed of Trust. The Beneficiary may collect a "late charge" not to exceed two cents (2c) for each dollar (\$1) of each payment more than fifteen (15) days in arrears to cover the extra expense involved in handling delinquent payments.

3. If the total of the payments made by the Grantor under (b) of paragraph 2 preceding shall exceed the amount of the payments actually made by the Beneficiary for ground rents, taxes, or assessments, or insurance premiums, as the case may be, such excess at the option of the Beneficiary, shall be credited on subsequent payments to be made by the Grantor, or refunded to the Grantor. If, however, the monthly payments made by the Grantor under (b) of paragraph 2 preceding shall not be sufficient to pay ground rents, taxes and assessments, and insurance premiums, as the case may be, when the same shall become due and payable, then the Grantor shall pay to the Beneficiary any amount necessary to make up the deficiency, on or before the date when payment of such ground rents, taxes, assessments, or insurance premiums shall be due. If at any time the Grantor shall tender to the Beneficiary, in accordance with the provisions thereof, the full payment of the entire indebtedness represented thereby, the Beneficiary shall, in computing the amount of such indebtedness, credit to the account of the Grantor all payments made under the provisions of (a) of paragraph 2 hereof which the Beneficiary has not become obligated to pay to the Secretary of housing and Urban Development, and any balance remaining in the funds accumulated under the provisions of (b) of paragraph 2 hereof. If there shall be a default under any of the provisions of this Deed of Trust resulting in a public sale of the premises covered hereby or if the Beneficiary acquires the property otherwise after default, the Beneficiary shall apply, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under (b) of paragraph 2 preceding, as a credit against the amount of principal then remaining unpaid under the note secured hereby, and shall properly adjust any payments which shall have been made under (a) of paragraph 2.

4. That he will pay all and singular the costs, charges, and expenses including a 10% attorney's fee, reasonably incurred or paid at any time by the Beneficiary, because of the failure on the part of the Grantor to perform, comply with, and abide by each and every the stipulations, agreements, conditions, and covenants of the note secured hereby and of this Deed of Trust, or either, and every such payment shall bear interest from date at the rate set forth in the note secured hereby, shall be payable on demand, and shall be fully secured by this Deed of Trust.

5. That he will not commit, permit, or suffer waste, impairment, or deterioration of said property or any part thereof, and in the event of the failure of the Grantor to keep the buildings on said premises and those to be erected on said premises, or improvements thereon, in good repair, the Beneficiary may make such repairs as in its discretion it may deem necessary for the proper preservation thereof, and the sums so paid shall bear interest from date at the rate set forth in the note secured hereby, shall be payable on demand, and shall be fully secured by this Deed of Trust.

6. That he will keep the improvements now existing or hereafter erected on the said premises, insured as may be required from time to time by the Beneficiary against loss by fire and other hazards, casualties, and contingencies, including war damage, in such amounts and for such periods as may be required by the Beneficiary and will pay promptly, when due, any premiums on such insurance provision for payment of which has not been made hereinbefore. All insurance shall be carried in companies approved by the Beneficiary and the policies and renewals thereof shall be held by the Beneficiary and have attached thereto loss payable clauses in favor of and in form acceptable to the Beneficiary. In event of loss the Grantor will give immediate notice by mail to the Beneficiary, who may make proof of loss if not made promptly by the Grantor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Beneficiary instead of to the Grantor and the Beneficiary jointly, and the insurance proceeds, or any part thereof, may be applied by the Beneficiary at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this Deed of Trust or other transfer of title to the said premises in extinguishment of the indebtedness secured hereby, all right, title, and interest of the Grantor in and to any insurance policies then in force shall pass to the purchaser or grantee.

7. That he will pay all taxes, assessments, water rates, and other governmental or municipal charges, fines, or impositions, for which provision has not been made hereinbefore, and shall promptly deliver the official receipts therefor to the Beneficiary; and in default of such payment by the Grantor, the Beneficiary may pay the same, and any amount so paid by the Beneficiary shall then be added to the principal debt named herein and shall be secured hereby.

8. The Grantor further agrees that should this Deed of Trust and the note secured hereby not be eligible for insurance under the National Housing Act within

thirty (30)

from the date hereof (written

statement of any officer of the Department of Housing and Urban Development or authorized agent of the Secretary of Housing and Urban Development dated subsequent to the aforesaid time from the date of this Deed of Trust, declining to insure said note and this Deed of Trust, being deemed conclusive proof of such ineligibility), the Beneficiary or the holder of the note may, at its option, declare all sums secured hereby immediately due and payable.

If the Grantor shall well and truly keep and perform all the covenants and agreements in this Deed of Trust, and in the note hereby secured, set forth, and well and truly pay off and discharge the said note and other indebtedness secured and intended to be secured hereby, then this conveyance shall be null and void, but otherwise shall remain in full force and effect and at the request of the Beneficiary, the said Trustee, or any successor appointed in his stead, shall sell the premises covered hereby at public auction for cash to the highest and best bidder, during legal hours, at any front door of the county courthouse of -----DeSoto----- County, State of Mississippi, after giving notice, by advertising and posting as required by law, of the time, place, and terms of sale, and out of the proceeds arising from such sale, the said Trustee, or any successor, shall first pay all the costs and expenses of executing this Trust, including a reasonable compensation of said Trustee; next, said Trustee shall pay the balance of the indebtedness hereby secured then remaining unpaid; and lastly, any balance remaining in the hands of said Trustee shall be paid to the Grantor. The Beneficiary, or any subsequent holder of the note, or the duly authorized Attorney-in-Fact of either, is hereby authorized and empowered to appoint and substitute another Trustee in the place of the Trustee named herein, at any time, by writing, duly signed and acknowledged and recorded in the county or counties where the premises covered hereby are situate, and such appointee shall have full power as the Trustee herein, together with all the rights and privileges thereunto belonging. No one exercise of this power of appointment, power of sale, or any other power or right given in this Deed of Trust shall exhaust the right to exercise such power, but all rights and powers herein given may be exercised as often as may be necessary to achieve the perfect security and the collection of the indebtedness secured by this Deed of Trust until said indebtedness is fully paid and discharged. At any sale had by any Trustee hereunder, the Trustee may, from time to time, adjourn said sale to a later date without readvertising the sale by giving notice of the time and place of such continued sale at the time when and where the Trustee shall make such adjournment, and at any sale made to enforce the Trust herein given, the Beneficiary, or any person in interest, may become a purchaser, and upon payment of the purchase price, the Trustee shall execute a deed of conveyance, which conveyance shall vest full and perfect title in such purchaser upon payment of the purchase price.

The Grantor hereby assigns to the Beneficiary any and all rents on the premises covered hereby and authorizes the Beneficiary, by its agent, to take possession of said premises at any time there is any default in the payment of the debt hereby secured or in the performance of any obligation herein contained, and rent the same for the account of the Grantor, and to deduct from such rents all costs of collection and administration and to apply the remainder of the same on the debt hereby secured.

The Grantor further covenants and agrees that in case of a sale, as hereinabove provided, the Grantor or any person in possession under the Grantor, shall then become and be tenants holding over and shall forthwith deliver possession to the purchaser at such sale, or be summarily dispossessed in accordance with the provisions of law applicable to tenants holding over.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, the Grantor(s) have hereunto set thier hand(s) the day and year herein first written above.

James H. Loftin  
James H. Loftin

Brenda C. Loftin  
Brenda C. Loftin

STATE OF MISSISSIPPI, }  
COUNTY OF DeSoto }

Personally appeared before me \_\_\_\_\_, the undersigned Authority  
in and for the said County, the within named James C. Loftin-----and  
Brenda C. Loftin-----, his wife, who acknowledged that they signed and  
delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and seal this 22nd day of August, 1975.



H. P. Ferguson  
Notary Public

\_\_\_\_\_, Clerk of the Court of the Chancery of said County, do hereby certify that the foregoing conveyance was filed for registration in this office at 10:30 o'clock A.M. on the 29th day of August, 1975.

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 August 1975, and that the same has been  
recorded in Book 189 Page 425 records of REAL ESTATE TRUST DEEDS  
of said County.  
Witness my hand and seal this the 29 day of August 1975.

Fees \$ 5.00 pd.  
SEAL H. P. Ferguson CLERK

628

~~Assignment of this Instrument Recorded in  
 No. \_\_\_\_\_ Page \_\_\_\_\_  
 This the \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_  
 Clerk  
 Clerk~~

Assignment of this Instrument Recorded in  
Real Estate T/D Book  
 No. 299 Page 705  
 This the 5 day of July 1983  
N.H. Ferguson

### DEED OF TRUST

THIS DEED OF TRUST is made this 20th day of AUGUST, 1975, among the  
 Grantor, ETHEL M. VAUGHN,  
Joe M. Hudspeth, (herein "Borrower"),  
 (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, ir-  
 revocably grants and conveys to Trustee, in trust, with power of sale, the following described property lo-  
 cated in the County of De Soto, State of Mississippi:

Lot 55, Section A Hoytte Austin Subdivision as appears of record  
 in Plat Book 3, Pages 8-10 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 6, Township 2, Range 8.

~~Assignment of this Instrument Recorded in  
 No. Real EST T/D  
422 Page 463  
 This the 4 day of Dec 1987  
N.H. Ferguson  
DS-DC~~

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 Sixteen Thousand Five Hundred - - Dollars,  
 with interest thereon, providing for monthly installments of principal and interest, with the balance of the indebt-  
 edness, if not sooner paid, due and payable on September 1, 2005; the payment of all other  
 sums, with interest thereon, advanced in accordance herewith to protect the security of this Deed of Trust; and the  
 performance of the covenants and agreements of Borrower herein contained; and (b) the repayment of any future  
 advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future  
 Advances").

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant  
 and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend gener-  
 ally the title to the Property against all claims and demands, subject to any easements and restrictions listed in a  
 schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal and Interest.** Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any Future Advances secured by this Deed of Trust.

2. **Funds for Taxes and Insurance.** Subject to Lender's option under paragraphs 4 and 5 hereof, Borrower shall pay to Lender on the day monthly installments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments which may attain priority over this Deed of Trust, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender shall make no charge for so holding and applying the Funds or verifying and compiling said assessments and bills. Borrower and Lender may agree in writing at the time of execution of this Deed of Trust that interest on the Funds shall be paid to Borrower, and unless such agreement is made, Lender shall not be required to pay Borrower any interest on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Deed of Trust.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency within thirty days after notice from Lender to Borrower requesting payment thereof.

Upon payment in full of all sums secured by this Deed of Trust, Lender shall promptly refund to Borrower any Funds held by Lender.

If under paragraph 18 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Deed of Trust.

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note and on Future Advances, if any, and then to the principal of the Note and to the principal of Future Advances, if any.

4. **Charges; Liens.** Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Deed of Trust, and ground rents, if any, at Lender's option in the manner provided under Paragraph 2 hereof or by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the event Borrower shall make payment directly, Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Deed of Trust; provided, that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall in good faith contest such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.

5. **Hazard Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require; provided, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Deed of Trust.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid at Lender's option in the manner provided under paragraph 2 hereof or by Borrower making payment, when due, directly to the insurance carrier.

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender, and Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Deed of Trust is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Deed of Trust would be impaired, the insurance proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower or if Borrower fails to respond to Lender within 30 days after notice by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

If under paragraph 18 hereof the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof (to the extent of the sums secured by this Deed of Trust immediately prior to such sale or acquisition) resulting from damage to the Property prior to the sale or acquisition shall pass to Lender.

6. **Preservation and Maintenance of Property; Leaseholds; Condominiums.** Borrower shall keep the Property in good repair and shall not permit or commit waste, impairment, or deterioration of the Property and shall comply with the provisions of any lease, if this Deed of Trust is on a leasehold. If this Deed of Trust is on a condominium unit, Borrower shall perform all of Borrower's obligations under the declaration of condominium or master deed, the by-laws and regulations of the condominium project and constituent documents.

**7. Protection of Lender's Security.** If Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or if any action or proceeding is commenced which materially affects Lender's interest in 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.

*Ethel M. Vaughn*  
ETHEL M. VAUGHN —Borrower

107 Caroline Drive  
Twin Lakes, 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 ETHEL M. VAUGHN, who acknowledged that she signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and seal of office, on this the 21st day of AUGUST, A.D., 1975.

My Commission expires 5-1-78

*Lebecca Kelly*  
Notary Public



STATE OF MISSISSIPPI, DeSOTO COUNTY  
I certify that the within instrument was filed for record at 10 o'clock and 30 minutes 4 M 27

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 August 1975, and that the same has been recorded in Book 189 Page 628 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 29 day of August 1975.

Fees \$ 5.00 pd.

SEAL *H. P. Ferguson* CLERK

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Assignment of this instrument Recorded in  
Book 362 Page 726  
This the 14 day of April 19 86  
W. E. Davis  
DS.

CANCELLED BY AUTHORITY, RECORDED IN BOOK  
641 PAGE 295  
THIS 4th DAY OF June 19 93  
W. E. Davis  
Chancery Clerk  
By: P. Starks oc

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 25th day of August, 1975, by and between

LOU W. ROBERTSON and wife, TERRY S. ROBERTSON

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 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 1736, Section G, Southaven West Subdivision, in Section 22, Township 1 South, Range 8 West, as per plat thereof recorded in Plat Book 3, Pages 31 and 32, 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.,

and existing under the laws of the State of Mississippi, a corporation organized and having its principal office and post-office address at 444 North State Street, in Jackson, Mississippi, the payment of a certain promissory note of even date herewith in the principal sum of Twenty-Six Thousand Six Hundred and No/100 Dollars (\$ 26,600.00 ), with interest from date at the rate of Eight and 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 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 Four and 55/100 Dollars (\$ 204.55 ), commencing on the first day of October, 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 September, 2005.

The Grantor, in order more fully to protect the security of this Deed of Trust, does hereby covenant and agree as follows:

1. That he will pay all and singular the principal and interest and other sums of money payable by virtue of the note secured hereby and of this lien, at the times and in the manner in said note and hereinafter provided. Privilege is reserved to pay the debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due on the note, on the first day of any month prior to maturity; provided, however, that written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment.

2. That, together with and in addition to the monthly payments of principal and interest payable under the terms of the note secured hereby, he will pay to the Beneficiary on the first day of each month until the note is fully paid, the following sums:

- (a) An amount sufficient to provide the holder hereof with funds to pay the next mortgage insurance premium if this instrument and the note secured hereby are insured, or a monthly charge (in lieu of a mortgage insurance premium) if they are held by the Secretary of Housing and Urban Development, as follows:
  - (I) If and so long as said note of even date and this instrument are insured or are reinsured under the provisions of the National Housing Act, an amount sufficient to accumulate in the hands of the holder one (1) month prior to its due date the annual mortgage insurance premium, in order to provide such holder with funds to pay such premium to the Secretary of Housing and Urban Development pursuant to the National Housing Act, as amended, and applicable Regulations thereunder; or
  - (II) If and so long as said note of even date and this instrument are held by the Secretary of Housing and Urban Development, a monthly charge (in lieu of a mortgage insurance premium) which shall be in an amount equal to one-twelfth (1/12) of one-half (1/2) per centum of the average outstanding balance due on the note computed without taking into account delinquencies or prepayments;

Assignment of this instrument Recorded in  
Book 454 Page 240  
This the 8 day of NOV 19 88  
W. E. Davis Chancery Clerk

Assignment of this instrument Recorded in  
Book 501 Page 432  
This the 13 day of May 19 80  
W. E. Davis Chancery Clerk



(b) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable to renew the policies of fire and other hazard insurance on the premises covered by this Deed of Trust, plus taxes and assessments next due on these premises (all as estimated by the Beneficiary) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by the Beneficiary in trust to pay said ground rents, premiums, taxes, and special assessments; and

(c) All payments mentioned in the two preceding subsections of this paragraph and all payments to be made under the note secured hereby shall be added together, and the aggregate amount thereof shall be paid by the Grantor each month in a single payment to be applied by the Beneficiary to the following items in the order set forth:

(I) premium charges under the contract of insurance with the Secretary of Housing and Urban Development, or monthly charge (in lieu of mortgage insurance premium), as the case may be;

(II) ground rents, if any, taxes, special assessments, fire and other hazard insurance premiums;

(III) interest on the note secured hereby; and

(IV) amortization of the principal of said note.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Grantor prior to the due date of the next such payment, constitute an event of default under this Deed of Trust. The Beneficiary may collect a "late charge" not to exceed two cents (2c) for each dollar (\$1) of each payment more than fifteen (15) days in arrears to cover the extra expense involved in handling delinquent payments.

3. If the total of the payments made by the Grantor under (b) of paragraph 2 preceding shall exceed the amount of the payments actually made by the Beneficiary for ground rents, taxes, or assessments, or insurance premiums, as the case may be, such excess at the option of the Beneficiary, shall be credited on subsequent payments to be made by the Grantor, or refunded to the Grantor. If, however, the monthly payments made by the Grantor under (b) of paragraph 2 preceding shall not be sufficient to pay ground rents, taxes and assessments, and insurance premiums, as the case may be, when the same shall become due and payable, then the Grantor shall pay to the Beneficiary any amount necessary to make up the deficiency, on or before the date when payment of such ground rents, taxes, assessments, or insurance premiums shall be due. If at any time the Grantor shall tender to the Beneficiary, in accordance with the provisions thereof, the full payment of the entire indebtedness represented thereby, the Beneficiary shall, in computing the amount of such indebtedness, credit to the account of the Grantor all payments made under the provisions of (a) of paragraph 2 hereof which the Beneficiary has not become obligated to pay to the Secretary of housing and Urban Development, and any balance remaining in the funds accumulated under the provisions of (b) of paragraph 2 hereof. If there shall be a default under any of the provisions of this Deed of Trust resulting in a public sale of the premises covered hereby or if the Beneficiary acquires the property otherwise after default, the Beneficiary shall apply, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under (b) of paragraph 2 preceding, as a credit against the amount of principal then remaining unpaid under the note secured hereby, and shall properly adjust any payments which shall have been made under (a) of paragraph 2.

4. That he will pay all and singular the costs, charges, and expenses including a 10% attorney's fee, reasonably incurred or paid at any time by the Beneficiary, because of the failure on the part of the Grantor to perform, comply with, and abide by each and every the stipulations, agreements, conditions, and covenants of the note secured hereby and of this Deed of Trust, or either, and every such payment shall bear interest from date at the rate set forth in the note secured hereby, shall be payable on demand, and shall be fully secured by this Deed of Trust.

5. That he will not commit, permit, or suffer waste, impairment, or deterioration of said property or any part thereof, and in the event of the failure of the Grantor to keep the buildings on said premises and those to be erected on said premises, or improvements thereon, in good repair, the Beneficiary may make such repairs as in its discretion it may deem necessary for the proper preservation thereof, and the sums so paid shall bear interest from date at the rate set forth in the note secured hereby, shall be payable on demand, and shall be fully secured by this Deed of Trust.

6. That he will keep the improvements now existing or hereafter erected on the said premises, insured as may be required from time to time by the Beneficiary against loss by fire and other hazards, casualties, and contingencies, including war damage, in such amounts and for such periods as may be required by the Beneficiary and will pay promptly, when due, any premiums on such insurance provision for payment of which has not been made hereinbefore. All insurance shall be carried in companies approved by the Beneficiary and the policies and renewals thereof shall be held by the Beneficiary and have attached thereto loss payable clauses in favor of and in form acceptable to the Beneficiary. In event of loss the Grantor will give immediate notice by mail to the Beneficiary, who may make proof of loss if not made promptly by the Grantor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Beneficiary instead of to the Grantor and the Beneficiary jointly, and the insurance proceeds, or any part thereof, may be applied by the Beneficiary at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this Deed of Trust or other transfer of title to the said premises in extinguishment of the indebtedness secured hereby, all right, title, and interest of the Grantor in and to any insurance policies then in force shall pass to the purchaser or grantee.

7. That he will pay all taxes, assessments, water rates, and other governmental or municipal charges, fines, or impositions, for which provision has not been made hereinbefore, and shall promptly deliver the official receipts therefor to the Beneficiary; and in default of such payment by the Grantor, the Beneficiary may pay the same, and any amount so paid by the Beneficiary shall then be added to the principal debt named herein and shall be secured hereby.

8. That if the premises, or any part thereof, be condemned under any power of eminent domain, or acquired for a public use, the damages, proceeds, and the consideration for such acquisition, to the extent of the full amount of indebtedness upon this Deed of Trust, and the note secured hereby remaining unpaid, are hereby assigned by the Grantor to the Beneficiary and shall be paid forthwith to the Beneficiary to be applied by it on account of the indebtedness secured hereby, whether due or not.

9. The Grantor further agrees that should this Deed of Trust and the note secured hereby not be eligible for insurance under the National Housing Act within sixty (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.

*Lou W. Robertson*  
 Lou W. Robertson

*Terrye S. Robertson*  
 Terrye S. Robertson

STATE OF MISSISSIPPI,

COUNTY OF DESOTO

Personally appeared before me **Bobbie M. Braswell** the undersigned Notary Public in and for the said County, the within named **Lou W. Robertson** and **Terrye S. Robertson**, 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 August, 19 75.

My Commission expires: Feb. 19, 1976

*Bobbie M. Braswell*  
 Notary Public

STATE OF MISSISSIPPI

COUNTY OF DeSoto

I. H. S. Ferguson, Clerk of the Court of the Chancery of said County, do hereby certify that the foregoing conveyance was filed for registration in this office at 10:30 o'clock A. M., on the 27 day of August 19 75, and was recorded in Vol.         , Record of Deeds, pages         , on the 19 day of          1975.

Clerk of the Court of Chancery

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10:00 o'clock 30 minutes A. M. 27 day of August 1975, and that the same has been recorded in Book 189 Page 1632 records of REAL ESTATE TRUST DEEDS of said County.

Witness my Hand and seal this the 29 day of August 1975. Fees \$ 5.00 pd.

SFO 243-127

pd. 5.00 A.M.  
 SEAL I. H. S. Ferguson, CLERK

Assignment of this Instrument Recorded in  
Real Estate T/D Book  
No. 196 Page 652  
This the 2 day of May 1976  
H. S. Ferguson Clerk

Assignment of this Instrument Recorded in  
Real Estate T/D Book  
No. 191 Page 473  
This the 6 day of Oct. 1975  
H. S. Ferguson Clerk

VA Form 28-4221 (Home Loan)  
Revised January 1974. Use Op-  
tional, Section 1510, Title 38,  
U.S.C. Acceptable to Federal  
National Mortgage Association.

MISSISSIPPI

# DEED OF TRUST

THIS DEED OF TRUST, made and entered into this 22nd day of August, 1975,  
by and between

WILLARD GREGORY LaBARGE II and wife, DIANA DRUE LaBARGE

, hereinafter called the Grantor;  
G. L. Oates, hereinafter called the Trustee, and

WORTMAN & MANN, INC.

, a corporation organized  
and existing under the laws of the State of Mississippi, having its principal office and  
post-office address at 444 North State Street, Jackson, Mississippi, hereinafter called the  
Beneficiary:

WITNESSETH, That the Grantor, in consideration of the debt and trust hereinafter mentioned, and the sum  
of One Dollar (\$1.00) to the Grantor paid by the Trustee, the receipt whereof is hereby acknowledged, does by  
these presents grant, bargain, sell, convey, and warrant unto the Trustee, the following-described property, situated  
in the County of DeSoto, State of Mississippi, to wit:

Lot 722, Section D, Greenbrook Subdivision, located in  
Section 19, Township 1 South, Range 7 West, DeSoto  
County, Mississippi, as recorded in Plat Book 9, Pages 42  
and 43, 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.

Should the Veterans Administration fail or refuse to issue its guaranty of the loan  
secured by this mortgage under the provisions of the Servicemen's Readjustment Act  
of 1944, as amended, in the full amount committed upon by the Veterans Administration  
within sixty days from the date the loan would normally become eligible for such guaranty  
the mortgagee herein may, at its option, declare all sums secured by this mortgage  
immediately due and payable.

together with all buildings and improvements thereon or that may hereafter be erected thereon and the hereditaments  
and appurtenances and all other rights thereunto belonging, or in anywise now or hereafter appertaining, and the  
reversion and reversions, remainder or remainders, rents, issues, and profits thereof, and all rights of homestead,  
and all fixtures now or hereafter attached to or used in connection with the premises herein described and in addition  
thereto the following described household appliances, which are, and shall be deemed to be, fixtures and a part of  
the realty, and are a portion of the security of the indebtedness herein mentioned;

Assignment of this Instrument Recorded in  
Real Est T/D Book  
No. 352 Page 726  
This the 14 day of April 1986  
H. D. Ferguson Clerk  
DS

Assignment of this Instrument Recorded in  
Real Estate T/D Book  
No. 581 Page 432  
This the 13th day of March 1990  
W. E. Davis Clerk  
by D. Taylor D.C.

CANCELLED BY AUTHORITY RECORDED IN BOOK  
1969 PAGE 140  
THIS 19 DAY OF April 2004  
W E Davis  
by M. Cabri DC CHANCERY CLERK

Trustmark National Bank  
Assignment of this Instrument Recorded in  
Real Estate T/D Book  
No. 454 Page 240  
This the 8 day of Nov 1988  
W E Davis by K.C. Clerk

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To HAVE AND TO HOLD the same unto the Trustee and unto his successors and assigns, forever.

IN TRUST, HOWEVER, to secure to the Beneficiary named above, the payment of a certain promissory note of even date herewith in the principal sum of Thirty-Five Thousand Nine Hundred Fifty & <sup>no. 6109</sup> Dollars (\$ 35,950.00 ), 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 Wortman & Mann, Inc., 444 North State Street, in Jackson, Mississippi, or at such other place as the holder may designate, in writing delivered or mailed to the Grantor, in monthly installments of Two Hundred Fifty-Seven & 77/100 Dollars (\$ 257.77 ), commencing on the first day of October, 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 September, 19 2005.

The Grantor, in order more fully to protect the security of this Deed of Trust, does hereby covenant and agree as follows:

1. He will pay all and singular the principal and interest and other sums of money payable by virtue of the note secured hereby and of this lien, at the times and in the manner in said note and hereinafter provided. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one hundred dollars (\$100.00), whichever is less. Prepayment in full shall be credited on the date received. Partial prepayment, other than on an installment due date, need not be credited until the next following installment due date or thirty days after such prepayment, whichever is earlier.

2. Together with and in addition to the monthly payments of principal and interest payable under the terms of the note secured hereby, he will pay to the Beneficiary as trustee (under the terms of this trust as herein stated), on the first day of each month until the note is fully paid:

(a) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable to renew the policies of fire and other hazard insurance on the premises covered by this Deed of Trust, plus taxes and assessments next due on these premises (all as estimated by the Beneficiary, and of which Grantor is notified) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by the Beneficiary in trust to pay said ground rents, premiums, taxes, and special assessments.

(b) The aggregate of the amounts payable pursuant to subparagraph (a) and those payable on the note secured hereby, shall be paid in a single payment each month, to be applied to the following items in the order stated:

- (i) ground rents, if any, taxes, special assessments, fire and other hazard insurance premiums;
- (ii) interest on the note secured hereby; and
- (iii) amortization of the principal of said note.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Grantor prior to the due date of the next such payment, constitute an event of default under this Deed of Trust. At Beneficiary's option, Grantor will pay a "late charge" not exceeding four per centum (4%) of any installment when paid more than fifteen (15) days after the due date thereof to cover the extra expense involved in handling delinquent payments, but such "late charge" shall not be payable out of the proceeds of any sale made to satisfy the indebtedness secured hereby, unless such proceeds are sufficient to discharge the entire indebtedness and all proper costs and expenses secured thereby.

3. If the total of the payments made by the Grantor under (a) of paragraph 2 preceding shall exceed the amount of payments actually made by the Beneficiary as trustee for ground rents, taxes, or assessments, or insurance premiums, as the case may be, such excess shall be credited on subsequent payments to be made by the Grantor for such items or, at Beneficiary's option as trustee, shall be refunded to Grantor. If, however, such monthly payments shall not be sufficient to pay such items when the same shall become due and payable, then the Grantor shall pay to the Beneficiary as trustee any amount necessary to make up the deficiency. Such payments shall be made within thirty (30) days after written notice from the Beneficiary stating the amount of the deficiency, which notice may be given by mail. If at any time the Grantor shall tender to the Beneficiary, in accordance with the provisions thereof, the full payment of the entire indebtedness represented thereby, the Beneficiary shall as trustee, in computing the amount of such indebtedness, credit to the account of the Grantor any credit balance remaining under the provisions of (a) of paragraph 2 hereof. If there shall be a default under any of the provisions of this Deed of Trust resulting in a public sale of the premises covered hereby or if the Beneficiary acquires the property otherwise after default, the Beneficiary shall apply,

as trustee at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the amount then remaining to credit of Grantor under (a) of paragraph 2 preceding, as a credit on the interest accrued and unpaid and the balance to the principal then remaining unpaid on the note secured hereby.

4. The lien of this instrument shall remain in full force and effect during any postponement or extension of the time of payment of the indebtedness or any part thereof secured hereby.

5. He will pay all and singular the costs, charges and expenses, including reasonable attorney's fees incurred by Beneficiary because of the failure on the part of the Grantor to conform and comply with his obligations and duties under the term of the note secured hereby and of this Deed of Trust; and if such failure results in a sale under a foreclosure hereof, said fee shall be Ten per centum ( 10 %) of the total indebtedness as of the date of sale.

6. Upon the request of the Beneficiary the Grantor shall execute and deliver a supplemental note or notes for the sum or sums advanced by the Beneficiary for the alteration, modernization, improvement, maintenance, or repair of said premises, for taxes or assessments against the same and for any other purpose authorized hereunder. Said note or notes shall be secured hereby on a parity with and as fully as if the advance evidenced thereby were included in the note first described above. Said supplemental note or notes shall bear interest at the rate provided for in the principal indebtedness and shall be payable in approximately equal monthly payments for such period as may be agreed upon by the creditor and debtor. Failing to agree on the maturity, the whole of the sum or sums so advanced shall be due and payable thirty (30) days after demand by the creditor. In no event shall the maturity extend beyond the ultimate maturity of the note first described above.

7. He will not commit, permit, or suffer waste, impairment, or deterioration of said property or any part thereof, and in the event of the failure of the Grantor to keep the buildings and other improvements now or hereafter on said premises in good repair, the Beneficiary may make such repairs as may reasonably be deemed necessary for the proper preservation thereof, and the sums so paid shall bear interest from date at the rate provided for in the principal indebtedness, shall be payable thirty (30) days after demand, and shall be fully secured by this Deed of Trust.

8. He will continuously maintain hazard insurance, of such type or types and amounts as Beneficiary may from time to time require, on the improvements now or hereafter on said premises, and except when payment for all such premiums has theretofore been made under (a) of paragraph 2 hereof, he will pay promptly when due any premiums therefor. All insurance shall be carried in companies approved by the Beneficiary and the policies and renewals thereof shall be held by the Beneficiary and have attached thereto loss payable clauses in favor of and in form acceptable to the Beneficiary. In event of loss the Grantor will give immediate notice by mail to the Beneficiary, who may make proof of loss if not made promptly by the Grantor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Beneficiary instead of to the Grantor and the Beneficiary jointly, and the insurance proceeds, or any part thereof, may be applied by the Beneficiary at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this Deed of Trust, or other transfer of title to the said premises in extinguishment of the indebtedness secured hereby, all right, title, and interest of the Grantor in and to any insurance policies then in force shall pass to the purchaser or grantee.

9. He will pay all taxes, assessments, water rates, and other governmental or municipal charges, fines, or impositions, except when payment for all such items has theretofore been made under (a) of paragraph 2 hereof, and shall promptly deliver the official receipts therefor to the Beneficiary; and in default of such payment by the Grantor, the Beneficiary may pay the same, and any amount so paid by the Beneficiary shall then be added to the principal debt named herein and shall be secured hereby.

If the Grantor shall well and truly keep and perform all the covenants and agreements in this Deed of Trust, and in the note hereby secured and well and truly pay off and discharge the said note and other indebtedness secured hereby, then this conveyance shall be null and void, but otherwise shall remain in full force and effect and at the request of the Beneficiary, the said Trustee, or any successor appointed in his stead, shall sell the premises covered hereby at public auction for cash to the highest and best bidder, during legal hours, at any front door of the county courthouse of DeSoto County, State of Mississippi, after giving notice, by advertising and posting as required by law, of the time, place, and terms of sale, and out of the proceeds arising from such sale, the said Trustee, or any successor, shall first pay all the costs and expenses of executing this Trust, including a reasonable compensation of said Trustee; next, said Trustee shall pay the balance of the indebtedness hereby secured then remaining unpaid; next, said Trustee shall reimburse the Veterans Administration for any sums paid by it on account of the guaranty or insurance of the indebtedness secured hereby; and lastly, any balance remaining in the hands of said Trustee shall be paid to the Grantor. The Beneficiary, or any subsequent holder of the note is hereby authorized and empowered to appoint and substitute another Trustee in the place of the Trustee named herein, at any time, by writing, duly signed and acknowledged and recorded in the county or counties where the premises covered hereby are situate, and such appointee shall have full power as the Trustee herein, together with all the rights and privileges thereunto belonging. If the holder of the note is a corporation, its president or any vice president may select and appoint such substituted Trustee. No one exercise of this power of appointment, power of sale, or any other power or right given in this Deed of Trust shall exhaust the right to exercise such power, but all rights and powers herein given may be exercised as often as may be necessary to achieve the perfect security and the collection of the indebtedness secured by this Deed of Trust until said indebtedness is fully paid and discharged. At any sale made to enforce the Trust herein given, the Beneficiary, or any person in interest, may become a purchaser, and upon payment of the purchase price, the Trustee shall execute a deed of conveyance, which conveyance shall vest full and perfect title in such purchaser upon payment of the purchase price.

The Grantor hereby assigns to the Beneficiary any and all rents on the premises covered hereby and authorizes the Beneficiary, by its agent, to take possession of said premises at any time there is any default in the

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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.

*Willard Gregory LaBarge II*  
Willard Gregory LaBarge II

*Diana Drue LaBarge*  
Diana Drue LaBarge

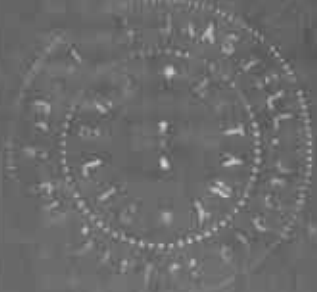
STATE OF MISSISSIPPI,  
COUNTY OF DESOTO

Personally appeared before me **Bobbie M. Braswell**, the undersigned Notary Public in and for said County, the within named **Willard Gregory LaBarge II** and **Diana Drue LaBarge**, his wife, who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and seal this 22nd day of August, 1975.

My Commission expires:  
Feb. 19, 1976

*Bobbie M. Braswell*  
Notary Public



MISSISSIPPI

Trust

for

at 10:30 A.M.

every of said County, foregoing conveyance in this office on the day of August, Vol.

day of 19

of the Court of Chancery

312115

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 August 1975, and that the same has been recorded in Book 189 Page 635 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 29 day of August 1975.

Fees \$ 5.00 pd.

SEAL

*H. P. Ferguson*

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 690, 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:

\$11,750.00 Eleven Thousand Seven Hundred Fifty & no/100-Dollar due on demand or on 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 ~~from~~ 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 26th day of August, 1975

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, 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 26th day of August, 1975

Leticia M. Braswell  
Notary Public  
My Commission Expires Feb. 19, 1976

STATE OF MISSISSIPPI, DEBOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 30 minutes A. M. 27 day of Aug. 1975, and that the same has been recorded in Book 189 Page 639 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 29 day of August 1975.

Fees \$ 3.50 pd.

SEAL H. P. Ferguson CLERK



H. J. 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 692, 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:

(\$11,750.00) Eleven Thousand Seven Hundred Fifty & no/100<sup>ths</sup> Dollar 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 26th day of August, 1975.

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, 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 26th day of August, 1975.

Sabbie 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 30 minutes A. M. 27 day of August, 1975, and that the same has been recorded in Book 189 Page 641 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 29 day of August, 1975.

Fees \$ 3.50 pd.

SEAL H. P. Ferguson CLERK

b

Paid, Satisfied and Cancelled

This 16th day of June 1983

George S. McIngvale  
Trustee

~~Paid, Satisfied and Cancelled~~

~~This 2nd day of August 1975~~

643

Attest  
H. P. Ferguson

Chancery Clerk By: F. E. Davis

Attest

D. E.  
Chancery Clerk

FOR REAL ESTATE, CHATTEL OR BOTH

Dr. Robert Seymour, et ux

To { DEED OF TRUST

William LeFlore Dillon,  
et al

THIS INDENTURE, Made this 2nd day of August, 1975  
between Dr. Robert Seymour and wife, Shirley S. Seymour

and William LeFlore Dillon, Thomas Oscar Dillon and Betty Dillon  
of the first part, Harris  
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 Nineteen Thousand Dollars (\$19,000.00)

evidenced by a promissory note of even date, bearing 8% interest from date, due and repay-  
able in 120 equal amortized monthly installments of \$230.53 each, first of said installments  
shall be due October 1, 1975 and one installment due each succeeding month thereafter until  
paid in full with each installment to be applied first toward accrued interest and the  
balance to the reduction of principal.

and any interest amount that the party of the second part may hereinafter be entitled to receive from the party of the first part during the term of this indenture, 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  
paid by George S. McIngvale Trustee, the part ies of the first part has 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  
family, or any hands working with or under either as landlord or tenant or otherwise, during the year 1975 on the land that  
may cultivate, or cause to be cultivated, as landlord or tenant and all existing implements of every kind and

1.54 acres, more or less, in Lots 372, 375 and streets therein in the Town of Hernando,  
DeSoto County, Mississippi in Section 13, Township 3, Range 8 West, more particularly  
described as BEGINNING at an iron pin, said pin being on the South line of Commerce  
Street 504.77 feet West of the Northeast corner of Lot 374; thence continuing along  
the said South line on a magnetic bearing of South 84 degrees 39 minutes West 156.29  
feet to an iron pin; thence South 3 degrees 28 minutes East 161.73 feet to an iron pin  
thence South 79 degrees 57 minutes West 8.88 feet to an iron pin; thence South 4 degrees  
40 minutes East 238.39 feet to an iron pin; thence North 82 degrees 46 minutes East  
175.58 feet to an iron pin; said pin being in the Southwest corner of the Eason property;  
thence North 5 degrees 41 minutes West 398.07 feet along the West line of the Eason  
property to the point of beginning.

A failure to pay said installments when due shall operate to cause the entire unpaid  
indebtedness to become immediately due and payable at the option of the owner and holder  
of said note. Makers of said note shall have the right to pay all or any part of the  
said indebtedness before maturity without penalty.

Should the Trustee at any time believe said property, or any part thereof, endangered as a security for said debt, he may then forthwith take posses-  
sion of said property and sell the same as herein below directed. Should the part ies of the first part promptly pay the above stated indebtedness  
in or before the maturity date thereof 1975, then this instrument to be void; but in default thereof the said Trustee  
shall take possession of said property, and after giving notice of the time, place and terms of sale, by advertisement according to law in DeSoto County, shall  
sell the same at public auction, to the highest bidder for cash, at such time and place as he shall designate in said advertisement. The proceeds of said sale  
shall be applied to the payment of said indebtedness and all costs incurred herein, and if there be a surplus, such surplus shall be refunded to the part 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 Shirley S. Seymour  
Robert Seymour

STATE OF MISSISSIPPI, DESOTO COUNTY.  
Personally appeared before me, the undersigned authority Dr. Robert Seymour and wife, Shirley S. Seymour of said County, the within named

and William LeFlore Dillon, Thomas Oscar Dillon and Betty Dillon they signed and delivered the foregoing Deed of Trust on the day and year therein mentioned.

Given under my hand and official seal, this 2nd day of August, 1975

My Commission Expires: 5-27-78 (SEAL) LeFlore Dillon Clerk  
By Notary Public D. C.

STATE OF MISSISSIPPI, DESOTO COUNTY.  
Before me, H. P. Ferguson 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. 27 day of August 1975, and that the same has been  
recorded in Book 189 Page 643 records of REAL ESTATE TRUST DEEDS  
of said County.

Witness my hand and seal this the 29 day of August 1975.

Fees \$ 2.50 pd.  
SEAL H. P. Ferguson CLERK

644  
Paid, Satisfied and Cancelled  
This 6 day of Dec 19 76  
Attest  
H. P. Ferguson  
Clerk of Court  
D. W. Woolfall, D.C.

FOR REAL ESTATE, CHATTEL OR BOTH

John H. Coughran, et ux

To { DEED OF TRUST  
Security Bank of Hernando

THIS INDENTURE, Made this 13 day of August 19 75  
between John H. Coughran and wife, Gail P. Coughran

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 Six Thousand Nine Hundred Fifty-One Dollars

6 60/100 (\$6,951.60) evidenced by a promissory note of even date, bearing 10% interest  
from maturity, due and repayable in 60 equal monthly installments of \$115.86 each, first  
of said installments shall be due 9-25-75 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 1975, not to exceed  
payment of the same when due. Therefore, in consideration of the premises, and of the sum of One Dollar to the part ies  
of the first part paid by George S. McIngvale Trustee, the part ies of the first part has 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 has been produced on the crop of every kind to be grown by and family or any hand working with or under either as landlord or tenant or otherwise during the year 19 75 on the land that  
may cultivate or comes to be cultivated as landlord or tenant and all the implements of every kind and

One acre situated in the Northwest Quarter of Section 2, Township 3, Range 8 West, and  
more particularly described by metes and bounds as follows: COMMENCING at the Northeast  
corner of the Northwest Quarter of Section 2, Township 3, Range 8 West; thence South 5  
degrees 30 minutes East along the East line of said Quarter Section 821.3 feet to a  
point; thence South 84 degrees 30 minutes West along the North line of the Strickland  
tract 707 feet to a point in the center of Pine Tree Road; thence Northwesterly along  
the center of said Road 69.3 feet to a point, FOR THE POINT OF BEGINNING OF THE LANDS  
HEREBY CONVEYED; thence South 60 degrees 13 minutes East 217.8 feet to an iron pin;  
thence North 43 degrees 26 minutes West 200 feet to an iron pin; thence North 60 degrees  
13 minutes East 217.8 feet to a point in the center of Pine Tree Road; thence South  
43 degrees 26 minutes East along the center of said road 200 feet to the point of  
beginning, as said lands are shown by Survey Plat of J. E. Lauderdale, C. E. dated  
January 31, 1967, and being part of the 26.6 acre tract conveyed to Ralph R. Strickland  
and wife, by Edward Lois Brown and wife by warranty deed dated August 18, 1961, and  
of record in Book 51, page 162 of the deed records of DeSoto County, Mississippi, BUT  
SUBJECT HOWEVER to existing easements held by Mississippi Power and Light Co. for  
electric circuit purposes, to the existing easement for Pine Tree Public Road, and to  
Zoning, Subdivision, and Building Regulations of DeSoto County, Mississippi.

A failure to pay said installments when due shall operate to cause the entire unpaid  
indebtedness to become immediately due and payable at the option of the owner and holder  
of said note. Makers of said indebtedness 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 pos-  
session of said property and sell the same as herein below directed. Should the part ies of the first part promptly pay the above stated indebtedness  
on or before the maturity date thereof 19 75, then this instrument to be void; but in default thereof the said Trustee  
shall take possession of said property, and after giving notice of the time, place and terms of sale, by advertisement according to law in DeSoto County, shall  
sell the same at public auction, to the highest bidder for cash, at such time and place as he shall designate in said advertisement. The proceeds of said sale  
shall be applied to the payment of said indebtedness and all costs incurred herein; and if there be a surplus, such surplus shall be refunded to the part ies  
of the first part. In case of failure or inability of the part of said Trustee to execute the trust herein conferred, the part y of the second part, its  
assigns or legal representatives, can at any time appoint a Trustee in its stead.

Witness OUR signature B the date written above.  
Witness \_\_\_\_\_

STATE OF MISSISSIPPI, DESOTO COUNTY.  
Personally appeared before me, the undersigned authority  
John H. Coughran and wife, Gail P. Coughran of said County, the within named

who acknowledged that they signed and delivered the foregoing Deed of Trust on the day and year therein mentioned.

Given under my hand and official seal, this 13 day of August 19 75  
(SEAL) Zola J. Tolison Clerk  
My Commission Expires: April 18, 1979 By \_\_\_\_\_ D. C.

STATE OF MISSISSIPPI, DESOTO COUNTY.  
Before me, \_\_\_\_\_ of said County, this day personally appeared the above named  
one of the subscribing witnesses to the foregoing Deed of Trust, who, being first duly sworn,

STATE OF MISSISSIPPI, DESOTO COUNTY  
I certify that the within instrument was filed for record at 1 o'clock  
25 minutes P. M. 27 day of August 1975, and that the same has been  
recorded in Book 189 Page 644 records of REAL ESTATE TRUST DEEDS  
of said County.

Witness my hand and seal this the 29 day of August 1975.

Fees \$ 2.50 pd.  
SEAL H. P. Ferguson CLERK

H. B. Ferguson  
CHANCERY CLERK

645

Assignment of this Instrument Recorded in

Book 70

No. 191 Page 244

This the 29 day of Aug. 19 75

H. B. Ferguson Clerk

FOR REAL ESTATE, CHATTEL OR BOTH

Ethel M. Vaughn

To { DEED OF TRUST

Mary Jean Jones

THIS INDENTURE, Made this 21st day of August 1975  
between Ethel M. Vaughn

and Mary Jean Jones

WITNESSETH, That whereas, said part Y of the first part, being indebted to the said part Y of the second part in the sum of One Thousand Dollars (\$1,000.00) evidenced

by a promissory note of even date, bearing 8% interest from date, due and repayable on or before August 21, 1977

and may further amount that the party of the second part may furnish the party of the first part during the year 1975, not to exceed payment of the same when due. Therefore, in consideration of the premises, and of the sum of One Dollar to the part Y of the first part paid by George S. McIngvale Trustee, the part Y of the first part has this day granted, bargained, and sold to the said Trustee the following described property, located in the County of DeSoto, and state of Mississippi, viz: All of the approximately products of every kind that either as landlord or tenant or otherwise, during the year 1975, on the land that may be cultivated, or used as pasture and all farming implements of every kind and

Lot 55, Section A, Hoytte Austin Subdivision as appears of record in Plat Book 3, Pages 8-10 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 6, Township 2, Range 8.

This deed of trust is second and subordinate to that certain deed of trust from Ethel M. Vaughn to North Mississippi Savings & Loan Association dated August 20, 1975.

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 21st day of August 1977 then this instrument to be void, but in default thereof the said Trustee shall take possession of said property, and after giving notice of the time, place and terms of sale, by advertisement according to law in DeSoto County, shall sell the same at public auction, to the highest bidder for cash, at such time and place as he shall designate in said advertisement. The proceeds of said sale shall be applied to the payment of said indebtedness and all costs incurred herein; and if there be a surplus, such surplus shall be refunded to the part Y of the first part. In case of failure or inability on the part of said Trustee to execute the trust herein conferred, the part Y of the second part her assigns or legal representatives, can at any time appoint a Trustee to act in his stead.

Witness my signature the date written above.

Witness

STATE OF MISSISSIPPI, DeSOTO COUNTY

Personally appeared before me, the undersigned authority

Ethel M. Vaughn

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 21st day of August 19 75

My Commission Expires:

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. 27 day of August 1975, and that the same has been recorded in Book 189 Page 645 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 29 day of August 1975.

Fees \$ 2.50 pd.

SEAL H. B. Ferguson, CLERK

646

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 311, Section B Revised, Greenbrook Subdivision, in Section 19, Township 1 South, Range 7 West, as per plat thereof recorded in Plat Book 8, Page 51, in the office of the Chancery Clerk of DeSoto County, Mississippi.

To have and to hold the aforescribed real property unto the said Wallace E. Johnson Enterprises, Inc. and to its successors, heirs and assigns in fee simple forever, free and discharged from the lien of said deed of trust and the indebtedness secured thereby.

But this is a partial release and as to all other property described in and conveyed by said deed of trust not heretofore nor hereby released, the lien of same shall continue in full force and effect.

IN WITNESS WHEREOF the said First National Bank of Memphis, Beneficiary and holder of the indebtedness secured by said Deed of Trust as aforesaid has executed this instrument this 11th day of August, 1975.

ATTEST:

[Signature]  
Vice President

FIRST NATIONAL BANK OF MEMPHIS

By [Signature]  
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 [Signature] 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 11th day of August, 1975.

[Signature]  
Notary Public

My commission expires: 1977

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 August 1975, and that the same has been recorded in Book 189 Page 646 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 29 day of August 1975.

Fees \$ 2.50 pd.

SEAL [Signature] CLERK

647

Lot 701, Twin Lakes - Hillyer

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 July 3, 1975, and given by NORTHWEST BUILDERS, INC. to C. B. Henley, Trustee, for the benefit of Bailey Mortgage Company, and which instrument is recorded in Book 187, Page 467, in your office, same having been fully paid and satisfied.

EXECUTED this the 22 day of Aug.,  
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 22  
day of August, 1975.

My Commission expires:

Lucille Brown  
Notary Public

My Commission Expires Oct. 31, 1978

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 30 minutes A. M. 27 day of August 1975, and that the same has been recorded in Book 189 Page 647 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 29 day of August 1975.

Fees \$ 2.50 pd.

SEAL H. P. Ferguson CLERK

648

1130 B/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 12th, 19 75, and duly recorded in Book 185 at Page(s) 585 of your records.

WITNESS the signature of the corporation, this the 20th day of August, A.D., 19 75.



ATTEST:  
B. J. Renfrow  
B. J. Renfrow, Assistant Vice President

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 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 20th day of August, A.D., 19 75.

Carrie D. Balls  
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. 27 day of August 1975, and that the same has been recorded in Book 189 Page 648 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 29 day of August 1975.

Fees \$ 2.50 pd.

SEAL H. P. Ferguson CLERK



Mississippi Bankers Association  
Form No. 1  
(Revised Dec. 1955)  
L A N D

### DEED OF TRUST LAND

THIS INDENTURE, this day made and entered into between STEVEN K. SMITH  
AND WIFE, SHERRI LYNN SMITH

of the first part, hereinafter designated as the Grantor,

James W. Amos Trustee, of the second part, hereinafter designated as Trustee, and

BANK OF MISSISSIPPI of the third part, hereinafter designated as the Beneficiary.

WITNESSETH: That whereas the Grantor is justly indebted to the beneficiary in the full sum of  
EIGHT THOUSAND AND NO/100----- DOLLARS  
(\$ 8,000.00 ) evidenced by one promissory note of even date herewith in favor of  
the beneficiary, bearing interest at the rate of 10 per centum per annum after  
date , providing for the payment of attorney's fees in case of default and being due  
and payable as follows, to-wit:

Due and payable on or before May 1, 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 3 and the South half of Lot 2, Section A, College Grove Subdivision located in Section 10 and 11, Township 2 South, Range 6 West, DeSoto County, Mississippi, more particularly described in plat recorded in Plat Book 13, Pages 50-53 in the Office of the Chancery Clerk of DeSoto County, Mississippi.

CANCELLED BY AUTHORITY RECORDED IN BOOK  
233 PAGE 665  
15 DAY OF Nov 1978  
J. S. Ferguson  
CHANCERY CLERK

650

Together with all the hereditaments and appurtenances thereunto appertaining, as far as they may now or hereafter, during the term of this deed of trust, belong to or be used in connection with the occupancy of any building on the said land, or that may be hereafter erected thereon, all heating and ventilating apparatus, gas, electric light and other fixtures, whether attached to said premises or detached therefrom.

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary herein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment of interest as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other covenant herein contained, then and in that event the entire principal sum secured hereby with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, or the owner or holder of said note or notes, be and become at once due and payable, and the trustee herein named, or his successor or successors, shall, at the request of the beneficiary, or at the request of any owner or holder of the note or notes secured hereby, sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid. Such sale shall be made by giving notice of the time, place and terms of sale as required by Section 89-1-55 of the Mississippi Code of 1972 and amendments if any thereto, and the trustee shall make deed to the purchaser or purchasers. Should the beneficiary, or the owner or holder of the note or notes secured hereby be a corporation, then in such event a declaration of default to the trustee, and a request for sale hereunder, may be made by any officer thereof. If the land covered hereby is situated in two or more counties, or in two judicial districts of the same county, the trustee may sell the whole in any of the counties, or in either of the judicial districts of a county in which any part of the land lies. Out of the proceeds of sale the trustee shall first pay the cost of advertising and making the sale; and secondly, he shall pay whatever items may have been incurred and remain unpaid in the protection of this security; then he shall pay such of the items of indebtedness secured hereby as may be outstanding in the order of their maturity, and any balance remaining in his hands shall be delivered to the grantor, or to his proper representatives, agents or assigns.

It is agreed and understood, by and between the parties hereto that this conveyance is executed and intended to be, and is hereby made subject to the following covenants, stipulations and conditions, all of which shall be binding upon the parties hereto and each of them.

First. In addition to the indebtedness specifically mentioned above, and any and all extensions or renewals of the same, or any part thereof, this conveyance shall also cover such future and additional advances as may be made to the grantor, or either of them, by the beneficiary, not to exceed the sum of \$125,000.00, the beneficiary to be the sole judge as to whether or not such future and additional advances shall be made. In addition to all of the above, it is intended that this conveyance shall secure, and it does secure any and all debts, obligations, or liabilities, direct or contingent, of the grantor herein, or either of them, to the beneficiary, whether now existing or hereafter arising at any time before actual cancellation of this instrument on the public records of mortgages and deeds of trust, whether the same be evidenced by note, open account, over-draft, endorsement, guaranty or otherwise.

Second. The grantor will at all times during the continuance of this deed of trust keep the buildings and improvements on said premises insured against loss or damage by fire, storm, war damage and other hazard in such reliable insurance company, or companies, as may be acceptable to the beneficiary, for the maximum amount of insurance obtainable, or in such amount as may be approved by beneficiary, and all policies covering the same shall contain the proper loss payable clause, making all losses, if any, payable to the beneficiary, his successors or assigns, and shall be delivered to the beneficiary herein, or to the owner or holder of the notes secured hereby as additional security. In case of loss and payment by any insurance company, the amount of insurance money so paid shall be applied either on the indebtedness secured hereby, or in rebuilding or restoring the damaged building, or buildings, or it may be released to the grantor, as the beneficiary may elect. In the event of loss the grantor shall immediately give notice by mail to the beneficiary who may make proof of loss if same be not promptly made by the grantor. Each insurance company involved is hereby authorized, empowered and directed to make payment for any loss directly to the beneficiary instead of to the grantor and the beneficiary jointly.

Third. The grantor will pay all taxes and assessments, general or special, which may be assessed against the said land, premises or property, or upon the interest of the trustee or the beneficiary therein, or upon this deed of trust, or the indebtedness secured hereby, without regard to any law heretofore enacted or that may hereafter be enacted imposing payment of the whole or any part thereof upon either the trustee or beneficiary, and further will furnish annually to the beneficiary certificates or receipts of the proper officer showing full payment of all such taxes and assessments.

Fourth. That the rents, issues and profits of all and every part of the property here conveyed are specifically pledged to the payment of the indebtedness hereby secured, and all obligations which may accrue under the terms of this instrument. Upon the maturity of the indebtedness hereby secured, either by lapse of time or by reason of any default as herein provided, or if at any time it becomes necessary to protect the lien of this conveyance, the beneficiary, or any owner, or holder of the notes secured hereby, shall have the right to forthwith enter into and upon the property hereinbefore described and take possession thereof, and collect and apply the rents, issues and profits thereon upon the indebtedness secured hereby, or may, if it is so desired, have a receiver appointed by any court of competent jurisdiction to collect and impound the said rents, issues and profits and after paying the expense of such receivership apply the balance thereof to the payment of any indebtedness secured hereby.

Fifth. The failure on the part of the grantor to keep and perform each, any, and all of the covenants and stipulations of this deed of trust, or the passage by the State of Mississippi of any law imposing payment of the whole or any portion of any of the taxes aforesaid upon the trustee or the beneficiary, or upon the rendering by any court of competent jurisdiction of a decision that the stipulation or provision herein covering the payment of taxes or assessments is legally inoperative, shall give to the beneficiary or to the owner or holder of the notes secured hereby the option to at once declare the entire principal sum hereby secured with all interest and charges thereon, and all other amounts secured hereby at once due and demandable and to have the property advertised and sold by the trustee herein named, or his successor or successors, in accordance with the provisions of this conveyance hereinbefore set out. But in case such default consists in the failure to keep the said property insured or to pay the taxes herein required, the beneficiary, or the owner or holder of the said secured notes, may procure said insurance and pay said taxes and assessments, or redeem the property from tax sale if it has been sold; and any and all sums paid in procuring said insurance or in paying said taxes or assessments or in redeeming said property from tax sale, together with interest thereon at the rate herein stipulated from the date the same shall have been paid, shall be covered by this conveyance and shall be due and demandable on the date of the maturity of the interest installment which may become due under the terms of this instrument next after such additional items of expense are made or incurred. In case the beneficiary or the owner or holder of said secured notes elects to advance insurance premium and/or taxes, the receipt of an agent of the insurance company or companies in which said insurance is placed shall, with respect to such insurance premiums, be conclusive evidence as between the parties to this conveyance of the amount and fact of payment thereof; and the receipt of the proper public official, shall with respect to the taxes and assessments, aforesaid, be conclusive as between the parties to this conveyance of the amount and validity of said taxes or assessments and of the fact of the payment thereof.

Sixth. The beneficiary, or any owner or holder of the note secured hereby, may at pleasure, without giving formal notice to the original or any successor trustee, or to the grantor herein, and without regard to the willingness or inability of any such trustee to act, or to execute this trust, appoint another person or succession of persons to act as trustee herein, and such appointee or substitute shall have all the powers in the execution of this trust as are vested in the trustee herein named. If the beneficiary, or the owner or holder of the note secured hereby, be a corporation, such appointment may be made by its president, vice-president, assistant vice-president, secretary or treasurer.

Seventh. In case of foreclosure and sale of the property covered hereby, the beneficiary, or any owner or holder of the notes secured hereby, shall have the same right to purchase at said sale as if a stranger to this instrument.

Eighth. Grantor covenants that the premises and property covered hereby will at all times be used in a good and husbandlike manner, for lawful purposes only, and that waste will not be committed or suffered to be committed thereon.

Ninth. Whenever in this deed of trust the context so requires, the singular number shall include the plural, and the plural the singular; holder of the note or notes shall be deemed to refer to and include the owner of the debt, and the word beneficiary shall at any and all times include and mean the then holder of the note or notes secured hereby.

IN TESTIMONY WHEREOF, witness the signature of the grantor this the 26th day of August, 1975.

*Steven K. Smith*  
 STEVEN K. SMITH  
*Sherril Lynn Smith*  
 SHERRI LYNN SMITH

STATE OF MISSISSIPPI,  
 COUNTY OF DESOTO

This day personally appeared before me, the undersigned authority, in and for the State and County aforesaid, the within signed STEVEN K. SMITH AND WIFE, SHERRI LYNN SMITH who severally acknowledged that they signed and executed 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 August, 1975.

*[Signature]*  
 Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY  
 I certify that the within instrument was filed for record at 9 o'clock 15 minutes A. M. 28 day of August 1975, and that the same has been recorded in Book 189 Page 649 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 29 day of August 1975.

Fees \$5.00 pd.

SEAL *H. P. Ferguson* CLERK

652

Assignment of this instrument recorded in  
Real Estate 712 Book  
No. 199 Page 374  
This the 4 day of May 1986

CANCELLED BY AUTHORITY RECORDED IN BOOKS  
341 PAGE 653  
THIS 26 DAY OF June 1985  
H. B. Ferguson  
CHANCERY CLERK

H. B. Ferguson Clerk

DEED OF TRUST

Charles B. Shepard and Wife, Gloria A. Shepard to S&W CONSTRUCTION COMPANY OF TENN., INC., A Tennessee Corporation, duly authorized to do business in the State of Mississippi.

In consideration of \$10.00, in hand paid we convey and warrant to JAMES W. AMOS, TRUSTEE, the following described property in DeSoto County, State of Mississippi, to-wit:

Lot 619, Section C, Bridgetown Subdivision, as shown by the plat recorded in Plat Book 13, Page 42 in the office of the Chancery Clerk of DeSoto County, Mississippi, in Section 23, Township 2, Range 7 West.

This is the first lien on the above described property.

IN TRUST FOR THE FOLLOWING PURPOSES:

I. (A) To secure the payment of the following note or notes in favor of S&W CONSTRUCTION COMPANY OF TENN., INC., A Tennessee Corporation dated even herewith, in the amount of Four Thousand Four Hundred Dollars and No Cents Dollars (\$ 4,400.00 ), 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:

Monthly installments of \$ 58.16 each beginning the 1st day of September, 1975, with a like installment due and payable on or before the 1st day of each succeeding month thereafter until paid in full.

(B) Also any amount paid out or contracted to be paid, by 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 ten (10) per cent interest from date made, and due on demand.

(C) 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 to 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 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 holder of the indebtedness described in this deed of trust, as well as the proceeds of same may be applied by 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.

WITNESS our signatures, this the 27th day of July, 1975.

Charles B. Shepard  
Charles B. Shepard  
Gloria A. Shepard  
Gloria A. Shepard

STATE OF MISSISSIPPI  
COUNTY OF DESOTO

Personally appeared before me, a notary public in and for said county and state, the above named Charles B. Shepard and wife, Gloria A. Shepard, 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 the 28th day of August, 1975.

STATE OF MISSISSIPPI, DeSOTO COUNTY  
I certify that the within instrument was filed for record at 9 o'clock and no minutes A. M. 28 day of August, 1975 and that the same has been recorded in Book No. 189 records of Real Estate of said County.  
Witness my hand and seal this 28 day of August, 1975.



STATE OF MISSISSIPPI, DeSOTO COUNTY  
I certify that the within instrument was filed for record at 8 o'clock and no minutes A. M. 7 day of August, 1975 and that the same has been recorded in Book No. 188 Page 659 records of Real Estate Trust Deeds of said County.  
Witness my hand and seal this 7 day of August, 1975.

STATE OF MISSISSIPPI, DeSOTO COUNTY  
I certify that the within instrument was filed for record at 9 o'clock no minutes A. M. 28 day of August, 1975, and that the same has been recorded in Book 189 Page 652 records of REAL ESTATE TRUST DEEDS of said County.  
Witness my hand and seal this the 29 day of August, 1975.  
Fees \$ 2.50 pd.

SEAL H. P. Ferguson CLERK

654

Assignment of this instrument recorded in  
Real Estate T/D Book  
No. 299 Page 705  
This the 5 day of July 19 83  
H. G. Ferguson

CANCELLED BY AUTHORITY, RECORDED IN BOOK  
2319 PAGE 203  
THIS 3 DAY OF Oct 2005  
W.S. Davis  
By a 2005 CHANCERY CLERK

### DEED OF TRUST

THIS DEED OF TRUST is made this 25th day of AUGUST, 1975, among the Grantor, FERRELL WHITE and wife, BETTY WHITE, (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; and in the Town of Olive Branch, Mississippi:

Lot 21, Kerrwood Subdivision, situated in Section 34, Township 1 South, Range 6 West, per plat thereof recorded in Plat Book 1, Page 34 in the Office of the Chancery Clerk of DeSoto County, Mississippi.

The right is reserved to prepay the outstanding principal balance at any time with a penalty of five percent (5%) of the unpaid principal balance if prepaid during the first year; decreasing one percent (1%) each year thereafter to one percent (1%) of the unpaid principal balance if prepaid during the fifth year; with no penalty thereafter.

(In the event the installments on the indebtedness secured hereby are not paid within 15 days after the due date, the obligors shall be responsible for a late charge equal to \$5.00 or 5% of the installment of principal and interest, whichever is greater.)

TOGETHER with all the improvements, now or hereafter erected on the property, and all easements, rights, appurtenances, rents (subject however to the rights and authorities given herein to Lender to collect and apply such rents), royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Deed of Trust; and all of the foregoing, together with said property (or the leasehold estate in the event this Deed of Trust is on a leasehold) are herein referred to as the "Property";

To SECURE to Lender (a) the repayment of the indebtedness evidenced by Borrower's note of even date herewith (herein "Note"), in the principal sum of Thirty 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 September 1, 2005; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Deed of Trust; and the performance of the covenants and agreements of Borrower herein contained; and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances").

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any easements and restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

Assignment  
Real Est T/D  
335  
2  
April 83  
H. D. Ferguson  
DS.

Regions Mtg Soc 509 67 Comm. 618  
ASSIGNMENT OF THIS INSTRUMENT RECORDED IN  
Real Estate BOOK  
NO. 1503 PAGE 659  
THIS THE 15 DAY OF May 2002  
W.S. Davis  
Chancery Clerk

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any Future Advances secured by this Deed of Trust.

2. Funds for Taxes and Insurance. Subject to Lender's option under paragraphs 4 and 5 hereof, Borrower shall pay to Lender on the day monthly installments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments which may attain priority over this Deed of Trust, and ground rents of 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 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

Ferrell White  
FERRELL WHITE -Borrower

Betty White  
BETTY WHITE -Borrower

40 E. Roberta

Olive Branch, MS 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 FERRELL WHITE and wife, BETTY WHITE, 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 25th day of AUGUST, A.D., 1975.



John C. Cannon  
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY  
I certify that the within instrument was filed for record at 8 o'clock and 55 minutes A M. 28

STATE OF MISSISSIPPI, DESOTO COUNTY  
I certify that the within instrument was filed for record at 8 o'clock 55 minutes A M. 28 day of August 1975, and that the same has been recorded in Book 189 Page 654 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 29 day of August 1975.

Fees \$ 5.00 pd.

SEAL H. P. Ferguson CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK

232 PAGE 774

THIS 27 DAY OF Oct 19 75

H. B. Ferguson CHANCERY CLERK

FOR REAL ESTATE, CHATTEL OR BOTH

Grace K. Holt, et al, Grantor To DEED OF TRUST William F. Hagan, Trustee for The Hernando Bank, Beneficiary

THIS INDENTURE, Made this 26th day of August 19 75 between Grace K. Holt, John Thurston Holt, Joseph Bernard Holt, Carol Ann Holt, William Perry Holt, parties of the first part, and The Hernando Bank, party of the second part,

WITNESSETH That whereas, said parties of the first part, being indebted to the said party of the second part in the sum of Three thousand nine hundred thirteen & 92/100 Dollars (\$3,913.92) evidenced by her one promissory note of like amount and even date here-being due and payable on or before the 20th day of September, 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 says further that the party of the second part may furnish receipts of the first part during the term of this indenture... payment of the same when due: Therefore, in consideration of the premises, and of the sum of One Dollar to the party ies of the first part bargained, and sold to the said Trustee the following described property, located in the County of DeSoto, and state of Mississippi, viz: All that certain

Lot 111 in Section A of Lake O'The Hills Subdivision, as shown on plat appearing of record in Plat Book 2, Pages 29-33 in the Chancery Court Clerk's Office of DeSoto County, Mississippi, to which recorded plat reference is made for a more particular description. Said lot being situated in Section 20, Township 5, Range 9 West.

Record title to the hereinabove described property is in Thurston Holt and wife, Grace K. Holt. They were common tenants and he died intestate and left as his sole and only survivors and heirs at law, parties of the first part named herein.

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 party ies of the first part promptly pay the above stated indebtedness 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 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 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. Joseph Bernard Holt, Grace K. Holt, John Thurston Holt, William Perry Holt, Carol Ann Holt

STATE OF MISSISSIPPI, COUNTY OF SHELBY Personally appeared before me the undersigned authority Grace K. Holt, a widow, John Thurston Holt, Joseph Bernard Holt, Carol Ann Holt, and William Perry Holt who acknowledged that they signed and delivered the foregoing Deed of Trust on the day and year therein expressed.

Given under my hand and official seal, this 27th day of August 19 75 MY COMMISSION EXPIRES: My Commission Expires Sept. 25, 1977 (SEAL) 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. 28 day of August 1975, and that the same has been recorded in Book 189 Page 658 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 29 day of August 1975.

Fees \$ 2.50 pd.

SEAL H. B. Ferguson, CLERK

ASSIGNMENT

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and other valuable considerations, the receipt, amount and sufficiency of which is hereby acknowledged, the undersigned does hereby transfer, sell, assign and deliver unto

Government National Mortgage Association  
of Washington, D. C. , that certain Deed of Trust  
executed by

Ronald E. Stafford and wife, Wanda V. Stafford  
to G. L. Oates , Trustee for the use and benefit of Wortman &  
Mann, Inc. beneficiary on the 19th day of June, 1975 encumbering  
certain lands in the County of DeSoto , State of Mississippi,  
which said Deed of Trust is recorded in Book 187 at Page 265  
in the Office of the Chancery Clerk of DeSoto County

Mississippi , all our right, title and interest in and to  
said Deed of Trust and the lands described therein, together with the  
indebtedness in the original principal amount of \$ 26,600.00 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 27th day of August, 1975

WORTMAN & MANN, INC.

BY: [Signature]  
Thomas J. Tompkins, Vice President

ATTEST:  
BY: [Signature]  
Charles M. Kelly, Vice President  
STATE OF MISSISSIPPI  
COUNTY OF HINDS

Personally appeared before me, the undersigned authority in and for the  
aforesaid jurisdiction, the within named Thomas J. Tompkins and  
Charles M. Kelly , who acknowledged that they, as Vice President  
and Vice President respectively, for and on behalf of and by  
authority of said Wortman & Mann, Inc, signed and delivered the above  
and foregoing instrument and affixed the corporate seal of said corporation  
thereto on the day and year therein mentioned for the intent and purpose  
therein expressed.

Given under my hand and official seal of office, this 27th day of  
August, 1975



[Signature]  
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY  
I certify that the within instrument was filed for record at 10 o'clock  
30 minutes A.M. 28 day of August 1975, and that the same has been  
recorded in Book 189 Page 659 records of REAL ESTATE TRUST DEEDS  
of said County.

Witness my hand and seal this the 29 day of August 1975.

Fees \$ 2.50 pd.

SEAL [Signature] CLERK

660

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

Theodore X. Wiernasz, Jr. and wife, Pamela Rae Wiernasz  
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 19 and  
re-recorded in Book 189 at Page 17  
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 \$ 27,100.00 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 26th day of August, 1975

WORTMAN & MANN, INC.

BY: [Signature]  
Thomas J. Tompkins, Vice President

ATTEST:  
BY: [Signature]  
Charles M. Kelly, Vice President  
STATE OF MISSISSIPPI  
COUNTY OF HINDS

Personally appeared before me, the undersigned authority in and for the  
aforesaid jurisdiction, the within named Thomas J. Tompkins and  
Charles M. Kelly, who acknowledged that they, as Vice President  
and Vice President respectively, for and on behalf of and by  
authority of said Wortman & Mann, Inc, signed and delivered the above  
and foregoing instrument and affixed the corporate seal of said corporation  
thereto on the day and year therein mentioned for the intent and purpose  
therein expressed.

Given under my hand and official seal of office, this 26th day of  
August, 1975

My Commission Expires August 2, 1979

[Signature]  
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock  
30 minutes A. M. 28 day of August 1975, and that the same has been  
recorded in Book 189 Page 660 records of REAL ESTATE TRUST DEEDS  
of said County.

Witness my hand and seal this the 29 day of August 1975.

Fees \$ 2.50 pd.

SEAL [Signature], CLERK

PREPARED BY  
SIDNEY AARTZ, 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 James William Barshinger & wife, Elizabeth N. Barshinger, to DELTA TITLE COMPANY, Trustee, for the benefit of National Mortgage Company, a Tennessee Corporation, dated August 5, 1975, securing a note in the sum of \$ 34,000.00, recorded in Book 189, Page 149, 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 \$ 34,000.00, plus interest at the rate of 7 3/4% per annum, the first monthly installment being due the first day of September, 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 therunto affixed on this the 25th day of August, 19 75.

NATIONAL MORTGAGE COMPANY

*[Signature]*  
Morris Whitman  
Senior Vice President



*[Signature]*  
Edwin G. Moskowitz  
Assistant Secretary

STATE OF TENNESSEE  
COUNTY OF SHELBY

Before me the undersigned, a Notary Public in and for the aforesaid County and State, personally appeared the within named Morris Whitman and Edwin G. Moskowitz who acknowledged that they, as Senior Vice President and Assistant Secretary respectively, of and for and on behalf and by authority of National Mortgage Company, a corporation organized and existing under the laws of the State of Tennessee, signed the above foregoing instrument and affixed the corporate seal of said corporation herewith and delivered said instrument on the day and year therein mentioned.

GIVEN UNDER MY HAND and seal of office, this the 25th day of August, 19 75.

RETURN RECEIPT REQUESTED

*[Signature]*  
NOTARY PUBLIC

2/71/226



STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 30 minutes A M. 28 day of August, 1975, and that the same has been recorded in Book 189 Page 661 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 29 day of August, 1975.

Fees \$ 2.50 pd.

SEAL *[Signature]* CLERK

# DEED OF TRUST

This indenture made this 21<sup>st</sup> day of August, 19 75, between Richard A. Dixon and wife, Virginia D. Dixon 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 \$ 4,931.25, evidenced by one promissory note of even date due and repayable in 84 equal monthly installments of \$ 58.71, ~~and one installment of \$~~, the first installment due the 1st day of October, 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 50 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 & 18, Township 3, Range 9.

A failure to pay said installments when due shall operate to cause the entire unpaid indebtedness to become immediately due and payable at the option of the holder of said note. Makers of said note shall have the right to pay all or any part of the said indebtedness before maturity without penalty.

Should the Trustee at any time believe said property, or any part thereof endangered as a security for said debt, he may then forthwith take possession of said property and sell the same as herein below directed. Should the First Party promptly pay the above stated indebtedness on or before the due date thereof, then this instrument to be void; but in default thereof the said Trustees shall take possession of said property, and after giving notice of the time, place and terms of sale by advertisement according to law, shall sell same at public auction to the highest bidder for cash, at such time and place as he shall designate in said advertisement. The proceeds of said sale shall be applied to the payment of said indebtedness and all costs incurred herein; and if there be a surplus, such surplus shall be refunded to the First Party. In case of failure or inability on the part of said Trustee to execute the trust herein confided, the Second Party, its assigns or legal representatives can at any time appoint a Trustee to act in his stead.

Witness our signatures this the date written above.

[Signature]      Richard A. Dixon  
[Signature]      Virginia D. Dixon  
Grantors

STATE OF TENNESSEE )  
COUNTY OF SHELBY )

Personally appeared before me, the undersigned authority of said County and State, the within named Richard A. Dixon and wife, Virginia D. Dixon, 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 21<sup>st</sup> day of August, 19 75.

[Signature]  
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. 28 day of August, 1975, and that the same has been recorded in Book 189 Page 662 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 29 day of August, 1975.

Fees \$ 2.50 pd.

SEAL [Signature] CLERK

Paid, Satisfied and Cancelled  
This 22nd day of April 1982  
DeSoto Title Co., Inc. Trustee  
*George A. Wynne*  
President  
Attest:  
*H. P. Ferguson*  
Chancery Clerk  
By *D. W. P. Cain, D.C.*

### DEED OF TRUST

This indenture made this 15th day of August, 19 75, between  
Charles Roberson and wife, Virginia Roberson  
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 \$ 8,416.00,  
evidenced by one promissory note of even date due and repayable in 84 equal monthly installments  
of \$ 100.20, ~~and one installment of \$ xxxxxxxxxxxx~~, the first installment due the 1st day of  
October, 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 352 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 Boyer* \_\_\_\_\_  
*Charles Roberson* \_\_\_\_\_  
*Virginia Roberson* \_\_\_\_\_  
Grantors

STATE OF TENNESSEE )  
COUNTY OF SHELBY )

Personally appeared before me, the undersigned authority of said County and State, the within  
named Charles Roberson and wife, Virginia Roberson, 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 15th day of August, 19 75.

*Gene H. Zachary*  
Notary Public

My commission expires:  
My Commission Expires July 26, 1976



STATE OF MISSISSIPPI, DESOTO COUNTY  
I certify that the within instrument was filed for record at 1 o'clock  
30 minutes P. M. 28 day of August 1975, and that the same has been  
recorded in Book 189 Page 663 records of REAL ESTATE TRUST DEEDS  
of said County.  
Witness my hand and seal this the 29 day of August 1975.

Fees \$ 2.50 pd.

SEAL *H. P. Ferguson* CLERK

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST

Class C

STATE OF MISSISSIPPI, }  
DeSoto County. ss.

KNOW ALL MEN BY THESE PRESENTS: That First National Bank of Southaven  
of DeSoto the beneficiary, does hereby certify that a certain trust deed  
bearing date the 18th day of July 19 72, made and executed by Mullins Doles & wife  
Jean Lucille Doles 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. 145 on page 467  
of the Record of Trust Deeds, on the 25th day of July, A. D. 19 72, is now fully paid  
and satisfied; and I do hereby authorize the Clerk of the Chancery Court of said DeSoto  
County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of  
said County also as provided by law.

First National Bank  
R.A. Taylor  
By: R. A. Taylor, Asst. Vice President

STATE OF MISSISSIPPI, }  
DeSoto County. ss.

Personally came and appeared before me, the undersigned authority Richard A. Taylor  
in and for County and State aforesaid R. A. 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 27th day of August, A. D. 19 75

Bennie J. Ingram  
5/7/77 My Commission Expires May 7, 1977



LAWRENCE-GREENWOOD 17244

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock  
30 minutes A M. 28 day of August 1975, and that the same has been  
recorded in Book 189 Page 664 records of REAL ESTATE TRUST DEEDS  
of said County.

Witness my hand and seal this the 29 day of August 1975.

Fees \$ 2.50 pd.

SEAL H. P. Ferguson CLERK



CANCELLED BY AUTHORITY RECORDED IN BOOK  
289 PAGE 661  
THIS 18 DAY OF Nov. 1982  
H. S. 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 20 th day of August 1975

by and between  
Henry L. Glover  
&  
Katherine L. Glover

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-  
issippi, to wit;

914 Hillcrest Circle in Hornlake, Miss, Desoto County, Miss.  
914 Hillcrest Circle, Horn Lake, Miss as being;  
Lot 42 Section A Desoto V illage Subdivision on Section 34 Township 1  
South, Range 8 Westas shown by the plat recorded in Plat Book 7 Pages  
9-14 in the office of the Chancery Clerk of said County.

BEGINING: at a point in the north line of Hillcrest Circle at the Southeast  
corner of Lot 41 of said subdivision; thence east along the north line of  
Hillcrest Circle 65 feet to a point at the southwest corner of lot 43 of said  
subdivision; thence north 211 .38 feet to a point at the northwest corner of  
said Lot 43; thence west 65 feet to a point at the northwest corner of said  
Lot 41; rhence south 211.78 feet to the point of begining.

TO HAVE AND TO HOLD, the storedescribed real estate, together with all the hereditaments and apputtenances 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 afore-  
described 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 Five Rhousand dollars \*\*\*\*\* (\$5,000.00) Dollars,  
evidenced by

Said Company is making a Criminal Bond for  
Ray Leon Henderson, who is charged with the offenses  
of Assault to Murder 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 \$ 5,000.00  
It is further agreed that if and when defendant  
Ray Leon Henderson 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  
August 20, 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 there-  
of. 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

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 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.

*Henry L. Glover*  
*Katherine L. Glover*

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 \_\_\_\_\_ day of \_\_\_\_\_, 1975, before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared Henry L. & Katherine L. Glover to me known to be the person described in and who executed the foregoing instrument, and acknowledged that to be 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: \_\_\_\_\_

*J. H. Ferguson*  
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at \_\_\_\_\_ o'clock \_\_\_\_\_ minutes \_\_\_\_\_ A. M. \_\_\_\_\_ day of \_\_\_\_\_, 1975, and that the same has been recorded in Book \_\_\_\_\_ Page \_\_\_\_\_ records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the \_\_\_\_\_ day of \_\_\_\_\_, 1975.

Fees \$ 3.50 pd.

SEAL *H. P. Ferguson* CLERK

Ted M. Winestone, Attorney  
5521 Murray Avenue  
Memphis, Tennessee 38117

This Instrument prepared by and is returnable to:

### DEED OF TRUST

FOR VALUE RECEIVED, the undersigned DOUGLAS F. WAGNON and MELBA D. JOHNS

hereinafter designated "Grantor," conveys and warrants to TED M. WINESTONE

as Trustee, the following described property, located in DeSoto

County, Mississippi, to-wit:

LOT 404, SECTION "B", DE SOTO VILLAGE SUBDIVISION in Section 34, Township 1 South, Range 8 West, as per plat of record in Plat Book 8, Pages 16-21, in the Office of the Chancery Clerk of DeSoto County, Mississippi. It being the same property conveyed to the Grantor herein by warranty deed of even date herewith executed by Hunter D. Ryan, Jr.

This is the first lien on the above-described property except for a first mortgage lien to National Mortgage Company, Memphis, Tennessee

#### 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 ~~MR~~ HUNTER D. RYAN, JR.

~~His~~ successor or assigns, hereinafter designated as the Beneficiary, due and payable to said Beneficiary as follows:

(\$ 3,000.00 ) THREE THOUSAND AND NO/100 Dollars due March 1, 1978.

bearing interest at the rate of 6 percent per annum from MATURITY 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 instalment 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 22nd day of August, 1975.

Douglas F. Wagon  
 Douglas F. Wagon  
Melba D. Johns  
 Melba D. Johns

STATE OF TENNESSEE )  
 COUNTY OF SHELBY )

Personally appeared before me, the undersigned authority in and for said County and State, the within-named Douglas F. Wagon and Melba D. Johns

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 22nd day of August, 1975.

Ted M. Winestone  
 Ted M. Winestone Notary Public  
 My Commission Expires 9-25-77

STATE OF MISSISSIPPI  
 COUNTY OF \_\_\_\_\_

PERSONALLY appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named \_\_\_\_\_

who acknowledged that he is the \_\_\_\_\_ of \_\_\_\_\_ a corporation and that for and on behalf of said corporation and as its act and deed, he signed, sealed and delivered the above and foregoing instrument of writing on the day and year therein mentioned, his having been first duly authorized so to do.

Given under my hand and official seal, this the \_\_\_\_\_ day of \_\_\_\_\_

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My Commission Expires: \_\_\_\_\_ NOTARY PUBLIC

*5521  
 1421  
 30119*

STATE OF MISSISSIPPI, DESOTO COUNTY  
 I certify that the within instrument was filed for record at 10 o'clock 30 minutes A M. 28 day of August, 1975, and that the same has been recorded in Book 189 Page 667 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 29 day of August, 1975.

Fees \$ 3.50 pd.

SEAL H. P. Ferguson, CLERK

CANCELLED BY AUTHORITY, RECORDED IN BOOK  
491 PAGE 13  
THIS 17th DAY OF Nov. 19 89  
W. C. Davis  
Chancery Clerk  
L. D. Taylor, S.C.

### DEED OF TRUST

THIS DEED OF TRUST is made this August 26 day of 19 75, among the Grantor, LESTER E. CHILDERS and wife, BILLIE JEAN CHILDERS 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.  
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 385, Section B, of Greenbrook Subdivision in the City of Southaven, according to the plat of said subdivision recorded in Plat Book 8, at Page 50, in the Chancery Clerk's office at Hernando, Mississippi.

TOGETHER with all the improvements, now or hereafter erected on the property, and all easements, rights, appurtenances, rents (subject however to the rights and authorities given herein to Lender to collect and apply such rents), royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Deed of Trust; and all of the foregoing, together with said property (or the leasehold estate in the event this Deed of Trust is on a leasehold) are herein referred to as the "Property".

To SECURE to Lender (a) the repayment of the indebtedness evidenced by Borrower's note of even date herewith (herein "Note"), in the principal sum of Twenty-Three Thousand Seven Hundred Dollars, with interest thereon, providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on September 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.

Lester E Childers  
Lester E. Childers —Borrower

Billie Jean Childers  
Billie Jean Childers —Borrower

5757 Rustwood Drive

Southaven, Mississippi 39205  
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 Lester E. Childers and wife, Billie Jean Childers 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 26 day of August, A.D., 19 76.

My Commission expires:

8-10-79

Yeaw C. Peindexter  
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. 28

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 30 minutes A. M. 28 day of August 1975, and that the same has been recorded in Book 187 Page 669 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 29 day of August 1975.

Fees \$ 5.00 pd.

SEAL

H. P. Ferguson, CLERK



RELEASE DEED

WHEREAS, by a certain trust deed dated the 30th day of August, 1970, DeSoto County, Mississippi and recorded in Book 119, page 576, in the Register's Office of ~~DeSoto County, Mississippi~~

BRYSON M. LaBARREARE et ux, MARY LEOLA LaBARREARE,

conveyed to James A. Lawrence, as Trustee, the real estate in said trust deed described, for the purpose of securing the payment of an indebtedness evidenced by notes fully described in said 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;

NOW, THEREFORE, in consideration of the premises the undersigned, G.N.B. Employees Federal Credit Union, as the 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 BRYSON M. LaBARREARE et ux, MARY LEOLA LaBARREARE, their heirs and assigns all their right, title, and interest in and to the real estate described in said trust deed, to which reference is made for a particular description of said property.

The undersigned, G.N.B. Employees Federal Credit Union covenants with the Mary Leola LaBarreare said BRYSON M. LaBARREARE et ux, that they are 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 G.N.B. Employees Federal Credit Union 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 27 day of August, 1975. G.N.B. EMPLOYEES FEDERAL CREDIT UNION BY: Amie L. Tutor (Treas.)

STATE OF TENNESSEE }  
County of Shelby }

On this 27 day of August, 1975, before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared Amie Tutor to me known to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed.



WITNESS my hand and Notarial Seal at office the day and year above written. Benton M. McMillan Notary Public  
My Commission Expires July 12, 1977  
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 Chmie Lister with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the \_\_\_\_\_ President of the G.N.B. EMPLOYEES FEDERAL CREDIT UNION, the within named bargainer, a corporation, and that he as such \_\_\_\_\_ President being authorized so to do, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by himself as \_\_\_\_\_ President.



WITNESS my hand and seal at office in Memphis, this 22 day of August, 19 75

Robert M. Williams  
Notary Public

My commission expires \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, Expires July 12, 1977.

Compliments of  
**WALCO**  
**Memphis Title Company**  
100 NORTH MAIN BUILDING - PHONE 525-4343  
P. O. BOX 73 - MEMPHIS, TENNESSEE - 38103

**Release Deed**

G.N.B. EMPLOYEES FEDERAL CREDIT UNION

TO

DRYSON M. LABARRERE et ux,  
MARY LEOLA LABARRERE

STATE OF TENNESSEE, MISSISSIPPI  
SEVEN COUNTY, OF DESOTO

Filed and registration

Aug 28 1975 at 10:30 o'clock

4 A.M. and noted in Note Book No. \_\_\_\_\_ Page \_\_\_\_\_

and was recorded \_\_\_\_\_ 19 \_\_\_\_\_ in Record

Book No. \_\_\_\_\_ Page \_\_\_\_\_ Fee \$ \_\_\_\_\_ paid

Register \_\_\_\_\_

By \_\_\_\_\_ D.R.

MTC form 0012 3.00

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 30 minutes A M. 28 day of August 1975, and that the same has been recorded in Book 189 Page 673 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 29 day of August 1975.

Fees \$ 3.00 pd.

SEAL H. P. Ferguson CLERK

Void

RELEASE DEED

WHEREAS, by a certain trust deed dated the 30th day of August, 1970, DeSoto County, Mississippi and recorded in Book 119, page 576, in the Register's Office of Shelby County, Tennessee;

BRYSON M. LaBARREARE et ux, MARY LEOLA LaBARREARE,

conveyed to James A. Lawrence, as Trustee, the real estate in said trust deed described, for the purpose of securing the payment of an indebtedness evidenced by notes fully described in said 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;

NOW, THEREFORE, in consideration of the premises the undersigned, G.N.B. Employees

Federal Credit Union, as the 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 BRYSON M. LaBARREARE et ux, MARY LEOLA LaBARREARE

their heirs and assigns all their right, title, and interest in and to the real estate described in said trust deed, to which reference is made for a particular description of said property.

The undersigned, G.N.B. Employees Federal Credit Union covenants with the said BRYSON M. LaBARREARE et ux, Mary Leola LaBarreare that they are 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 G.N.B. Employees Federal Credit Union

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 August, 1975.

G.N.B. EMPLOYEES FEDERAL CREDIT UNION

BY: Donie L. Lutes (Pres.)

STATE OF TENNESSEE } County of Shelby }

On this 22 day of August, 1975, 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 she executed the same as her free act and deed.

WITNESS my hand and Notarial Seal at office the day and year above written.



Donie L. Lutes Notary Public

My commission expires day of July 12, 1977, 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 Orin Tolson with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the President of the G.N.B. EMPLOYEES FEDERAL CREDIT UNION, the within named bargainer, a corporation, and that he as such President being authorized so to do, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by himself as President.



WITNESS my hand and seal at office in \_\_\_\_\_, this 27 day of August, 19 75

Arthur M. Morrison  
Notary Public

My commission expires \_\_\_\_\_ day of \_\_\_\_\_ My Commission Expires July 12, 1977, 19 \_\_\_\_\_

Compliments of  
**MTCO**  
**Memphis Title Company**  
100 NORTH MAIN BUILDING - PHONE 523-4343  
P. O. BOX 73 - MEMPHIS, TENNESSEE - 38103

**Release Deed**

G.N.B. EMPLOYEES FEDERAL CREDIT UNION

TO

BRYSON M. LABAREARE et ux,  
MARY LEOLA LABAREARE

STATE OF KENTUCKY, MISSISSIPPI  
SEMAKY COUNTY, OF DESOTO

Filed and registration

Aug. 28 1975 at 10:30 o'clock

A. M., and noted in Note Book No. \_\_\_\_\_ Page \_\_\_\_\_

and was recorded \_\_\_\_\_ 19 \_\_\_\_\_ In Record

Book No. \_\_\_\_\_ Page \_\_\_\_\_ Fee \$ \_\_\_\_\_ paid

Register, \_\_\_\_\_

By \_\_\_\_\_ D.R. \_\_\_\_\_

MTC form 0012 Bill 3.00

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 30 minutes A M. 28 day of August 1975, and that the same has been recorded in Book 189 Page 675 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 29 day of August 1975.

Fees \$ 3.00 pd.

SEAL H. P. Ferguson CLERK

*Lois*

### RELEASE DEED

WHEREAS, by a certain trust deed dated the 30th day of August, 1970,  
DeSoto County, Mississippi  
and recorded in Book 119, page 576, in the Register's Office of ~~Shelby County, Tennessee~~

BRYSON M. LaBARREARE et ux, MARY LEOLA LaBARREARE,  
conveyed to James A. Lawrence, as Trustee, the real  
estate in said trust deed described, for the purpose of securing the payment of an indebtedness evidenced  
by notes fully described in said 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;

NOW, THEREFORE, in consideration of the premises the undersigned, G.N.B. Employees  
Federal Credit Union, as the 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 the said BRYSON M.  
LaBARREARE et ux, MARY LEOLA LaBARREARE  
their heirs and assigns all their right,  
title, and interest in and to the real estate described in said trust deed, to which reference is made for a  
particular description of said property.

The undersigned, G.N.B. Employees Federal Credit Union covenants with the  
Mary Leola LaBarreare  
said BRYSON M. LaBARREARE et ux, that they are the legal owner~~s~~ and  
holder~~s~~ of the notes described in and secured by said trust deed, and that they have the lawful right  
to release and discharge the lien thereof.

IN WITNESS WHEREOF the said G.N.B. Employees Federal Credit Union  
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 \_\_\_\_\_ day of August, 1975.  
G.N.B. EMPLOYEES FEDERAL CREDIT UNION  
BY: Annice L. Jutan (Pres.)

STATE OF TENNESSEE }  
County of Shelby }

On this 22 day of August, 1975, before me, a Notary Public in and for  
said State and County, duly commissioned and qualified, personally appeared  
Annice Jutan to me known to be the person  
described in and who executed the foregoing instrument, and acknowledged that she 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 July 12, 1977  
day of \_\_\_\_\_, 19\_\_\_\_

Ruston M. Williams  
Notary Public

STATE OF TENNESSEE }  
County of Shelby }

Before me, a Notary Public in and for said State and County duly commissioned and qualified, personally appeared Chris Fular with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the \_\_\_\_\_ President of the G.N.B. EMPLOYEES FEDERAL CREDIT UNION, the within named bargainor, a corporation, and that he as such \_\_\_\_\_ President being authorized so to do, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by himself as \_\_\_\_\_ President.



WITNESS my hand and seal at office in Memphis, this 22 day of August, 19 75.

Robert M. Williams  
Notary Public

My commission expires \_\_\_\_\_ day of \_\_\_\_\_ My Commission Expires July 12, 1977, 19 \_\_\_\_\_

Compliments of  
**MTCO**  
**Memphis Title Company**  
100 NORTH MAIN BUILDING • PHONE 525-4343  
P. O. BOX 73 • MEMPHIS, TENNESSEE • 38102

**Release Deed**

G.N.B. EMPLOYEES FEDERAL CREDIT UNION

TO

BRYSON M. LABARREARE et ux,  
MARY LEOLA LABARREARE

STATE OF TENNESSEE } MISSISSIPPI  
SHADLEY COUNTY, OF } DESOTO

Filed and registration

Aug. 28 19 75 at 10:30 o'clock

A.M., and noted in Note Book No. \_\_\_\_\_ Page \_\_\_\_\_  
and was recorded \_\_\_\_\_ 19 \_\_\_\_\_ in Record

Book No. \_\_\_\_\_ Page \_\_\_\_\_ Fee \$ \_\_\_\_\_ paid

Register.

By \_\_\_\_\_ D.R.

MTC form 0012 BU 20

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 30 minutes A.M. 28 day of August, 1975, and that the same has been recorded in Book 189 Page 477 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 29 day of August, 1975.

Fees \$ 3.00 pd.

SEAL H. P. Ferguson, CLERK

~~Not~~ Satisfied and Cancelled

This 11 day of May 1979

*The Hernando Bank*  
*by R.P. [unclear]*

Attest

*H. H. [unclear]*  
Chancery Clerk *D. W. [unclear] D.C.*

Mississippi Bankers Association  
Form No. 1  
(Revised Dec. 1966)  
LAND

### DEED OF TRUST LAND

THIS INDENTURE, this day made and entered into between

CHARLES FLYNN and wife, ESTHER FLYNN; LEROY HARRISON and wife, LILLIAN HARRISON; and GLENDA R. HARRISON,

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 SIXTEEN THOUSAND SIX HUNDRED EIGHTY-THREE AND 60/100-----DOLLARS (\$ 16,683.60 ) evidenced by one promissory note of even date herewith in favor of the beneficiary, bearing interest at the rate of ~~XX~~ *set forth in said Promissory Note*, providing for the payment of attorney's fees in case of default and being due

and payable as follows, to-wit: in sixty (60) monthly installments of principal and interest in the amount of TWO HUNDRED SEVENTY-EIGHT AND 06/100 DOLLARS (\$278.06) each, with the first of said monthly installments of principal and interest due and payable on or before September 26, 1975, and one (1) of said monthly installments of principal and interest due and payable on or before the same 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, in Section Thirty-Two (32), Township Three (3), Range Seven (7) West,

State of Mississippi, and more particularly described as follows, to-wit:  
16.76 acres situated in the Northwest Quarter of Section Thirty-Two (32), Township Three (3), Range Seven (7) West, lying West of Interstate Highway No. 55, and being more particularly described by metes and bounds as follows:

BEGINNING at the Northwest corner of said Section 32; thence North 86° 38' East along the North line of said Section, 1371.7 feet to a point in the West right of way of said Highway No. 55; thence South 10° 31' East along said Highway right of way, 523.8 feet to a point at the Northeast corner of the Cathey Brownlee tract of land; thence South 86° 38' West and along the North line of the Cathey Brownlee, Mary Thomas, Lelia Balfour, Moses Brownlee, and Ezell Brownlee tracts of land, a total distance of 1436.3 feet to a point in the West line of said Quarter Section; thence North 3°

(\* continued)

(\* continued)

26' East along said West line, 520 feet to the point of beginning, and containing 16.76 acres, more or less.

Said lands are known as Tract No. 8, as shown on the Survey and Subdivision Plat of the Sam Brownlee estate lands, as prepared by J. E. Lauderdale, C. E., in August, 1971, and of record in Plat Book 9, Page 24 in the Chancery Court Clerk's Office, DeSoto County, Mississippi, and to which plat full reference is now made.

Together with all the hereditaments and appurtenances thereunto appertaining, as far as they may now or hereafter, during the term of this deed of trust, belong to or be used in connection with the occupancy of any building on the said land, or that may be hereafter erected thereon, all heating and ventilating apparatus, gas, electric light and other fixtures, whether attached to said premises or detached therefrom.

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary herein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment of interest as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other covenant herein contained, then and in that event the entire principal sum secured hereby with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, or the owner or holder of said note or notes, be and become at once due and payable, and the trustee herein named, or his successor or successors, shall, at the request of the beneficiary, or at the request of any owner or holder of the note or notes secured hereby, sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid. Such sale shall be made by giving notice of the time, place and terms of sale as required by Section 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 a reliable insurance company, or companies, as may be acceptable to the beneficiary, for the maximum amount of insurance obtainable, or in such amount as may be approved by beneficiary, and all policies covering the same shall contain the proper loss payable clause, making all losses, if any, payable to the beneficiary, his successors or assigns, and shall be delivered to the beneficiary herein, or to the owner or holder of the notes secured hereby as additional security. In case of loss and payment by any insurance company, the amount of insurance money so paid shall be applied either on the indebtedness secured hereby, or in rebuilding or restoring the damaged building, or buildings, or it may be released to the grantor, as the beneficiary may elect. In the event of loss the grantor shall immediately give notice by mail to the beneficiary who may make proof of loss if same be not promptly made by the grantor. Each insurance company involved is hereby authorized, empowered and directed to make payment for any loss directly to the beneficiary instead of to the grantor and the beneficiary jointly.

Third. The grantor will pay all taxes and assessments, general or special, which may be assessed against the said land, premises or property, or upon the interest of the trustee or the beneficiary therein, or upon this deed of trust, or the indebtedness secured hereby, without regard to any law heretofore enacted or that may hereafter be enacted imposing payment of the whole or any part thereof upon either the trustee or beneficiary, and further will furnish annually to the beneficiary certificates or receipts of the proper officer showing full payment of all such taxes and assessments.

Fourth. That the rents, issues and profits of all and every part of the property here conveyed are specifically pledged to the payment of the indebtedness hereby secured, and all obligations which may accrue under the terms of this instrument. Upon the maturity of the indebtedness hereby secured, either by lapse of time or by reason of any default as herein provided, or if at any time it becomes necessary to protect the lien of this conveyance, the beneficiary, or any owner, or holder of the notes secured hereby, shall have the right to forthwith enter into and upon the property hereinbefore described and take possession thereof, and collect and apply the rents, issues and profits thereon upon the indebtedness secured hereby, or may, if it is so desired, have a receiver appointed by any court of competent jurisdiction to collect and impound the said rents, issues and profits and after paying the expense of such receivership apply the balance thereof to the payment of any indebtedness secured hereby.

Fifth. The failure on the part of the grantor to keep and perform each, any, and all of the covenants and stipulations of this deed of trust, or the passage by the State of Mississippi of any law imposing payment of the whole or any portion of any of the taxes aforesaid upon the trustee or the beneficiary, or upon the rendering by any court of competent jurisdiction of a decision that the stipulation or provision herein covering the payment of taxes or assessments is legally inoperative, shall give to the trustee 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 from the date of the maturity of the interest installment which may become due under the terms of this instrument next after such additional items of expense are made or incurred. In case the beneficiary or the owner or holder of said secured notes elects to advance insurance premium and/or taxes, the receipt of an agent of the insurance company or companies in which said insurance is placed shall, with respect to such insurance premiums, be conclusive evidence as between the parties to this conveyance of the amount and fact of payment thereof; and the receipt of the proper public official, shall with respect to the taxes and assessments, aforesaid, be conclusive as between the parties to this conveyance of the amount and validity of said taxes or assessments and of the fact of the payment thereof.

Sixth. The beneficiary, or any owner or holder of the note secured hereby, may at pleasure, without giving formal notice to the original or any successor trustee, or to the grantor herein, and without regard to the willingness or inability of any such trustee to act, or to execute this trust, appoint another person or succession of persons to act as trustee herein, and such appointee or substitute shall have all the powers in the execution of this trust as are vested in the trustee herein named. If the beneficiary, or the owner or holder of the note secured hereby, be a corporation, such appointment may be made by its president, vice-president, assistant vice-president, secretary or treasurer.

Seventh. In case of foreclosure and sale of the property covered hereby, the beneficiary, or any owner or holder of the notes secured hereby, shall have the same right to purchase at said sale as if a stranger to this instrument.

Eighth. Grantor covenants that the premises and property covered hereby will at all times be used in a good and husbandlike manner, for lawful purposes only, and that waste will not be committed or suffered to be committed thereon.

Ninth. Whenever in this deed of trust the context so requires, the singular number shall include the plural, and the plural the singular; holder of the note or notes shall be deemed to refer to and include the owner of the debt, and the word beneficiary shall at any and all times include and mean the then holder of the note or notes secured hereby.

IN TESTIMONY WHEREOF, witness the signature of the grantor this the 27th day of August, 1975.

*Leroy Harrison*  
\_\_\_\_\_  
LEROY HARRISON

*Charles Flynn*  
\_\_\_\_\_  
CHARLES FLYNN

*Lillian Harrison*  
\_\_\_\_\_  
LILLIAN HARRISON

*Esther Flynn*  
\_\_\_\_\_  
ESTHER FLYNN

*Glenda R. Harrison*  
\_\_\_\_\_  
GLENDA R. HARRISON

STATE OF MISSISSIPPI,  
COUNTY OF DESOTO

This day personally appeared before me, the undersigned authority, in and for the State and County aforesaid, the within named CHARLES FLYNN and wife, ESTHER FLYNN; LEROY HARRISON and wife, LILLIAN HARRISON; and GLENDA R. HARRISON, who severally acknowledged that they

signed and delivered the above and foregoing deed of trust on the day and year therein mentioned.

Given under my hand and official seal, this the 27th day of August, 1975.

My Commission Expires:

My Commission Expires May 8, 1978

*Ernie McLenore*  
\_\_\_\_\_  
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. 28 day of August 1975, and that the same has been recorded in Book 189 Page 679 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 29 day of August 1975.

Fees \$ 5.00 pd.

*L. D. Ferguson*

Mississippi -ASSIGNMENT OF DEED OF TRUST

FOR VALUE RECEIVED, the undersigned, JAMES E. MCGEHEE & COMPANY, INC., a corporation of Memphis, Shelby County, Tennessee, hereby assigns and transfers and sets over unto GOVERNMENT NATIONAL MORTGAGE ASSOCIATION, all its right, title and interest in and to that certain Deed of Trust made to said JAMES E. MCGEHEE & COMPANY, INC., by Bobby Chancery & wife, Debbie V. Chancery, dated the 8th day of July, 1975, and recorded under Register No. Book # 187 Page # 553 in the Register's Office of DESOTO County, Mississippi, together with the note, debt, and claim secured by said Deed of Trust, in the sum of THIRTY THOUSAND, THREE HUNDRED AND NO/100 DOLLARS (\$ 30,300.00 ) and all moneys due or to become due thereunder with the interest thereon.

SIGNED at Memphis, Tennessee, this 27th day of August, 1975.

JAMES E. MCGEHEE & COMPANY, INC.  
BY Harold V. Crase  
Vice-President

ATTEST  
Marge Jobe  
Assistant Secretary

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 HAROLD V. CRASE and MARGE JOBE, with whom I am personally acquainted, and who upon oath acknowledged themselves to be, respectively the Vice-President, and the Assistant Secretary of JAMES E. MCGEHEE & COMPANY, INC., the assignor, a corporation; and that they, as such Vice-President and Assistant Secretary, being authorized so to do, executed and delivered the foregoing instrument for the purposes therein contained, by the said HAROLD V. CRASE subscribing thereto to the name of the corporation, by himself as such Vice-President, and by the said MARGE JOBE 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 27th day of August, 1975.



Jean Young  
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY  
I certify that the within instrument was filed for record at 10 o'clock 30 minutes A.M. 28 day of August 1975, and that the same has been recorded in Book 189 Page 682, records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 29 day of August 1975.  
Fees \$ 2.50 pd.

SEAL H. P. Ferguson, CLERK

MISSISSIPPI -ASSIGNMENT OF DEED OF TRUST

FOR VALUE RECEIVED, the undersigned, JAMES E. MCGEHEE & COMPANY, INC., a corporation of Memphis, Shelby County, Tennessee, hereby assigns and transfers and sets over unto GOVERNMENT NATIONAL MORTGAGE ASSOCIATION, all its right, title and interest in and to that certain Deed of Trust made to said JAMES E. MCGEHEE & COMPANY, INC., by James N. Burns, Jr. & wife, Tommie M. Burns, dated the 25th day of June, 1975, and recorded under Register No. Book # 187 Page # 387 in the Registrar's Office of DESOTO County, MISSISSIPPI, together with the note, debt, and claim secured by said Deed of Trust, in the sum of THIRTY THOUSAND EIGHT HUNDRED AND no/100 (\$30,800.00) DOLLARS and all moneys due or to become due thereunder with the interest thereon.

SIGNED at Memphis, Tennessee, this 27th day of August, 1975.

JAMES E. MCGEHEE & COMPANY, INC.

BY Harold V. Crase Vice-President

ATTEST

Marge Jobe  
Assistant Secretary

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 HAROLD V. CRASE and MARGE JOBE, with whom I am personally acquainted, and who upon oath acknowledged themselves to be, respectively the Vice-President, and the Assistant Secretary of JAMES E. MCGEHEE & COMPANY, INC., the assignor, a corporation; and that they, as such Vice-President and Assistant Secretary, being authorized so to do, executed and delivered the foregoing instrument for the purposes therein contained, by the said HAROLD V. CRASE subscribing thereto to the name of the corporation, by himself as such Vice-President, and by the said MARGE JOBE 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 27th day of August, 1975.



Jean Young  
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 30 minutes A.M. 28 day of August, 1975, and that the same has been recorded in Book 189 Page 683 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 29 day of August, 1975.

Fees \$ 2.50 pd.

SEAL H. P. Ferguson CLERK

FOR REAL ESTATE, CHATTEL OR BOTH

Thurman Everhart, et ux

To { DEED OF TRUST

The Hernando Bank

THIS INDENTURE, Made this 22nd day of August 1975 between Thurman Everhart and wife, Myrtle Everhart

and The Hernando Bank of the first part, of the second part,

WITNESSETH, That whereas, said part ies of the first part, being indebted to the said part Y of the second part in the sum of One Thousand Two Hundred Eighty-Five Dollars & 56/100 (\$1,285.56) evidenced by a promissory note of even date, bearing 10% interest from maturity, due and repayable in 12 equal monthly installments of \$107.13 each, first of said installments shall be due September 15, 1975 and one installment due each succeeding month thereafter until paid in full

and may further amount that the party of the second part may furnish the party of the first part during the year 1975... not to exceed... payment of the same when due. Therefore, in consideration of the premises, and of the sum of One Dollar to the part ies of the first part paid by George S. McIngvale Trustee, the part ies of the first part have this day granted, bargained, and sold to the said Trustee the following described property, located in the County of DeSoto, and state of Mississippi, viz: All of the agricultural products of every kind that... on the land that...

Lot 20, Section B Lake of the Hills Subdivision as shown on recorded plat thereof recorded in Plat Book 2, Pages 35-36 in the office of the Chancery Clerk of DeSoto County, Mississippi, to which recorded plat reference is made for a more particular description. Said lot being situated in Section 19, Township 3, Range 9.

A failure to pay said installments when due shall operate to cause the entire unpaid indebtedness to become immediately due and payable at the option of the owner and holder of said note. Makers of said note shall have the right to pay all or any part of the said indebtedness before maturity without penalty.

Should the Trustee at any time believe said property, or any part thereof, endangered as a security for said debt... he may then forthwith take possession of said property and sell the same as herein below directed. Should the part ies of the first part promptly pay the above stated indebtedness on or before the maturity date thereof... then this instrument to be void, but in default thereof the said Trustee shall take possession of said property, and after giving notice of the time, place and terms of sale, by advertisement according to law in DeSoto County, shall sell the same at public auction, to the highest bidder for cash, at such time and place as he shall designate in said advertisement. The proceeds of said sale shall be applied to the payment of said indebtedness and all costs incurred herein, and if there be a surplus, such surplus shall be refunded to the part ies of the first part. In case of failure or inability on the part of said Trustee to execute the trust herein conferred, the part Y of the second part, its assigns or legal representatives, can at any time appoint a Trustee to act in his stead.

Witness OUR signature the date written above.

Witness

Thurman Everhart Myrtle W. Everhart

STATE OF MISSISSIPPI, DESOTO COUNTY

Personally appeared before me the undersigned authority Thurman Everhart and wife, Myrtle Everhart of said County, the within named

who acknowledged that they signed and delivered the foregoing Deed of Trust on the day and year therein mentioned.

Witness my hand and official seal, this 22nd day of August 1975

My Commission Expires:

(SEAL)

Notary Public

Clerk

D. C.

STATE OF MISSISSIPPI, DESOTO COUNTY

Before me, one of said County, this day personally appeared the above named one of the subscribing witnesses to the foregoing Deed of Trust, who, being first duly sworn,

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 30 minutes A.M. 28 day of August 1975, and that the same has been recorded in Book 189 Page 684 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 29 day of August 1975.

Fees \$2.50 pd.

SEAL H. P. Ferguson, CLERK

FILED BY AUTHORITY RECORDED IN BOOK 189 PAGE 492 DAY OF Aug 19 76 H. P. Ferguson CHANCERY CLERK

ASSIGNMENT OF DEED OF TRUST

For value received, the undersigned Assignor, Government National Mortgage Association, a corporation organized and existing under the laws of the United States, does hereby grant, bargain, sell, convey, assign and deliver unto the Secretary of Housing and Urban Development, of Washington, D. C., his successors and assigns, that certain Deed of Trust executed by Edward O. Franklin and Hughes Construction Company, Inc., General Partners d/b/a South Park Gardens Apartments, A Limited Partnership to G. L. Oates Trustee for the use and benefit of Wortman & Mann, Inc., dated and recorded October 24, 1974 in Book 180, Page 621 in the office of the Chancery Clerk of DeSoto County, Mississippi, being assigned to Government National Mortgage Association by instrument dated and recorded October 24, 1974 in Book 180, Page 631 in the office of the aforesaid clerk;

together with the Note and each and every other obligation described in said Deed of Trust and the money due and to become due thereon;

To have and to hold unto the said Secretary of Housing and Urban Development; his successors and assigns forever;

Without recourse or warranty, except that the undersigned hereby warrants that no act or omission of the undersigned has impaired the validity and priority of the said Deed of Trust, that the said Deed of Trust is prior to all mechanics' and materialmen's liens filed of record subsequent to the recording of such Deed of Trust regardless of whether such liens attached prior to such recording date, and prior to all liens and encumbrances which may have attached or defects which may have arisen subsequent to the recording of such Deed of Trust except such liens or other matters as have been approved by the Assignee hereunder, that the sum of Two Million Three Hundred Nine Thousand Two Hundred and 00/100 Dollars (2,309,200.00), together with the interest from the first day of March, 19 75, at the rate of seven percent ( 7 % ) per annum, computed as provided in the said

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Note and Deed of Trust, is actually due and owing under said  
Note and Deed of Trust and that there are no offsets or  
counterclaims thereto, and that the undersigned has a good right to  
assign the said Note and Deed of Trust.

Witness the execution hereof this 21st day of August,  
1975, by the Government National Mortgage Association, through its  
duly authorized Attorney-in-Fact, whose appointment was published at  
39 F.R. 199, or 24 C.F.R. 300.11.

GOVERNMENT NATIONAL MORTGAGE ASSOCIATION

By: T. J. Swanson, Jr.  
T. J. Swanson, Jr., Attorney-in-Fact

STATE OF GEORGIA)  
  ) ss.  
COUNTY OF FULTON)

Personally appeared before me the undersigned authority in and  
for the jurisdiction aforesaid, T. J. Swanson, Jr.,  
who acknowledged that he is Attorney-in-Fact for Government National  
Mortgage Association and that, for and on behalf of said Corporation and  
as its act and deed, he signed and delivered the above and foregoing  
instrument on the day and year therein mentioned, being first duly  
authorized so to do by said Corporation.

WITNESS my signature and official seal of office this 21st  
day of August, 1975.

J. H. Davis  
Notary Public, Georgia At Large  
Notary Public, Georgia, State at Large  
My Commission Expires Aug. 8, 1978  
PUBLIC  
NOTARY  
STATE OF GEORGIA AT LARGE

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 8 o'clock  
45 minutes A. M., 29 day of Aug. 1975, and that the same has been  
recorded in Book 189 Page 685 records of REAL ESTATE TRUST DEEDS  
of said County.

Witness my hand and seal this the 29 day of August 1975.

Fees \$ 9.50 pd.

SEAL H. P. Ferguson CLERK