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

STATE OF MISSISSIPPI, DeSoto County. } ss.

KNOW ALL MEN BY THESE PRESENTS: That BANK OF MISSISSIPPI - Olive Branch Office, of Olive Branch, Mississippi, (Formerly: /BANK OF OLIVE BRANCH), the beneficiary, does hereby certify that a certain trust deed bearing date the 25th day of May 19 73, made and executed by WILLIAM EUGENE MANNING, SR. and wife, BETTY R. MANNING, 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. 160 on page 70 of the Record of Trust Deeds, on the 29th 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.

BANK OF MISSISSIPPI -OLIVE BRANCH OFFICE,
OLIVE BRANCH, MISSISSIPPI

By: Peggy Mitchell (Name) - Loan Clerk (Title)

STATE OF MISSISSIPPI, DeSoto County. } ss.

Personally came and appeared before me, the undersigned authority a Notary Public (Name) PEGGY MITCHELL, the (Title) Loan Clerk of /BANK OF MISSISSIPPI-Olive Branch Office,(Formerly: BANK OF OLIVE BRANCH), in and for County and State aforesaid, who acknowledged that he signed and delivered the above and foregoing instrument on the day and date for the purpose therein mentioned, as the act and deed of said bank, he being authorized so to do .

Given under my hand and seal of office this 16 day of September, A. D. 1975

(SEAL) NOTARY PUBLIC

My Commission Expires: Nov. 6 1976

LAWYERS-GARSWOOD 87644

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 9 o'clock 15 minutes A M. 18 day of Sept. 1975, and that the same has been recorded in Book 191 Page 1 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 19 day of Sept 1975.

Fees $ 2.50 pd.

SEAL H. L. Ferguson, CLERK

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P-7132/

F-1172

AUTHORITY TO CANCEL

TO THE CHANCERY CLERK OF Desoto COUNTY, MISSISSIPPI:

You are hereby authorized to cancel of record that certain Deed of Trust on land executed by Joseph C. Boucher & Pamela Boucher, his wife, to J. R. Hampton & J. R. Wilson Trustees, xxxxxxxxxxxxxxxxx -xxxxxxxxxxxxxxxx

CANCELLED BY AUTHORITY RECORDED IN BOOK
313 PAGE 370
THIS 21 DAY OF Aug 1986
H.D. Ferguson
CHANCERY CLERK

DEED OF TRUST

THIS DEED OF TRUST is made this ---8th--day of ------September----, 19 75 , among the Grantor, --Dennis Lynn Koen and wife, Emily Gail Koen---------- ----------(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 842, Section "D" Greenbrook Subdivision in Section 19, Township 1 South, Range 7 West, as per plat thereof recorded in plat book 9, pages 42-43 in the office of the Chancery Clerk of DeSoto County, Mississippi.

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

TO SECURE to Lender (a) the repayment of the indebtedness evidenced by Borrower's note of even date herewith (herein "Note"), in the principal sum of Thirty Thousand One Hundred Fifty Dollars, with interest thereon, providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on October 1, 2005---------- ; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Deed of Trust; and the performance of the covenants and agreements of Borrower herein contained; and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances").

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Dennis Lynn Koen
Dennis Lynn Koen —Borrower

Emily Gail Koen
Emily Gail Koen —Borrower

2662 Oaklawn Place

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 ---------Dennis Lynn Koen and wife, Emily Gail Koen---------- 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--8th-day of---September---- A.D., 19 75.

My Commission expires:
September 25, 1978

Notary Public

STATE OF MISSISSIPPI, DeSOTO COUNTY

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock 30 minutes A M. 12 day of Sept. 1975, and that the same has been recorded in Book 191 Page 3 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 19 day of Sept. 1975.
Fees $ 5.00 pd.
SEAL H. L. Ferguson, CLERK

P. O. BOX 241
SOUTHAVEN, MISSISSIPPI 38671

Clerk

Assignment of This instrument Recorded in
Real Est T/D Book
No. 335 page 240
This the 8 day of April 1985
W. D. Ferguson Clerk
D.S.

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

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DEED OF TRUST

THIS DEED OF TRUST is made this 17th day of SEPTEMBER, 1975, among the Grantor, THOMAS GARNER and wife, ETTA ELOISE GARNER, (herein "Borrower"), Joe M. Hudspeth, (herein "Trustee"), and the Beneficiary, NORTH MISSISSIPPI SAVINGS & LOAN ASSOCIATION, a corporation organized and existing under the laws of The State of Mississippi, whose address is Horn Lake, Mississippi, (herein "Lender").

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

Lying and being situated in Sections 4 & 5, Township 2 South, Range 7 West of the County of DeSoto, State of Mississippi, more particularly described as follows, to-wit:

Lot 5 of Bill LaRue's Tchulahoma Road Subdivision, in Sections 4 and 5, Township 2 South, Range 7 West, DeSoto County, Mississippi, as shown on the recorded plat of said subdivision in Plat Book 8, Page 44 in the Office of the Chancery Clerk of DeSoto County, Mississippi.

LESS AND EXCEPT: The East .31 acres of the above described lot 5 of Bill LaRue's Tchulahoma Road Subdivision in Section 4 and 5, Township 2 South, Range 7 West, DeSoto County, Mississippi; as shown on the survey plat of Thomas W. King, dated May 13, 1975; the property herein conveyed being further described as:

Beginning at the Northeast corner of Section 5, Township 2 South, Range 7 West, in DeSoto County, Mississippi; thence South 0° 19' 30" West along the East line of said Section 1352.95 feet to a point in the North line of said Subdivision; thence South 87° 36' 50" West along the North line of said Subdivision 3.27 feet to a point being the Northeast corner of said tract and being the point of beginning; thence South 87° 36' 50" West along the North line of said Subdivision a distance of 297.97 feet to a point in the East line of Tchulahoma Road; thence South 18° 00' West along the East line of Tchulahoma Road a distance of 147.50 feet to a point of curve; thence South and East on a curve to the left with a 25 foot radius 48.12 feet to a point of tangent in the North line of King Road; thence North 87° 36' 50" East along the North line of King Road a distance of 331.57 feet to a point; thence North 4° 16' 20" West a distance of 172.00 feet to the point of beginning. Containing 57,063.60 Square Feet or 1.31 acres, more or less, as shown by survey plat of Thomas W. King, dated June 25, 1975.

The right is reserved to prepay the outstanding principal balance at any time with a penalty of five (5%) percent 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 Two Thousand and No/100 - - Dollars, with interest thereon, providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on October 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.

MISSISSIPPI—FHLMC—12/71—1 to 4 Family

CANCELLED BY AUTHORITY RECORDED IN BOOK
758 PAGE 309
THIS 27 DAY April 19 95
W. E. Davis
CHANCERY CLERK
By: M. Taylor D.C.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Thomas Garner
THOMAS GARNER —Borrower

Etta Eloise Garner
ETTA ELOISE GARNER —Borrower

Route #1, Box 5

Southaven, MS 38671
Property Address

STATE OF MISSISSIPPI, DESOTO COUNTY ss:

Personally appeared before me, the undersigned authority in and for said County and State, the within named THOMAS GARNER and wife, ETTA ELOISE GARNER, who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and seal of office, on this the 18th day of SEPTEMBER, A.D., 19 75.

My Commission expires: Expires 3-1977

Notary Public

My Commission Expires April 3, 1979

DESOTO COUNTY, MISS. 155

STATE OF MISSISSIPPI, DeSOTO COUNTY
I certify that the within instrument was filed for record at 1 o'clock and 45 M., 19

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 1 o'clock
45 minutes P M. 19 day of Sept. 1975, and that the same has been recorded in Book 141 Page 7 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 19 day of Sept. 1975.
Fees $ 5.00 pd.
SEAL H. L. Ferguson, CLERK

APPOINTMENT OF SUBSTITUTED TRUSTEE

Under and by virtue of the authority vested in the undersigned Mortgagee, UNIFIRST FEDERAL SAVINGS AND LOAN ASSOCIATION (formerly First Federal Savings and Loan Association of Jackson, Jackson, Mississippi - name changed by amendment to corporate charter effective June 10, 1974), by that certain Deed of Trust hereinafter listed, the aforesaid Mortgagee, acting by and through its duly authorized officers, does hereby nominate and appoint John M. Weston as Substituted Trustee in the hereinafter listed Deed of Trust, with full power to act in the place and stead of the original Trustee therein named, to-wit:

1. Deed of Trust from Terry M. Loveless and wife, Sylvia A. Loveless, to Tom B. Scott, Jr., Trustee for Unifirst Federal Savings and Loan Association, dated October 7, 1974 and recorded in Book 180 at Page 347.
(Lot 13, Section A Revised, Churchwood Estates Subdivision, in Sec. 2, T2S, R8W, DeSoto County, Ms.)

The above listed Deed of Trust is on file and of record in the office of the Chancery Clerk of DeSoto County at Hernando, Mississippi.

WITNESS the signature and seal of UNIFIRST FEDERAL SAVINGS AND LOAN ASSOCIATION, hereto affixed, on this the 16th day of SEPTEMBER, A. D., 1975.

UNIFIRST FEDERAL SAVINGS AND LOAN ASSOCIATION

BY: _____
Larry F. Bradley, Vice-President

BY: _____
Tom Young, Assistant Vice-President

STATE OF MISSISSIPPI
COUNTY OF HINDS

This day personally appeared before me, the undersigned authority, in and for the jurisdiction aforesaid, Larry F. Bradley and Tom Young, who acknowledged to me that they are the Vice-President and Assistant Vice-President, respectively, of Unifirst Federal Savings and Loan Association, 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 of office, this the 16th day of SEPTEMBER, A. D., 1975.

_____
Notary Public

My Commission Expires: September 10, 1976

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 11 o'clock
NO minutes A M. 19 day of Sept. 1975, and that the same has been
recorded in Book 192 Page 11 records of REAL ESTATE TRUST DEEDS
of said County.
Witness my hand and seal this the 19 day of Sept, 1975.

Fees $2.50 pd.

SEAL H. P. Ferguson, CLERK

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Form 278

AUTHORITY TO CANCEL

To THE CHANCERY CLERK OF DeSoto COUNTY, MISSISSIPPI:

You are hereby authorized and requested to enter satisfaction of and cancel of record a certain Deed of Trust executed by Sandy R. Dobbins and wife, Ruth E. Dobbins to Tom B. Scott, Trustee, First Federal Savings & Loan Association, Beneficiary and recorded on page 337 of Book Number 170 of the Record of Deeds of Trust in your office.

This 17th day of September, 19 75

Guy P. Martin

Unifirst Federal Savings & Loan Assn.
Assistant Vice President, Guy P. Martin

STATE OF MISSISSIPPI,
HINDS County

Personally appeared before me, Eula May Jenkins

the undersigned authority in and for said county and state, the within named Guy P. Martin, Assistant Vice President

who acknowledged that he signed and delivered the foregoing instrument on the day and year therein mentioned, as an act and deed.

Given under my hand and official seal, at office, this 17th day of Sept. A. D. 19 75.

Eula May Jenkins Notary

, D. C.

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 11 o'clock
NO minutes A M. 19 day of Sept. 1975, and that the same has been
recorded in Book 191 Page 12 records of REAL ESTATE TRUST DEEDS
of said County.
Witness my hand and seal this the 19 day of Sept. 1975.

Fees $2.50 pd.

SEAL H. D. Ferguson, CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK 231 PAGE 125
THIS 20 DAY OF Sept. 19 78
H. D. Ferguson
CHANCERY CLERK

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DEED OF TRUST

THIS INDENTURE, made this 28 day of August, 1975 between C. G. Frye and wife, Imogene Frye

of the first part, and A. B. Green and wife, Theo M. Green of the second part.

WITNESSETH, That whereas said part ies of the first part, being indebted to the said party of the second part in the sum of THIRTY-FOUR THOUSAND SIX HUNDRED AND NO/100th---($34,600.00) evidenced by a promissory note of even date bearing 8% interest per annum, being due and payable in 15 annual installments of $2,306.66 each with the first of said installments being due on the 1st. day of October, 1976, plus interest and all subsequent and succeeding installments being due on October 1st of each and every year thereafter plus interest until paid in full, unless sooner paid.

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

SEE EXHIBIT "A"

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

C. G. Frye

Imogene Frye

* *

STATE OF TENNESSEE, SHELBY COUNTY,

Personally appeared before me, A Notary Public of said County, the within named C. G. Frye and wife, Imogene Frye who acknowledged that they signed and delivered the foregoing Deed of Trust on the day and year therein mentioned.

Given under hand and official seal this 28 day of August, 1975.

Lee V. Hamilton
Notary Public

My Commission Expires: 6-20-79

lb

EXHIBIT A

DESCRIPTION

Beginning at the southwest corner of the southeast ¼ of Section 15, T-3-S, R-6-W, in Desoto County, Mississippi, being a 2" inch iron pipe; thence north 4 deg. 43 min. 43.9 sec. west along the ¼ section line 1650.29 ft. to a 2" inch iron pipe; thence continuing north 4 deg. 43 min. 43.9 sec. west along the ¼ section line 2156.93 ft. to a 2" inch iron pipe, said point being in the south line of surveyed property and being the point of beginning; thence north 86 deg. 06 min. 07.4 sec. east along the south line of said property 2641.49 ft. to a point in the east line of Section 15; thence north 4 deg. 57 min. 12.7 sec. west along the east line of Sec. 15 - 324.20 ft. to a point in the center line of Pigeon Roost Creek; thence south 71 deg. 31 min. 13.5 sec. east along the center line of Pigeon Roost Creek 1318.70 ft. to a point; thence north 4 deg. 50 min. 12.7 sec. west 1005.84 ft. to a point in the north line of Section 14; thence south 87 deg. 49 min. 01.5 sec. west along the north line of Section 14 - 749.12 ft. to a point; thence south 87 deg. 08 min. 14.5 sec. west along the north line of Section 14 - 899.38 ft. to a point, said point being the northeast corner of Section 15; thence south 85 deg. 58 min. 33 sec. west along the north line of Section 15 - 3129.93 ft. to a point in the east R/W line of State Hwy. # 305; thence south 22 deg. 01 min. 47.2 sec. east along the east R/W line of State Hwy. # 305 - 1237.21 ft. to a point; thence south 8 deg. 46 min. 11.1 sec. east along the east R/W line of State Hwy. # 305 - 312.63 ft. to a point; thence north 86 deg. 06 min. 07.4 sec. east along the south line of said property 101.37 ft. to the point of beginning. Containing 5,302,807.544 sq. ft. or 121.741 acres, as per survey of Tomas W. King dated February 20, 1974.

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 11 o'clock NO minutes A. M. 19 day of Sept. 1975, and that the same has been recorded in Book 191 Page 13 records of REAL ESTATE TRUST DEEDS of said County.

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

Fees $ 3.00 pd.

SEAL H. L. Ferguson, CLERK

BOYCE LEE GARNER, GRANTOR

TO

SUBORDINATION AGREEMENT

THE HERNANDO BANK,
HERNANDO, MISSISSIPPI, GRANTEE

WHEREAS, the undersigned, Boyce Lee Garner, heretofore conveyed by Warranty Deed to ROBERT WILSON STORY and wife, GLADYS MORRIS STORY, a house and lot situated in the Town of Hernando, County of DeSoto, State of Mississippi, described by certain Deed bearing date of August 7, 1971, and appearing of record in the Land Deed Records of DeSoto County, Mississippi, in Warranty Deed Book 90, page 689, of the Land Deed Records of DeSoto County, Mississippi, in the office of the Chancery Clerk of said County and State; and

WHEREAS, the said Robert Wilson Story and wife, Gladys Morris Story, conveyed by Deed of Trust to James W. Amos as Trustee for the benefit of Boyce Lee Garner, the same lands as were conveyed to them in the deed described in the immediately preceding paragraph, which said Deed of Trust was a purchase money Deed of Trust and bears date of August 9, 1971, and appears of record in Real Estate Deed of Trust Book 131, page 609, of the Real Estate Trust Deed Records of DeSoto County, Mississippi, in the office of the Chancery Clerk of said County and State; and

WHEREAS, it is the purpose and desire of the undersigned to subordinate and make junior his Deed of Trust lien as described hereinabove to that certain Deed of Trust to be executed by Robert Wilson Story and wife, Gladys Morris Story, to H. R. Garner, Trustee for the benefit of The Hernando Bank, Hernando, Mississippi.

NOW, THEREFORE, the undersigned, Boyce Lee Garner, does hereby subordinate and make junior the Deed of Trust lien retained in that certain Deed of Trust dated August 9, 1971, and of record in Deed of Trust Book 131, page 609, to that certain Deed of Trust to be executed by Robert Wilson Story and wife, Gladys Morris Story, to H. R. Garner, Trustee for the benefit of The Hernando Bank, Hernando, Mississippi.

The consideration for this conveyance is ONE DOLLAR ($1.00),

cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged.

The Clerk of the Chancery Court of DeSoto County, Mississippi, is authorized to record this Subordination Agreement upon the Land Records of DeSoto County, Mississippi, in the office of the Chancery Clerk of said County and State and to properly note on the margin of the aforementioned Deed of Trust to Boyce Lee Garner and the Deed of Trust to be executed by Robert Wilson Story and wife, Gladys Morris Story, a notation of this conveyance.

WITNESS MY HAND, this the 2nd day of September, 1975.

Boyce Lee Garner

Boyce Lee Garner

STATE OF MISSISSIPPI

COUNTY OF DESOTO

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, Boyce Lee Garner, who acknowledged that he signed and delivered the above and foregoing Subordination Agreement on the day and year therein mentioned and did so as his free and voluntary act and deed.

Given under my hand and official seal of office, this the 2nd day of September, 1975.

Notary Public

My Commission Expires:
Jan 3 1979

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 11 o'clock
NO minutes A.M. 19 day of Sept. 1975, and that the same has been
recorded in Book 191 Page 15 records of REAL ESTATE TRUST DEEDS
of said County.
Witness my hand and seal this the 19 day of Sept. 1975.
Fees $ 3.00 pd.
SEAL H. H. 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

Robert Wilson Story and wife, Gladys Morris Story

of the first part, hereinafter designated as the Grantor,

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

The Hernando Bank
of the third part, hereinafter designated as the Beneficiary.

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

Thirty-Four Thousand Seven Hundred Fifty-Eight & 00/100----------DOLLARS

($ 34,758.00) evidenced by One promissory note of even date herewith in favor of the beneficiary, bearing interest at the rate of 10 per centum per annum after Maturity, providing for the payment of attorney's fees in case of default and being due and payable as follows, to-wit: in sixty (60) monthly installments of principal and interest in the amount of FIVE HUNDRED SEVENTY NINE AND 30/100 DOLLARS ($579.30) each, with the first of said monthly installments of principal and interest being due and payable on or before the 25th day of October, 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

Town of Hernando, DeSoto County,
State of Mississippi, and more particularly described as follows, to-wit:

Part of Lot 3891, Hilvale Subdivision, Town of Hernando, Section 13, Township 3, Range 8 West; DeSoto County, Mississippi:

Beginning at the northeast corner of Lot 3891 of Hilvale Subdivision in Town of Hernando; thence south 0 degrees 10 minutes west along east line of said lot 92.4 feet to northeast corner of the Ruth Bobbitt lot; thence west along north line said Bobbitt lot and projection thereof 135 feet to a point in east line of the Hopper lot; thence north 0 degrees 10 minutes east along said Hopper east line 92.4 feet to a point in north line said lot 3891; thence east along said north line 135.0 feet to the point of beginning.

Filed and Recorded Dec 21 1975
W. D. Ferguson
Chancery Clerk
By J. Kirk D.C.

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

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary herein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment of interest as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other convenant herein contained, then and in that event the entire principal sum secured hereby with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, or the owner or holder of said note or notes, be and become at once due and payable, and the trustee herein named, or his successor or successors, shall, at the request of the beneficiary, or at the request of any owner or holder of the note or notes secured hereby, sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid. Such sale shall be made by giving notice of the time, place and terms of sale as required by Section 888 of the Mississippi Code of 1942 and amendments if any thereto, and the trustee shall make deed to the purchaser or purchasers. Should the beneficiary, or the owner or holder of the note or notes secured hereby be a corporation, then in such event a declaration of default to the trustee, and a request for sale hereunder, may be made by any officer thereof. If the land covered hereby is situated in two or more counties, or in two judicial districts of the same county, the trustee may sell the whole in any of the counties, or in either of the judicial districts of a county in which any part of the land lies. Out of the proceeds of sale the trustee shall first pay the cost of advertising and making the sale; and secondly, he shall pay whatever items may have been incurred and remain unpaid in the protection of this security; then he shall pay such of the items of indebtedness secured hereby as may be outstanding in the order of their maturity, and any balance remaining in his hands shall be delivered to the grantor, or to his proper representatives, agents or assigns.

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

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

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 11 day of Sept. 1975

Robert Wilson Story
Robert Wilson Story

Gladys Morris Story
Gladys Morris Story

STATE OF MISSISSIPPI,
COUNTY OF DESOTO

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

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

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

Elois M. Barber
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. 19 day of Sept. 1975, and that the same has been
recorded in Book 191 Page 17 records of REAL ESTATE TRUST DEEDS
of said County.

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

Fees $ 5.00 paid.

H H Ferguson clerk

This instrument prepared by:
Julian B. Fogleman
Hale, Fogleman & Rogers, Attorneys
West Memphis, Arkansas 72301

RELEASE OF TRUST DEED

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, ROSA HARRIS CRABTREE ROBINSON, of the City of Memphis, County of Shelby, State of Tennessee, hereby acknowledges receipt of the payment in full of all indebtednesses described in and secured by a Trust Deed executed by Patricia Harris Bunch (also known as Patsy Harris) (now, by remarriage, Patricia Harris Poole) and husband, Jerry Donald Bunch as Party of the First Part to Richard H. Kramer, Party of the Second Part, as Trustee, securing payment to Rosa Harris Crabtree (the same person as Rosa Harris Crabtree Robinson) Party of the Third Part, dated November 13, 1962, and filed for record in the office of the Clerk of the Chancery Court of Desoto County, Mississippi, on the 14th day of November, 1962, and recorded in such office in Book 66 at page 355 of the records thereof and the said indebtedness having been fully paid, the lien of such Trust Deed is hereby satisfied, released and discharged and the property described therein released from the lien of such Trust Deed.

IN WITNESS WHEREOF, the undersigned has hereunto set her hand on this 18th day of September, 1975, at West Memphis, Crittenden County, Arkansas.

Rosa Harris Crabtree Robinson

ACKNOWLEDGMENT

STATE OF ARKANSAS
COUNTY OF CRITTENDEN

On this day personally came before me, the undersigned, a Notary Public, within and for the County and State aforesaid, duly commissioned and acting, ROSA HARRIS CRABTREE ROBINSON, to me well known and stated that she had executed the foregoing Release of Trust Deed for the consideration and purposes therein mentioned and set forth.

IN WITNESS WHEREOF, I hereunto set my hand and official seal on this 18th day of September, 1975.

Rosalie Cantrell (Mrs.)
Notary Public

My Commission Expires:
July 12, 1976

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 11 o'clock 10 minutes A M. 19 day of Sept. 1975, and that the same has been recorded in Book 191 Page 20 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 19 day of Sept. 1975.

Fees $ 2.50 pd.

SEAL H. L. Ferguson, CLERK

Re Assignment of this Instrument Recorded in
Real Estate T D Book
No. 192 Page 136
This the 20 day of Oct 1975
H. D. Ferguson Clerk

Assignment of this Instrument Recorded in
Real Estate T D Book
No. 191 Page 303
This the 30 day of Sept. 1975
H. D. Ferguson Clerk

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

MISSISSIPPI

DEED OF TRUST

THIS DEED OF TRUST, made and entered into this 16th day of September, 19 75, by and between Mike J. Brown, Jr.

, hereinafter called the Grantor;
C. B. Henley , hereinafter called the Trustee, and

Bailey Mortgage Company , a corporation organized and existing under the laws of the State of Mississippi , having its principal office and post-office address at P. O. Box 1389, Jackson, Mississippi 39205 , hereinafter called the Beneficiary:

WITNESSETH, That the Grantor, in consideration of the debt and trust hereinafter mentioned, and the sum of One Dollar ($1.00) to the Grantor paid by the Trustee, the receipt whereof is hereby acknowledged, does by these presents grant, bargain, sell, convey, and warrant unto the Trustee, the following-described property, situated in the County of DeSoto , State of Mississippi, to wit:

Part of the Southeast Quarter of Section 4, Township 3 South, Range 7 West, described as beginning at an iron pin in the north line of the south-quarter of Section 4, Township 3 South, Range 7 West, said pin being 464.1 ft. east of the northwest corner of said quarter section; thence north 84 degrees 30' east along the north line of said quarter section 164.6 ft. to an iron pin at the northwest corner of the Murphy tract; thence south 5 degrees 30' east along the west line of said Murphy tract 2645.9 ft. to a point in the south line of said Section 4; thence south 84 degrees 30' west along the south line of said Section, 164.6 ft. to a point; thence north 5 degrees 30' west 2645.9 ft. to the point of beginning and containing 10.0 acres, more or less. All bearings are magnetic.

The Grantors covenant and agree that so long as this deed of trust and note secured hereby are guaranteed under the Servicemen's Readjustment Act, or insured under the provisions of the National Housing Act, they will not execute or file for record any instrument which imposes a restriction upon the sale or occupancy of the subject property on the basis of race, creed or color. Upon any violation of this covenant, the note holder, may at its option, declare the unpaid balance of the debt secured hereby immediately due and payable.

The Grantors covenant and agree that should this security instrument or note secured hereby be determined ineligible for guaranty under the Servicemen's Readjustment Act within thirty (30) days of the date hereof (written statement of any officer or authorized agent for the Veterans Administration declining to guarantee said note and/or this security instrument being deemed conclusive proof of such ineligibility), the present holder of the note secured hereby or any subsequent holder thereof, may at its option, declare all notes secured hereby immediately due and payable.

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

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

CANCELLED BY AUTHORITY RECORDED IN BOOK
255 PAGE 663
THIS 25 DAY OF Feb. 19 80
H. D. Ferguson
CHANCERY CLERK

Assignment of this Instrument Recorded in
Real Estate T D Book
No. 252 Page 31
This the 8 day of Nov. 19 79
H. D. Ferguson Clerk

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

In Trust, However, to secure to the Beneficiary named above, the payment of a certain promissory note of even date herewith in the principal sum of Sixty-Eight Thousand Five Hundred & 00/100---- Dollars ($ 68,500.00), with interest from date at the rate of ------nine---------- per centum (9.00%) per annum on the balance remaining from time to time unpaid; principal and interest being payable at the office of Bailey Mortgage Company, P. O. Box 1389 in Jackson, Mississippi 39205 , or at such other place as the holder may designate, in writing delivered or mailed to the Grantor, in monthly installments of Five Hundred Fifty-One & 43/100 Dollars ($ 551.43), commencing on the first day of November , 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 October, 2005. ~~19~~

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

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

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

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

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

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

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

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

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

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

5. He will pay all and singular the costs, charges and expenses, including reasonable attorney's fees incurred by Beneficiary because of the failure on the part of the Grantor to conform and comply with his obligations and duties under the term of the note secured hereby and of this Deed of Trust; and if such failure results in a sale under a foreclosure hereof, said fee shall be (ten) per centum (10.00%) 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 his hand(s) the day and year herein first written above.

Mike J. Brown, Jr.

STATE OF MISSISSIPPI,
COUNTY OF DESOTO } ss:

Personally appeared before me, the undersigned authority in and for said County, the within named Mike J. Brown, Jr. who acknowledged that he signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and seal this 16th day of September, 1975.

Notary Public

My Commission Expires:
9-25-78

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 11 o'clock
00 minutes A. M. 19 day of Sept. 1975, and that the same has been
recorded in Book 191 Page 21 records of REAL ESTATE TRUST DEEDS
of said County.
Witness my hand and seal this the 19 day of Sept. 1975.

Fees $5.00 pd.

SEAL H. L. Ferguson, CLERK

SOUTHAVEN, MISSISSIPPI 38671

25

RELEASE OF DEED OF TRUST

The undersigned, as owner and holder of that certain note evidenced by a deed of trust, executed by H. F. TILSON to H. D. McCARBER and/or DELLA W. McCARVER, Beneficiary, dated the 19th day of February, 19 69, recorded at Trust Deed Book 107, Page 556 in the Chancery Court Clerk's Office of DeSoto County, Mississippi, for and in consideration of $1.00 and payment in full of the entire indebtedness, does hereby release the said H. D. McCARVER AND DELLA W. McCARVER from all obligations of said deed of trust and hereby cancels the same.

The Chancery Court Clerk of said County is hereby authorized and directed to make proper marginal notation of this release on said deed of trust.

This the 16 day of ~~August~~ SEPTEMBER, 1975.

H D McCarver
H. D. McCarver

Della W McCarver
Della W. McCarver

STATE OF MISSISSIPPI
COUNTY OF DESOTO

This day personally appeared before me, the undersigned authority in and for the said county and state, the within named H. D. McCarver & Della W. McCarver who acknowledged that they signed and delivered the above and foregoing Instrument on the day and date therein mentioned as their free act and deed and for the purposes therein expressed.

Given under my hand and official seal this 16 day of ~~August~~ SEPTEMBER, 1975

Notary Public

My Commission Expires:
1-Mar-1976

STC 32356

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 11 o'clock NO minutes A M. 19 day of Sept. 1975, and that the same has been recorded in Book 191 Page 25 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 19 day of Sept. 1975.

Fees $ 2.50 pd.

SEAL H. D. Ferguson, CLERK

26

POWER OF ATTORNEY

STATE OF MISSISSIPPI

COUNTY OF DeSoto

TO THE CHANCERY CLERK OF SAID COUNTY, STATE OF MISSISSIPPI:

YOU are hereby authorized and directed to release and cancel of record a certain deed of trust executed by Wallis O. Nelson and Patricia M. Nelson on April 13, 19 74, to secure an indebtedness to FARMERS & MERCHANTS BANK, Baldwyn, Mississippi, which said deed of trust is of record in Deed of Trust Book 174, Page 201, of the records in your office.

WITNESS my signature on this the 16th day of Sept. 19 75

M. PAUL HAYNES, JR.
EXEC. VICE-PRESIDENT & CASHIER
FARMERS & MERCHANTS BANK

STATE OF MISSISSIPPI

COUNTY OF Lee

Personally appeared before me, the undersigned authority, the above named M. PAUL HAYNES, JR.

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

Given under my hand and seal this 16th day of September, 19 75

Christy Michael

Comm. ex. 4/12/76

THE STATE OF MISSISSIPPI

COUNTY OF DeSoto

I, H. D. Ferguson Clerk of the Chancery Court in and for said County and State, do hereby certify that the within instrument was filed in this office for record on the 19th day of September 19 75, at 11:00 o'clock

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 11 o'clock
00 minutes A M. 19 day of Sept. 1975, and that the same has been
recorded in Book 191 Page 26 records of REAL ESTATE TRUST DEEDS
of said County.
Witness my hand and seal this the 19 day of Sept. 1975.

Fees $ 2.50 pd.

SEAL H. D. Ferguson, CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK
194 PAGE 627
THIS 5 DAY OF Jan 19 76
H. D. Ferguson
CHANCERY CLERK

TRUST DEED

THIS INDENTURE, made by and between CARL WHITTINGTON, DONALD E. WALTERS, and C. BURROUGH, Trustees of TEMPLE BAPTIST CHURCH, and DAN M. HILLMAN, L. G. PAXTON and ARNOLD KNIGHT, Trustees of BAPTIST MISSIONARY ASSOCIATION OF MISSISSIPPI REVOLVING LOAN FUND, party of the first part; FRANK A. RILEY, party of the second part, as Trustee; and BANK OF MISSISSIPPI, OF TUPELO, MISSISSIPPI, party of the third part, WITNESSETH:

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

Part of Section 18, Township 1 South, Range 7 West, DeSoto County, Mississippi, being more particularly described as follows:

Beginning at a point in the south line of Section 18, Township 1 South, Range 7 West, DeSoto County, Mississippi 2220 feet east of the southwest corner of said Section 18 and 900 feet east of the west line of the former W. B. Willis 80 acres, said point being in the center-line of State Line Road; thence east along the south line of said Section 18 and with State Line Road 204 feet to a point; thence north at an interior angle of 88 degrees and 26 minutes 816 feet to a point; thence west at an interior angle of 91 degrees and 34 minutes 204 feet to a point; thence south at an interior angle of 88 degrees and 26 minutes 816 feet to the point of beginning. Less the south 40 feet of the above described property which is in the dedicated portion of State Line Road.

The area of the above described property is 3.82 acres.

The indebtedness hereby secured is also secured by a Deed of Trust of even date herewith executed by the parties of the first part and conveying to the Trustee certain land in Shelby County, Tennessee. In the event of default under the note or either of the Deeds of Trust, the Beneficiary,at its option, may declare the indebtedness due and payable at once, and may exercise, or cause to be exercised, all its rights and remedies under these Deeds of Trust concurrently or separately and in such order as the Beneficiary may determine.

This conveyance is made in trust, however, to secure the payment of $75,000.00, evidenced by the following promissory note of even date herewith: One (1) promissory note for the principal sum of SEVENTY FIVE THOUSAND AND NO/100 ($75,000.00) DOLLARS, payable with interest and with final maturity on February 27, 1976, and any further sums which the party of the third part, or any holder or holders of the note hereby secured may advance to take care of taxes, insurance, or prior encumbrances on the above described real estate, or any part thereof.

The 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, and 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 acoount 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 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 indebedness secured hereby; 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 26th day of August, 1975.

BAPTIST MISSIONARY ASSOCIATION OF MISSISSIPPI REVOLVING LOAN FUND

Dan M. Hillman

L. G. Paxton

Arnold Knight
Trustees

TEMPLE BAPTIST CHURCH

Carl Whittington

Donald E. Walters

C. Burrough
Trustees

STATE OF MISSSISSIPPI)

COUNTY OF Tunica)

Personally appeared before me, the undersigned Notary Public in and for the State and County aforesaid, the within named DAN M. HILLMAN, L. G. PAXTON and ARNOLD KNIGHT, Trustees of BAPTIST MISSIONARY ASSOCIATION OF MISSISSIPPI REVOLVING LOAN FUND, who acknowledged that they signed and delivered the foregoing trust deed on the day and year therein mentioned as their voluntary act and deed as such Trustees.

Given under my hand and seal this 10th day of September, 1975.

Notary Public

My Commission Expires:

August 13, 1975

STATE OF ~~MISSISSIPPI~~ TENNESSEE)

COUNTY OF SHELBY)

Personally appeared before me, the undersigned Notary Public in and for the State and County aforesaid, the within named CARL WHITTINGTON, DONALD E. WALTERS and C. BURROUGH, Trustees of TEMPLE BAPTIST CHURCH, who acknowledged that they signed and delivered the foregoing trust deed on the day and year therein mentioned as their voluntary act and deed as such Trustees.

GIVEN under my hand and seal this 15th day of September, 1975.

ROBERT J. DAVIS
Notary Public

My Commission Expires:

6/27/76

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 11 o'clock
10 minutes A. M. 19 day of Sept. 1975, and that the same has been
recorded in Book 131 Page 27 records of REAL ESTATE TRUST DEEDS
of said County.
Witness my hand and seal this the 19 day of Sept. 1975.

Fees $ 5.00 pd.

SEAL H. D. Ferguson, CLERK

30

Mississippi

ASSIGNMENT OF
DEED OF TRUST

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

UNION PLANTERS NATIONAL BANK OF MEMPHIS,

that certain Deed of Trust executed by

RICHARD ALAN PUGH and wife, LINDA SUE PUGH,

to C. B. Henley, Trustee, for the benefit of Bailey Mortgage Company, dated September 2, 1975, securing a note in the sum of $ 31,250.00 recorded in Book 190, Page 279, of the office of the ChanceryClerk of DeSoto, County, Mississippi, together with the indebtedness secured thereby.

IN WITNESS WHEREOF the undersigned has executed this Assignment through its duly authorized officer and has caused its corporate seal to be thereunto affixed on this, the 18th day of September, 19 75.

BAILEY MORTGAGE COMPANY

William Cook, Vice President

STATE OF MISSISSIPPI

COUNTY OF HINDS.....

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named William Cook, who acknowledged to me that he is Vice President of Bailey Mortgage Company, a Mississippi corporation, and that he signed and delivered the above and foregoing instrument and affixed the corporate seal of said corporation thereto, acting for and in behalf of said corporation, after having been duly authorized so to act.

GIVEN under my hand and official seal, this the 18th day of September, 19 75.

Margaret Jacqueline Moore
NOTARY PUBLIC

My Commission Expires Feb. 22, 1978

BMC-14

STCA 3243

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 11 o'clock 00 minutes A M. 19 day of Sept. 1975, and that the same has been recorded in Book 191 Page 30 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 19 day of Sept. 1975.

Fees $ 2.50 pd.

SEAL H. D. Ferguson, CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK
331 PAGE 586
12 DAY OF Feb 1985
W. D. Ferguson
CHANCERY CLERK
DS

31

DEED OF TRUST

THIS DEED OF TRUST is made this 19th day of September, 19 75, among the Grantor, RALPH R. ROSS and wife, SYLVIA W. ROSS, (herein "Borrower"), BILLY F. TURNER, (herein "Trustee"), and the Beneficiary, FIRST SAVINGS AND LOAN ASSOCIATION OF NEW ALBANY, a corporation organized and existing under the laws of the State of Mississippi, whose address is P.O. Box 164, New Albany, Mississippi 38652 (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 FOLLOWING LAND LYING AND BEING SITUATED IN SECTION EIGHTEEN (18), TOWNSHIP THREE (3) SOUTH, RANGE NINE(9) WEST, DESOTO COUNTY, MISSISSIPPI:

Lots 63 and 64, Woodland Lake Subdivision, as shown on plat appearing of record in Plat Book 1, Pages 15-A, 15-B and 15-C in the Office of the Chancery Clerk of DeSoto County, Mississippi, to which recorded plat reference is hereby made for a more particular description, together with a proportionate part of the lake known as Woodland Lake and a proportionate part of the dam site.

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 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 October 1, 1992; 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.

Ralph R. Ross
RALPH R. ROSS —Borrower

Sylvia W. Ross
SYLVIA W. ROSS —Borrower

Lots 63 and 64, Woodland Lakes Subdiv.

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 RALPH R. ROSS and wife, SYLVIA W. ROSS, 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 19th day of September, A.D., 1975.

Elaine McLemore Elder
Notary Public

My Commission expires:

My Commission Expires May 6, 1978

STATE OF MISSISSIPPI, DeSOTO COUNTY
I certify that the within instrument wa...
...filed for record at 4 o'clock on...

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 4 o'clock
20 minutes P. M. 19 day of Sept. 1975, and that the same has been
recorded in Book 191 Page 31 records of REAL ESTATE TRUST DEEDS
of said County.
Witness my hand and seal this the 22 day of Sept. 1975.

Fees $ 5.00 pd.

SEAL H. L. Ferguson, CLERK

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST Class C

STATE OF MISSISSIPPI, DeSoto County. } ss.

KNOW ALL MEN BY THESE PRESENTS: That The Hernando Lumber Company

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

bearing date the 13th day of February 19 67, made and executed by Julius B. Miles, et ux

_____ of _____ to _____

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

County, in the State of Mississippi in Real Estate Trust Deed Record No. 93 on page 348

of the Record of Trust Deeds, on the 18th day of February A. D. 19 67/ and assigned to

The Hernando Lumber Company on February 13, 1967 as noted on the face of the said deed of trust

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 LUMBER COMPANY

By W. P. Veazey III

W. P. Veazey, III, President

STATE OF MISSISSIPPI, DeSoto County. } ss.

Personally came and appeared before me, the undersigned authority notary public

in and for County and State aforesaid, W. P. Veazey, III who acknowledged that he signed and

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

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

Rebecca Lilly

Notary Public

My Commission Expires:

3/28/77

LAWRENCE-GREENWOOD 97544

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 3 o'clock

30 minutes P. M. 19 day of Sept. 1975, and that the same has been

recorded in Book 191 Page 35 records of REAL ESTATE TRUST DEEDS

of said County.

Witness my hand and seal this the 22 day of Sept. 1975.

Fees $ 2.50 pd.

SEAL H. D. Ferguson, CLERK

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4057 ORDER TO CLERK TO CANCEL DEED OF TRUST Class C

STATE OF MISSISSIPPI, DeSoto County. } ss.

KNOW ALL MEN BY THESE PRESENTS: That Peoples Bank & Trust, Olive Branch, Miss.

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

bearing date the 10 day of October 19 72, made and executed by Mrs. Ruby Latimer

of Horn Lake, 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. 149 on page 458

of the Record of Trust Deeds, on the 27 day of October, A. D. 19 72, is now fully paid

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

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

said County also as provided by law.

Peoples Bank & Trust, Olive Branch, Miss

Janice C Payne

Assistant Cashier

STATE OF MISSISSIPPI, DeSoto County. } ss.

Personally came and appeared before me, the undersigned authority Aurelia B. Jones, a Notary Public

in and for County and State aforesaid, Janice C. Payne, Ass't. Cashier 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 18th. day of September A. D. 19 75.

Aurelia B. Jones

Notary Public

NOTARY PUBLIC

MY COMMISSION EXPIRES MAY 12, 1978

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 11 o'clock

20 minutes A. M. 19 day of Sept. 1975, and that the same has been

recorded in Book 191 Page 36 records of REAL ESTATE TRUST DEEDS

of said County.

Witness my hand and seal of office this 22 day of Sept 1975.

2.50

H. P. Ferguson, CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK
231 PAGE 484
THIS 28 DAY OF Sept 19 78
H. S. Ferguson
CHANCERY CLERK

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DEED OF TRUST

THIS DEED OF TRUST is made this 18th day of SEPTEMBER, 19 75, among the Grantor, GEORGE H. BURROWS (a/k/a George Humphrey Burrows), and wife, RAMONA S. BURROWS, (a/k/a Ramona Skaggs Burrows), (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 463 in Section D of Buena Vista Lakes Subdivision as shown on plat appearing of record in Plat Book 5, Pages 40-43, 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 14, Township 4, Range 8 West.

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 sinll 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 Eleven 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 October 1, 1987; 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.

GEORGE H. BURROWS —Borrower

RAMONA S. BURROWS —Borrower

463 Thunderbird Road

Hernando, MS 38632

Property Address

STATE OF MISSISSIPPI, DESOTO COUNTY SS:

Personally appeared before me, the undersigned authority in and for said County and State, the within named GEORGE H. BURROWS and wife, RAMONA S. BURROWS, who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned.

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

My Commission expires:
8-11-75

Notary Public

STATE OF MISSISSIPPI, DeSOTO COUNTY
I certify that the within instrument was filed for record at 2 o'clock and 10 minutes P M 19

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 2 o'clock
10 minutes P. M. 19 day of Sept. 1975, and that the same has been
recorded in Book 191 Page 37 records of REAL ESTATE TRUST DEEDS
of said County.
Witness my hand and seal this the 22 day of Sept. 1975.
Fees $5.00 pd.
SEAL H. P. Ferguson, CLERK

W.H.L. 5.00 pd.

Paid, Satisfied and Cancelled
This 8th day of July 1977
D. P. Flinn, Jr.
Attest
H. B. Ferguson
Chancery Clerk
By J. Kirk o.c.

FOR REAL ESTATE, CHATTEL OR BOTH

Henry Sherman McDonald, et ux
Grantors
To { DEED OF TRUST
William F. Hagan, Trustee for T.P. Flinn, Jr.,
Beneficiary

THIS INDENTURE, Made this 2nd day of September 19 75 between Henry Sherman McDonald, and wife, Lenora H. McDonald, parties of the first part, and T.P. Flinn, Jr., party of the second part,

WITNESSETH, That whereas, said part ies of the first part, being indebted to the said party of the second part in the sum of Nine Hundred Dollars ($900.00) evidenced by their one promissory note of like amount and even date herewith, bearing interest at the rate of 10% per annum from February 12, 1975, due and payable on February 12, 1977. All interest payable annually.

~~and any further amount that the party of the second part may furnish the party of the first part during the year 19 ---, not to exceed~~ and the part ies of the first part having agreed to secure the prompt payment of the same when due: Therefore, in consideration of the premises, and of the sum of One Dollar to the part ies of the first part paid by William F. Hagan Trustee, the part ies of the first part have this day granted, bargained, and sold to the said Trustee the following described property, located in the County of DeSoto, and state of Mississippi, viz: ~~All of the agricultural products of every kind that now in on 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 19 on the land that may cultivate, or cause to be cultivated, as landlord or tenant and all farming implements of every kind and~~

The East 30 acres of the North Half of the Northeast Quarter of Section 18, Township 3, Range 8 West, and the West 10 acres of the Southeast Quarter of the Southwest Quarter of Section 7, Township 3, Range 8 West (all known as the Freeze Corner Place), LESS AND EXCEPT about 3 acres conveyed to DeSoto County, Mississippi for road purposes, as shown by deeds of record in Book 36, Page 517, and Book 39, Page 580, of the deed records of said County, and LESS AND EXCEPT 1.08 acres conveyed to State Highway Commission of Mississippi as shown by deed of record in Book 46, Page 27, of the deed records of said county, and SUBJECT TO FLOWAGE EASEMENTS to the United States of America as shown by instruments of record in Book 30, Pages 264 and 527 respectively of the deed records of said county, and LESS AND EXCEPT that certain road right of way conveyed by Henry Sherman McDonald, et ux, et al, to DeSoto County, Mississippi, by deed recorded in Book 46, Page 473, and also LESS AND EXCEPT 1.0 acre conveyed to Henry Sherman McDonald as shown by deed of record in Book 72, Page 300 of the deed records of said County, and LESS AND EXCEPT 2.0 acres conveyed to Eddie D. Patterson, et ux as shown by deed of record in Book 96, Page 474 of the deed records of said County.

This trust deed covers the undivided interest of Henry Sherman McDonald in and to the above described land, being an undivided 1/2 interest in said lands and a life estate in the entire tract of land.

It is agreed that the building upon said property shall be insured and kept insured against loss by fire and windstorm in a standard insurance company with proper mortgage clause in favor of second party in an amount that will fully protect the security of this loan, and that this trust deed shall cover any premiums that may be paid by second party for the protection of this security. It is further agreed that any taxes paid on said property by party of the second part are fully covered by this trust deed.

THIS TRUST DEED IS A RENEWAL AND EXTENSION OF THAT CERTAIN TRUST DEED OF DATE May 29, 1968, OF RECORD IN BOOK 102, PAGE 47, OF THE REAL ESTATE TRUST DEED RECORDS OF DESOTO COUNTY, MISSISSIPPI.

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

Witness our signatures the date written above.

Witness:

Henry Sherman McDonald
Lenora H. McDonald

STATE OF MISSISSIPPI, DeSOTO COUNTY.
Personally appeared before me the undersigned authority of said County, the within named Henry Sherman McDonald and wife, Lenora H. McDonald who acknowledged that they signed and delivered the foregoing Deed of Trust on the day and year therein mentioned.
Given under my hand and official seal, this 16th day of September 19 75
MY COMMISSION EXPIRES: 6-11-76 (SEAL)
By Notary Public

STATE OF MISSISSIPPI, DeSOTO COUNTY.
Before me of said County, this day personally appeared the above named one of the subscribing witnesses to the foregoing Deed of Trust, who, being first duly sworn, deposeth and saith that he saw the above named

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 2 o'clock 30 minutes P. M. 12 day of Sept. 1975, and that the same has been recorded in Book 191 Page 41 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 22 day of Sept. 1975.
2.50
H. B. Ferguson, CLERK

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CAMERON-BROWN COMPANY,
Grantor

TO

PHILIP MORTON AND COMPANY, INC.,
Grantee

PARTIAL RELEASE

For and in consideration of the sum of Ten Dollars ($10e), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, CAMERON-BROWN COMPANY, the Beneficiary of that certain Deed of Trust of record in Real Estate Trust Deed Book 165, Page 219 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 Seven (7), Township Three (3), Range Seven (7), DeSoto County, Mississippi:

> Lot 74, Hernando Estates Subdivision, Section B, in Section 7, Township 3, Range 7, as shown on the recorded plat of said subdivision in Plat Book 6, Page 9, in the office of the Chancery Clerk of DeSoto County, Mississippi, 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 17th day of September, 1975.

CAMERON-BROWN COMPANY

BY: Robert H. Hardin
ROBERT H. HARDIN
Assistant 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 ROBERT H. HARDIN, Assistant Vice President of CAMERON-BROWN COMPANY, 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 CAMERON-BROWN COMPANY, being first duly authorized and empowered by said CAMERON-BROWN COMPANY to so do.

GIVEN under my hand and official seal of office, this the 17th day of September, 1975.

My Commission Expires:

My Commission Expires Sept. 4, 1979

Joan F. Beard
NOTARY PUBLIC

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 1 o'clock
on the 30 day of Sept., 1975, and that the same has been
recorded in Book 165 of REAL ESTATE TRUST DEEDS
of said County, page 42.

Witness my hand and official seal, this 22 day of Sept., 1975.

H. P. Ferguson
CHANCERY CLERK

2.50

CANCELLED BY AUTHORITY RECORDED IN BOOK 202 PAGE 246
THIS 19 DAY OF July 19 76
H. L. Ferguson
CHANCERY CLERK

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DEED OF TRUST

THIS DEED OF TRUST is made this 17th day of September, 19 75, among the Grantor, Fairhaven Builders, Inc. (herein "Borrower"), Don A. Southern (herein "Trustee"), and the Beneficiary, Guaranty Trust Savings & Loan Association, a corporation organized and existing under the laws of Tennessee, whose address is 5100 Poplar, Memphis, TN (herein "Lender").

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

Lot 8 Holiday Hills Subdivision, Section B, situated in Section 34, Township 1, Range 6 West, Town of Olive Branch DeSoto County, Mississippi as per plat recorded in Plat Book 11, page 11, Chancery Clerk's Office, DeSoto County, Mississippi.

This is a construction loan and should the improvements be left in an incomplete condition at the time when the contract according to its terms is to be completed or if completed, subject to any unpaid bills for labor or material, such condition shall constitute an event of default and the entire accrued indebtedness shall in that event become accelerated and matured for the purpose of foreclosure at option of the holder who shall not be required to give any notice other than the advertisement for foreclosure provided herein.

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 $ 28,612.50 Dollars, with interest thereon, providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on March, 17, 1976; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Deed of Trust; and the performance of the covenants and agreements of Borrower herein contained; and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances").

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

Uniform Covenants. Borrower and Lender covenant and agree as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

FAIRHAVEN BUILDERS, INC.
—Borrower

By: Jesse McCallum Pres
—Borrower

Property Address

STATE OF MISSISSIPPI, _____ COUNTY SS:

Personally appeared before me, the undersigned authority in and for said County and State, the within named _____ 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 _____ day of _____, A.D., 19____.

My Commission expires:

Notary Public

STATE OF MISSISSIPPI

COUNTY OF DESOTO

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named Jesse McCallum, who severally acknowledged that he is President of Fairhaven 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 first duly authorized so to do.

GIVEN UNDER MY HAND and official seal this the 11th day of September, 1975.

Notary Public

My Commission Expires:

5-4-77

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock A. M. 22 day of Sept., 1975, and that the same has been recorded in Book 111 Page 43 records of REAL ESTATE TRUST DEEDS of said County.

30 minutes

22 Sept.

5.00

D. P. Jefferson

Mississippi

ASSIGNMENT OF
DEED OF TRUST

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

GOVERNMENT NATIONAL MORTGAGE ASSOCIATION, ATLANTA, GEORGIA,

that certain Deed of Trust executed by

CARLTON S. ASHLEY and wife, MEREDITH JANE ASHLEY,

to C. B. Henley, Trustee, for the benefit of Bailey Mortgage Company, dated September 4, 1975, securing a note in the sum of $42,000.00 recorded in Book 190, Page 338, of the office of the ChanceryClerk of DESOTO, County, Mississippi, together with the indebtedness secured thereby.

IN WITNESS WHEREOF the undersigned has executed this Assignment through its duly authorized officer and has caused its corporate seal to be thereunto affixed on this, the 19th day of September, 19 75.

BAILEY MORTGAGE COMPANY

William Cook, Vice President

STATE OF MISSISSIPPI

COUNTY OF HINDS.....

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named William Cook, who acknowledged to me that he is Vice President of Bailey Mortgage Company, a Mississippi corporation, and that he signed and delivered the above and foregoing instrument and affixed the corporate seal of said corporation thereto, acting for and in behalf of said corporation, after having been duly authorized so to act.

GIVEN under my hand and official seal, this the 19th day of September, 19 75.

NOTARY PUBLIC

My Commission Expires Feb. 22, 1978

BMC-14

STC # 32495

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 Oct. 1975, and that the same has been recorded in Book 191 Page 47 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 22 day of Oct. 1975.

Fees $2.50 paid.

H. L. Ferguson, CLERK

48

PLEASE RECORD & RETURN TO: Debra Harvey, 2200 Commerce Square, Memphis, Tn. 38103

RELEASE

(Mississippi)

All indebtedness secured by a certain Deed of Trust from W. B. GAY BUILDERS, INC. to MAX B. OSTNER, JR., Trustee, for the use and benefit of JAMES E. MCGEHEE & COMPANY, INC., dated October 23, 1972, and recorded in Book 149, page 465, 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 86, 99, 100, 124, 125, 138, and 139, Section A, Lakewood Estates S/D, recorded in PB 7, PG 49-51, by Chancery Clerk

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 ~~hereunto set~~ caused its corporate name signed hereto by and through its proper officers duly authorized so to do, this the 18th day of September, 19 75.

ATTEST Jean Young
Secretary

JAMES E. MCGEHEE & COMPANY, INC.
Harold V. Crase
VICE PRESIDENT

~~STATE OF~~

~~COUNTY OF~~

~~Personally appeared before me, the undersigned authority in and for said State and County, the within named _____, who acknowledged that he signed and delivered the foregoing instrument on the day and year therein mentioned and for the purpose therein mentioned.~~

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

~~Notary Public~~

~~My commission expires:~~

STATE OF

COUNTY OF

This day personally appeared before, the undersigned authority in and for said State and County, the within named HAROLD V. CRASE and JEAN YOUNG, known to me to be the VICE PRESIDENT and SECRETARY respectively of JAMES E. MCGEHEE & COMPANY, INC., a corporation, who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned, for the purpose therein set forth, and in the capacity therein stated, for in behalf of JAMES E. MCGEHEE & COMPANY, INC., after being duly authorized so to do.

Given under my hand and seal this 18th day of September, 19 75.

My commission exires: December 5, 1978

Lynda Cook
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock A.M. 22 day of Sept. 1975, and that the same has been recorded in Book 191 Page 48 of the records of REAL ESTATE TRUST DEEDS of said County.

Witness my signature this 22 day of Sept. 1975.

H. P. Ferguson, D.C.

30

2.50

CANCELLED BY AUTHORITY RECORDED IN BOOK 195 PAGE 298
THIS 20 DAY OF January 19 76
H. D. Ferguson
CHANCERY CLERK

49

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

DEED OF TRUST
LAND

THIS INDENTURE, this day made and entered into between

Neurod Phillips and wife, Minnie H. Phillips

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

One Thousand and 00/100----------DOLLARS

($ 1,000.00) 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 date , providing for the payment of attorney's fees in case of default and being due and payable as follows, to-wit:

Payable on or before December 17, 1975, together with interest accrued thereon.

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

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

County of DeSoto

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

1.65 acres in Section 23, Township 1, Range 9, described as beginning at a point 40 ft. South and 4,167.25 ft. west of the northeast corner of Section 23 from said point southeastwardly along the west line of Old Highway 61 South 5 degrees 37' 51" east 321.87 ft. to a point; thence south 89 degrees 55' 49" west 228.98 ft. to a point; thence north 00 degrees 04' 25" east 220.85 ft. to a point in the south line of State Line Road; thence eastwardly along said line south 89 degrees 55' 35" east 196.98 ft. to the point of beginning.

Copyright Mississippi Bankers Association

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

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary herein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment of interest as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other convenant herein contained, then and in that event the entire principal sum secured hereby with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, or the owner or holder of said note or notes, be and become at once due and payable, and the trustee herein named, or his successor or successors, shall, at the request of the beneficiary, or at the request of any owner or holder of the note or notes secured hereby, sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid. Such sale shall be made by giving notice of the time, place and terms of sale as required by Section 888 of the Mississippi Code of 1942 and amendments if any thereto, and the trustee shall make deed to the purchaser or purchasers. Should the beneficiary, or the owner or holder of the note or notes secured hereby be a corporation, then in such event a declaration of default to the trustee, and a request for sale hereunder, may be made by any officer thereof. If the land covered hereby is situated in two or more counties, or in two judicial districts of the same county, the trustee may sell the whole in any of the counties, or in either of the judicial districts of a county in which any part of the land lies. Out of the proceeds of sale the trustee shall first pay the cost of advertising and making the sale; and secondly, he shall pay whatever items may have been incurred and remain unpaid in the protection of this security; then he shall pay such of the items of indebtedness secured hereby as may be outstanding in the order of their maturity, and any balance remaining in his hands shall be delivered to the grantor, or to his proper representatives, agents or assigns.

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

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

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

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

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

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

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

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

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

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

IN TESTIMONY WHEREOF, witness the signature of the grantor this the 17th day of Sept. 1975

Neurod Phillips

Neurod Phillips

Minnie H. Phillips

Minnie H. Phillips

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 Neurod Phillips and wife, Minnie H. Phillips who severally acknowledged that they signed and delivered the above and foregoing deed of trust on the day and year therein mentioned.

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

My Commission Expires: 9-2-79

Mary K. Waller
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 Sept. 1975, and that the same has been recorded in Book 191 Page 49 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 22 day of Sept. 1975.

5.00

B. B. Ferguson, Clerk

52

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:

Lot Ninety Eight (98), 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 9th day of September, 19 75

UNIFIRST FEDERAL SAVINGS AND LOAN ASSOCIATION
JACKSON, MISSISSIPPI

By _____
A. J. Stone, Jr.

By _____
Harold A. Hogue

STATE OF MISSISSIPPI
COUNTY OF Hinds

Personally came and appeared before me, the undersigned Notary Public in and for the jurisdiction aforesaid, A. J. Stone, Jr. and Harold A. Hogue who acknowledged to me that they are Vice President and Asst. Vice President, respectively, of UNIFIRST FEDERAL SAVINGS AND LOAN ASSOCIATION, Jackson, Mississippi, and that they signed, sealed and delivered the above and foregoing instrument of writing on the day and year therein mentioned as the act and deed of said corporation, they having been first duly authorized so to do.

Given under my hand and official seal this the 8th day of September, 1975.

My Commission expires: _____

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
30 A. M. 19, 22 day of Sept., 1975, and that the same has been
recorded in Book 52 records of REAL ESTATE TRUST DEEDS
of said County.
22 Sept.,
2.50
H. D. Ferguson

CANCELLED BY AUTHORITY, RECORDED IN BOOK
1577 PAGE 501
THIS 1 DAY OF Oct 2002
W E Davis
By M Cahi DC CHANCERY CLERK

Assignment of this Instrument Recorded in
Real Estate T I D Book
No. 196 Page 652
This the 2 day of Nov 19 76
N. D. Ferguson Clerk

Assignment of this Instrument Recorded in
Real Estate T I D Book
No. 192 Page 39
This the 14 day of October 19 75
N. D. Ferguson Clerk

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N. D. Ferguson Clerk

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

MISSISSIPPI

DEED OF TRUST

THIS DEED OF TRUST, made and entered into this -----2nd-------- day of September , 1975 .
by and between Donald L. Jolley and wife, Nancy Lu Jolley----------
---

---------- , 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 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 1256, 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.

The Grantors covenant and agree that so long as this deed of trust and note secured hereby are guaranteed under the Servicemen's Readjustment Act, or insured under the provisions of the National Housing Act, they will not execute or file for record any instrument which imposes a restriction upon the sale or occupancy of the subject property on the basis of race, creed or color. Upon any violation of this covenant, the note holder, may at its option, declare the unpaid balance of the debt secured hereby immediately due and payable.

The Grantors covenant and agree that should this security instrument or note secured hereby be determined ineligible for guaranty under the Servicemen's Readjustment Act within thirty (30) days of the date hereof (written statement of any officer or authorized agent of the Veterans' Administration declining to guarantee said note and/or this security instrument being deemed conclusive proof of such ineligibility), the present holder of the note secured hereby or any subsequent holder thereof, may at its option, declare all notes secured hereby immediately due and payable.

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

re-recorded
Real estate T I D Book
No. 501 Page 432
This the 13th day of March 19 90
W. E. Davis Clerk
By D. Taylor D.C.

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

Re Assigned
Assignment of this Instrument Recorded in
Real Est I I D Book
No. 375 Page 481
This the 10 day of Sept 19 86
H. D. Ferguson Clerk
BS

Re-Assigned
Assignment of this Instrument Recorded in
Real Est I I D Book
No. 375 Page 479
This the 10 day of Sept 19 86
H. D. Ferguson Clerk
D.S.

Assignment of this Instrument Recorded in
Real Est T I D Book
No. 736 Page 362
This the 8 day of April 19 88
W. E. Davis by Clerk D.C.

Assignment of this Instrument Recorded in
Real Est T I D Book
No. 454 Page 240
This the 8 day of Nov 19 78
W. E. Davis by Clerk D.C.

N. D. Ferguson Clerk
D.S.

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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-eight Thousand Five Hundred-----Dollars ($ 38,500.00), with interest from date at the rate of seven & three-forths 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, Mississippi 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 Seventy-Six & 05/100 Dollars ($ 276.05----), commencing on the first day of November------, 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 October--------, 2005.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Donald L. Jolley

Donald L. Jolley

Nancy Lu Jolley

Nancy Lu Jolley

2409 Sandalwood

Southaven, Mississippi 38671

STATE OF MISSISSIPPI,

COUNTY OF DESOTO } ss:

Personally appeared before me , the undersigned authority in and for said County, the within named Donald L. Jolley and Nancy Lu Jolley his wife, who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and seal this 2nd day of September 1975.

D. B. Bridgforth

Notary Public

My Commission Expires:
9-25-78

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 30 minutes A. M. 22 day of Sept. 1975, and that the same has been recorded in Book 191 Page 53 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 22 day of Sept. 1975.

Fees $ 5.00 pd.

SEAL H. L. Ferguson, CLERK

DEED OF TRUST

FOR VALUE RECEIVED, the undersigned First Realty Building Corp.

hereinafter designated "Grantor," conveys and warrants to Rowan H. Taylor,

as Trustee, the following described property, located in DeSoto

County, Mississippi, to-wit:

Lot 770, Section "D" Greenbrook Subdivision in Section 19, Township 1 South, Range 7 West, as per plat thereof recorded in plat book 9, pages 42-43 in the office of the Chancery Clerk of DeSoto County, Mississippi.

This is a renewal and extension deed of trust of those certain deeds of trust made and executed by First Realty Building Corporation to Wortman & Mann, Inc., dated May 9, 1974 and February 9, 1975, recorded in Real Estate Trust Deed book 175, page 213 and book 183, page 391, respectively, both 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:

($21,500.00) Twenty-one Thousand Five Hundred & 00/100 Dollars due on or before February 9, 1976.

bearing interest at the rate of 10.25 percent per annum from date, together with attorney's fees as therein provided.

(B) Also to secure any other indebtedness heretofore, now or hereafter contracted with the Beneficiary by the Grantor or Grantors herein, or either of them, whether such other indebtedness be evidenced by note, open account, overdraft, or any other manner whatsoever, including also any indebtedness of any Grantor made individually or as joint maker, surety, endorser, or guarantor.

(C) Also to secure the payment of any sum which may be expended by the Beneficiary or any owner or holder of the indebtedness secured hereby for taxes, insurance, and other items in the protection of this security. Such payments shall be at the option of the Beneficiary or any holder of the afore-described indebtedness and shall bear interest at the rate of eight percent per annum from date and be payable on demand.

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

II. The Grantor or Grantors covenant, agree, and bind themselves, as follows: (1) To promptly fulfill and comply with all of the terms and conditions expressed and provided for in the note or notes secured hereby; (2) To pay all indebtedness secured hereby promptly when due and payable; (3) To carry, with usual loss payable clause, such as fire, tornado and other insurance on the property covered hereby as may be required by the Beneficiary or any holder of the afore-described indebtedness, and all such insurance policies shall be deposited with the Beneficiary; (4) To pay all taxes upon said property; (5) To keep said property free of all other liens and not to use it for any illegal purpose; (6) To keep the improvements thereon in reasonable repair and not permit waste of said property; and (7) Not to sell or dispose of any of the property covered by this Deed of Trust before all the indebtedness secured hereby is fully paid.

III. All payments made, as well as the proceeds of all property described in this Deed of Trust and all collaterals held by said Beneficiary or the holder of the indebtedness secured by this Deed of Trust, whether such collaterals are placed to secure the indebtedness herein set forth or any other indebtedness to said Beneficiary or the holder of the indebtedness described in this Deed of Trust, as well as the proceeds of same, may be applied by the Beneficiary or the holder of the indebtedness secured by this Deed of Trust as they deem to their best interest and at their election.

IV. Should the Grantor or Grantors pay all indebtedness of every nature secured hereby and keep and perform all covenants herein undertaken, then this Deed of Trust shall be void.

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V. If said Grantor or Grantors shall make default in the payment of the note or notes or any installment thereon or any other indebtedness secured hereby when due and payable, or if Grantor or Grantors shall violate or breach any covenant herein contained, or if any Grantor shall have made any untrue statement in reference to the property conveyed herein as security, then, in either event, the entire indebtedness secured hereby shall, at the option of the Beneficiary or the owner or holder of said indebtedness become due and payable for the purpose of suit and/or foreclosure, and the Trustee herein named or his successor or successors shall, at the request of the Beneficiary acting by and through any officer, or of any owner of the indebtedness secured hereby, take possession of said property and sell the same or a sufficiency thereof to pay said indebtedness. Said sale shall be for cash to the highest bidder and as to real property shall be in accordance with Section 888 and amendments thereto of the Mississippi Code of 1942; and as to personal property shall be at such time, place and upon such notice as is required by law for the sheriff's sale of like property made under execution; and in case said land is situated in more than one county, the sale may be made in either county at the Trustee's discretion but shall be advertised in all counties where situated; and in case of personal property, it shall not be necessary that the Trustee actually have such property on hand at the place of sale. Out of the proceeds of the sale, the Trustee shall pay all indebtedness of every kind secured by this Deed of Trust, including a reasonable trustee's fee and the expenses of executing this trust.

VI. The Beneficiary or any holder of the indebtedness secured hereby may, at pleasure, appoint another person or succession of persons to act as Trustee herein, and such appointee or substitute shall have all such powers in the execution of this trust as are vested in the Trustee herein named. Such appointment by the Beneficiary may be made by any officer thereof.

VII. If, at any time, said Trustee, his successor, or successors, shall believe that the property covered by this instrument or any part thereof is endangered as security for the indebtedness secured hereby, he may take possession of such property and sell the same and apply the proceeds all as hereinbefore provided in case of default in payment of said indebtedness or any part thereof, or he may hold the same until the maturity of the indebtedness secured hereby; and in the event he should hold the same or any part thereof, all of the expenses of so doing which may be furnished by the Beneficiary shall bear interest at the rate of eight percent per annum and be secured by this instrument.

VIII. Whenever in this Deed of Trust, the context so requires, the singular number shall include the plural and the plural, the singular.

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

Witness the signature of the Grantor , this 9th day of August 19 75

FIRST REALTY BUILDING CORP.

BY: Charles E. Downs

Charles E. Downs, President

STATE OF MISSISSIPPI,)

COUNTY OF DESOTO)

Personally appeared before me, the undersigned authority in and for said County and State, the within-named Charles E. Downs, President of First Realty Building Corp.

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

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

D. Bridges Notary Public

My Commission Expires 9-25-78

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 30 minutes A. M. 22 day of Sept. 1975, and that the same has been recorded in Book 111 Page 57 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 22 day of Sept. 1975.

Fees $ 3.50 pd.

SEAL H. P. Ferguson, CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK
194 PAGE 597
THIS 31 DAY OF Dec 1975
B. B. Ferguson
CHANCERY CLERK

DEED OF TRUST

FOR VALUE RECEIVED, the undersigned FIRST REALTY BUILDING CORP.

hereinafter designated "Grantor," conveys and warrants to ROWAN H. TAYLOR

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

Lot 772, Section "D" Greenbrook Subdivision in Section 19, Township 1 South, Range 7 West, as per plat thereof recorded in plat book 9, pages 42-43 in the office of the Chancery Clerk of DeSoto County, Mississippi.

This is an extension and renewal deed of trust of those certain deeds of trust made and executed by First Realty Building Corp. to Wortman & Mann, Inc., dated May 22, 1974 and February 21, 1974, and recorded in Real Estate Trust deed book 175, page 439 and book 184, page 177, respectively, both 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:

($21,000.00) Twenty-one Thousand and 00/100---------- Dollars due on or before February 21, 1976.

bearing interest at the rate of 10.25 percent per annum from date, together with attorney's fees as therein provided.

(B) Also to secure any other indebtedness heretofore, now or hereafter contracted with the Beneficiary by the Grantor or Grantors herein, or either of them, whether such other indebtedness be evidenced by note, open account, overdraft, or any other manner whatsoever, including also any indebtedness of any Grantor made individually or as joint maker, surety, endorser, or guarantor.

(C) Also to secure the payment of any sum which may be expended by the Beneficiary or any owner or holder of the indebtedness secured hereby for taxes, insurance, and other items in the protection of this security. Such payments shall be at the option of the Beneficiary or any holder of the afore-described indebtedness and shall bear interest at the rate of eight percent per annum from date and be payable on demand.

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

II. The Grantor or Grantors covenant, agree, and bind themselves, as follows: (1) To promptly fulfill and comply with all of the terms and conditions expressed and provided for in the note or notes secured hereby; (2) To pay all indebtedness secured hereby promptly when due and payable; (3) To carry, with usual loss payable clause, such as fire, tornado and other insurance on the property covered hereby as may be required by the Beneficiary or any holder of the afore-described indebtedness, and all such insurance policies shall be deposited with the Beneficiary; (4) To pay all taxes upon said property; (5) To keep said property free of all other liens and not to use it for any illegal purpose; (6) To keep the improvements thereon in reasonable repair and not permit waste of said property; and (7) Not to sell or dispose of any of the property covered by this Deed of Trust before all the indebtedness secured hereby is fully paid.

III. All payments made, as well as the proceeds of all property described in this Deed of Trust and all collaterals held by said Beneficiary or the holder of the indebtedness secured by this Deed of Trust, whether such collaterals are placed to secure the indebtedness herein set forth or any other indebtedness to said Beneficiary or the holder of the indebtedness described in this Deed of Trust, as well as the proceeds of same, may be applied by the Beneficiary or the holder of the indebtedness secured by this Deed of Trust as they deem to their best interest and at their election.

IV. Should the Grantor or Grantors pay all indebtedness of every nature secured hereby and keep and perform all covenants herein undertaken, then this Deed of Trust shall be void.

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V. If said Grantor or Grantors shall make default in the payment of the note or notes or any installment thereon or any other indebtedness secured hereby when due and payable, or if Grantor or Grantors shall violate or breach any covenant herein contained, or if any Grantor shall have made any untrue statement in reference to the property conveyed herein as security, then, in either event, the entire indebtedness secured hereby shall, at the option of the Beneficiary or the owner or holder of said indebtedness become due and payable for the purpose of suit and/or foreclosure; and the Trustee herein named or his successor or successors shall, at the request of the Beneficiary acting by and through any officer; or of any owner of the indebtedness secured hereby, take possession of said property and sell the same or a sufficiency thereof to pay said indebtedness. Said sale shall be for cash to the highest bidder and as to real property shall be in accordance with Section 888 and amendments thereto of the Mississippi Code of 1942; and as to personal property shall be at such time, place and upon such notice as is required by law for the sheriff's sale of like property made under execution; and in case said land is situated in more than one county, the sale may be made in either county at the Trustee's discretion but shall be advertised in all counties where situated; and in case of personal property, it shall not be necessary that the Trustee actually have such property on hand at the place of sale. Out of the proceeds of the sale, the Trustee shall pay all indebtedness of every kind secured by this Deed of Trust, including a reasonable trustee's fee and the expenses of executing this trust.

VI. The Beneficiary or any holder of the indebtedness secured hereby may, at pleasure, appoint another person or succession of persons to act as Trustee herein, and such appointee or substitute shall have all such powers in the execution of this trust as are vested in the Trustee herein named. Such appointment by the Beneficiary may be made by any officer thereof.

VII. If, at any time, said Trustee, his successor, or successors, shall believe that the property covered by this instrument or any part thereof is endangered as security for the indebtedness secured hereby, he may take possession of such property and sell the same and apply the proceeds all as hereinbefore provided in case of default in payment of said indebtedness or any part thereof, or he may hold the same until the maturity of the indebtedness secured hereby; and in the event he should hold the same or any part thereof, all of the expenses of so doing which may be furnished by the Beneficiary shall bear interest at the rate of eight percent per annum and be secured by this instrument.

VIII. Whenever in this Deed of Trust, the context so requires, the singular number shall include the plural and the plural, the singular.

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

Witness the signature of the Grantor , this 21st day of August 1975

FIRST REALTY BUILDING CORP.

BY: Charles E. Downs

Charles E. Downs, President

STATE OF MISSISSIPPI,)

COUNTY OF DESOTO)

Personally appeared before me, the undersigned authority in and for said County and State, the within-named Charles E. Downs, President of First REalty Building Corp.

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 21st day of August 1975

Notary Public

My Commission Expires 9-25-78

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COUNT

STATE

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 Sept. 1975, and that the same has been recorded in Book 191 Page 59 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 22 day of Sept. 1975.

Fees $ 3.50 paid.

SEAL H. P. Ferguson, CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK
205 PAGE 911
THIS 17 DAY OF Dec 1976
H. D. Ferguson
CHANCERY CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK
205 PAGE 121
THIS 20 DAY OF Oct. 1976
H. D. Ferguson
CHANCERY CLERK

25⁰

REAL ESTATE
DEED OF TRUST–MISSISSIPPI

First Payment Date	Final Payment Date	Loan Number	Date of Note	No. of Pay'ts	Amt. of Each Pay't
11-3-75	9-19-78	5891-	9-19-75	35 1	127.75 251.87
Agreed Rate of Chg.	**Cash to Borrower**	**Recording Fees**	**Vehicle Ins. Premium**	**Household Goods Insurance Premium**	
15.00APR	4997.50	2.50			
Accident & Health Insurance Premium	**Life Ins. Premium**	**Prin. Am't of Loan**	**Interest and Charges**	**Amount of Note**	
	294.61	5294.61	1821.51	7116.12	

(GRANTORS)
(Names and Addresses)

~~Xxxxx~~ Patricia Garnett Miller
~~Xxxxxxxxxxxxxxx~~
Charles Laverne Miller
Rt 1, Box 3062
Walls, Ms

(GRANTEE)

COMMERCIAL CREDIT PLAN, Inc.
A Tennessee Corp hereinafter called Commercial Credit Plan, Inc.
1466 Elvis Presley Blvd
Memphis
~~MISSISSIPPI~~ Tennessee

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

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

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

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

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

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

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

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

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

Lot 41, Allen Subdivision, Section B, located in DeSoto county, Mississippi, Section 32, Township 1 South, Range 8 West, as recorded on page 11 of Plat Book 1 in the Chancery Clerk's Office, DeSoto County Court Building, Hernando, Mississippi as per survey of J. E. Osborne, R. E., #1131, dated September 19th, 1973

Liens or Encumbrances against Realty (If none, insert "None") North Mississippi Savings and Loan

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

IN WITNESS WHEREOF, Grantors have hereunto set their hands and seals, this September 19th 19 75.

Signed, sealed and delivered in the presence of:

J Moore
L Yates

Charles Laverne Miller (Seal)
Patricia B Miller (Seal)

(See over for Acknowledgment)

FORM 2420-A MISSISSIPPI 12-69

Original—For Recording
Duplicate—Office File
Triplicate—Customer

62

ACKNOWLEDGMENT

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

That on this 19 day of Sep, 1975, before me, the subscriber, a NOTARY PUBLIC of the State and County aforesaid, personally appeared Charles Laverne Milley & Patricia B. Milley

the Grantors named in the Deed of Trust appearing on the reverse side hereof and acknowledged that they executed and delivered the same on the day and year therein mentioned.

Given under my hand the day and year above written.

J Meance
Notary Public.

My Commission expires 4-20-76

(Notarial Seal)

[illegible] PEARCE
NOTARY
[illegible]

Commercial Credit Corp.
Williams Box 16012
Memphis, Tenn.
38116

DEED O
Tru
Commerci

Received for record t
of Sept.
at 10:30
Recorded in
No.
By
Oct. 2.50

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 Sept. 1975, and that the same has been
recorded in Book 191 Page 61 records of REAL ESTATE TRUST DEEDS
of said County.
Witness my hand and seal this the 22 day of Sept. 1975.

Fees 2.50

SEAL H. D. Ferguson, CLERK

63

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 Will E. Renfro and wife, Onia Renfro

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

One dated the 25th day of February, 19 75, and recorded in Book 171 at Page 491.

The north half of the Southwest quarter of Section 20, Township 1, Range 7 West, containing 20 acres, more or less, less and except 1/2 acre in the Southwest corner thereof, said half acre being described as beginning at the southwest corner of the above described 20 acres tract, thence north 147 feet to a stake, thence east 147 feet to a stake, thence South 147 feet to a stake, thence west 147 feet to the point of beginning.

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 19th day of September, 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 aforesaid, the within named H. W. Williams

of the Coahoma National Bank

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

Given under my hand and seal of office, this the 19th day of September, 1975.

Nancy J. Sutton
Notary Public

My Commission Expires Jan. 27, 1979

CLARKSDALE PRINTING CO.

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock
30 minutes A M. 22 day of Sept. 1975, and that the same has been
recorded in Book 191 Page 63 records of REAL ESTATE TRUST DEEDS
of said County.
Witness my hand and seal this the 22 day of Sept. 1975.

2.50

H. P. Ferguson, CLERK

64

BY: (Mrs.) Virginia Rimer
FOR:The First National Bank of Memphis
165 Madison Ave.
Memphis, Tenn. 38103

This instrument prepared by:

TRUST DEED RELEASE

WHEREAS, By the hereinafter described trust deed, heretofore recorded in the Register's Office of / DeSoto County, Mississippi certain real property was conveyed by the hereinafter named grantor, to David G. Williams and Joseph S. Sims as Trustee, for the purpose of securing the payment and indebtedness evidenced by notes fully described in such trust deed; and

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

WHEREAS, Said trust deed are briefly described as follows, to-wit:

GRANTOR	Date of Instrument	Recorded	Description of Property
		Book 150 Page 47	
Timothy P. Murray and wife Donna A. Murray	11-1-72		Lot 303, 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.

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

The undersigned, The First National Bank of Memphis, covenants with the said grantor-s that the-y the legal owner-s and holde-s of the notes described in and secured by said trust deed, and that t he-y have the lawful right to release and discharge the lien thereof.

IN WITNESS WHEREOF the said The First National Bank of Memphis 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 19th day of September 19 75

ATTEST
BY: Peggy Jo Langford
Peggy Jo Langford, For Cashier

THE FIRST NATIONAL BANK OF MEMPHIS
BY: Roger Hammons
Roger Hammons, Operations Officer

STATE OF TENNESSEE }
COUNTY OF SHELBY }

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

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

Notary Public

My commission expires ____ day of ____, 19____

STATE OF TENNESSEE }
COUNTY OF SHELBY }

Before me, a Notary Public in and for said State and County duly commissioned and qualified, personally appeared Roger Hammons with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the OPERATIONS OFFICER of the First Natl Bank of Memphis the within named bargainor, a corporation, and that he as such OPERATIONS OFFICER being authorized so to do, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by himself as OPERATIONS OFFICER.

WITNESS my hand and seal at office in Memphis, Tennessee, this 19th day of September 19 75

H. Virginia Rimer
Notary Public

My commission expires MY COMMISSION EXPIRES NOV. 6, 1976 day of ____, 19____

* Do not write below this line - FOR REGISTERS USE ONLY *

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock 30 minutes A M. 22 day of Sept. 1975, and that the same has been recorded in Book 141 Page 64 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this 22 day of Sept. 1975.

2.50

H. P. Ferguson, CLERK

AT-301 A-ST
Rev. 10-9-72

Mtgr. Edwin C. & Jean S. Hardin

FNMA No. 123-5368257

FHA/VA No. LH 80606, Miss.

STATE OF MISSISSIPPI)
)ss.
COUNTY OF DESOTO)

FULL RELEASE OF LIEN

FOR VALUE RECEIVED, the undersigned, FEDERAL NATIONAL MORTGAGE ASSOCIATION, a corporation organized under laws of the United States, having its principal office in the City of Washington, District of Columbia, does hereby acknowledge receipt of payment in full of the following described Deed of Trust and the indebtedness thereby secured, to wit:

Mortgage dated 16th December 1969, executed by Roger Lee Benson and wife Frances P. Benson, to COLONIAL SAVINGS & LOAN, in the original principal amount of $ 20,000.00, said mortgage recorded in Book 114, Page 335, Office of the Judge of Probate Court, Desoto County, Mississippi; transferred to FEDERAL NATIONAL MORTGAGE ASSOCIATION by COLONIAL SAVINGS & LOAN by Assignment dated 12th January 1970 and recorded in Book 115, Page 23, aforesaid records.

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 David J. Evans its, duly authorized Assistant Vice President, this 16th day of September, 19 75.

FEDERAL NATIONAL MORTGAGE ASSOCIATION (SEAL)

By: David J. Evans
David J. Evans Assistant Vice President

STATE OF GEORGIA)
)SS.
COUNTY OF FULTON)

Personally appeared before me, the undersigned Notary Public in and for the aforesaid County and State, David J. Evans who acknowledged that he is the Assistant Vice President of Federal National Mortgage Association and that, for and on behalf of said corporation and as its act and deed, he signed and delivered the foregoing instrument on the day and year therein mentioned, being first duly authorized to do so by said corporation.

Witness my signature and official seal this 16th day of September, 19 75.

M. M. Howard
Notary Public, Georgia at Large
My Commission Expires:
(SEAL)

Notary Public, Georgia, State at Large
My Commission Expires June 22, 1976

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 Sept. 1975, and that the same has been recorded in Book 191 Page 65 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 22 day of Sept. 1975.
Fee Paid 2.50
H. P. Ferguson, CLERK

66

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 ROGER A. WHEELER AND WIFE, BENNYE A. WHEELER to SOUTHAVEN SAVINGS & LOAN ASSOCIATION and recorded in Book 83 at Page 639, and which deed of trust was assigned by SOUTHAVEN SAVINGS & LOAN ASSOCIATION to CORAL GABLES FEDERAL SAVINGS & LOAN ASSOCIATION, as shown by assignment recorded in Book 141 at Page 414, all of the record of Deeds or Deeds of Trust on file in your office.

This 16th day of September, 1975.

CORAL GABLES FEDERAL SAVINGS & LOAN ASSOCIATION

By Rickey C. Mitchell
Rickey C. Mitchell, Asst. Vice President

By Ann W. Fieler
Ann W. Fieler, Assistant Secretary

STATE OF FLORIDA

COUNTY OF DADE

Personally came and appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named Rickey C. Mitchell and Ann W. Fieler, who acknowledge to me that they are Asst. Vice President and Assistant Secretary respectively, of Coral Gables Federal Savings & Loan Association, a corporation, and that for and on behalf of said corporation and as its act and deed, they signed, sealed and delivered the above foregoing instruments of writing on the day and in the year therein mentioned, they being first duly authorized so to do by said corporation.

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

Susan B. Hopcourt
NOTARY PUBLIC

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES SEPT. 27, 1979
BONDED THRU GENERAL INSURANCE UNDERWRITERS

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 Sept. 1975, and that the same has been
recorded in Book 191 Page 66 records of REAL ESTATE TRUST DEEDS
of said County.

Witness my hand and seal this the 22 day of Sept. 1975.

2.50

H. P. Ferguson, CHANCERY CLERK

67

CANCELLED BY AUTHORITY RECORDED IN BOOK 207 PAGE 676
THIS 19 DAY OF Dec. 1975
CHANCERY CLERK

Mississippi Bankers Association
Form No. 1
(Revised Dec. 1968)
LAND

DEED OF TRUST
LAND

THIS INDENTURE, this day made and entered into between DUTCH MILTON NICHOLS

AND WIFE, DOROTHY H. NICHOLS

of the first part, hereinafter designated as the Grantor,

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

BANK OF MISSISSIPPI of the third part, hereinafter designated as the Beneficiary.

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

TWENTY FIVE THOUSAND AND NO/100---------- DOLLARS

($ 25,000.00) evidenced by one promissory note of even date herewith in favor of the beneficiary, bearing interest at the rate of 10 per centum per annum after date , providing for the payment of attorney's fees in case of default and being due and payable as follows, to-wit:

This note shall be due and payable on or before the 1st day of December, 1975.

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

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

COUNTY OF DESOTO

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

Beginning at a stake 105 feet West of the Northwest corner of the Mrs. J. B. Ellis lot on Lot 6 in Block 11 as shown by the Official Map of the Town of Olive Branch on file in the office of the Chancery Court Clerk of DeSoto County, Mississippi, running thence South 210 feet to a stake; thence West 105 feet to a stake; thence North 210 feet to a stake; thence East 105 feet to the point of beginning. And being in the Northeast Quarter of Section 34, Township 1, Range 6 West.

Copyright Mississippi Bankers Association

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

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

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

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

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

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

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

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

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

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

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

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

IN TESTIMONY WHEREOF, witness the signature of the grantor this the 16th day of September 1975.

DUTCH MILTON NICHOLS

DOROTHY H. NICHOLS

NOTARY PUBLIC

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 DUTCH MILTON NICHOLS AND WIFE, DOROTHY H. NICHOLS who severally acknowledged that they signed and delivered the above and foregoing deed of trust on the day and year therein mentioned.

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

My Commission Expires: May 18, 1976

Austin B. Jones
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. 22 day of Sept. 1975, and that the same has been recorded in Book 191 Page 67 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 22 day of Sept. 1975.

5.00

H. L. Ferguson

70

Mississippi

ASSIGNMENT OF
DEED OF TRUST

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

FEDERAL NATIONAL MORTGAGE ASSOCIATION, ATLANTA, GEORGIA,

that certain Deed of Trust executed by

JOHN CALVIN DARBY, JR. and wife, RUTH ELIZABETH DARBY,

to C. B. HENLEY, Trustee, for the benefit of Bailey Mortgage Company, dated September 3, 1975, securing a note in the sum of $27,350.00 recorded in Book 190, Page 399, of the office of the ChanceryClerk of DeSoto, County, Mississippi, together with the indebtedness secured thereby.

IN WITNESS WHEREOF the undersigned has executed this Assignment through its duly authorized officer and has caused its corporate seal to be thereunto affixed on this, the 19th day of September, 1975.

BAILEY MORTGAGE COMPANY

William Cook, Vice President

STATE OF MISSISSIPPI

COUNTY OF HINDS.....

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named William Cook, who acknowledged to me that he is Vice President of Bailey Mortgage Company, a Mississippi corporation, and that he signed and delivered the above and foregoing instrument and affixed the corporate seal of said corporation thereto, acting for and in behalf of said corporation, after having been duly authorized so to act.

GIVEN under my hand and official seal, this the 19th day of September, 19 75.

Margaret Jacqueline Moore
NOTARY PUBLIC

My Commission Expires Feb. 22, 1978

BMC-14

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 8 o'clock
25 minutes A. M. 22 day of Sept. 1975, and that the same has been
recorded in Book 191 page 70 records of REAL ESTATE TRUST DEEDS
of said County.

2.50

22 Sept.

H. H. Ferguson

PARTIAL RELEASE

FOR A VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, THE LOMAS & NETTLETON COMPANY, does hereby release from the lien of the Deed of Trust given by STAR LAND DEVELOPMENT CORPORATION, to John F. Sexton, Trustee for the benefit of The Lomas & Nettleton Company, which Deed of Trust is dated the 8th day of March, 1973, and recorded in Deed of Trust Book 155, Page 258, in the Office of the Chancery Clerk of DeSoto County, Mississippi, the following land located in DeSoto County, Mississippi, described as follows, to-wit:

Lots 414, 450, 470, 473, 502, 515, 518, 557, 575, 576, 592, 596, 604, 608, 625, 626, 638, 641, and 661, Section C, Bridgetown Subdivision, as shown by plat recorded in Plat Book 13, Page 42 in the office of the Chancery Clerk of DeSoto County, Mississippi, in Section 23, Township 2, Range 7 West.

In all other respects said Deed of Trust recorded in Deed of Trust Book 155, Page 258, shall remain in full force and effect.

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

WITNESS the signature of THE LOMAS & NETTLETON COMPANY, by its duly authorized officer, this the 15th day of ~~August~~ September, 1975.

THE LOMAS & NETTLETON COMPANY

BY: Lanelle Latendresse
LANELLE LATENDRESSE, Vice-President

STATE OF TEXAS
COUNTY OF DALLAS

This day personally appeared before me, the undersigned authority in and for said county and state, the within named LANELLE LATENDRESSE, VICE PRESIDENTof THE LOMAS & NETTLETON COMPANY, who acknowledged that acting for and on behalf of said corporation and being fully authorized thereto, she 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 16th day of ~~August~~ September, 1975.

My commission expires:
June 1 1977

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. 22 day of Sept. 1975, and that the same has been recorded in Book 141 Page 71 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 22 day of Sept. 1975.

Fees $5.20 pd.

SEAL H. P. Ferguson, CLERK

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PARTIAL RELEASE

FOR A VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, THE LOMAS & NETTLETON COMPANY, does hereby release from the lien of the Deed of Trust given by STAR LAND DEVELOPMENT CORPORATION, to JOHN F. SEXTON, Trustee for the benefit of The Lomas & Nettleton Company, which Deed of Trust is dated the 8th day of March, 1973, and recorded in Deed of Trust Book 155, Page 258, in the Office of the Chancery Clerk of DeSoto County, Mississippi, the following land located in DeSoto County, Mississippi, described as follows, to-wit:

Lots 411, 412, 449, 456, 457, 472, 475, 490, 493, 506, 553, 570, 571, 585, 589, 591, 594, 599, 603, 605, 607, 613, 615, 617, 618, 621, 629, 633, 639, and 648, Section C, Bridgetown Subdivision, as shown by the plat recorded in Plat Book 13, Page 42 in the office of the Chancery Clerk of DeSoto County, Mississippi, in Section 23, Township 2, Range 7 West.

In all other respects said Deed of Trust recorded in Deed of Trust Book 155, Page 258, shall remain in full force and effect.

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

WITNESS the signature of THE LOMAS & NETTLETON COMPANY, by its duly authorized officer, this the 15th day of ~~August~~ September, 1975.

THE LOMAS & NETTLETON COMPANY

BY: Lanelle Latendresse
LANELLE LATENDRESSE, Vice-President

STATE OF TEXAS
COUNTY OF DALLAS

This day personally appeared before me, the undersigned authority in and for said county and state, the within named LANELLE LATENDRESSE, VICE PRESIDENT of THE LOMAS & NETTLETON COMPANY, who acknowledged that acting for and on behalf of said corporation and being fully authorized thereto, she 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 15th day of September, 1975.

My commission expires:
June 1, 1977

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. 22 day of Sept. 1975, and that the same has been
recorded in Book 191 Page 72 records of REAL ESTATE TRUST DEEDS
of said County.
Witness my hand and seal of office this 22 day of Sept. 1975.
6.85
H. P. Ferguson

Eighteenth Supplemental Indenture
~~Assignment~~ of this Instrument Recorded In
Real Estate TD Book
No. 284 Page 443
This the 16 day of June 19 82
W. B. Ferguson
~~Sheriff~~

EXECUTED IN 9 COUNTERPARTS OF
WHICH THIS IS COUNTERPART NO. 16

MISSISSIPPI POWER & LIGHT COMPANY

TO

IRVING TRUST COMPANY

AND

D. W. MAY

(successor to Frederick G. Herbst, Richard H. West, J. A. Austin, E. J. McCabe and Robert T. Lavender)

As Trustees under Mississippi Power & Light Company's Mortgage and Deed of Trust, dated as of September 1, 1944

Seventeenth Supplemental Indenture

Providing among other things for

First Mortgage Bonds, 10⅞% Series due September 1, 2005

Dated as of September 1, 1975

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SEVENTEENTH SUPPLEMENTAL INDENTURE

INDENTURE, dated as of the first day of September, 1975, made and entered into by and between MISSISSIPPI POWER & LIGHT COMPANY, a corporation of the State of Mississippi (successor by merger to Mississippi Power & Light Company, a corporation of the State of Florida) whose post office address is P. O. Box 1640, Jackson, Mississippi 39205 (hereinafter sometimes called the "Company"), and IRVING TRUST COMPANY, a corporation of the State of New York, whose post office address is One Wall Street, New York, New York 10015 (hereinafter sometimes called the "Corporate Trustee"), and D. W. MAY, (successor to Frederick G. Herbst, Richard H. West, J. A. Austin, E. J. McCabe and Robert T. Lavender), whose post office address is 578 Hunt Lane, Manhasset, New York 11030 (hereinafter sometimes called the "Co-Trustee"), (the Corporate Trustee and the Co-Trustee being hereinafter together sometimes called the "Trustees"), as Trustees under the Mortgage and Deed of Trust, dated as of September 1, 1944 (hereinafter called the "Mortgage"), which Mortgage was executed and delivered by Mississippi Power & Light Company, a corporation of the State of Florida (hereinafter sometimes called the "Company—Florida"), to Irving Trust Company and Frederick G. Herbst to secure the payment of bonds issued or to be issued under and in accordance with the provisions of the Mortgage, reference to which Mortgage is hereby made, this Indenture (hereinafter called the "Seventeenth Supplemental Indenture") being supplemental thereto;

WHEREAS, the Mortgage was or is to be recorded in various counties in the State of Mississippi, which counties include or will include all counties in which this Seventeenth Supplemental Indenture is to be recorded; and

WHEREAS, an instrument, dated as of July 13, 1945, was executed by the Company—Florida appointing Richard H. West as Co-Trustee under the Mortgage in succession to said Frederick G. Herbst (deceased) and by Richard H. West accepting such appointment as Co-Trustee under the Mortgage in succession to said Frederick G. Herbst, which instrument was recorded in various counties in the State of Mississippi; and

WHEREAS, an instrument, dated as of January 29, 1953, was executed by the Company—Florida appointing J. A. Austin as Co-Trustee under the Mortgage in succession to said Richard H. West (resigned) and by J. A. Austin accepting such appointment as Co-Trustee under the Mortgage in succession to said Richard H. West, which instrument was recorded in various counties in the State of Mississippi; and

WHEREAS, by the Mortgage, the Company—Florida covenanted that it would execute and deliver such supplemental indenture or indentures and such further instruments and do such further acts as might be necessary or proper to carry out more effectually the purposes of the Mortgage and to make subject to the lien of the Mortgage any property thereafter acquired and intended to be subject to the lien thereof; and

WHEREAS, the Company—Florida executed and delivered to the Trustees its First Supplemental Indenture, dated as of June 1, 1947, its Second Supplemental Indenture, dated as of January 1, 1949, its Third Supplemental Indenture, dated as of June 1, 1950, its Fourth Supplemental Indenture, dated as of March 1, 1953, and its Fifth Supplemental Indenture, dated as of April 1, 1958, as supplements to the Mortgage, which Supplemental Indentures were recorded in various counties in the State of Mississippi; and

WHEREAS, the Company—Florida was merged into the Company on May 1, 1963, and to evidence the succession of the Company to the Company—Florida and the assumption by the Company of the covenants and conditions of the Company—Florida in the bonds and in the Mortgage contained and to enable the Company to have and exercise the powers and rights of the Company—Florida under the Mortgage in accordance with the terms thereof the Company executed and delivered to the Trustees its Sixth Supplemental Indenture, dated as of May 1, 1963, as a supplement to the Mortgage, which Supplemental Indenture was recorded in various counties in the State of Mississippi; and

WHEREAS, an instrument, dated as of January 11, 1966, was executed by the Company appointing E. J. McCabe as Co-Trustee under the Mortgage in succession to said J. A. Austin (resigned) and by E. J. McCabe accepting such appointment as Co-Trustee under the Mortgage in succession to said J. A. Austin, which instrument was recorded in various counties in the State of Mississippi; and

WHEREAS, the Company executed and delivered to the Trustees its Seventh Supplemental Indenture, dated as of March 1, 1965, its Eighth Supplemental Indenture, dated as of January 1, 1966, its Ninth Supplemental Indenture, dated as of November 1, 1966, its Tenth Supplemental Indenture, dated as of December 1, 1969, its Eleventh Supplemental Indenture, dated as of August 1, 1970, its Twelfth Supplemental Indenture, dated as of May 1, 1972, its Thirteenth Supplemental Indenture, dated as of February 1, 1973, its Fourteenth Supplemental Indenture, dated as of September 1, 1973 and its Fifteenth Supplemental Indenture, dated as of April 1, 1974 as supplements to the Mortgage, which Supplemental Indentures were recorded in various counties in the State of Mississippi; and

WHEREAS, in the Thirteenth Supplemental Indenture Robert T. Lavender was appointed by the Company as Co-Trustee under the Mortgage in succession to said E. J. McCabe (resigned) and in the Thirteenth Supplemental Indenture Robert T. Lavender accepted such appointment as Co-Trustee under the Mortgage in succession to said E. J. McCabe; and

WHEREAS, an instrument, dated as of July 6, 1973, was executed by the Company appointing D. W. May as Co-Trustee under the Mortgage in succession to said Robert T. Lavender (resigned) and by D. W. May accepting such appointment as Co-Trustee under the Mortgage in succession to said Robert T. Lavender, which instrument was recorded in various counties in the State of Mississippi; and

WHEREAS, the Company executed and delivered to the Trustees its Sixteenth Supplemental Indenture, dated as of May 1, 1974, as a supplement to the Mortgage, which Supplemental Indenture was recorded in various counties in the State of Mississippi as follows:

Counties in Mississippi	Date Filed For Record	Recorded	
		Book	Page
Adams	5/29/74	248	526
Amite	5/29/74	126	207
Attala	5/29/74	296	263
Bolivar—First District	5/31/74	H-57	309
Bolivar—Second District	5/29/74	N-176	165
Calhoun	5/29/74	A-95	95
Carroll—First District	5/29/74	82	568
Carroll—Second District	5/29/74	8B	155
Choctaw	5/29/74	68	28
Claiborne	5/29/74	8W	559
Coahoma	5/29/74	441	528
Copiah	5/29/74	271	129

Counties in Mississippi	Date Filed For Record	Recorded	
		Book	Page
Covington	5/29/74	316	261
DeSoto	5/29/74	175	567
Franklin	5/29/74	141	139
Grenada	5/29/74	A-42	124
Hinds—First District	5/29/74	2202	383
Hinds—Second District	5/30/74	119	313
Holmes	5/29/74	156	516
Humphreys	5/29/74	130	5
Issaquena	5/29/74	A-15	461
Jefferson	5/29/74	55	111
Jefferson Davis	5/29/74	327	332
Lawrence	5/29/74	245	79
Leake	5/29/74	KY	496
Leflore	5/29/74	250	146
Lincoln	5/29/74	652	244
Madison	5/29/74	403	362
Montgomery	5/29/74	100	317
Panola—First District	5/29/74	165	56
Panola—Second District	5/29/74	402	143
Pike	5/29/74	234	489
Quitman	5/29/74	114	508
Rankin	5/29/74	254	105
Scott	5/29/74	374	389
Sharkey	5/29/74	169	379
Simpson	5/29/74	608	355
Smith	5/29/74	290	277
Sunflower	5/29/74	T20	327
Tallahatchie—First District	5/29/74	287	152
Tallahatchie—Second District	5/29/74	191	276
Tate	5/29/74	302	212
Tunica	5/29/74	88	378
Walthall	5/29/74	114	415
Warren	5/29/74	517	487
Washington	5/29/74	1312	139
Webster	5/29/74	78	245
Wilkinson	5/29/74	52	230
Yalobusha—First District	5/21/74	53	220
Yalobusha—Second District	5/29/74	C-22	276
Yazoo	5/29/74	60B	691

; and

WHEREAS, in addition to the property described in the Mortgage, as heretofore supplemented, the Company has acquired certain other property, rights and interests in property; and

WHEREAS, the Company (or the Company—Florida) has heretofore issued, in accordance with the provisions of the Mortgage, as supplemented, the following series of First Mortgage Bonds:

Series	Principal Amount Issued	Principal Amount Outstanding
3⅛% Series due 1974	$12,000,000	none
2⅞% Series due 1977	$ 8,500,000	$ 8,498,000
3⅛% Series due 1979	$ 7,500,000	$ 7,500,000
2⅞% Series due 1980	$ 7,500,000	$ 7,500,000
3⅛% Series due 1983	$12,000,000	$12,000,000
4⅛% Series due 1988	$15,000,000	$15,000,000
4⅝% Series due 1995	$20,000,000	$20,000,000
5⅛% Series due 1996	$25,000,000	$25,000,000
6⅜% Series due 1996	$10,000,000	$10,000,000
9⅜% Series due 1999	$20,000,000	$20,000,000
9¼% Series due 2000	$17,500,000	$17,500,000
7¾% Series due 2002	$15,000,000	$15,000,000
7¾% Series due 2003	$30,000,000	$30,000,000
8¼% Series due September 1, 2003	$20,000,000	$20,000,000
9⅜% Series due 2004	$25,000,000	$25,000,000

which bonds are also hereinafter sometimes called bonds of the First through Fifteenth Series, respectively; and

WHEREAS, Section 8 of the Mortgage provides that the form of each series of bonds (other than the First Series) issued thereunder and of the coupons to be attached to coupon bonds of such series shall be established by resolution of the Board of Directors of the Company and that the form of such series, as established by said Board of Directors, shall specify the descriptive title of the bonds and various other terms thereof, and may also contain such provisions not inconsistent with the provisions of the Mortgage as the Board of Directors may, in its discretion, cause to be inserted therein expressing or referring to the terms and conditions upon which such bonds are to be issued and/or secured under the Mortgage; and

WHEREAS, Section 120 of the Mortgage provides, among other things, that any power, privilege or right expressly or impliedly reserved to or in any way conferred upon the Company by any provision of the Mortgage, whether such power, privilege or right is in any way restricted or is unrestricted, may be in whole or in part waived or surrendered or subjected to any restriction if at the time unrestricted or to additional restriction if already restricted, and the Company may enter into any further covenants, limitations or restrictions for the benefit of any one or more series of bonds issued thereunder, or the Company may cure any ambiguity contained therein, or in any supplemental indenture, or may establish the terms and provisions of any series of bonds other than said First Series, by an instrument in writing executed and acknowledged by the Company in such manner as would be necessary to entitle a conveyance of real estate to record in all of the States in which any property at the time subject to the lien of the Mortgage shall be situated; and

WHEREAS, the Company now desires to create a new series of bonds and to add to its covenants and agreements contained in the Mortgage, as heretofore supplemented, certain other covenants and agreements to be observed by it and to alter and amend in certain respects the covenants and provisions contained in the Mortgage, as heretofore supplemented; and

WHEREAS, the execution and delivery by the Company of this Seventeenth Supplemental Indenture, and the terms of the bonds of the Sixteenth Series, hereinafter referred to, have been duly authorized by the Board of Directors of the Company by appropriate resolutions of said Board of Directors;

NOW, THEREFORE, THIS INDENTURE WITNESSETH: That the Company, in consideration of the premises and of One Dollar to it duly paid by the Trustees at or before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, and in further evidence of assurance of the estate, title and rights of the Trustees and in order further to secure the payment both of the principal of and interest and premium, if any, on the bonds from time to time issued under the Mortgage, according to their tenor and effect and the performance of all the provisions of the Mortgage (including any instruments supplemental thereto and any modification made as in the Mortgage provided) and of said bonds, hereby grants, bargains, sells, releases, conveys, assigns, transfers, mortgages, pledges,

hypothecates, affects, sets over and confirms (subject, however, to Excepted Encumbrances as defined in Section 6 of the Mortgage) unto D. W. May and (to the extent of its legal capacity to hold the same for the purposes hereof) to Irving Trust Company, as Trustees under the Mortgage, and to their successor or successors in said trust, and to them and their successors and assigns forever, all property, real, personal and mixed, acquired by the Company after the date of the execution and delivery of the Sixteenth Supplemental Indenture (except any herein or in the Mortgage, as heretofore supplemented, expressly excepted), now owned (including but not limited to that located in the following counties in the State of Mississippi: Adams, Amite, Attala, Bolivar, Calhoun, Carroll, Choctaw, Claiborne, Coahoma, Copiah, Covington, DeSoto, Franklin, Grenada, Hinds, Holmes, Humphreys, Issaquena, Jefferson, Jefferson Davis, Lawrence, Leake, Leflore, Lincoln, Madison, Montgomery, Panola, Pike, Quitman, Rankin, Scott, Sharkey, Simpson, Smith, Sunflower, Tallahatchie, Tate, Tunica, Walthall, Warren, Washington, Webster, Wilkinson, Yalobusha and Yazoo) or, subject to the provisions of Section 87 of the Mortgage, hereafter acquired by the Company (by purchase, consolidation, merger, donation, construction, erection or in any other way) and wheresoever situated, including (without in any wise limiting or impairing by the enumeration of the same the scope and intent of the foregoing) all lands, power sites, flowage rights, water rights, water locations, water appropriations, ditches, flumes, reservoirs, reservoir sites, canals, raceways, dams, dam sites, aqueducts, and all other rights or means for appropriating, conveying, storing and supplying water; all rights of way and roads; all plants for the generation of electricity by steam, water and/or other power; all power houses, gas plants, street lighting systems, standards and other equipment incidental thereto, telephone, radio and television systems, air conditioning systems and equipment incidental thereto, water works, water systems, steam heat and hot water plants, substations, lines, service and supply systems, bridges, culverts, tracts, ice or refrigeration plants and equipment, offices, buildings and other structures and the equipment thereof; all machinery, engines, boilers, dynamos, electric, gas and other machines, regulators, meters, transformers, generators, motors, electrical, gas and mechanical appliances, conduits, cables, water, steam heat, gas or other pipes, gas mains and pipes, service pipes, fittings, valves and connections, pole and transmission lines, wires, cables, tools, implements, apparatus, furniture and chattels; all municipal and other franchises, certificates of

public convenience and necessity, consents or permits; all lines for the transmission and distribution of electric current, gas, steam heat or water for any purpose, including towers, poles, wires, cables, pipes, conduits, ducts and all apparatus for use in connection therewith; all real estate, lands, easements, servitudes, licenses, permits, franchises, certificates of public convenience and necessity, privileges, rights of way and other rights in or relating to real estate or the occupancy of the same and (except as herein or in the Mortgage, as heretofore supplemented, expressly excepted) all the right, title and interest of the Company in and to all other property of any kind or nature appertaining to and/or used and/or occupied and/or enjoyed in connection with any property hereinbefore or in the Mortgage, as heretofore supplemented, described.

TOGETHER WITH all and singular the tenements, hereditaments, prescriptions, servitudes and appurtenances belonging or in any wise appertaining to the aforesaid property or any part thereof, with the reversion and reversions, remainder and remainders and (subject to the provisions of Section 57 of the Mortgage) the tolls, rents, revenues, issues, earnings, income, product and profits thereof, and all the estate, right, title and interest and claim whatsoever, at law as well as in equity, which the Company now has or may hereafter acquire in and to the aforesaid property and franchises and every part and parcel thereof.

IT IS HEREBY AGREED by the Company that, subject to the provisions of Section 87 of the Mortgage, all the property, rights, franchises and certificates of public convenience and necessity acquired by the Company (by purchase, consolidation, merger, donation, construction, erection or in any other way) after the date hereof, except any herein or in the Mortgage, as heretofore supplemented, expressly excepted, shall be and are as fully granted and conveyed hereby and by the Mortgage and as fully embraced within the lien hereof and the lien of the Mortgage, as if such property, rights, franchises and certificates of public convenience and necessity were now owned by the Company and were specifically described herein or in the Mortgage and conveyed hereby or thereby.

PROVIDED THAT the following are not and are not intended to be now or hereafter granted, bargained, sold, released, conveyed, assigned, transferred, mortgaged, hypothecated, affected, pledged, set over or confirmed hereunder and are hereby expressly excepted from the lien and operation of this Seventeenth Supplemental Indenture and from the lien and operation of the Mortgage, as heretofore supplemented, viz.: (1) cash, shares of stock, bonds, notes and other obligations and other securities not hereafter specifically pledged, paid, deposited, delivered or held under the Mortgage or covenanted so to be; (2) merchandise, equipment, apparatus, materials or supplies held for the purpose of sale or other disposition or consumable in the use in the operation of any of the properties of the Company; rolling stock, buses, motor coaches, automobiles and other vehicles and all aircraft; (3) bills, notes and accounts receivable, judgments, demands and choses in action, and all contracts, leases and operating agreements not specifically pledged under the Mortgage or covenanted so to be; (4) the last day of the term of any lease or leasehold which may hereafter become subject to the lien of the Mortgage; (5) electric energy, gas, ice, and other materials or products generated, manufactured, produced or purchased by the Company for sale, distribution or use in the ordinary course of its business; all timber, minerals, mineral rights and royalties; (6) the Company's franchise to be a corporation; and (7) any property and rights heretofore released from the lien of the Mortgage; provided, however, that the property and rights expressly excepted from the lien and operation of this Seventeenth Supplemental Indenture and from the lien and operation of the Mortgage, as heretofore supplemented, in the above subdivisions (2) and (3) shall (to the extent permitted by law) cease to be so excepted in the event and as of the date that either or both of the Trustees or a receiver or trustee shall enter upon and take possession of the Mortgaged and Pledged Property in the manner provided in Article XIII of the Mortgage by reason of the occurrence of a Default as defined in Section 65 thereof.

TO HAVE AND TO HOLD all such properties, real, personal and mixed, granted, bargained, sold, released, conveyed, assigned, transferred, mortgaged, hypothecated, affected, pledged, set over or confirmed by the Company as aforesaid, or intended so to be, unto D. W. May and (to the extent of its legal capacity to hold the same for the purposes hereof) to Irving Trust Company, as Trustees, and their successors and assigns forever.

IN TRUST NEVERTHELESS, for the same purposes and upon the same terms, trusts and conditions and subject to and with the same provisos and

covenants as are set forth in the Mortgage, as heretofore supplemented, this Seventeenth Supplemental Indenture being supplemental to the Mortgage.

AND IT IS HEREBY COVENANTED by the Company that all the terms, conditions, provisos, covenants and provisions contained in the Mortgage, as heretofore supplemented, shall affect and apply to the property hereinbefore described and conveyed and to the estate, rights, obligations and duties of the Company and the Trustees and the beneficiaries of the trust with respect to said property, and to the Trustees and their successors in the trust in the same manner and with the same effect as if said property had been owned at the time of the execution of the Mortgage, and had been specifically and at length described in and conveyed to said Trustees, by the Mortgage as a part of the property therein stated to be conveyed.

The Company further covenants and agrees to and with the Trustees and their successors in said trust under the Mortgage, as follows:

ARTICLE I

Sixteenth Series of Bonds

SECTION 1. There shall be a series of bonds designated "10¾% Series due September 1, 2005" (herein sometimes referred to as the "Sixteenth Series"), each of which shall also bear the descriptive title First Mortgage Bond, and the form thereof, which shall be established by Resolution of the Board of Directors of the Company, shall contain suitable provisions with respect to the matters hereinafter in this Section specified. Bonds of the Sixteenth Series shall mature on September 1, 2005, and shall be issued as fully registered bonds in denominations of One Thousand Dollars and, at the option of the Company, any multiple or multiples of One Thousand Dollars (the exercise of such option to be evidenced by the execution and delivery thereof); they shall bear interest at the rate of 10¾% per annum, payable semi-annually on March 1 and September 1 of each year; the principal of and interest on each said bond to be payable at the office or agency of the Company in the Borough of Manhattan, The City of New York, in such coin or currency of the United States of America as at the time of payment is legal tender for public and private debts. Bonds of the Sixteenth Series shall be dated as in Section 10 of the Mortgage provided.

The Company reserves the right to establish at any time, by Resolution of the Board of Directors of the Company, a form of coupon bond, and of appurtenant coupons, for the Sixteenth Series and to provide for exchangeability of such coupon bonds with the bonds of said Series issued hereunder in fully registered form and to make all appropriate provisions for such purpose.

(1) Bonds of the Sixteenth Series shall be redeemable either at the option of the Company or pursuant to the requirements of the Mortgage in whole at any time, or in part from time to time, prior to maturity, upon notice, as provided in Section 52 of the Mortgage, mailed not less than 30 days before the date fixed for redemption, at the following general redemption prices, expressed in percentages of the principal amount of the bonds to be redeemed:

GENERAL REDEMPTION PRICES

If redeemed during 12 months period ending August 31,

1976	112.44%	1986	108.15%	1996	103.86%
1977	112.01%	1987	107.72%	1997	103.44%
1978	111.58%	1988	107.29%	1998	103.01%
1979	111.15%	1989	106.87%	1999	102.58%
1980	110.72%	1990	106.44%	2000	102.15%
1981	110.30%	1991	106.01%	2001	101.72%
1982	109.87%	1992	105.58%	2002	101.29%
1983	109.44%	1993	105.15%	2003	100.86%
1984	109.01%	1994	104.72%	2004	100.43%
1985	108.58%	1995	104.29%	2005	100.00%

in each case together with accrued interest to the date fixed for redemption; provided, however, that none of the bonds of the Sixteenth Series shall be redeemed at the general redemption prices prior to September 1, 1980, if such redemption is for the purpose or in anticipation of refunding such bond through the use, directly or indirectly, of funds borrowed by the Company at an effective interest cost to the Company (computed in accordance with generally accepted financial practice) of less than 10.8446% per annum.

(II) Bonds of the Sixteenth Series shall also be redeemable in whole at any time, or in part from time to time, prior to maturity, upon like notice, by the application (either at the option of the Company or pursuant to the requirements of the Mortgage) of cash delivered to or deposited with the Corporate Trustee pursuant to the provisions of Section 39 or 64 of the Mortgage or of Section 2 hereof or with the Proceeds of Released Property (as defined in Section 4 of the First Supplemental Indenture) at the following special redemption prices, expressed in percentages of the principal amount of the bonds to be redeemed:

SPECIAL REDEMPTION PRICES

If redeemed during 12 months period ending August 31,

1976	101.56%	1986	101.43%	1996	101.06%
1977	101.56%	1987	101.41%	1997	101.00%
1978	101.55%	1988	101.39%	1998	100.93%
1979	101.54%	1989	101.36%	1999	100.85%
1980	101.53%	1990	101.33%	2000	100.76%
1981	101.52%	1991	101.29%	2001	100.67%
1982	101.50%	1992	101.26%	2002	100.56%
1983	101.49%	1993	101.22%	2003	100.44%
1984	101.47%	1994	101.17%	2004	100.31%
1985	101.45%	1995	101.12%	2005	100.00%

in each case together with accrued interest to the date fixed for redemption; provided, however, that if, in the case of redemption of bonds of the Sixteenth Series by the application of cash delivered to the Trustee pursuant to the provisions of Section 2 hereof, the date fixed for such redemption shall be prior to January 1 of the calendar year in which such delivery of cash shall become due under the provisions of said Section 2, bonds of the Sixteenth Series shall be redeemable at the general redemption prices set forth in subdivision (I) of this Section, together with accrued interest to the date fixed for redemption.

(III) At the option of the registered owner, any bonds of the Sixteenth Series, upon surrender thereof for cancellation at the office or agency of the Company in the Borough of Manhattan, The City of New York, shall be exchangeable for a like aggregate principal amount of bonds of the same series of other authorized denominations.

Bonds of the Sixteenth Series shall be transferable, upon the surrender thereof for cancellation, together with a written instrument of transfer in form approved by the registrar duly executed by the registered owner or by his duly authorized attorney, at the office or agency of the Company in the Borough of Manhattan, The City of New York.

Upon any exchange or transfer of bonds of the Sixteenth Series, the Company may make a charge therefor sufficient to reimburse it for any tax or taxes or other governmental charge, as provided in Section 12 of the Mortgage, but the Company hereby waives any right to make a charge in addition thereto for any exchange or transfer of bonds of the Sixteenth Series.

ARTICLE II

Sinking or Improvement Fund for Bonds of the Sixteenth Series

SECTION 2. The Company covenants that, so long as any bonds of the Sixteenth Series shall remain Outstanding, it will deposit with or deliver to the Corporate Trustee on each August 1 beginning August 1, 1977:

(A) An Officers' Certificate which shall state:

(a) the greatest principal amount of all bonds of the Sixteenth Series prior to January 1 of such year at any one time Outstanding;

(b) the aggregate principal amount of all bonds of the Sixteenth Series retired prior to the date of such Officers' Certificate pursuant to the provisions of subdivision (3) or subdivision (4) of Section 61 of the Mortgage by use or application of the proceeds of insurance on, the release or other disposition of, or the taking by eminent domain of, property, or pursuant to the provisions of Section 64 of the Mortgage;

(c) the aggregate principal amount of bonds the right to the authentication and delivery of which (on the basis of the retirement of bonds of the Sixteenth Series) shall have been waived prior to the date of such Officers' Certificate pursuant to the provisions of clause (c) of

subdivision (4) of Section 59 of the Mortgage as the basis of the release of property or pursuant to the provisions of subdivision (2) of Section 61 of the Mortgage as the basis of the withdrawal of cash representing proceeds of insurance on, the release or other disposition of, or the taking by eminent domain of, property;

(d) the amount remaining after deducting the sum of the amounts stated pursuant to clauses (b) and (c) above from the amount stated pursuant to clause (a) above;

(e) the amount which is 1% of the amount stated pursuant to clause (d) above; and

(f) the aggregate principal amount, if any, of bond(s) or fraction of a bond to the authentication and delivery of which the Company shall then be entitled on the basis of Property Additions or on the basis of the retirement of bonds of the Sixteenth Series by virtue of compliance with all applicable provisions of the Mortgage (except as hereinafter in this Section otherwise provided) if the Company elects to make its right to the authentication and delivery of such bond(s) or fraction of a bond the basis of a credit under this Section.

(B) An amount in cash and/or principal amount of bonds of the Sixteenth Series equivalent to the amount stated in the Officers' Certificate (due on or before August 1 of such year) provided for by this Section pursuant to the requirements of clause (e) of subdivision (A) of this Section; provided, however, that against the amount of cash or bonds payable or deliverable pursuant to this paragraph (B) there shall be credited the principal amount, of the bonds which shall be stated in such Officers' Certificate pursuant to the requirements of clause (f) of subdivision (A) of this Section.

Such cash together with any bonds delivered to the Corporate Trustee under the provisions of this Section shall be dealt with as provided for by this Section.

Notwithstanding any other provisions of this Seventeenth Supplemental Indenture or of the Mortgage, as supplemented, (i) the Company shall be permitted from time to time to anticipate in whole or in part the requirements of this Section becoming due on August 1 of the then current year or any subsequent year or years by depositing cash and/or a principal amount of bonds of the Sixteenth Series with the Corporate Trustee in full satisfaction or in partial satisfaction of the requirements of this Section and (ii) any cash so deposited, whether in full satisfaction or in partial satisfaction of the requirements of this Section and whether becoming due on August 1 of the then current year or of a subsequent year, may be from time to time withdrawn, used or applied in the manner, to the extent, for the purposes and subject to the conditions provided in Section 31 of the Mortgage or in subdivisions (3) and/or (4) of Section 61 of the Mortgage; provided, however, that the retirement of no bonds of any series other than the Sixteenth Series shall be made the basis of the withdrawal of cash deposited under this Section; and provided further, that no bonds of any series other than the Sixteenth Series shall be purchased or redeemed with cash deposited under the provisions of this Section and that no bonds of the Sixteenth Series shall be purchased with cash deposited under this Section at such price (including accrued interest and brokerage) that the cost thereof to the Company is in excess of the cost of redeeming such bonds on a date forty (40) days after the date of such purchase (including premium, if any, and accrued interest from the interest date next preceding the date of purchase to such redemption date in such cost); and provided further, that the Company may not deposit cash prior to September 1, 1980, in anticipation of the requirements of this Section, if the cash so deposited represents borrowed funds, or is in anticipation of funds to be borrowed, having an effective interest cost to the Company (computed in accordance with generally accepted financial practice) of less than 10.8446% per annum.

In case credit under the provisions of this Section is applied for in whole or in part upon the basis of the right to the authentication and delivery of bonds, the Company shall comply with all applicable provisions of the Mortgage relating to such authentication and delivery, except that the Company shall not be required to comply with any earning requirements or to deliver to the Corporate Trustee any Resolution, Officers' Certificate, Net Earning Certificate or Opinion of Counsel such as is described in subdivisions (1), (2), (6) and (8) of Section 28 of the Mortgage.

So long as any bonds of the Sixteenth Series shall remain Outstanding, any election by the Company pursuant to clause (f) of subdivision (A) of this Section to make its right to the authentication and delivery of any bond(s) or fraction of a bond the basis of a credit under this Section shall operate as a waiver by the Company of its right to the authentication and delivery of such bond(s) or fraction of a bond and such bond(s) or fraction of a bond may not thereafter be authenticated and delivered under the Mortgage, and any Property Additions which have been made the basis of any such right to the authentication and delivery of bond(s) or fraction of a bond so waived shall have the status of Funded Property and shall be deemed to have been made the basis of a credit under this Section.

For all purposes of the Mortgage (including all computations and calculations thereunder), so long as any bonds of the Sixteenth Series shall remain Outstanding, as defined in Section 2 of the Mortgage:

(I) any cash deposited under the provisions of Section 40 of the Mortgage or Section 2 of the First through Fifth, Seventh through Fourteenth or Sixteenth Supplemental Indenture or this Section shall be deemed to be Funded Cash;

(II) any bonds of the First through Sixteenth Series delivered to the Corporate Trustee pursuant to the provisions of Section 40 of the Mortgage or Section 2 of the First through Fifth, Seventh through Fourteenth or Sixteenth Supplemental Indenture or this Section shall, after such delivery, be deemed to have been retired by the use of Funded Cash; and

(III) with respect to all credits taken under Section 40 of the Mortgage or Section 2 of the First through Fifth, Seventh through Fourteenth or Sixteenth Supplemental Indenture or this Section on the basis of waivers of the right to the authentication and delivery of bonds or otherwise, it shall be deemed that a credit has been taken under the Mortgage on the basis thereof.

Any bonds issued under the Mortgage, delivered to, deposited with or purchased or redeemed by, the Corporate Trustee pursuant to the provisions of this Section shall forthwith be canceled by the Corporate Trustee.

The Company shall forthwith from time to time on demand of the Corporate Trustee make further payments pursuant to the provisions of this

Section on account of accrued interest, brokerage and premium, if any, on bonds purchased or redeemed or then to be purchased or redeemed but not in excess of

(AA) the aggregate cost for principal, interest, brokerage and premium, if any, on all bonds theretofore, or then to be, purchased and/or redeemed pursuant to the provisions of this Section;

after deducting therefrom

(BB) the aggregate principal amount of all bonds theretofore, and of all bonds then to be, purchased and/or redeemed pursuant to the provisions of this Section, plus the aggregate of all such further payments theretofore made pursuant to the provisions of this Section on account of accrued interest, brokerage and/or premium, if any.

ARTICLE III
Dividend Covenant

SECTION 3. The Company covenants that, so long as any of the bonds of the Sixteenth Series are Outstanding, it will not declare any dividends on its Common Stock (other than (a) a dividend payable solely in shares of its Common Stock, or (b) a dividend payable in cash in cases where, concurrently with the payment of such dividend, an amount in cash equal to such dividend is received by the Company as a capital contribution or as the proceeds of the issue and sale of shares of its Common Stock) or make any distribution on outstanding shares of its Common Stock or purchase or otherwise acquire for value any outstanding shares of its Common Stock (otherwise than in exchange for or out of the proceeds from the sale of other shares of its Common Stock) if, after such dividend, distribution, purchase or acquisition, the aggregate amount of such dividends, distributions, purchases and acquisitions paid or made subsequent to August 31, 1975 exceeds (without giving effect to (i) any of such dividends, distributions, purchases or acquisitions, or (ii) any net transfers from earned surplus to stated capital accounts) the sum of (a) the aggregate amount credited subsequent to August 31, 1975 to earned surplus, (b) $16,000,000 and (c) such additional amount as shall be authorized or approved, upon application by the Company, by the Securities and Exchange Commission, or by

any successor commission thereto, under the Public Utility Holding Company Act of 1935.

For the purpose of this Section 3 the aggregate amount credited subsequent to August 31, 1975 to earned surplus shall be determined in accordance with generally accepted accounting principles and practices after making provision for dividends upon any preferred stock of the Company accumulated subsequent to such date, but in such determination there shall not be considered charges to earned surplus applicable to the period prior to September 1, 1975, including, but not limited to, charges to earned surplus for write-offs or write-downs of book values of assets owned by the Company on August 31, 1975. There shall be included as a deduction, however, in determining the net balance to be transferred from the income account for any period subsequent to August 31, 1975, amounts equal to the sum of (1) amounts, not otherwise deducted, which would be required to be included in operating expenses in each Net Earning Certificate by the provisions of Section 5 of the Eleventh Supplemental Indenture, and (2) the Company's provisions during such period for depreciation and retirement of property (but excluding from this subdivision (2) amounts included under subdivision (1) above) which sum, for the purposes of this Section 3, shall not be less than the aggregate amounts required to be stated for the period from August 31, 1975 to the date of such dividend, distribution, purchase or acquisition in the Officers' Certificate of Replacements by the provisions of subdivision (1) of subsection (1) of Section 39 of the Mortgage, including proportionate amounts calculated as provided in subdivision (1) thereof for any portion of the period elapsed since August 31, 1975 not theretofore included in any Officers' Certificate of Replacements.

For the purpose of this Section 3, the Company's provisions for depreciation and retirement of property shall be deemed to be the amount credited to the depreciation reserve account through charges to operating revenue deductions, or otherwise to income, as provided in the Uniform System of Accounts prescribed for Public Utilities and Licensees by the Federal Power Commission.

ARTICLE IV

Amendment of Section 7 of the Mortgage

SECTION 4. Effective with and applicable to the application to the Corporate Trustee for the authentication and delivery of the first series of bonds created after December 31, 1975, clause (10) of Section 7 of the Mortgage is hereby amended to read as follows:

"(10) the amount, if any, by which the aggregate of (a) such other income (net) and (b) that portion of the amount required to be stated in such certificate by clause (7) of this Section which, in the opinion of the signers, is directly derived from the operations of property (other than paving, grading and other improvements to, under or upon public highways, bridges, parks or other public properties of analogous character) not subject to the Lien of this Indenture at the date of such certificate, exceeds fourteen per centum (14%) of the sum required to be stated by clause (9) of this Section; provided, however, that in computing the foregoing, there may be used such per centum greater than fourteen per centum (14%) but not greater than fifteen per centum (15%) as shall be authorized or approved, upon application by the Company, by the Securities and Exchange Commission, or by any successor commission thereto, under the Public Utility Holding Company Act of 1935; and provided further, that if the amount required to be stated in such certificate by clause (7) of this Section includes revenues from the operation of property not subject to the Lien of this Indenture, there shall be included in the calculation to be made pursuant to this clause (10) such reasonable interdepartmental or interproperty revenues and expenses between the Mortgaged and Pledged Property and the property not subject to the Lien hereof as shall be allocated to such respective properties by the Company; and"

ARTICLE V

Miscellaneous Provisions

SECTION 5. Subject to the amendments provided for in this Seventeenth Supplemental Indenture, the terms defined in the Mortgage, as heretofore supplemented, shall, for all purposes of this Seventeenth Supplemental Indenture, have the meanings specified in the Mortgage, as heretofore supplemented.

SECTION 6. Section 55 of the Mortgage, as heretofore amended, is hereby further amended to insert the words "and subject to the provisions of Section 2 of the Seventeenth Supplemental Indenture dated as of September 1, 1975", after the words "and subject to the provisions of Section 2 of the Sixteenth Supplemental Indenture dated as of May 1, 1974".

SECTION 7. The Trustees hereby accept the trusts herein declared, provided, created or supplemented and agree to perform the same upon the terms and conditions herein and in the Mortgage, as heretofore supplemented, set forth and upon the following terms and conditions:

The Trustees shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Seventeenth Supplemental Indenture or for or in respect of the recitals contained herein, all of which recitals are made by the Company solely. In general, each and every term and condition contained in Article XVII of the Mortgage, as heretofore amended, shall apply to and form part of this Seventeenth Supplemental Indenture with the same force and effect as if the same were herein set forth in full with such omissions, variations and insertions, if any, as may be appropriate to make the same conform to the provisions of this Seventeenth Supplemental Indenture.

SECTION 8. Whenever in this Seventeenth Supplemental Indenture any of the parties hereto is named or referred to, this shall, subject to the provisions of Articles XVI and XVII of the Mortgage, as heretofore amended, be deemed to include the successors and assigns of such party, and all the covenants and agreements in this Seventeenth Supplemental Indenture contained by or on behalf of the Company, or by or on behalf of the Trustees, or either of them, shall, subject as aforesaid, bind and inure to the respective benefits of the respective successors and assigns of such parties, whether so expressed or not.

SECTION 9. Nothing in this Seventeenth Supplemental Indenture, expressed or implied, is intended, or shall be construed, to confer upon, or to give to, any person, firm or corporation, other than the parties hereto and the holders of the bonds and coupons Outstanding under the Mortgage, any right, remedy or claim under or by reason of this Seventeenth Supplemental Indenture or any covenant, condition, stipulation, promise or agreement hereof, and all the covenants, conditions, stipulations, promises and agreements in this Seventeenth Supplemental Indenture contained by or on behalf of the Company shall be for the sole and exclusive benefit of the parties hereto, and of the holders of the bonds and of the coupons Outstanding under the Mortgage.

SECTION 10. It is the intention and it is hereby agreed that so far as concerns any portion of the Mortgaged and Pledged Property, if any, which may at any time be situated within the State of Louisiana the general language of conveyance contained in this Seventeenth Supplemental Indenture is intended and shall be construed as words of hypothecation and not of conveyance, and that so far as the said Louisiana property is concerned, this Seventeenth Supplemental Indenture shall be considered as an act of mortgage and pledge under the laws of the State of Louisiana, and the Trustees herein named are named as mortgagee and pledgee in trust for the benefit of themselves and of all present and future holders of bonds and coupons issued and to be issued under the Mortgage, and are irrevocably appointed special agents and representatives of the holders of the bonds and coupons issued and to be issued under the Mortgage and vested with full power in their behalf to effect and enforce the mortgage and pledge hereby constituted for their benefit, or otherwise to act as herein provided for.

SECTION 11. The Corporate Trustee may, from time to time, appoint an authenticating agent or agents to act on its behalf and subject to its direction in connection with the authentication of bonds issued from time to time in fully registered form under the Mortgage as heretofore or hereafter amended or supplemented. Any such authenticating agent shall, so long as it so acts hereunder, be a bank or trust company and be a corporation organized and doing business under the laws of the United States or of any State or Territory or of the District of Columbia, with a combined capital and surplus of at least Five Million Dollars ($5,000,000), and be authorized under such laws to act as authenticating agent and be subject to supervision or examination by Federal, State, Territorial, or District of Columbia authority. If such corporation publishes reports of condition at least annually, pursuant to law or to the requirements of the aforesaid supervising or examining authority, then for the purposes of this Section the combined capital and surplus of such corporation shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published.

Any corporation into which any authenticating agent may be merged or converted or with which it may be consolidated, or any corporation resulting

from any merger, conversion or consolidation to which any authenticating agent shall be a party, or any corporation succeeding to the corporate agency business of any authenticating agent, shall, if otherwise eligible under the provisions of this Section, continue to be an authenticating agent without the execution or filing of any paper or any further act on the part of the Corporate Trustee or the predecessor authenticating agent.

Any authenticating agent may at any time resign by giving written notice of resignation to the Corporate Trustee and to the Company. The Corporate Trustee may at any time terminate the agency of any authenticating agent by giving written notice of termination to such authenticating agent and to the Company. Any successor authenticating agent upon acceptance of its appointment hereunder shall become vested with all the rights, powers, duties and responsibilities of its predecessor hereunder, with like effect as if originally named as an authenticating agent herein. No successor authenticating agent shall be appointed unless eligible under the provisions of this Section.

The Corporate Trustee agrees to pay to any authenticating agent from time to time reasonable compensation for its services, and the Corporate Trustee shall be entitled to be reimbursed for such payments, subject to the provisions of Section 96 of the Mortgage.

SECTION 12. This Seventeenth Supplemental Indenture shall be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, MISSISSIPPI POWER & LIGHT COMPANY has caused its corporate name to be hereunto affixed, and this instrument to be signed and sealed by its President or one of its Vice Presidents, and its corporate seal to be attested by its Secretary or one of its Assistant Secretaries for and in its behalf, all in The City of New York, on the 3rd day of September, 1975 as of the day and year first above written, and IRVING TRUST COMPANY has caused its corporate name to be hereunto affixed, and this instrument to be signed and sealed by one of its Vice Presidents or one of its Assistant Vice Presidents, and its corporate seal to be attested by one of its Assistant Secretaries, and D. W. May has hereunto set his hand and affixed his seal, all in The City of New York, on the 2nd day of September, 1975 as of the day and year first above written.

MISSISSIPPI POWER & LIGHT COMPANY

By .....
Senior Vice President

Attest:

.....
Secretary

Executed, sealed and delivered by MISSISSIPPI POWER & LIGHT COMPANY in the presence of:

.....
B. H. DEWEY, JR.

.....
JOHN M. STUART

IRVING TRUST COMPANY, as TRUSTEE

By .....
Assistant Vice President

Attest:

.....
Assistant Secretary

.....(L. S.)
D. W. MAY

Executed, sealed and delivered by Irving Trust Company and D. W. MAY in the presence of:

.....
M. EICHENWALD

.....
L. NOLAN

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

Personally appeared before me, the undersigned authority in and for the aforesaid County and State, the within named J. H. Box, as Senior Vice President, and F. S. York, Jr., as Secretary, of Mississippi Power & Light Company, who acknowledged that they signed, attached the corporate seal of the corporation thereto and delivered the foregoing instrument on the day and year therein stated, by the authority and as the act and deed of the corporation.

On the 3rd day of September, 1975, before me personally came J. H. Box, to me known, who, being by me duly sworn, did depose and say that he resides at 912 Briarwood Drive, Jackson, Mississippi; that he is Senior Vice President of Mississippi Power & Light Company, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

Given under my hand and seal this 3rd day of September, 1975.

MORTON BARAD
Notary Public, State of New York
No. 41-5170980
Certs. filed in Bronx, Kings, Nassau,
New York and Westchester Cos.
Qualified in Queens County
Commission Expires March 30, 1976

STATE OF NEW YORK
COUNTY OF NEW YORK } SS.:

Personally appeared before me, the undersigned authority in and for the aforesaid County and State, the within named C. E. STARR, as Assistant Vice President, and V. CHIARELLO, as Assistant Secretary, of IRVING TRUST COMPANY, who acknowledged that they signed, attached the corporate seal of the corporation thereto and delivered the foregoing instrument on the day and year therein stated, by the authority and as the act and deed of the corporation.

On the 2nd day of September, 1975, before me personally came C. E. STARR, to me known, who, being by me duly sworn, did depose and say that he resides at 230 Hillside Terrace, Staten Island, New York; that he is an Assistant Vice President of IRVING TRUST COMPANY, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

Given under my hand and seal this 2nd day of September, 1975.

John J. Tinervia

JOHN J. TINERVIA
Notary Public, State of New York
No. 24-4508456
Qualified in Kings County
Certificate filed with N. Y. County Clerk
Commission Expires March 30, 1976

JOHN J. TINERVIA
Notary Public, State of New York
No. 24-4508456
Qualified in Richmond County
Certificate Filed with N. Y. County Clerk
Commission Expires March 30, 1977

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

Personally appeared before me, the undersigned authority in and for the aforesaid County and State, the within named D. W. MAY, who acknowledged that he signed, sealed and delivered the foregoing instrument on the day and year therein mentioned.

On the 2nd day of September, 1975, before me personally came D. W. MAY, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same.

Given under my hand and seal this 2nd day of September, 1975.

John J. Tinervia

JOHN J. TINERVIA
Notary Public, State of New York
No. 24-4508456
Qualified in Kings County
Certificate filed with N. Y. County Clerk
Commission Expires March 30, 1976

JOHN J. TINERVIA
Notary Public, State of New York
No. 43-[illegible]
Qualified in Richmond County
Certificate Filed with N. Y. County Clerk
Commission Expires March 30, 1977

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 1 o'clock
30 minutes P M. 22 day of Sept. 1975, and that the same has been
recorded in Book 191 Page 93 records of REAL ESTATE TRUST DEEDS
of said County.
Witness my hand and seal this the 22 day of Sept. 1975.

Fees 8.50

H. P. Ferguson

CANCELLED BY AUTHORITY. RECORDED IN BOOK
564 PAGE 585
THIS 11th DAY OF Dec. 1991
W. E. Davis
Chancery Clerk
by: D. Starkey, DC

Assignment of this instrument recorded in Book ___ Page ___ this the ___ day of ___ 19 ___
___ Clerk

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(2)

DEED OF TRUST

THIS DEED OF TRUST is made this 22nd day of SEPTEMBER, 19 75, among the Grantor, W. P. VEAZEY, III, (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:

Lying and being situated in Section 27, Township 1 South, Range 8 West in the Town of Horn Lake, County of DeSoto, State of Mississippi, more particularly described as follows, to-wit:

Located in Section 27, Township 1, Range 8 West, described as beginning at a point in the North line of Goodman Road (50 feet wide) at the Southeast corner of Parcel 3 of said W. S. Jordan property a distance of 590.0 feet East of the Easterly right of way of the Illinois Central Railroad; thence East along the North line of Goodman Road a distance of 75.0 feet to a point at the Southwest corner of Parcel 5 of said W. S. Jordan property; thence North a distance of 150.0 feet to a point at the Northwest corner of said Parcel 5; thence West a distance of 75.0 feet to a point at the Northeast corner of said Parcel 3; thence South a distance of 150.0 feet to the point of beginning.

Real Est T/D Book 210
No. 99 Page 705
This the 5 day of July 1983
M. G. Ferguson D.C.

Real Est T/D
335 Page 240
3 day of April 19 85
M. G. Ferguson D.C.

(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 October 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.

W. P. VEAZEY, III —Borrower

—Borrower

1238 Goodman Road

Horn Lake, MS 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 W. P. VEAZEY, III 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 23 day of SEPTEMBER, A.D. 19 75.

My Commission expires:

Notary Public

STATE OF MISSISSIPPI, DeSOTO COUNTY
I certify that the within instrument was filed for record at 2 o'clock and 10 minutes P. M. 23

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 2 o'clock 10 minutes P. M. 23 day of Sept. 1975, and that the same has been recorded in Book 191 Page 89 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 24 day of Sept 1975.
Fees $5.00 pd.
SEAL H. L. Ferguson, CLERK

Appointment of Substitute Successor Trustee of this instrument recorded in Real Estate Book No. 317 Page 242 This 11 day of June 1984
H. G. Jerguson Clerk

Assignment of this Instrument Recorded in Real Estate T10 Book No. 299 Page 705 This the 5 day of July 19 83
D. D. Jerguson

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DEED OF TRUST

THIS DEED OF TRUST is made this 22nd day of SEPTEMBER, 1975, among the Grantor, LARRY G. JORDAN and wife, DONNA PRITCHETT JORDAN (a/k/a Donna K. Jordan), (herein "Borrower"), Joe M. Hudspeth, (herein "Trustee"), and the Beneficiary, NORTH MISSISSIPPI SAVINGS & LOAN ASSOCIATION, a corporation organized and existing under the laws of The State of Mississippi, whose address is Horn Lake, Mississippi, (herein "Lender").

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

Lying and being situated in Section 35, Township 1 South, Range 7 West, County of DeSoto, State of Mississippi, more particularly described as follows, to-wit:

Lot 25, Summerset View Subdivision, Second Addition, Section 35, Township 1 South, Range 7 West, as shown by plat of record in Plat Book 5, Page 24 in the Office of the Chancery Clerk of DeSoto County, Mississippi.

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 Four Thousand and No/100 - - - Dollars, with interest thereon, providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on October 1, 2005; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Deed of Trust; and the performance of the covenants and agreements of Borrower herein contained; and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances").

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

CANCELLED BY AUTHORITY RECORDED IN BOOK 336 PAGE 25 THIS 16 DAY OF Feb 19 84 H. G. Jerguson C.C.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

LARRY G. JORDAN —Borrower

DONNA PRITCHETT JORDAN —Borrower

Meadowbrook Drive

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 LARRY G. JORDAN and wife, DONNA PRITCHETT JORDAN who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and seal of office, on this the 23rd day of SEPTEMBER, A.D., 19 75.

My Commission expires:

Notary Public

STATE OF MISSISSIPPI, DeSOTO COUNTY

I certify that the within instrument was filed for record at 2 o'clock and 50 minutes P. M. 23

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 2 o'clock and 50 minutes P. M. 23 day of Sept. 1975, and that the same has been recorded in Book 191 Page 93 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 24 day of Sept. 1975.

Fees $5.00 pd.

SEAL H. P. Ferguson, CLERK

Assignment of this Instrument Recorded in
Real Estate T/D Book
No. 241 Page 355
This the 19 day of April 19 79
J. D. Ferguson Clerk

Assignment of this Instrument Recorded in
Real Estate T/D Book
No. 191 Page 507
This the 7 day of Oct 1975

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

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-35029-LL

THIS DEED OF TRUST, made and entered into this 11th day of September, 1975, by and between

NICK CHARLES HARRIS and wife, CAROL R. HARRIS

, hereinafter called the Grantor,
DELTA TITLECOMPANY, hereinafter called the Trustee, and NATIONAL MORTGAGE COMPANY

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

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

Lot 1014, Section "C", North, DESOTO VILLAGE Subdivision, in Section 33, Township 1 South, Range 8 West, as shown on plat of record in Plat Book 10, Page 2, in the office of the Chancery Clerk of Desoto County, Mississippi, being more particularly described as follows:
Beginning at a chisel mark in the north line of Briarwood Drive 380.0 feet westwardly from the point of intersection of said north line and the west line of Tulane Road; thence westwardly 65.0 feet with the north line of Briarwood Drive to a chisel mark in the southeast corner of Lot 1015; thence northwardly 130.0 feet with the east line of Lot 1015 to a point; thence eastwardly 65.0 feet parallel with the north line of Briarwood Drive to a point, the northwest corner of Lot 1013; thence southwardly 130.0 feet with the west line of Lot 1013 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 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 FIFTY AND NO/100---------- Dollars ($ 27,050.00------), with interest from date at the rate of SEVEN AND THREE FOURTHS per centum (7-3/4---- %) per annum on the balance remaining from time to time unpaid; principal and interest being payable at the office of NATIONAL MORTGAGE COMPANY, 4041 KNIGHT ARNOLD ROAD, in MEMPHIS, TENNESSEE 38118 or at such other place as the holder may designate, in writing, in monthly installments of ONE HUNDRED NINETY THREE AND 95/100-Dollars ($ 193.95------), 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.

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

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

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

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

CANCELLED BY AUTHORITY. RECORDED IN BOOK 1203 PAGE 634
THIS 11th DAY OF April, 2000
W. E. Davis CHANCERY CLERK
by: D. Starkey DC

(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 ve hereunto set their hand(s) the day and year herein first written above.

Nick Charles Harris
NICK CHARLES HARRIS

Carol R. Harris
CAROL R. HARRIS

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

Personally appeared before me , the undersigned notary public in and for the said County, the within named NICK CHARLES HARRIS and CAROL R. HARRIS , his wife, who acknowledged that t he Y signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and seal this 11th day of September 19 75

M. Walker
My Commission Expires June 11, 19[illegible]

STATE OF MISSISSIPPI
COUNTY OF DeSoto } ss:

I, H. L. 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 1:30 o'clock P. M., on the 23 day of Sept. 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. 23 day of Sept. 1975, and that the same has been recorded in Book 191 Page 97 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 24 day of Sept. 1975.

Fees $ 4.50 pd.

SEAL H. L. Ferguson, CLERK

100

Substitute Trustee

Appointment of Successor Trustee of the
Instrument Recorded in Real Est. T/D
Book No. 331 Page 199
This 25 day of Jan 19 85
W. D. Ferguson Clerk
D.S.

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

DEED OF TRUST

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

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

D-71321-SR

THIS DEED OF TRUST, made and entered into this 12th day of SEPTEMBER, 19 75, by and between

ROBERT C. JOHNSON, SR. & WIFE, BETTY J. JOHNSON

, hereinafter called the Grantor;

DELTA TITLE COMPANY , hereinafter called the Trustee, and

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

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

LOT 2172, SECTION J, SOUTHAVEN WEST SUBDIVISION, AS SHOWN ON PLAT OF RECORD IN PLAT BOOK 4, pages 2 & 3, IN SECTION 27, TOWNSHIP 1 SOUTH, RANGE 8 WEST, IN THE OFFICE OF THE CHANCERY CLERK OF DESOTO COUNTY, MISSISSIPPI, TO WHICH PLAT REFERENCE IS HEREBY MADE FOR A MORE PARTICULAR DESCRIPTION OF SAID LOT, AS PER SURVEY BY ACME ENGINEERING SERVICE DATED AUGUST 21, 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 THIRTY THOUSAND FIVE HUNDRED FIFTY AND NO/100------- Dollars ($ 30,550.00------), with interest from date at the rate of NINE----- per centum (9---- %) per annum on the balance remaining from time to time unpaid; principal and interest being payable at the office of NATIONAL MORTGAGE COMPANY, 4041 KNIGHT ARNOLD ROAD in MEMPHIS, TENNESSEE or at such other place as the holder may designate, in writing, in monthly installments of TWO HUNDRED FORTY FIVE AND 93/100----- Dollars ($ 245.93----), commencing on the first day of NOVEMBER, 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 OCTOBER, 2005.

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

1. That he will pay all and singular the principal and interest and other sums of money payable by virtue of the note secured hereby and of this lien, at the times and in the manner in said note and hereinafter provided. Privilege is reserved to pay the debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due on the note, on the first day of any month prior to maturity; provided, however, that written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment.

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

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

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

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

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

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

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

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

(III) interest on the note secured hereby; and

(IV) amortization of the principal of said note.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Robert C. Johnson Sr.
ROBERT C. JOHNSON, SR.

Betty J. Johnson
BETTY J. JOHNSON

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

Personally appeared before me NOTARY PUBLIC, the undersigned in and for the said County, the within named ROBERT C. JOHNSON, SR. and BETTY J. JOHNSON, his wife, who acknowledged that He Y signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and seal this 12th day of SEPTEMBER 19 75

[illegible]
My Commission Expires 3/28/77

STATE OF MISSISSIPPI
COUNTY OF Desoto } ss:

I, H. L. 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 1:30 o'clock P. M., on the 23 day of Sept. 19 75, and was recorded in Vol. , Record of Deeds, pages , on the day of 19

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 1 o'clock 30 minutes P. M. 23 day of Sept. 1975, and that the same has been recorded in Book 191 Page 100 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 24 day of Sept. 1975.
Fees $ 4.50 pd.
SEAL H. L. Ferguson, CLERK

Assignment of this Instrument Recorded in Real Estate TID Book No. 241 Page 358 This the 19 day of April 1979
H. D. Ferguson Clerk

Assignment of this Instrument Recorded in Real Estate TID Book No. 191 Page 426 This the 2 day of Oct. 1975
H. D. Ferguson Clerk

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

VA Form 26-6322 (Home Loan)
Revised December 1968. Use Optional. Section 1810, Title 38, U.S.C. Acceptable to Federal National Mortgage Association.

MISSISSIPPI

DEED OF TRUST

D-37404-SR

THIS DEED OF TRUST, made and entered into this 4th day of september, 19 75, by and between

BOBBY G. TRANUM AND WIFE, PAULINE P. TRANUM

, 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, TENN. 38118

WITNESSETH, That the Grantor, in consideration of the debt and trust hereinafter mentioned, and the sum of One Dollar ($1.00) to the Grantor paid by the Trustee, the receipt whereof is hereby acknowledged, does by these presents grant, bargain, sell, convey, and warrant unto the Trustee, the following-described property, situated in the County of DESOTO , State of Mississippi, to wit:

LOT 1160, 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 point in the north line of Yorkshire Road a distance of 190.94 feet east of the east line of Forest Gate Road, produced; thence continuing east along the north line of Yorkshire Road a distance of 68.00 feet to a point; thence north a distance of 126.05 feet to a point; thence westwardly a distance of 68 .46 feet to a point; thence south a distance of 118.09 feet to the point of beginning, AS PER SURVEY BY RALPH F. HASSA, CIVIL ENGINEER DATED AUGUST 29, 1975.

The Indebtedness described herein shall have the option at any time to require Grantors to pay to the Holders of the Indebtedness as additional security hereunder, concurrent to the monthly installment of principal and interest and prior to taxes and hazard insurance, a sum equal to one-twelfth of the annual flood insurance premium in the event the Holder of this instrument has flood insurance and same is available under the National Flood Insurance Act of 1968 or subsequent similar legislation. Said sum to be held by Holders 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 of said fund at any time be insufficient to pay said insurance premium when due and payable, the Grantors shall promptly deposit the entire amount of said deficit.

Should the Veterans Administration fail or refuse to issue its guaranty of the loan secured by this mortgage under the provisions of the Servicemen's Readjustment act of 1944, as amended, within sixty days from the date the loan would normally become eligible for such guaranty, the mortgagee herein may, at its option, declare all sums secured by this mortgage immediately due and payable. The mortgagor covenants and agrees that so long as this mortgage and the said note secured hereby are guaranteed under the provisions of the Servicemen's Readjustment Act, he will not execute or file for record any instrument which imposes a restriction upon the sale or occupancy of the mortgaged property on the basis of race, color or creed. Upon any violation of the 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 INDEMNITY RECORDED IN BOOK 2306 PAGE 279
THIS 14 DAY OF Sept. 2005
W. E. Davis
CHANCERY CLERK
By J. Knight DC

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

In Trust, However, to secure to the Beneficiary named above, the payment of a certain promissory note of even date herewith in the principal sum of *TWENTY NINE THOUSAND NINE HUNDRED FIFTY & NO/100-* Dollars ($ *29,950.00---*), 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 FOURTEEN & 74/100-* Dollars ($ *214.74----*), 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 Beneficiaries option as trustee, shall be refunded to Grantor. If, however, such monthly payments shall not be sufficient to pay such items when the same shall become due and payable, then the Grantor shall pay to the Beneficiary as trustee any amount necessary to make up the deficiency. Such payments shall be made within thirty (30) days after written notice from the Beneficiary stating the amount of the deficiency, which notice may be given by mail. If at any time the Grantor shall tender to the Beneficiary, in accordance with the provisions thereof, the full payment of the entire indebtedness represented thereby, the Beneficiary shall as trustee, in computing the amount of such indebtedness, credit to the account of the Grantor any credit balance remaining under the provisions of (a) of paragraph 2 hereof. If there shall be a default under any of the provisions of this Deed of Trust resulting in a public sale of the premises covered hereby or if the Beneficiary acquires the property otherwise after default, the Beneficiary shall apply,

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Bobby G. Tranum

BOBBY G. TRANUM

Pauline P. Tranum

PAULINE P. TRANUM

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

Personally appeared before me, the undersigned
in and for said County, the within named BOBBY G. TRANUM and PAULINE P. TRANUM, his wife, who acknowledged that ~~y~~ he ~~y~~ signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and seal this 4th day of SEPTEMBER, 19 75.

M. Walker

My Commission Expires June 11, 1979

...ISSIPPI
...rust
...NUM ET UX
...COMPANY
...GAGE COMPANY
...as: 1:30 P.M.
...of said County,
...ing conveyance
...oligr on the
Sept.
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. 23 day of Sept. 1975, and that the same has been
recorded in Book 191 Page 103 records of REAL ESTATE TRUST DEEDS
of said County.
Witness my hand and seal this the 24 day of Sept. 1975.

Fees $ 5.50 pd.

SEAL H. P. Ferguson, CLERK

.01 M.

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST Class C

STATE OF MISSISSIPPI, DeSoto County. } ss.

KNOW ALL MEN BY THESE PRESENTS: That The Hernando Bank of Hernando, Mississippi the beneficiary, does hereby certify that a certain trust deed bearing date the 18th day of September 19 73, made and executed by James W. Nichols and Jeannine O. Nichols 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 166 on page 125 of the Record of Trust Deeds, on the 26th day of September A. D. 19 73, is now fully paid and satisfied; and I do hereby authorize the Clerk of the Chancery Court of said DeSoto County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of said County also as provided by law. This the 19th day of Sept., 19 75.

THE HERNANDO BANK

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

STATE OF MISSISSIPPI, DeSoto County. } ss.

Personally came and appeared before me, the undersigned authority Eloia M. Barbee, Notary Public in and for County and State aforesaid, A. S. Ballard, Jr., 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 to so do.

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

Eloia M. Barbee

My Commission Expires Jan. 7, 1978

LAWRENCE-GREENWOOD 27544

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 8 o'clock
No minutes A. M. 23 day of Sept. 1975, and that the same has been
recorded in Book 181 Page 107 records of REAL ESTATE TRUST DEEDS
of said County.
Witness my hand and seal this the 24 day of Sept. 1975.

Fees $ 2.50 pd.

SEAL H. P. Ferguson, CLERK

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King & Bobbi J. Shurtleff
1824 Cumberland Cv.
Southaven, Mississippi 3867

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
W. King Shurtleff Bobbi Shurtleff	10-24-73	Book 167 Page 404	Lot 638 Section F, Carriage Hills Subd. in Section 24, Township 1 South, Range 8 West recorded in the office of the Chancery Clerk DeSoto Co. Ms.

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

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

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

National Bank of Commerce, Memphis, Tennessee

Gary D. Cantrell, Installment Loan Officer

STATE OF TENNESSEE
COUNTY OF SHELBY

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

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

_____
Notary Public

My commission expires _____ day of _____, 19_____

STATE OF TENNESSEE
COUNTY OF SHELBY

Before me, a Notary Public in and for said State and County duly commissioned and qualified, personally appeared 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 bargainor, a corporation, and that he as such Installment Loan Officer being authorized so to do, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by himself as Inst. Loan Officer

WITNESS my hand and seal at office in Memphis, Tennessee this 19th day of September, 19 75.

_____
Notary public

My commission expires 22nd day of November 19 76.

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock AM minutes A. M. 23 day of Sept. 1975, and that the same has been recorded in Book 191 Page 108 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 24 day of Sept. 1975.

Fees $ 2.50 pd.

H. P. Jernigan CLERK

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

DEED OF TRUST
LAND

THIS INDENTURE, this day made and entered into between

W. L. REID, III, and wife, MARCELYN MCELROY REID,

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-THREE THOUSAND AND NO/100---------- DOLLARS

($ 33,000.00) evidenced by one promissory note of even date herewith in favor of the beneficiary, bearing interest as set forth in said Promissory Note ~~at the rate of XXXXXXXXXX per centum per XXXXXXXXXX thereafter~~, providing for the payment of attorney's fees in case of default and being due and payable as follows, to-wit: In seven (7) annual principal installments, the first (1st) thereof in the amount of THREE THOUSAND DOLLARS ($3,000.), the second (2nd), third (3rd), fourth (4th), fifth (5th), sixth (6th) and seventh (7th) thereof in the amount of FIVE THOUSAND DOLLARS ($5,000.) each, the first (1st) of said principal installments due and payable on or before the 25th day of September, 1976, and one (1) of said principal installments due and payable on or before the same day of each consecutive year thereafter until all of said indebtedness shall be paid in full, with interest on the unpaid principal balance payable, at the rate set forth in said Promissory Note, with each of said annual installments.

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-Six (36), Township Three (3), Range Seven (7),
State of Mississippi, and more particularly described as follows, to-wit:

BEGINNING at the Southwest corner of the Southeast Quarter of Section 36, Township 3, Range 7 West, DeSoto County, Mississippi; thence East along the South line of said Section 396 feet, more or less, to a point (iron pin set 15 feet North); thence North 330 feet to an iron pin set; thence West parallel with the South line of said Section 396 feet, more or less, to a point in the West line of the Southeast Quarter of said Section; thence South 330 feet along said West line to the point of beginning, containing 3.0 acres, more or less, located in the Southeast Quarter of Section 36, Township 3, Range 7 West, DeSoto County, Mississippi, as surveyed by Ronald R. Williams, P. E., R. L. S., on June 17, 1975.

Copyright Mississippi Bankers Association

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

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

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

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

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

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

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

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

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

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

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

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

IN TESTIMONY WHEREOF, witness the signature of the grantor this the 22nd day of Sept., 19 75.

W. L. REID III
W. L. REID, III

Marcelyn McElroy Reid
MARCELYN MCELROY REID

STATE OF MISSISSIPPI,
COUNTY OF DESOTO

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

Given under my hand and official seal, this the 22nd day of September, 19 75

My Commission Expires: My Commission Expires May 6, 1978

Elaine McLemore Elder
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 3 o'clock 05 minutes P. M. 22 day of Sept. 1975, and that the same has been recorded in Book 191 Page 109 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 24 day of Sept. 1975.
Fees $ 5.00 pd.

H. L. Ferguson, CHAN

112

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 Reggie J. Jones and wife, Barbara Jo Jones dated August 16, 1975, recorded in Book 190 at Page 483 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 19th day of Sept., 19 75.

S&W CONSTRUCTION COMPANY OF TENN., INC.

By _____
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 the 19th day of Sept., 19 75.

_____
NOTARY PUBLIC

My commission expires:
March 3, 1976

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 8 o'clock No minutes A. M. 23 day of Sept. 1975, and that the same has been recorded in Book A1 Page 112 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 24 day of Sept. 1975.

Fees $ 2.50 pd.

H. H. 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 Marvin F. Banton and wife, Mary L. Banton dated Sept. 2, 1975, recorded in Book 190 at Page 485 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 19th day of Sept., 19 75.

S&W CONSTRUCTION COMPANY OF TENN., INC.

By _____
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 the 19th day of Sept., 19 75.

_____
NOTARY PUBLIC

My commission expires:
March 3, 1976

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 8 o'clock 40 minutes A. M. 23 day of Sept. 1975, and that the same has been recorded in Book 191 Page 113 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 24 day of Sept. 1975.

Fees $ 2.50 pd.

SEAL H. P. Ferguson, CLERK

114

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 Wallace G. Turner, Jr. and wife, Marva Aline Turner dated Sept. 7, 1975, recorded in Book 190 at Page 481 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 $ 4,300.00, the principal unpaid balance of which the undersigned warrants to be $ 4,300.00 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 19th day of Sept., 19 75.

S&W CONSTRUCTION COMPANY OF TENN., INC.

By _____
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 the 19th day of Sept., 19 75.

_____
NOTARY PUBLIC

My commission expires:
March 3, 1976

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 8 o'clock
A. M. 23 day of Sept. 1975, and that the same has been
recorded in Book 191 Page 114 records of REAL ESTATE TRUST DEEDS
of said County.
Witness my hand and seal this the 24 day of Sept. 1975.
Fees $ 2.00 pd.
SEAL H. H. Jernigan

Assignment of this Instrument Recorded in
Real Estate T/D
No. 299 Book
Page 205
This the 5 day of July 19 83
H. D. Ferguson Clerk

115

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. Teague and wife, Joyce A. Teague dated Sept. 7, 1975, recorded in Book 190 at Page 479 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 19th day of Sept., 19 75.

S&W CONSTRUCTION COMPANY OF TENN., INC.

By _____
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 the 19th day of Sept., 19 75.

_____
NOTARY PUBLIC

My commission expires:
March 3, 1976

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 8 o'clock AM minutes A. M. 23 day of Sept. 1975, and that the same has been recorded in Book 191 Page 115 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 24 day of Sept. 1975.

Fees $ 2.50 pd.

SEAL H. D. Ferguson, CLERK

116

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 Joseph E. Foppiano and wife, Sara N. Foppiano dated August 14, 1975, recorded in Book 190 at Page 475 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 $ 7,200.00, the principal unpaid balance of which the undersigned warrants to be $ 7,200.00 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 19th day of Sept., 19 75.

S&W CONSTRUCTION COMPANY OF TENN., INC.

By _____
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 the 19th day of Sept., 19 75.

_____
NOTARY PUBLIC

My commission expires:
March 30, 1976

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 8 o'clock
10 minutes A. M. 23 day of Sept. 1975, and that the same has been
recorded in Book 191 Page 116 records of REAL ESTATE TRUST DEEDS
of said County.
Witness my hand and seal this the 24 day of Sept. 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 Bobby L. Liddell and wife, Dorothy M. Liddell dated Sept. 5, 1975, recorded in Book 190 at Page 477 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 19th day of Sept., 1975.

S&W CONSTRUCTION COMPANY OF TENN., INC.

By _____
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 the 19th day of Sept., 1975.

_____
NOTARY PUBLIC

My commission expires:
March 3, 1976

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 8 o'clock 50 minutes A. M. 23 day of Sept. 1975, and that the same has been recorded in Book 191 Page 117 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 24 day of Sept. 1975.

Fees $2.50 pd.

SEAL H. D. Ferguson, CLERK

118

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 Albert B. Stuart, Jr., and wife, ~~Xxxxx~~ Carrol H. Stuart dated Sept. 1, 1975, recorded in Book 190 at Page 487 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 $ 12,000.00, the principal unpaid balance of which the undersigned warrants to be $ 12,000.00 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 19th day of Sept., 19 75.

S&W CONSTRUCTION COMPANY OF TENN., INC.

By _____
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 the 19th day of Sept., 19 75.

_____
NOTARY PUBLIC

My commission expires:
March 3, 1976

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 8 o'clock No minutes A. M. 23 day of Sept. 1975, and that the same has been recorded in Book 191 Page 118 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 24 day of Sept. 1975.
Fees $ 2.50 pd.
W. H. Ferguson, D

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 C. Broome and wife, Hilda F. Broome dated Sept. 3, 1975, recorded in Book 190 at Page 473 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 19th day of Sept., 19 75.

S&W CONSTRUCTION COMPANY OF TENN., INC.

By _____
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 the 19th day of Sept., 1975.

_____
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 no minutes A. M. 23 day of Sept. 1975, and that the same has been recorded in Book 191 Page 119 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 24 day of Sept. 1975.
Fees $2.50 pd.
SEAL H. D. Ferguson, I

Paid, Satisfied and Cancelled
This 21st day of Oct 19 80
DeSoto Title Co., Inc. Trustee
President
Attest:
Chancery Clerk
By D.W. McCain, D.C.

120

DEED OF TRUST

This indenture made this 12th day of September, 19 75, between Eugene M. Mathes, Jr. and wife, Mary C. Mathes called First Party, and WALKEM DEVELOPMENT COMPANY OF MISSISSIPPI, INC., called Second Party, WITNESSETH:

WHEREAS, the First Party are indebted to the Second Party in the sum of $ 3,613.75, evidenced by one promissory note of even date due and repayable in 60 equal monthly installments of $ 60.23, ~~and one installment of $~~, the first installment due the 1st day of November, 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 248 in Section 8 of Chickasaw Bluff Lakes Subdivision as shown on Plat appearing of record in Plat Book 6, pages 29-34 in the Chancery Court Clerk's office of DeSoto County, Mississippi, to which recorded plat reference is made for a more particular description. Said lot being situated in Section 8, Township 3, Range 9, .

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

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

Witness our signatures this the date written above.

Martha Dozier

Eugene M. Mathes Jr.
Mary C. Mathes
Grantors

STATE OF TENNESSEE)
COUNTY OF SHELBY)

Personally appeared before me, the undersigned authority of said County and State, the within named Eugene M. Mathes, Jr. and wife, Mary C. Mathes, who acknowledged that they signed and delivered the above and foregoing deed of trust on the day and year therein mentioned as their free and voluntary act and deed and for the purposes therein expressed.

Given under my hand and official seal of office this the 12th day of September, 1975.

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 35 minutes A. M. 22 day of Sept. 1975, and that the same has been recorded in Book 191 Page 120 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 24 day of Sept. 1975.
Fees $ 2.50 pd.
SEAL H. D. Ferguson, CLERK

121

DEED OF TRUST

This indenture made this 15th day of September, 19 75, between Davis E. Teague called First Party, and WALKEM DEVELOPMENT COMPANY OF MISSISSIPPI, INC., called Second Party, WITNESSETH:

WHEREAS, the First Party are indebted to the Second Party in the sum of $ 5,523.00, evidenced by one promissory note of even date due and repayable in 84 equal monthly installments of $ 65.75, ~~and one installment of $ xxx~~, 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 208 in Section B of Chickasaw Bluff Lakes Subdivision as shown on Plat appearing of record in Plat Book 6, pages 29-34 in the Chancery Court Clerk's office of DeSoto County, Mississippi, to which recorded plat reference is made for a more particular description. Said lot being situated in Section 7, Township 3, Range 9, _____.

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

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

Witness our signatures this the date written above.

Martha Dozier

Davis E Teague

Grantors

STATE OF TENNESSEE)
COUNTY OF SHELBY)

Personally appeared before me, the undersigned authority of said County and State, the within named Davis E. Teague, 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 September, 19 75.

Notary Public

My commission expires:
My Commission Expires July 26, 1976

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 1 o'clock 35 minutes P. M. 22 day of Sept. 1975, and that the same has been recorded in Book 191 Page 121 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 24 day of Sept. 1975.

Fees $ 2.50 pd.

SEAL H. D. Ferguson, CLERK

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Paid, Satisfied and Cancelled
This 31 day of Aug 82
Joel Walker
Trustee

Attest
W.D. Ferguson
Chancery Clerk
By: T.E. Davis, D.C.

DEED OF TRUST

This indenture made this 18th day of September, 19 75, between Robert C. Rooker, Jr. and wife, Wanda I. Rooker 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 $ 3,350.00, evidenced by one promissory note of even date due and repayable in 84 equal monthly installments of $ 52.22, ~~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 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 178 in Section B of Delta Ridge Mobile Home Park Subdivision as shown on Plat appearing of record in Plat Book 9, pages 33-40 in the Chancery Court Clerk's office of DeSoto County, Mississippi, to which recorded plat reference is made for a more particular description.

Said lot being situated in Section 6, Township 3, Range 9.

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

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

Witness our signatures this the date written above.

Martha Bozier

Robert C. Rooker, Jr.
Wanda I. Rooker
Grantors

STATE OF TENNESSEE)
COUNTY OF SHELBY)

Personally appeared before me, the undersigned authority of said County and State, the within named Robert C. Rooker Jr. and wife, Wanda I. Rooker, 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 18th day of September, 1975.

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 35 minutes P. M. 22 day of Sept. 1975, and that the same has been recorded in Book 191 Page 122 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 24 day of Sept. 1975.
Fees $ 2.50 pd.
SEAL H. D. Ferguson, CLERK

Paid, Satisfied and Cancelled
This 5 day of Feb 19 85
Attest H. D. Ferguson
Chancery Clerk
By: J.E. Davis D.C

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DEED OF TRUST

This indenture made this 17th day of September, 19 75, between Michael H. Williams, Sr. and wife, Betty A. Williams called First Party, and WALKEM DEVELOPMENT COMPANY OF MISSISSIPPI, INC., called Second Party, WITNESSETH:

WHEREAS, the First Party is indebted to the Second Party in the sum of $ 6,750.00, evidenced by one promissory note of even date due and repayable in 84 equal monthly installments of $ 105.22, ~~and one~~ installment of $ ~~xx~~, the first installment due the 1st day of November, 19 75, and one installment due monthly thereafter until paid in full.

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

Lot 8 in Section A of Delta Ridge Mobile Home Park Subdivision as shown on Plat appearing of record in Plat Book 9, pages 30-32 in the Chancery Court Clerk's office of DeSoto County, Mississippi, to which recorded plat reference is made for a more particular description.

Said lot being situated in Section 7, Township 3, Range 9.

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

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

Witness our signatures this the date written above.

Cecira Ray

Michael H. Williams Sr.
Betty Ann Williams
Grantors

STATE OF TENNESSEE)
COUNTY OF SHELBY)

Personally appeared before me, the undersigned authority of said County and State, the within named Michael H. Williams, Sr. and wife, Betty A. Williams, 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 17th day of September, 19 75.

Notary Public

My commission expires:
My Commission Expires July 26, 1976

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 1 o'clock 35 minutes P. M. 22 day of Sept. 1975, and that the same has been recorded in Book 191 Page 123 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 24 day of Sept. 1975.

Fees $ 2.50 pd.

SEAL H. D. Ferguson, CLERK

ASSIGNMENT OF NOTES AND DEED OF TRUST

WHEREAS, on December 28, 1972 CARY WHITEHEAD, Party of the First Part, conveyed unto JOEL P. WALKER, Party of the Second Part as Trustee for the benefit of JAMES C. RAINER, III and W. B. DUNAVANT, JR., Parties of the Third Part, and as beneficiaires, certain real property situated in DeSoto County, Mississippi, described more particularly in that certain Deed of Trust of record in Book 152, Page 404 of the Real Estate Records of DeSoto County, said Deed of Trust securing a series of six notes from the said Cary Whitehead to the said James C. Rainer, III and W. B. Dunavant, Jr., aggregating $832,000.00 and payable as set out in said instrument; and

WHEREAS, James C. Rainer, III has conveyed his undivided interest in said notes and the Deed of Trust securing the same unto W. B. Dunavant, Jr. on June 24, 1974, and W. B. Dunavant, Jr. has this day conveyed all of his interest, including the interest acquired from the said James C. Rainer, III in the notes and Deed of Trust, and the purpose of this instrument is to record evidence of this assignment,

NOW, THEREFORE, FOR VALUE RECEIVED, the undersigned James C. Rainer, III hereby acknowledges and ratifies his assignment of June 24, 1974 of said notes and Deed of Trust securing same, and joins in this instrument for the purpose of evidencing said assignment and vesting said title in Central States Investment Company; and

FOR VALUE RECEIVED, W. B. Dunavant, Jr. hereby assigns unto Central States Investment Company notes number 4, 5 and 6 aggregating $732,000.00, including the interest heretofore acquired from James C. Rainer, III, together with the Deed of Trust securing same.

Said notes are conveyed subject to the notes payable on said tract, being payable to Nicholas Gotten, Henry Gotten, H. B. and M. M. Gotten, and J. N. and M. J. Sisk, and the Deeds of Trust securing the notes, the obligations

of which are hereby assumed by the assignee.

EXECUTED this 25th day of August, 1975.

JAMES C. RAINER, III

W. B. DUNAVANT, JR.

CENTRAL STATES INVESTMENT COMPANY

BY:

BY

STATE OF TENNESSEE
COUNTY OF SHELBY

Personally appeared before me, the undersigned Notary Public, in and for the State and County aforesaid, the within named JAMES C. RAINER, III and W. B. DUNAVANT, JR., who acknowledge that they signed and delivered the foregoing assignment upon the day and year above mentioned as their voluntary acts and deeds.

GIVEN UNTO MY HAND AND SEAL this 25th day of August, 1975.

Notary Public

My commission expires: MY COMMISSION EXPIRES NOV. 23, 1977

STATE OF TENNESSEE
COUNTY OF SHELBY

Personally appeared before me, the undersigned Notary Public, in and for the State and County aforesaid, the within named ROBERT L. LEDBETTER, JR., President of Central States Investment Company, a Tennessee corporation, who acknowledged that he signed and delivered the foregoing assignment as President of Central States Investment Company, being authorized so to do, on the day and year above mentioned as his voluntary act and deed and the voluntary act and deed of the said company.

GIVEN UNTO MY HAND AND SEAL this 25th day of August, 1975.

Notary Public

My commission expires:

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock no minutes A. M. 23 day of Sept. 1975, and that the same has been recorded in Book 191 Page 124 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 24 day of Sept. 1975.

Fees $ 3.50 pd.

SEAL , CLERK

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

DEED OF TRUST
LAND

THIS INDENTURE, this day made and entered into between

C.C.H

CHARLES COSTON HAMBLIN and wife, CATHERINE E. HAMBLIN,

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, (Highway 51 Branch),

of the third part, hereinafter designated as the Beneficiary.

WITNESSETH: That whereas the Grantor is justly indebted to the beneficiary in the full sum of SEVEN THOUSAND EIGHT HUNDRED THIRTY-FOUR AND 26/100 - - - - - - DOLLARS ($ 7,834.26) evidenced by one (1) promissory note of even date herewith in favor of the beneficiary, bearing interest at the rate of ten (10) per centum per - - - - - - - annum after maturity , providing for the payment of attorney's fees in case of default and being due and payable as follows, to-wit:

Forty-Two (42) equal monthly payments of One Hundred Eighty-Six and 53/100 Dollars ($186.53) each, beginning on the 29th day of August, 1975, with a like payment due and payable on the 29th day of each and every successive month thereafter, the final payment being due and payable on the 29th day of January, 1979, or until paid in full.

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

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

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

Lot 944, Section "C", Southaven Subdivision, in Section 23, Township 1 South, Range 8 West, as shown on the revised plat of said subdivision which is recorded in Plat Book 2, Pages 19, 20, 21 & 22 in the Office of the Chancery Clerk of DeSoto County, Mississippi.

Copyright Mississippi Bankers Association

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

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary herein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment of interest as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other convenant herein contained, then and in that event the entire principal sum secured hereby with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, or the owner or holder of said note or notes, be and become at once due and payable, and the trustee herein named, or his successor or successors, shall, at the request of the beneficiary, or at the request of any owner or holder of the note or notes secured hereby, sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid. Such sale shall be made by giving notice of the time, place and terms of sale as required by Section 885 of the Mississippi Code of 1942 and amendments if any thereto, and the trustee shall make deed to the purchaser or purchasers. Should the beneficiary, or the owner or holder of the note or notes secured hereby be a corporation, then in such event a declaration of default to the trustee, and a request for sale hereunder, may be made by any officer thereof. If the land covered hereby is situated in two or more counties, or in two judicial districts of the same county, the trustee may sell the whole in any of the counties, or in either of the judicial districts of a county in which any part of the land lies. Out of the proceeds of sale the trustee shall first pay the cost of advertising and making the sale; and secondly, he shall pay whatever items may have been incurred and remain unpaid in the protection of this security; then he shall pay such of the items of indebtedness secured hereby as may be outstanding in the order of their maturity, and any balance remaining in his hands shall be delivered to the grantor, or to his proper representatives, agents or assigns.

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

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

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

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

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

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

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

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

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

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

IN TESTIMONY WHEREOF, witness the signature of the grantor this the 25th day of July, 19 75.

Charles Coston Hamblin

Catherine E. Hamblin

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 COSTON HAMBLIN and wife, CATHERINE E. HAMBLIN, who severally acknowledged that they signed and delivered the above and foregoing deed of trust on the day and year therein mentioned.

Given under my hand and official seal, this the 25th day of July, 19 75.

My Commission Expires: April 3 1979

(SEAL)

Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 4 o'clock 30 minutes P. M. 23 day of Sept. 1975, and that the same has been recorded in Book 191 Page 126 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 24 day of Sept. 1975.

Fees $ 5.00 pd.

SEAL H. P. Ferguson, CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK 195 PAGE 430
THIS 27 DAY OF January 1976
W. D. Ferguson
CHANCERY CLERK

129

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

DEED OF TRUST
LAND

THIS INDENTURE, this day made and entered into between

JAMES A. STANTON and wife, MAGGIE M. STANTON,

of the first part, hereinafter designated as the Grantor,

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

THE HERNANDO BANK, of the third part, hereinafter designated as the Beneficiary.

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

TEN THOUSAND AND NO/100----------DOLLARS

($ 10,000.00) evidenced by one promissory note of even date herewith in favor of the beneficiary, bearing interest as 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: on or before ninety (90) days from date.

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

NOW, THEREFORE, in consideration of the premises, and the further consideration of Ten 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, Tract I being situated in Section Nineteen (19), Township Three (3), Range Nine (9); Tract II being situated in Section Twenty (20), Township Three (3) Range Nine (9), State of Mississippi, and more particularly described as follows, to-wit:

TRACT I: Lot 8 of Woodcrest Subdivision, as recorded in plat book 5, page 17, in the office of the Chancery Court Clerk of DeSoto County, Mississippi, to which plat reference is hereby made for a more particular description, in Section 19, Township 3, Range 9.

TRACT II: Lot 139 of Lake O' The Hills, Section A, as recorded in plat book 2, pages 29 - 33, in the office of the Chancery Court Clerk of DeSoto County, Mississippi, to which plat reference is hereby made for a more particular description, in Section 20, Township 3, Range 9.

Copyright Mississippi Bankers Association

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

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary herein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment of interest as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other convenant herein contained, then and in that event the entire principal sum secured hereby with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, or the owner or holder of said note or notes, be and become at once due and payable, and the trustee herein named, or his successor or successors, shall, at the request of the beneficiary, or at the request of any owner or holder of the note or notes secured hereby, sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid. Such sale shall be made by giving notice of the time, place and terms of sale as required by Section [illegible] 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 23 day of Sept., 19 75.

James A. Stanton
JAMES A. STANTON

Maggie M. Stanton
MAGGIE M. STANTON

777

STATE OF MISSISSIPPI,
COUNTY OF DESOTO

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

Given under my hand and official seal, this the 23rd day of September, 19 75.

My Commission Expires: My Commission Expires May 6, 1978

Elaine McLemore Elder
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 4 o'clock 45 minutes P. M. 23 day of Sept. 1975, and that the same has been recorded in Book 191 Page 129 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 24 day of Sept. 1975.

Fees $ 6.00 pd.

SEAL H. W. Ferguson, CLERK

132

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

STATE OF MISSISSIPPI, DeSoto County. } ss.

KNOW ALL MEN BY THESE PRESENTS: That BANK OF MISSISSIPPI of Olive Branch, Mississippi, the beneficiary, does hereby certify that a certain trust deed bearing date the 5th day of May 1975, made and executed by IRA E. BELK and wife, BESSIE FLORENE BELK, of 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. 185 on page 480 of the Record of Trust Deeds, on the 12th 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.

BANK OF MISSISSIPPI
Olive Branch, Mississippi

By: Peggy Mitchell
(Name)
Loan Clerk
(Title)

STATE OF MISSISSIPPI, DeSoto County. } ss.

Personally came and appeared before me, the undersigned authority a Notary Public (Name) PEGGY MITCHELL, the (Title) Loan Clerk of BANK OF MISSISSIPPI, Olive Branch, Mississippi, 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 bank, he being authorized so to do.

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

(SEAL)

NOTARY PUBLIC

My Commission Expires: June 6, 1976

LAWYERS-GREENWOOD 83844

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 4 o'clock no minutes P. M. 23 day of Sept. 1975, and that the same has been recorded in Book 191 Page 132 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 24 day of Sept. 1975.

Fees $2.50 pd.

SEAL H. D. Ferguson, CLERK

RELEASE OF DEED OF TRUST

To the Clerk of the
Chancery Court of

DeSoto County

You are hereby authorized an directed to satisfy and cancel of record in your office the Deed of Trust executed by:

Charles Casten Hamblin & Catherine E. Hamblin (wife)

to the use and benefit of:

Guaranty Loan Corporation of Miss. % Avco Financial Services

on the 11th day of May, 19 73 and recorded in Trust Deed Book 158, page 530, of the records of your office.

The indebtedness secured by said Deed of Trust was not any one and has been fully paid by the undersigned.

Witness my signature on this the 9th day of September, 19 75.

Avco Financial Services

William E. Thomas

STATE OF MISSISSIPPI
COUNTY OF DeSoto

Personally appeared before me, the undersigned authority in and for the said county and state, William E. Thomas who acknowledged that he signed the above release of Trust Deed.

Given under my hand and seal of office this the 9th day of September, 1975.

Sandy P. Smith

My Commission Expires August 24, 1978

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 4 o'clock 30 minutes P. M. 23 day of Sept. 1975, and that the same has been recorded in Book 191 Page 133 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 24 day of Sept. 1975.

Fees $2.50 pd.

SEAL H. L. Ferguson, CLERK

134

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

STATE OF MISSISSIPPI, DeSoto County. } ss.

KNOW ALL MEN BY THESE PRESENTS: That SECURITY BANK of SOUTHAVEN, MISSISSIPPI the beneficiary, does hereby certify that a certain trust deed bearing date the 13th day of June 19 75, made and executed by THOMAS GARNER and wife, ETTA ELOISE GARNER, ~~XXX~~ to said bank, the above named beneficiary, and recorded in the office of the Chancery Clerk of DeSoto County, in the State of Mississippi in Real Estate Trust Deed Record No 186 on page 561 of the Record of Trust Deeds, on the 17th 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.

SECURITY BANK
Southaven, Mississippi

By: L. Solomon
(Name) Vice President
(Title)

STATE OF MISSISSIPPI, DeSoto County. } ss.

Personally came and appeared before me, the undersigned authority a Notary Public in and for County and State aforesaid, (Name) Lola L Polunsin, the (Title) Secretary of SECURITY BANK, Southaven, Mississippi, who acknowledged that he signed and delivered the above and foregoing instrument on the day and date for the purpose therein mentioned, as the act and deed of said bank, he being authorized so to do.

Given under my hand and seal of office this 18th day of September, A. D. 1975

(SEAL) Lola L Polunsin NOTARY PUBLIC

My Commission Expires: My Commission Expires April 18, 1979

LAWYERS-GREENWOOD 8/844

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 4 o'clock no minutes P. M. 23 day of Sept. 1975, and that the same has been recorded in Book 191 Page 134 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 24 day of Sept. 1975.

Fees $2.50 pd.

SEAL H. H. Ferguson, CLERK

135

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST Class C

STATE OF MISSISSIPPI, DeSoto County, } ss.

KNOW ALL MEN BY THESE PRESENTS: That GUARANTY LOAN CORPORATION OF MISSISSIPPI of Jackson, Mississippi, the beneficiary, does hereby certify that a certain trust deed bearing date the 10th day of May 19 73, made and executed by CHARLES CASTON HAMBLIN and wife, CATHERINE E. HAMBLIN to said company, the above named beneficiary, and recorded in the office of the Chancery Clerk of DeSoto County, in the State of Mississippi in Real Estate Trust Deed Record No. 158 on page 530 of the Record of Trust Deeds, on the 11th day of May, A. D. 19 73 is now fully paid and satisfied; and I do hereby authorize the Clerk of the Chancery Court of said DeSoto County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of said County also as provided by law.

GUARANTY LOAN CORPORATION OF MISSISSIPPI

By: Barney R Heflin
(Name) Barney R. Heflin, Asaistant Secretary
(Title)

STATE OF MISSISSIPPI, } ss.
~~DeSoto County~~
HINDS COUNTY

Personally come and appeared before me, the undersigned authority a Notary Public in and for County and State aforesaid, (Name) Barney R. Heflin, the (Title) Assistant Secretary of GUARANTY LOAN CORPORATION OF MISSISSIPPI, who acknowledged that he signed and delivered the above and foregoing instrument on the day and date for the purpose therein mentioned as the act and deed of said company, he being authorized so to do.

Given under my hand and seal of office this 7th day of August, A. D. 19 75.

(SEAL)

Mrs Mary Alice Coulter
NOTARY PUBLIC

My Commission Expires: Oct 9, 1977

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 4 o'clock 30 minutes P. M. 23 day of Sept. 1975, and that the same has been recorded in Book 191 Page 135 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 24 day of Sept 1975.

Fees $2.50 pd.

SEAL H. H. Ferguson, CLERK

136

Authority to Cancel - Mississippi - Jim Walter ~~Homes, Inc.~~ CORPORATION

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 Michael W. Bohlman and Viola D. Bohlman, his wife to JIM WALTER ~~HOMES, INC.~~ Corporation, which deed of trust is recorded in Book Number 111 at Page 375 of the records of the deeds of trust in your office.

IN WITNESS WHEREOF, JIM WALTER ~~HOMES, INC.~~ Corporation, has caused its official seal and signature to be affixed hereto by its duly authorized officers, this the 19th day of September, 19 75.

Jim Walter Corporation

By: J. H. Kelly
J. H. Kelly, Asst. Vice PRESIDENT

ATTEST:

S. L. Russell, Asst. SECRETARY

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

Personally appeared before me, the undersigned authority duly authorized by law to take acknowledgments in and for said County and State, the within named J. H. Kelly and S. L. Russell who acknowledged to me that they are Asst. Vice President and Asst. Secretary, respectively, of JIM WALTER ~~HOMES, INC.~~ Corporation, a corporation, and that for and on behalf of said corporation and as its act and deed, they signed and delivered the above and foregoing instrument of writing on the day and in the year therein mentioned, they being first duly authorized so to do by said corporation.

GIVEN under my hand and official seal this, the 19th day of September, 19 75.

Margaret D. Wilson
NOTARY PUBLIC, STATE OF FLORIDA AT LARGE

My commission expires:
Notary Public State of Florida at Large
My Commission Expires Sept. 2, 1978.

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 4 o'clock
no minutes P. M. 23 day of Sept. 1975, and that the same has been
recorded in Book 191 Page 136 records of REAL ESTATE TRUST DEEDS
of said County.
Witness my hand and seal this the 24 day of Sept. 1975.

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

o/r pd.

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

STATE OF MISSISSIPPI, DeSoto County. } ss.

KNOW ALL MEN BY THESE PRESENTS: That THE HERNANDO BANK

of Hernando, Mississippi the beneficiary, does hereby certify that a certain trust deed bearing date the 16th day of July 19 75, made and executed by RALPH R. ROSS and wife, SYLVIA W. ROSS, of Hernando, Mississippi, to WILLIAM W. BALLARD, 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. 188 on page 39 of the Record of Trust Deeds, on the 16th day of July A. D. 19 75, is now fully paid and satisfied, and I do hereby authorize the Clerk of the Chancery Court of said DeSoto County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of said County also as provided by law. This the 9th day of September, 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 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 9th day of September, A. D. 1975

My Commission Expires Jan. 7, 1978

Elsie M. Baxter

NOTARY PUBLIC

LAWYERS-GREENWOOD 37644

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 8 o'clock no minutes A. M. 23 day of Sept 1975, and that the same has been recorded in Book 191 Page 131 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 25 day of Sept. 1975.

Fees $ 2.50 pd.

SEAL H. D. Ferguson, CLERK

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

STATE OF MISSISSIPPI, DeSoto County. } ss.

KNOW ALL MEN BY THESE PRESENTS: That Warren Finch

of Homemakers Finance Service, Inc. 1389 Stateline Rd., Southaven, Miss. 38671 the beneficiary, does hereby certify that a certain trust deed bearing date the 25th day of April 19 75 made and executed by James W. White, Jr. and wife, Lucille White of Box 66E Star Rt. Southaven, Miss. to Warren Finch the above named beneficiary, and recorded in the office of the Chancery Clerk of DeSoto County, in the State of Mississippi in DeSoto County Register Of Trust Deed Record No. 185 on page 311 of the Record of Trust Deeds, on the 1st 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.

Homemakers Finance Service, Inc.

BY: J. C. Larsen
J. C. Larsen, Assistant Vice President

D. C. Russell
D. C. Russell, Attesting Secretary

CONNECTICUT
STATE OF ~~MISSISSIPPI~~ DeSoto County. } ss.
Fairfield

Personally came and appeared before me, the undersigned authority a Notary Public in and for County and State aforesaid J. C. Larsen who acknowledged that he signed and delivered the above and foregoing instrument on the day and date for the purpose therein mentioned.

Given under my hand and seal of office this 8th day of September A. D. 19 75

MURIEL B. BOLES
NOTARY PUBLIC
My Commission Expires March 31, 1980

Muriel B. Boles

LAWYERS-GREENWOOD 87444

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock 30 minutes A. M. 24 day of Sept. 1975, and that the same has been recorded in Book 191 Page 138 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 25 day of Sept. 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 Warren Finch of Homemakers Finance Service, Inc. 1389 Stateline Rd., Southaven, Miss. 38671 the beneficiary, does hereby certify that a certain trust deed bearing date the 11th day of August 1975, made and executed by Charles F. Harberson and wife Alice Marie Harberson of 223 Ashford Dr., Walls, Miss. 38680 to Warren Finch the above named beneficiary, and recorded in the office of the Chancery Clerk of DeSoto County, in the State of Mississippi in DeSoto County Register Office Deed Record No. 189 on page 225 of the Record of Trust Deeds, on the 11th day of August, 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.

Homemakers Finance Service, Inc.

BY: J. C. Larsen
J. C. Larsen, Assistant Vice President

D. C. Russell
D. C. Russell, Attesting Secretary

CONNECTICUT
STATE OF ~~MISSISSIPPI~~, ~~DeSoto~~ County. } ss.
FAIRFIELD

Personally came and appeared before me, the undersigned authority a Notary Public in and for County and State aforesaid, J. C. Larsen who acknowledged that he signed and delivered the above and foregoing instrument on the day and date for the purpose therein mentioned.

Given under my hand and seal of office this 8th day of September A. D. 19 75

MURIEL B. BOLES
NOTARY PUBLIC
My Commission Expires March 31, 1980

Muriel B. Boles

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock 30 minutes A. M. 24 day of Sept. 1975, and that the same has been recorded in Book 191 Page 139 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 25 day of Sept. 1975.
Fees $2.50 pd.
SEAL H. L. Ferguson, CLERK

140

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST Class C

STATE OF MISSISSIPPI, DeSoto County. } ss.

KNOW ALL MEN BY THESE PRESENTS: That Warren Finch Rd., Southaven, Miss. 38671 of Homemakers Finance Service, Inc. 1389 Stateline the beneficiary, does hereby certify that a certain trust deed bearing date the 15th day of April 1975, made and executed by Paul F. Coffman and wife, Evenlyn A. Coffman of 1173 Big Horn Dr., Nesbit, Miss., to Warren Finch the above named beneficiary, and recorded in the office of the Chancery Clerk of DeSoto County, in the State of Mississippi in DeSoto County Register Office Deed Record No 185 on page 127 of the Record of Trust Deeds, on the 21st day of April, 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.

Homemakers Finance Service, Inc.

BY: J. C. Larsen, Assistant Vice President

D. C. Russell, Attesting Secretary.

CONNECTICUT
STATE OF ~~MISSISSIPPI~~ } ss.
~~DeSoto~~ County.
FAIRFIELD

Personally came and appeared before me, the undersigned authority a Notary Public in and for County and State aforesaid, J. C. Larsen who acknowledged that he signed and delivered the above and foregoing instrument on the day and date for the purpose therein mentioned.

Given under my hand and seal of office this 8th day of September A. D. 19 75

MURIEL B. BOLES
NOTARY PUBLIC
My Commission Expires March 31, 1980

Muriel B. Boles

LAWRENCE-GREENWOOD 27644

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock 30 minutes A. M. 24 day of Sept. 1975, and that the same has been recorded in Book 191 Page 140 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 25 day of Sept. 1975.

Fees $ 2.50 pd.

SEAL H. L. Ferguson, CLERK

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST Class C

STATE OF MISSISSIPPI, DeSoto County. } ss.

KNOW ALL MEN BY THESE PRESENTS: That Peoples Bank & Trust, 67 East Pigeon Roost

of Olive Branch, Miss 38654 the beneficiary, does hereby certify that a certain deed of

bearing date the 12 day of September 19 73, made and executed by Rubel L. Elliott &

Gail T. Elliott of 1503 Delmont, Memphis Tenn 38117 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. 165 on page 476

of the Record of Trust Deeds, on the 14 day of September, A. D. 19 73, is now fully paid

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

County to enter satisfaction and certificate of payment in full upon the 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

Ass't. Cashier

STATE OF MISSISSIPPI, DeSoto County. } ss.

Personally came and appeared before me, the undersigned authority Aurelia B. Jones, a Notary Public

in and for County and State aforesaid, Janice C. Payne, Ass't. Cashier Peoples Bank and Trust who acknowledged that he signed and

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

Given under my hand and seal of office this 22nd. day of September A. D. 19 75

Aurelia B. Jones

Notary Pulbic

MY COMMISSION EXPIRES MAY 18, 1976

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 30 minutes A. M. 24 day of Sept. 1975, and that the same has been recorded in Book 191 Page 141 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 25 day of Sept. 1975.

Fees $2.50 pd.

SEAL H. D. Ferguson, CLERK

142

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

STATE OF MISSISSIPPI, DeSoto County. } ss.

KNOW ALL MEN BY THESE PRESENTS: That The Hernando Bank

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

bearing date the 4th day of February 19 75, made and executed by W. P. Veazey, III

_____ of _____ to said Bank

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

County, in the State of Mississippi in Real Estate Trust Deed Record No 183 on page 198

of the Record of Trust Deeds, on the 11th 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.

The Hernando Bank
Hernando, Mississippi

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

STATE OF MISSISSIPPI, DeSoto County. } ss.

Personally came and appeared before me, the undersigned authority a Notary Public

in and for County and State aforesaid, A. S. Ballard, Jr. the President of The Hernando Bank who acknowledged that he signed and

delivered the above and foregoing instrument on the day and date for the purpose therein mentioned, as the act and deed of said bank, he being authorized so to do

Given under my hand and seal of office this 23rd day of September A. D. 19 75

(SEAL) Beverly B. Scott
Notary Public

My Commission Expires: My Commission Expires May 7, 1977

LAWRENCE-GREENWOOD 82844

Return to G/W/C

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 30 minutes A. M. 24 day of Sept. 1975, and that the same has been recorded in Book 191 Page 142 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 25 day of Sept. 1975.

Fees $ 2.50 pd.

SEAL H. L. Ferguson, CLERK

MISSISSIPPI
ASSIGNMENT OF DEED OF TRUST

PREPARED BY:
SIDNEY M. KATZ, ATTY.
[illegible] KNIGHT-ARNOLD ROAD
MEMPHIS, TENN. 38118

For valuable consideration, the receipt of which is acknowledged, the undersigned does hereby sell, transfer and assign unto FEDERAL NATIONAL MORTGAGE ASSOCIATION, that certain Deed of Trust executed by James H. Escue and wife, Wanda Fay Escue to DELTA TITLE COMPANY, Trustee, for the benefit of National Mortgage Company, a Tennessee Corporation, dated July 28, 1975, securing a note in the sum of $ 25,000.00, recorded in Book 189, Page 1, of the office of the Chancery Clerk of DeSoto County, Mississippi, together with the indebtedness secured thereby.

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

The undersigned covenants that the original Note secured by said Deed of Trust and assigned by this instrument is in the principal amount of $ 25,000.00, plus interest at the rate of 8 1/2 % 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 17th day of September, 19 75.

NATIONAL MORTGAGE COMPANY

Sidney M. Katz
Senior Vice President

ATTEST:

Marvin J. Loskove
Assistant Secretary

STATE OF TENNESSEE
COUNTY OF SHELBY

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

GIVEN UNDER MY HAND and seal of office, this the 17th day of September, 19 75.

My Commission expires Aug. 17, 1976

2/71Y226

Elizabeth Wonelly
NOTARY PUBLIC

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock 50 minutes A. M. 24 day of Sept 1975, and that the same has been recorded in Book 191 Page 143 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 25 day of Sept. 1975.

Fees $ 2.50 pd.

SEAL H. D. Ferguson, CLERK

144

PREPARED BY:
SIDNEY M. KATZ,
4041 KNIGHT-ARNOLD
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 St. Louis County Federal Savings and Loan Association, that certain Deed of Trust executed by Ralph L. Farrow & wife, Kathy M. Farrow, to Delta Title Company, Trustee, for the benefit of National Mortgage Company, a Tennessee Corporation, dated August 14, 19 75, securing a note in the sum of $ 31,300.00, recorded in Book 189, Page 382, of the office of the Chancery Clerk of DeSoto County, Mississippi, together with the indebtedness secured thereby.

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

The undersigned covenants that the original Note secured by said Deed of Trust and assigned by this instrument is in the principal amount of $ 31,300.00, plus interest at the rate of 9 % per annum, the first monthly installment being due the first day of October, 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 17th day of September, 1975.

NATIONAL MORTGAGE COMPANY

Sidney M. Katz
Senior Vice President

ATTEST:

Marvin J. Loskove
Assistant Secretary

STATE OF TENNESSEE
COUNTY OF SHELBY

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

GIVEN UNDER MY HAND and seal of office, this the 17th day of September, 1975.

Judith Combs
NOTARY PUBLIC

2/71/226 My Commission Expires Sept. 13, 1977

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock 30 minutes A. M. 24 day of Sept. 1975, and that the same has been recorded in Book 191 Page 144 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 25 day of Sept. 1975.

Fees $ 2.50 pd.

SEAL H. P. Ferguson, CLERK

JAMES E. McGEHEE AND COMPANY, INC., GRANTOR)
)
)
TO) PARTIAL RELEASE
)
)
T & S HOMES, INC., GRANTEE)

For and in consideration of Ten Dollars ($10.00) and other good and valuable considerations, James E. McGehee and Company, Inc. does hereby release from the lien of that certain deed of trust given by T & S Homes, Inc. to James E. McGehee and Comapny, Inc. being dated March 1, 1974 and recorded in Book 172, page 197 in the office of the Chancery Clerk of DeSoto County, Mississippi, the hereafter described land in DeSoto County, Mississippi, described as follows, to-wit:

> Lot 16, Section A Revised, Churchwood Estates Subdivision in Section 2, Township 2 South, Range 8 West, as per plat thereof recorded in Plat Book 12, Pages 45 and 46 in the office of the Chancery Clerk of DeSoto County, Mississippi.

The lien on the remaining land which has not been previously released remains in full force and effect.

The Chancery Clerk of DeSoto County, Mississippi is hereby requested and authorized to record this release to record this release and to make any and all marginal notations to fully perfect the same.

WITNESS the signature this the 10th day of September, 1975.

JAMES E McGEHEE AND COMPANY, INC.

By James E. McGehee, Jr.

STATE OF TENNESSEE
COUNTY OF SHELBY

Personally appeared before me, the undersigned authority in and for said county and state, the within named James E. McGehee, Jr., President of James E. McGehee and Company, Inc., who acknowledged that he signed and delivered the above and foregoing Partial Release on the day and date therein mentioned as his free and voluntary act and deed and for the purposes therein expressed.

Given under my hand and official seal of office this the 10th day of September, 1975.

Notary Public

My Commission Expires:

June 5, 1978

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 1 o'clock 20 minutes P. M. 24 day of Sept. 1975, and that the same has been recorded in Book 191 Page 145 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 25 day of Sept. 1975.

Fees $2.50 pd.

SEAL H. P. Ferguson, CLERK

146

Assignment of this Instrument Recorded in
Real Est T/D Book
No 335 Page 240
This the 3 day of April 19 83
H. D. Ferguson Clerk D.C.

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

CANCELLED BY AUTHORITY RECORDED IN BOOK
356 PAGE 627
THIS 15 DAY OF Jan. 19 86
H. D. Ferguson
CHANCERY CLERK by N.B.

DEED OF TRUST

THIS DEED OF TRUST is made this 24th day of SEPTEMBER, 19 75, among the Grantor, CHARLES J. MOORE (a/k/a Charles James Moore), and wife, VICKI J. MOORE, (a/k/a Vicki Scarbrough Moore), (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:

Beginning at a point in the East line of Section 5, a distance of 580.62 feet South 0° 19' 30" West of the Northeast Corner of Section 5, Township 2 South, Range 7 West, thence South 0° 19' 30" West along the East line of Section 5, a distance of 200.0 feet to a point; thence South 87° 08' 46" West a distance of 653.40 feet to a point; thence North 0° 19' 26" East a distance of 200.07 feet to a point; thence North 87° 09' 10" East a distance of 653.40 feet to the point of beginning, containing 130,680 square feet or 3.0 acres, more or less, lying and being situated in the Northeast 1/4 of Section 5, Township 2 South, Range 7 West, DeSoto County, MS.

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 October 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 DeSoto County as Trustee designates in the notice of sale in one or more parcels and in such order as Trustee may determine. Lender or Lender's designee may purchase the Property at any sale.

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

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

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

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

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

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

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

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

Charles J. Moore
CHARLES J. MOORE —Borrower

Vicki J. Moore
VICKI J. MOORE —Borrower

Rt. 1 Box 107-A

Southaven, Ms. 38671
Property Address

STATE OF MISSISSIPPI, DESOTO COUNTY ss:

Personally appeared before me, the undersigned authority in and for said County and State, the within named CHARLES J. MOORE and wife, VICKI J. MOORE, who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and seal of office, on this the 24th day of SEPTEMBER, A.D., 19 75.

My Commission expires:
8-11-76

Faye G. Daniels
Notary Public

STATE OF MISSISSIPPI, DeSOTO COUNTY
I certify that the within instrument was filed for record at 2 o'clock and 05 minutes P. M. 24

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 2 o'clock
05 minutes P. M. 24 day of Sept. 1975, and that the same has been recorded in Book 191 Page 146 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 25 day of Sept. 1975.

Fees $5.00 pd.

SEAL H. L. Ferguson, CLERK

150

CANCELLED BY AUTHORITY RECORDED IN BOOK 217 PAGE 62
THIS 13 DAY OF Oct 1977
H. D. Ferguson
CHANCERY CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK 218 PAGE 53
THIS 4 DAY OF Nov 1977
H. D. Ferguson
CHANCERY CLERK

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

DEED OF TRUST
LAND

THIS INDENTURE, this day made and entered into between

NELLO J. RAGGHIANTI, JR., and wife, DOROTHY J. RAGGHIANTI,

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

FOURTEEN THOUSAND THREE HUNDRED SIXTY-THREE AND 28/100---------DOLLARS

($ 14,363.28) evidenced by one promissory note of even date herewith in favor of the beneficiary, bearing interest as 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: seventy-two (72) monthly installments of principal and interest in the amount of ONE HUNDRED NINETY-NINE AND 49/100 DOLLARS ($199.49) each, the first of said monthly installments of principal and interest being due and payable on or before the 20th day of October, 1975, and one (1) of said monthly installments of principal and interest 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 Twenty-Seven (27), Township Two (2), Range Seven (7), West,
State of Mississippi, and more particularly described as follows, to-wit:
3.89 acres, more or less, in the Northwest Quarter of Section 27, Township 2, Range 7 West, in DeSoto County, Mississippi, being a part of the property recorded in Book 68, Page 172 of the Recorder's Office at Hernando, Mississippi, and more particularly described as follows:
BEGINNING at a point in the West line of Section 27, 2975.0 feet North of the Southwest Corner of Section 27; thence North 5° 00' West along the West line of said Section, 347 feet to a point; thence North 84° 43' East 572.40 feet to a point; thence South 13° 25' West 209.12 feet to a point; thence South 4° 30' West 151.09 feet to a point; thence South 84° 43' West 482.41 feet to the point of beginning. This is a part of the same property conveyed to the C. Ray Couch and wife, Morzelle Couch, by Deed of record in Book 68, Page 172, of the Office of the Chancery Clerk of DeSoto County, Mississippi. The foregoing description is based on a survey dated January 24, 1969, made by Tom King, Certified Land Surveyor.

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

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

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

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

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

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

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

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

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

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

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

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

IN TESTIMONY WHEREOF, witness the signature of the grantor this the 24th day of Sept., 19 75.

Nello J. Ragghianti Jr.
NELLO J. RAGGHIANTI, JR.

Dorothy J. Ragghianti
DOROTHY J. RAGGHIANTI

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 NELLO J. RAGGHIANTI, JR., and wife, DOROTHY J. RAGGHIANTI, **who severally acknowledged that** they **signed and delivered the above and foregoing deed of trust on the day and year therein mentioned.**

Given under my hand and official seal, this the 24th **day of** September, **19** 75.

My Commission Expires: My Commission Expires May 6, 1978

Elaine McLemore Elder
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 2 o'clock 30 minutes P. M. 24 day of Sept. 1975, and that the same has been recorded in Book 191 Page 150 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 25 day of Sept. 1975.

Fees $5.00 pd.

SEAL H. H. Ferguson, CLERK

ORDER TO CLERK TO CANCEL DEED OF TRUST

TO THE CHANCERY CLERK OF
DESOTO COUNTY, MISSISSIPPI:

KNOW ALL MEN BY THESE PRESENTS: That First National Bank of Hernando, Mississippi, the beneficiary, does hereby certify that a certain trust deed bearing the date of the 31st day of October, 1974, made and executed by Arthur E. Huggins of Southaven, Mississippi, to the above named beneficiary, and recorded in the office of the Chancery Clerk of DeSoto County, in the State of Mississippi in Land Trust Deed Record No. 181, on Page 104, of the 1974 Record of Trust Deeds, on the 1st day of November, 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 signature this the 23rd day of September, 1975.

FIRST NATIONAL BANK, HERNANDO, MISS.

By: Jack W. Ussery
Jack W. Ussery, President

STATE OF MISSISSIPPI
COUNTY OF DESOTO

PERSONALLY appeared before me, the undersigned authority of law in and for the jurisdiction aforesaid, the within named Jack W. Ussery who acknowledged that as President, for and on behalf of and by authority of First National Bank, Hernando, Mississippi, he signed the above and foregoing instrument and delivered said instrument on the day and year therein mentioned.

GIVEN UNDER MY HAND and seal of office, this the 23rd day of September, 1975.

Richard Aaron Taylor Jr
Notary Public

My Commission expires:

My Commission Expires July 28, 1979

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 11 o'clock 15 minutes A. M. 24 day of Sept. 1975, and that the same has been recorded in Book 191 Page 143 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 25 day of Sept. 1975.

Fees $2.50 pd.

SEAL H. D. Ferguson, CLERK

154

ORDER TO CLERK TO CANCEL DEED OF TRUST

TO THE CHANCERY CLERK OF
DESOTO COUNTY, MISSISSIPPI:

KNOW ALL MEN BY THESE PRESENTS: That First National Bank of Hernando, Mississippi, the beneficiary, does hereby certify that a certain trust deed bearing the date of the 31st day of October, 1974, made and executed by Bob Gray of Southaven, Mississippi, to the above named beneficiary, and recorded in the office of the Chancery Clerk of DeSoto County, in the State of Mississippi in Land Trust Deed Record No. 181, on Page 103, of the 1974 Record of Trust Deeds, on the 1st day of November, 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 signature this the 23rd day of September, 1975.

FIRST NATIONAL BANK, HERNANDO, MISS.

By: Jack W. Ussery
Jack W. Ussery, President

STATE OF MISSISSIPPI
COUNTY OF DESOTO

PERSONALLY appeared before me, the undersigned authority of law in and for the jurisdiction aforesaid, the within named Jack W. Ussery who acknowledged that as President, for and on behalf of and by authority of First National Bank, Hernando, Mississippi, he signed the above and foregoing instrument and delivered said instrument on the day and year therein mentioned.

GIVEN UNDER MY HAND and seal of office, this the 23rd day of September, 1975.

Richard Aaron Taylor Jr
Notary Public

My Commission expires:

My Commission Expires July 28, 1979

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 11 o'clock 15 minutes A. M. 24 day of Sept. 1975, and that the same has been recorded in Book 191 Page 154 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 25 day of Sept. 1975.

Fees $2.50 pd.

SEAL H. L. Ferguson, CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK 200 PAGE 652
THIS 4 DAY OF June 1976
H. D. Ferguson
CHANCERY CLERK

155

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

DEED OF TRUST
LAND

THIS INDENTURE, this day made and entered into between William R. Lewis and wife Betty J. Lewis

of the first part, hereinafter designated as the Grantor,

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

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

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

Fourty- seven Thousand and No/100 ---------- DOLLARS

($47,000.00) 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 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 27th day of February, 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:

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 26-36 in the Chancery Court Clerk's Office of DeSoto County, Mississippi, to which recorded plat reference is made for a more particular description. Said lot being situated in Section 7, Township 2, Range 6 West.

Copyright Mississippi Bankers Association

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

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary herein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment of interest as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other convenant herein contained, then and in that event the entire principal sum secured hereby with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, or the owner or holder of said note or notes, be and become at once due and payable, and the trustee herein named, or his successor or successors, shall, at the request of the beneficiary, or at the request of any owner or holder of the note or notes secured hereby, sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid. Such sale shall be made by giving notice of the time, place and terms of sale as required by Section 888 of the Mississippi Code of 1942 and amendments if any thereto, and the trustee shall make deed to the purchaser or purchasers. Should the beneficiary, or the owner or holder of the note or notes secured hereby be a corporation, then in such event a declaration of default to the trustee, and a request for sale hereunder, may be made by any officer thereof. If the land covered hereby is situated in two or more counties, or in two judicial districts of the same county, the trustee may sell the whole in any of the counties, or in either of the judicial districts of a county in which any part of the land lies. Out of the proceeds of sale the trustee shall first pay the cost of advertising and making the sale; and secondly, he shall pay whatever items may have been incurred and remain unpaid in the protection of this security; then he shall pay such of the items of indebtedness secured hereby as may be outstanding in the order of their maturity, and any balance remaining in his hands shall be delivered to the grantor, or to his proper representatives, agents or assigns.

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

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

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

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

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

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

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

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

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

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

IN TESTIMONY WHEREOF, witness the signature of the grantor this the 22nd day of September 1975

William R. Lewis
William R. Lewis

Betty J. Lewis
Betty J. Lewis

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 R. Lewis and wife Betty J. Lewis** 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 day of **September** 1975

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

Betty L. Hollowell
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 30 minutes A. M. 24 day of Sept. 1975, and that the same has been recorded in Book 191 Page 155 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 25 day of Sept. 1975.

Fees $ 5.00 pd.

H. H. Ferguson

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CANCELLED BY AUTHORITY OF ... IN BOOK 199 PAGE 96
THIS 21 DAY OF April 19 76
D.B. Treadaway
CHANCERY CLERK

Branch Memphis No. Mos 180

May 13 19 75

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

Whereas, Jack W. Gentry and Janalea Gentry

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 Nine Thousand Four Hundred Fifty Six Dollars ($ 39,456.00) as evidenced by one certain promissory note of even date herewith made by the Grantor to the Beneficiary and payable in monthly installments of $ 219.20, the first of said installments being due and payable on the 5 day of August, 19 75, and a like installment on the 5 day of each and every month thereafter until the entire principal sum, together with interest from maturity at the rate of six per cent per annum has been paid in full;

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

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

Lot 239, Section B, Chickasaw Bluff Lakes Subdivision as shown on plat appearing of record in Plat Book 6, Page 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 & 8, Township 3, Range 9.

FOR SOURCE OF TITLE SEE BOOK 114 PAGE 210.

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

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

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

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

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

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

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

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

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

FORM JW-250

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

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

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

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

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

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

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

WITNESS the signature of the Grantor this 13th day of May, 19 75

WITNESS: Jerry Franklin

Jack W. Gentry

Janalea Gentry

ACKNOWLEDGMENT

STATE OF MISSISSIPPI

COUNTY OF

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

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

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

Notary Public
My Commission Expires:

SEAL

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

ACKNOWLEDGMENT

STATE OF Tennessee
COUNTY OF Shelby

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

GIVEN under my hand and official seal, this the 13th day of May, 19 75

Hulan L. Roberts
NOTARY PUBLIC

MY COMMISSION EXPIRES AUGUST 23, 1978

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock 30 minutes A. M. 24 day of Sept. 1975, and that the same has been recorded in Book 191 Page 108 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 25 day of Sept. 1975.

Fees $ 4.00 pd.

SEAL H. W. Feranna CLERK

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CANCELLED BY AUTHORITY RECORDED IN BOOK 203 PAGE 858
THIS 17 DAY OF Sept. 1976
CHANCERY CLERK

Branch Memphis No. Mos 180

September 6 19 75

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

Whereas, Norris Clark and Corelia Clark

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 Eight Thousand Nine Hundred Sixteen Dollars ($ 38,916 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 $ 216 20, the first of said installments being due and payable on the 5 day of December, 19 75, and a like installment on the 5 day of each and every month thereafter until the entire principal sum, together with interest from maturity at the rate of six per cent per annum has been paid in full;

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

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

3.0 Acres situated in the Northwest Quarter of Section 14, Township 2 South, Range 6 West, DeSoto County, Mississippi being more particularly described as BEGINNING at the Northeast Corner of Section 14, Township 2 South, Range 6 West, DeSoto County, Mississippi; thence North 86° 49 min. 56.9 sec. East along the North line of said Section and being the center line of College Road 470.19 feet to a point; thence South 3° 25 min. 10.7 sec. East 40.0 feet to a point in the proposed South line of College Road, said point being the Northwest Corner of the 3 acre tract and being the point of beginning; thence North 86° 49 min. 56.9 sec. East along the proposed South ROW line of College Road 208.71 feet to a point; thence South 3° 24 min/ 07.7 sec. East 376.73 feet to a point thence South 3° 26 min. 51.6 sec. East 249.40 feet to a point, said point being the Southwest Corner of the 3 acre tract; thence South 86° 49 min. 56.9 sec. West 208.71 feet to a point; thence North 3° 25min. 10.7 sec. West along the West line of said tract 626.13 feet to the point of beginning.

FOR SOURCE OF TITLE SEE BOOK 118 PAGE 421.

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

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

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

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

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

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

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

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

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

FORM JW-250

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 13th day of September, 1975.

x Marion D. Townsend
Marion D. Townsend

Donnie Ray Townsend
Donnie Ray Townsend

STATE OF MISSISSIPPI
COUNTY OF DESOTO

Personally appeared before me, a notary public in and for said county and state, the above named MARION D. TOWNSEND AND WIFE, DONNIE RAY TOWNSEND, 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 13th day of September, 1975.

NOTARY PUBLIC

My commission expires:
June 6, 1976

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 9 o'clock AM minutes A. M. 24 day of Sept. 1975, and that the same has been recorded in Book 191 Page 162 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 25 day of Sept. 1975.

Fees $2.50 pd.

SEAL H. D. Ferguson, CLERK

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DEED OF TRUST

Kenneth R. Tramel and Wife, Christine S. Tramel 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 606, 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 Six Hundred Dollars and No Cents Dollars ($ 5,600.00), 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 $ 74.02 each beginning the 1st day of November, 197 5, 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

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.

Kenneth R Tramel
Kenneth R Tramel

Christine S. Tramel
Christine S. Tramel

STATE OF MISSISSIPPI
COUNTY OF DESOTO

Personally appeared before me, a notary public in and for said county and state, the above named Kenneth R. Tramel and Wife, Christine S. Tramel, 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.

NOTARY PUBLIC

My commission expires:
June 6, 1976

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 9 o'clock 30 minutes A. M. 25 day of Sept. 1975, and that the same has been recorded in Book 191 Page 164 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 25 day of Sept. 1975.

Fees $2.50 pd.

SEAL H. P. Ferguson, CLERK

Assignment of this Instrument Recorded in Book 405 Page 405 This the 1 day of Oct 1923 H. G. Ferguson Clerk

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

Assignment of this Instrument Recorded in Real Estate D/D Book 321 Page 64 No. 321 This the 8 day of August 1984 H. G. Ferguson Clerk

CANCELLED BY AUTHORITY RECORDED IN BOOK 339 PAGE 561 THIS 31 DAY OF May 1985 H. D. Loughmond CHANCERY CLERK D.C.

DEED OF TRUST

Willie P. Hall and Wife, Olivia Hall 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 ____ weconvey and warrant to JAMES W. AMOS, TRUSTEE, the following described property in DeSoto County, State of Mississippi, to-wit:

Lot 573, 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 November First, 197 5, 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

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 situnted 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 September, 1975.

/s/ Willie P. Hall
Willie P. Hall

/s/ Olivia Hall
Olivia Hall

STATE OF MISSISSIPPI
COUNTY OF DESOTO

Personally appeared before me, a notary public in and for said county and state, the above named WILLIE P. HALL AND WIFE, OLIVIA HALL, 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 September, 1975.

NOTARY PUBLIC

My commission expires:
June 6 1976

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 9 o'clock 30 minutes A. M. 24 day of Sept. 1975, and that the same has been recorded in Book 191 Page 100 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 25 day of Sept. 1975.

Fees $2.50 pd.

SEAL H. D. Ferguson, CLERK

Assignment of this Instrument Recorded in Book 404 Page 25
No. 1191 This the 1 day of Oct 1975
A. D. Lynn Clerk

DEED OF TRUST

DEWEY E. PINNER AND WIFE, WILLIE R. PINNER 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 595, 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 ($ 5800.00), 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 November, 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 13th day of September, 1975.

Dewey E. Pinner

Dewey E. Pinner

Willie R. Pinner

Willie R. Pinner

STATE OF MISSISSIPPI
COUNTY OF DESOTO

Personally appeared before me, a notary public in and for said county and state, the above named DEWEY E. PINNER AND WIFE, WILLIE R. PINNER, 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 13th day of September, 1975.

NOTARY PUBLIC

My commission expires:

Nov 6 1976

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 9 o'clock no minutes A. M. 24 day of Sept. 1975, and that the same has been recorded in Book 191 Page 162 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 25 day of Sept. 1975.

Fees $ 2.50 pd.

SEAL H. P. Ferguson, CLERK

Paid Satisfied and Cancelled
This 9th day of March 1976
Security Bank of Southaven
H. L. Walker asst Vice-President

Attest
H. B. Ferguson,
Chancery Clerk
D. W. Walfall, D.C.

1/0

FOR REAL ESTATE, CHATTEL OR BOTH

Raymond T. Wilson, et ux,
Grantors

To { DEED OF TRUST

William F. Hagan, Trustee for Security Bank of Southaven a Branch of Security Bank of Hernando,
Beneficiary

THIS INDENTURE, Made this 24th day of September 1975 between Raymond T. Wilson and wife, Dixie Leigh Wilson, parties of the first part, Security Bank of Southaven, a Branch of Security Bank of Hernando, party of the second part,

WITNESSETH, That whereas, said part ies of the first part, being indebted to the said party of the second part in the sum of Five thousand two hundred dollars ($5,200.00) evidenced by their one promissory note of like amount and even date herewith, bearing interest at the rate of 10% per annum from date, being due and payable on or before March 9, 1976.

and any further amount that the party of the second part may furnish the party of the first part during the ~~year~~ life of this Trust Deed not to exceed $20,800.00 and the part ies of the first part having agreed to secure the prompt payment of the same when due. Therefore, in consideration of the premises, and of the sum of One Dollar to the part ies of the first part paid by William F. Hagan, Trustee, the part ies of the first part have this day granted, bargained, and sold to the said Trustee the following described property, located in the County of DeSoto, and state of Mississippi, viz: ~~All of the aforesaid [illegible] and all the respective [illegible] hereby granted [illegible] and any and all [illegible] either as landlord or tenant or otherwise, during the year 19[illegible] on the land [illegible] may be put [illegible] as landlord or tenant and all [illegible] farming implements of every kind and~~

Lot 11 of Ridge View Subdivision as shown on Plat appearing of record in Plat Book 12, Pages 41-44, in the land records of DeSoto County, Mississippi, in the Office of the Chancery Clerk of said County, to which recorded plat reference is made for a more particular description of said lot. Said property is located in Section 26, Township 1, Range 7 West.

It is agreed that any taxes on said property by party of the second part are fully covered by this Deed of Trust.

Should the Trustee at any time believe said property, or any part thereof, endangered as a security for said debt, he may then forthwith take possession of said property and sell the same as herein below directed. Should the part ies of the first part promptly pay the above stated indebtedness ~~[illegible]~~ as aforesaid ~~[illegible]~~ then this instrument to be void, but to 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

Raymond T. Wilson

Dixie Leigh Wilson

STATE OF MISSISSIPPI, DeSOTO COUNTY

Personally appeared before me the undersigned authority of said County, the within named Raymond T. Wilson and wife, Dixie Leigh Wilson,

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

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

MY COMMISSION EXPIRES: 8-11-76 (SEAL)

Faye G. Daniel, Clerk
By Notary Public, D.C.

STATE OF MISSISSIPPI, DeSOTO COUNTY.

Before me [illegible] of said County, this day personally appeared the above named [illegible] one of the subscribing witnesses to the foregoing Deed of Trust, who, being first duly sworn, deposeth and saith that he saw the above named [illegible] whose name [illegible] 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 [illegible] and that he saw the other subscribing witness

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 4 o'clock 15 minutes P. M. 24 day of Sept. 1975, and that the same has been recorded in Book 191 Page 170 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 25 day of Sept. 1975.

Fees $ 2.50 pd.

SEAL H. B. Ferguson, CLERK

BARRY BRIDGFORTH REALTY, INC.,

Grantor

To

SECURITY BANK OF SOUTHAVEN and
BAILEY MORTGAGE COMPANY,

Grantees

WAIVER OF PRIORITY

WHEREAS, Barry Bridgforth Realty, Inc., a Mississippi Corporation, party of the first part, is the holder of the indebtedness described and secured by that certain trust deed executed by Raymond T. Wilson in favor of William F. Hagan, Trustee for Barry Bridgforth Realty, Inc., Beneficiary, dated April 4, 1975 and recorded in Book 184 , Page 498 of the Real Estate Trust Deed records of DeSoto County, Mississippi; and

WHEREAS, Security Bank of Southaven has agreed to make a loan to Raymond T. Wilson and wife, Dixie Leigh Wilson, in the principal amount of $26,000.00 as a construction money loan; and

WHEREAS, Bailey Mortgage Company has agreed to make a loan to Raymond T. Wilson and wife, Dixie Leigh Wilson, in the principal amount of $35,000.00 which will effect permanent financing on the home to be constructed thereon; and

NOW, THEREFORE, in order to induce Security bank of Southaven to make said loan and to induce Bailey Mortgage Company to make said loan and in consideration of the sum of Ten Dollars ($10.00) cash in hand paid, the receipt of which is hereby acknowledged, Barry Bridgforth Realty, Inc., a Mississippi Corporation, do hereby waive the priority of and subordinate the lien of the trust deed of record in Book 184, Page 498, to the Trust Deeds executed by Raymond T. Wilson and wife, Dixie Leigh Wilson, to Security Bank of Southaven and to Bailey Mortgage Company in said sums of $26,000.00 and $35,000.00, respectively, and agree that said trust deeds in favor of the Security Bank of Southaven and Bailey Mortgage Company shall be prior liens on the lands described therein and superior in all things to the lien as set out in trust deed of record in Book 184, Page 498, of the real estate trust deed records of DeSoto County, Mississippi.

The Clerk of the Chancery Court of DeSoto County, Mississippi, is hereby authorized and directed to note the execution and recordation of this waiver of priority on the margin of said trust deed recorded in Trust Deed Book 184, Page 498, as the same appears of record in his office.

Witness my signature this the 23 day of September, 1975.

BARRY BRIDGFORTH REALTY, INC.

BY Barry W. Bridgforth
Barry W. Bridgforth, President

STATE OF MISSISSIPPI

COUNTY OF DESOTO

This day personally appeared before me, the undersigned authority in and for said County and State, BARRY W. BRIDGFORTH, President of BARRY BRIDGFORTH REALTY, INC., who acknowledged that he signed and delivered the above and foregoing Waiver of Priority on the day and year therein mentioned after being duly authorized so to do, on behalf of said corporation.

Given under my hand and official seal of office, this the 23 day of September, 1975.

Faye G. Daniels
Notary Public

MY COMMISSION EXPIRES:

8-11-76

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 4 o'clock 15 minutes P. M. 24 day of Sept. 1975, and that the same has been recorded in Book 191 Page 171 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 25 day of Sept. 1975.

Fees $3.00 pd.

SEAL H. L. Ferguson, CLERK

PARTIAL RELEASE.

Know all men by these presents that for and in consideration of the part payment of the indebtedness described in and secured by that certain Deed of Trust dated July 7, 1975 executed by Steven T. Thornton and wife, Sondra Thornton to Melvin McClure, Jr. as Trustee(s) Richard Davis and wife, Nora W. Davis, as Beneficiary, which Deed of Trust is recorded in Book 187, Page 513, in the office of the Chancery Clerk of DeSoto County, Mississippi, the undersigned Richard Davis and wife, Nora W. Davis 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 Steven T. Thornton and wife, Sondra Thornton, the following described property located in DeSoto County, Mississippi, to-wit:

Two acres, more or less, in the West 10.02 acres of the 20 acres in a block off the entire west end of the South 80 acres of the Southeast Quarter of Section 22, Township 3, Range 7, and being a portion of the land conveyed by Richard Davis, et ux to Steven T. Thornton, et ux by deed recorded in Deed Book 118, at Page 325, in the Office of the Chancery Clerk of DeSoto County, Mississippi, and being more particularly described as follows, to-wit:

BEGINNING at the Southwest corner of the Southeast Quarter of Section 22, Township 3, Range 7, which is a point along the North side of Bolin Road; thence North 5 degrees 01' 34" West a distance of 450 feet to the point of beginning of the herein described two acre tract; thence North 85 degrees 17' 08" East 330.33 feet to a point; thence North 5 degrees 01' 34" West a distance of 264 feet to a point; thence South 85 degrees 18' 00" West 330.33 feet to a point; thence South 5 degrees 01' 34" East 264 feet to the point of beginning of the herein described two acre tract.

To have and to hold the aforedescribed real property unto the said Steven T. Thornton and wife, Sondra Thornton and to their successors, heirs and assigns in fee simple forever, free and discharged from the lien of said Deed of Trust and the indebtedness secured thereby.

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

WITNESS our signatures this the 22nd day of September, 1975.

Richard Davis
Richard Davis

Nora W. Davis
Nora W. Davis

STATE OF MISSISSIPPI
COUNTY OF DESOTO

PERSONALLY appeared before me, the undersigned authority of law in and for the jurisdiction aforesaid, the within named Richard Davis and wife, Nora W. Davis, who acknowledged that they signed and delivered the above and foregoing instrument 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 seal of office this the 23 day of September, 1975.

H. L. Ferguson
Notary Public Chancery Clerk
by D. Thompson D.C.

My commission expires:

My Commission Expires January 5, 1976

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 4 o'clock P. M. 23 day of Sept. 1975, and that the same has been recorded in Book 191 Page 173 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 25 day of Sept. 1975.

Fees $2.50 pd.

SEAL H. L. Ferguson, CLERK

APPOINTMENT OF SUBSTITUTED TRUSTEE

By virtue of the authority vested in SYRACUSE SAVINGS BANK in a certain Deed of Trust given by MICHAEL RAY KENNEDY and wife, MAMIE J. KENNEDY, to C. B. Henley, Trustee for BAILEY MORTGAGE COMPANY, said Deed of Trust dated August 18, 1972, which Deed of Trust is recorded in Trust Deed Record 146, Page 571, in the office of the Chancery Clerk of DeSoto County, Mississippi, and validly assigned to SYRACUSE SAVINGS BANK by Assignment dated September 28, 1972, which said Assignment is recorded in Book 148, Page 457, in the office of the Chancery Clerk of DeSoto County, Mississippi, the said SYRACUSE SAVINGS BANK, now being the owner of the indebtedness and holder of the note secured by the Deed of Trust, hereby appoints and substitutes ARTHUR E. HUGGINS as Trustee, instead of C. B. Henley named in said Deed of Trust.

This the 16th day of September, 1975.

SYRACUSE SAVINGS BANK

By: E. L. Frye
E. L. Frye, Asst. Vice President

ATTEST:

Robert L. Probat
Robert L. Probat, Assistant Secretary

STATE OF New York
COUNTY OF Onondaga

PERSONALLY appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named E. L. Frye and Robert L. Probat and Assistant Secretary, who acknowledged that as Assistant Vice President, respectively, for and on behalf of and by authority of SYRACUSE SAVINGS BANK, they signed and delivered the above and foregoing instrument for the purposes therein contained.

WITNESS my hand and seal of office, this the 16th day of September, 1975.

My Commission expires:

Robert Edward Hermann
Notary Public

ROBERT EDWARD HERMANN
Notary Public in the State of New York
Qualified in Onondaga Co. No. 4523150
My Commission Expires March 30, 1976

NOTARY PUBLIC

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 11 o'clock 15 minutes A. M. 24 day of Sept. 1975, and that the same has been recorded in Book 191 Page 114 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 25 day of Sept. 1975.

Fees $2.50 pd.

SEAL H. L. Ferguson, CLERK

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CANCELLED BY AUTHORITY RECORDED IN BOOK
204 PAGE 493
THIS 4 DAY OF Oct 19 76
H. L. Ferguson
CHANCERY CLERK

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

DEED OF TRUST
LAND

THIS INDENTURE, this day made and entered into between

B. G. Allen and wife Marthola S. Allen

of the first part, hereinafter designated as the Grantor,

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

James E. Woods

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

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

Twelve thousand, Five and No/100 ---------- DOLLARS

($ 12,005.00) 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 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 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 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:

A tract of land in the Southwest Quarter of Section 34 Township 1, Range 6, more particularly described as follows: BEGINNING at a point in the east line of Cockrum Road right-of-way and 1,001.5 feet north of the South line of Section 34, which point is also the northwest corner of the Elton Harris lot, running thence east 181.03 feet to the point of BEGINNING, thence 100 feet East to a stake; thence 155 feet north to a stake; thence west 100 feet to a point; thence 155 feet South to the point of Beginning; containing one-fourth of an acre, more or less, and being part of the same property conveyed by L. M. Coleman, et ux, to B. G. Allen by Warranty Deed dated September 27, 1957, in Book 44, page 335.

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

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary herein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment of interest as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other convenant herein contained, then and in that event the entire principal sum secured hereby with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, or the owner or holder of said note or notes, be and become at once due and payable, and the trustee herein named, or his successor or successors, shall, at the request of the beneficiary, or at the request of any owner or holder of the note or notes secured hereby, sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid. Such sale shall be made by giving notice of the time, place and terms of sale as required by Section 888 of the Mississippi Code of 1942 and amendments if any thereto, and the trustee shall make deed to the purchaser or purchasers. Should the beneficiary, or the owner or holder of the note or notes secured hereby be a corporation, then in such event a declaration of default to the trustee, and a request for sale hereunder, may be made by any officer thereof. If the land covered hereby is situated in two or more counties, or in two judicial districts of the same county, the trustee may sell the whole in any of the counties, or in either of the judicial districts of a county in which any part of the land lies. Out of the proceeds of sale the trustee shall first pay the cost of advertising and making the sale; and secondly, he shall pay whatever items may have been incurred and remain unpaid in the protection of this security; then he shall pay such of the items of indebtedness secured hereby as may be outstanding in the order of their maturity, and any balance remaining in his hands shall be delivered to the grantor, or to his proper representatives, agents or assigns.

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

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

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

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

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

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

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

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

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

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

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

B. G. Allen

Marthola S. Allen

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

B. G. Allen and wife Marthola S. Allen who severally acknowledged that they signed and delivered the above and foregoing deed of trust on the day and year therein mentioned.

Given under my hand and official seal, this the 19 day of September 1975

My Commission Expires: 11-26-76

Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock VHD minutes A. M. 23 day of Sept. 1975, and that the same has been recorded in Book 191 Page 175 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 25 day of Sept. 1975.

Fees $ 5.00 pd.

SEAL H. L. Ferguson, CLERK

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CANCELLED BY AUTHORITY. RECORDED IN BOOK 582 PAGE 662
THIS 30 DAY OF April 19 92
W. E. Davis
Chancery Clerk
by S Cleveland D.C.

STATE OF MISSISSIPPI
FHA FORM NO. 2135 M
Revised February 1973
D-75158-LL

DEED OF TRUST

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

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

BEN A. TAYLOR and wife, JUDITH A. TAYLOR

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

, 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
and post-office address at 4041 KNIGHT ARNOLD ROAD , having its principal office
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 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 2643, Section "M", SOUTHAVEN WEST Subdivision, in Section 27, Township 1 South, Range 8 West, as shown on plat of record in Plat Book 4, Pages 52-53, in the office of the Chancery Clerk of Desoto County, Mississippi, to which plat reference is hereby made for a more particular description of said lot, as per survey by Acme Engineering Service dated September 10, 1975.

The holders of the indebtedness described herein shall have the option at any time to require Grantors to pay to the holders of the indebtedness in addition to and concurrent with the monthly installment of principal and interest and escrow for taxes and hazard insurance, a sum equal to one-twelfth of the annual flood insurance premium if the property is in the flood hazard area and the holder of the indebtedness requires flood insurance and such is available under the National Flood Insurance Act of 1968 as amended (or a reasonable substitute or equivalent); said sum to be held in escrow without liability to 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 when due and payable, the Grantors shall promptly pay all the entire amount of said deficit.

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

and existing under the laws of STATE OF TENNESSEE a corporation organized
of a certain promissory note of even date herewith in the principal sum of TWENTY FOUR THOUSAND FIFTY , the payment
AND NO/100---------- Dollars ($ 24,050.00----), with interest from date
at the rate of NINE---------- per centum (-----9 %) per annum on the balance remaining from
time to time unpaid; principal and interest being payable at the office of NATIONAL MORTGAGE COMPANY,

4041 KNIGHT ARNOLD ROAD in MEMPHIS, TENNESSEE 38118
or at such other place as the holder may designate, in writing, in monthly installments of ONE HUNDRED NINETY
THREE AND 60/100---------- Dollars ($ 193.60------), commencing on the first day of
NOVEMBER 1 , 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 OCTOBER, 2005.

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

1. That he will pay all and singular the principal and interest and other sums of money payable by virtue of the note secured hereby and of this lien, at the times and in the manner in said note and hereinafter provided. Privilege is reserved to pay the debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due on the note, on the first day of any month prior to maturity; provided, however, that written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment.

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

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

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

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

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

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

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

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

(III) interest on the note secured hereby; and

(IV) amortization of the principal of said note.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Ben A Taylor
BEN A. TAYLOR

Judith A Taylor
JUDITH A. TAYLOR

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

Personally appeared before me M. Val Jean, the undersigned notary public in and for the said County, the within named BEN A. TAYLOR and JUDITH A. TAYLOR, his wife, who acknowledged that t he y signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and seal this 19th day of September, 19 75.

M. Val Jean

My Commission Expires June 11, 1976

STATE OF MISSISSIPPI
COUNTY OF DeSoto } ss:

I, H. L. 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 1:30 o'clock P. M., on the 23 day of Sept. 1975, and was recorded in Vol. 191, Record of Deeds, pages 107, on the 24 day of Sept. 1975

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 1 o'clock 30 minutes P. M. 23 day of Sept. 1975, and that the same has been recorded in Book 191 Page 178 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 25 day of Sept. 1975.

Fees $ 4.50 pd.

SEAL H. L. Ferguson, CLERK

assumption agreement

CANCELLED BY AUTHORITY, RECORDED IN BOOK 637 PAGE 796
THIS 13 DAY OF May 19 93
W. E. Davis Chancery Clerk by: Barbara DC

Partial Release of this instrument recorded in Real Estate T/D Book No. 238 Page 263 This 21 day of Jan 1972
W. D. Ferguson Clerk

DEED OF TRUST

THIS DEED OF TRUST is made this 24th day of September, 19 75, among the Grantor, -------GARY D. CHASTAIN and wife, LINDA L. CHASTAIN---------- (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 1259, Section F, Greenbrook Subdivision, according to plat of same of record in Plat Book 9, Page 46, office of the Chancery Clerk of DeSoto County, Mississippi, at Hernando, and being a part of Section 19, Township 1 South, Range 7 West, DeSoto County, Mississippi.

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

To Secure to Lender (a) the repayment of the indebtedness evidenced by Borrower's note of even date herewith (herein "Note"), in the principal sum of --------Forty-One 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 ----October 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.

Magnolia Fed. Bank for Savings
Assignment of this instrument recorded in Real Estate T/D Book No. 591 Page 356
This the 7th day of July 19 92
W. E. Davis Clerk by: P. Starkey, DC

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Gary D. Chastain —Borrower

Linda L. Chastain —Borrower

2410 Sandalwood

Southaven, Mississippi
Property Address

STATE OF MISSISSIPPI, ---------DeSoto---------- COUNTY SS:

Personally appeared before me, the undersigned authority in and for said County and State, the within named ------Gary D. Chastain and wife, Linda L. Chastain----- 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 24 day of September, A.D., 19 75.

My Commission expires:

8-10-79

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. 25 day of Sept. 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. 25 day of Sept. 1975, and that the same has been recorded in Book 191 Page 181 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 25 day of Sept. 1975.

Fees $ 5.00 pd.

SEAL H. L. Ferguson, CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK 239 PAGE 479 THIS 19 DAY OF March 19 79
H. L. Ferguson CHANCERY CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK 242 PAGE 356 THIS 10 DAY OF May 19 79
H. L. Ferguson CHANCERY CLERK

FOR REAL ESTATE, CHATTEL OR BOTH

Michael Wayne Kleman, et ux

To { DEED OF TRUST

Security Bank of Southaven

THIS INDENTURE, Made this 22nd day of September 19 75
between Michael Wayne Kleman and wife, Gracie Faye Kleman of the first part,
and Security Bank of Southaven, Br. of Security Bk of Hernando of the second part,

WITNESSETH, That whereas, said part ies of the first part, being indebted to the said party of the second part in the sum of Six Thousand Nine Hundred Fifty-One Dollars & 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 October 30, 1975 and one installment due each succeeding month thereafter until paid in full

~~and any further amount that the party of the second part may furnish the party of the first part during the year 19 not to exceed and this part of the first part having agreed to secure the prompt payment of the same when due.~~ Therefore, in consideration of the premises, and of the sum of One Dollar to the part ies of the first part paid by George S. McIngvale Trustee, the part ies of the first part have this day granted, bargained, and 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 now be 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 19 on the land that may cultivate, or cause to be cultivated, as landlord or tenant and all farming implements of every kind and~~

Lot 159, Section A, 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.

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

Should the Trustee at any time believe said property, or any part thereof, endangered as a security for said debt he may then forthwith take possession of said property and sell the same as herein below directed. Should the part ies of the first part promptly pay the above stated indebtedness on or before the maturity date thereof 19 then this instrument to be void; but in default thereof the said Trustee shall take possession of said property, and after giving notice of the time, place and terms of sale, by advertisement according to law in DeSoto County, shall sell the same at public auction, to the highest bidder for cash, at such time and place as he shall designate in said advertisement. The proceeds of said sale shall be applied to the payment of said indebtedness and all costs incurred herein; and if there be a surplus, such surplus shall be refunded to the part ies of the first part. In case of failure or inability on the part of said Trustee to execute the trust herein credited, the part y of the second part 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

Michael Wayne Kleman
Gracie Faye Kleman

STATE OF MISSISSIPPI, DeSOTO COUNTY.
Personally appeared before me the undersigned authority of said County, the within named Michael Wayne Kleman and wife, Gracie Faye Kleman 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 September 19 75

My Commission Expires: 5-18-77 (SEAL)

Notary Public

By Clerk D. C.

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

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 8 o'clock 30 minutes A. M. 25 day of Sept. 1975, and that the same has been recorded in Book 191 Page 185 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 25 day of Sept. 1975.

Fees $ 2.50 pd.

SEAL H. L. Ferguson, CLERK

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4057 ORDER TO CLERK TO CANCEL DEED OF TRUST Class C

STATE OF MISSISSIPPI, DeSoto County. } ss.

KNOW ALL MEN BY THESE PRESENTS: That W. N. Davis

of North Miss. Savings & Loan Association the beneficiary, does hereby certify that a certain trust deed bearing date the 31st day of July 19 70, made and executed by Wallis O. Nelson, et ux of Hernando, Mississippi to Joe M. Hudspeth 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. 119 on page 176 of the Record of Trust Deeds, on the 4th day of August 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.

NORTH MISSISSIPPI SAVINGS & LOAN ASSOC.

BY: W. N. Davis, Asst. Secretary

STATE OF MISSISSIPPI, DeSoto County. } ss.

Personally came and appeared before me, the undersigned authority Richard Davis in and for County and State aforesaid W. N. Davis who acknowledged that he signed and delivered the above and foregoing instrument on the day and date for the purpose therein mentioned, as the assistant secretary of the above corporation, after being duly authorized so to do.

Given under my hand and seal of office this 22 nd day of September A. D. 19 75

Richard Davis
Notary Public

June 6, 1976
My Commission Expires:

LAWRENCE-GREENWOOD 67644

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 30 minutes A. M. 25 day of Sept. 1975, and that the same has been recorded in Book 191 Page 186 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 25 day of Sept. 1975.

Fees $2.50 pd.

SEAL H. H. Ferguson, CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK 239 PAGE 479 THIS 19 DAY OF March 19 79
H. L. Ferguson CHANCERY CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK 242 PAGE 356 THIS 10 DAY OF May 19 79
H. L. Ferguson CHANCERY CLERK

FOR REAL ESTATE, CHATTEL OR BOTH

Michael Wayne Kleman, et ux

To { DEED OF TRUST

Security Bank of Southaven

THIS INDENTURE, Made this 22nd day of September 19 75
between Michael Wayne Kleman and wife, Gracie Faye Kleman of the first part,
and Security Bank of Southaven, Br. of Security Bk of Hernando of the second part,

WITNESSETH, That whereas, said part ies of the first part, being indebted to the said party of the second part in the sum of Six Thousand Nine Hundred Fifty-One Dollars & 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 October 30, 1975 and one installment due each succeeding month thereafter until paid in full

~~and any further amount that the party of the second part may furnish the party of the first part during the year 19 , not to exceed and the part of the first part having agreed to secure the prompt payment of the same when due.~~ Therefore, in consideration of the premises, and of the sum of One Dollar to the part ies of the first part paid by George S. McIngvale Trustee, the part ies of the first part ha ve this day granted, bargained, and sold to the said Trustee the following described property, located in the County of DeSoto, and state of Mississippi, viz: ~~All of the agricultural products of every kind that I or we may have, and all the crops of every kind to be grown by me or my family, or any hands working with or under either as landlord or tenant or otherwise, during the year 19 , on the land that I or we may cultivate, or cause to be cultivated, as landlord or tenant; and all farming implements of every kind and~~

Lot 159, Section A, 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.

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

Should the Trustee at any time believe said property, or any part thereof, endangered as a security for said debt he may then forthwith take possession of said property and sell the same as herein below directed. Should the part ies of the first part promptly pay the above stated indebtedness on or before the maturity date thereof 19 then this instrument to be void; but in default thereof the said Trustee shall take possession of said property, and after giving notice of the time, place and terms of sale, by advertisement according to law in DeSoto County, shall sell the same at public auction, to the highest bidder for cash, at such time and place as he shall designate in said advertisement. The proceeds of said sale shall be applied to the payment of said indebtedness and all costs incurred herein; and if there be a surplus, such surplus shall be refunded to the part ies of the first part. In case of failure or inability on the part of said Trustee to execute the trust herein confided, the part y of the second part ies assigns or legal representatives, can at any time appoint a Trustee to act in his stead.

Witness our signature S the date written above.

Witness

Michael Wayne Kleman
Gracie Faye Kleman

STATE OF MISSISSIPPI, DeSOTO COUNTY.
Personally appeared before me the undersigned authority of said County, the within named Michael Wayne Kleman and wife, Gracie Faye Kleman
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 September 19 75

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

Notary Public Clerk
By D. C.

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

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 8 o'clock 30 minutes A. M. 25 day of Sept. 1975, and that the same has been recorded in Book 191 Page 185 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 25 day of Sept. 1975.
Fees $2.50 pd.
SEAL H. L. Ferguson, CLERK

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

STATE OF MISSISSIPPI, DeSoto County. } ss.

KNOW ALL MEN BY THESE PRESENTS: That W. N. Davis

of North Miss. Savings & Loan Association the beneficiary, does hereby certify that a certain trust deed bearing date the 31st day of July 19 70, made and executed by Wallis O. Nelson, et ux of Hernando, Mississippi, to Joe M. Hudspeth 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. 119 on page 176 of the Record of Trust Deeds, on the 4th day of August, 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.

NORTH MISSISSIPPI SAVINGS & LOAN ASSOC.

BY: W. N. Davis, Asst. Secretary

STATE OF MISSISSIPPI, DeSoto County. } ss.

Personally came and appeared before me, the undersigned authority Richard Davis in and for County and State aforesaid, W. N. Davis who acknowledged that he signed and delivered the above and foregoing instrument on the day and date for the purpose therein mentioned, as the assistant secretary of the above corporation, after being duly authorized so to do.

Given under my hand and seal of office this 22 nd day of September A. D. 19 75

Richard Davis
Notary Public

Jan. 6, 1976
My Commission Expires:

LAWRENCE-GREENWOOD 27644

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 30 minutes A. M. 25 day of Sept. 1975, and that the same has been recorded in Book 191 Page 186 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 25 day of Sept. 1975.

Fees $2.50 pd.

SEAL H. L. Ferguson, CLERK

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Appointment of Successor Trustee of this instrument Recorded in Real Estate Book No. 213 Page 182
This 1 day of July 1977
H. D. Ferguson Clerk

Assignment of this instrument Recorded in Real Estate T D Book No. 191 Page 386
This the 1 day of Oct 1975
H. D. Ferguson Clerk

DEED OF TRUST

THIS DEED OF TRUST is made this 12th day of September, 19 75, among the Grantor, DARREL R. VINCENT and wife, ALYCE O. VINCENT (herein "Borrower"), C. B. HENLEY (herein "Trustee"), and the Beneficiary, BAILEY MORTGAGE COMPANY, a corporation organized and existing under the laws of the state of Mississippi, whose address is 161 East Amite Street, Jackson, Mississippi (herein "Lender").

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

Lot 58 in POINT REGENCY LAKESIDE HOMES, as recorded in Plat Book 14, Pages 9 and 10, in the Office of the Chancery Court Clerk of DeSoto County, Mississippi, to which plat reference is hereby made for a more particular description of said property.

Also known as Section 19, Township 1 South, Range 7 West, DeSoto County, Mississippi.

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

To SECURE to Lender (a) the repayment of the indebtedness evidenced by Borrower's note of even date herewith (herein "Note"), in the principal sum of Thirty Five Thousand Fifty & 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 October 1st, 2005; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Deed of Trust; and the performance of the covenants and agreements of Borrower herein contained; and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances").

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Darrel R. Vincent —Borrower

Darrel R. Vincent

Alyce O. Vincent —Borrower

Alyce O. Vincent

5683 Woodshire Drive

Southaven, Mississippi 38671

Property Address

STATE OF MISSISSIPPI, DeSoto COUNTY ss:

Personally appeared before me, the undersigned authority in and for said County and State, the within named Darrel R. Vincent and wife, Alyce O. Vincent who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned.

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

My Commission expires: 12-5-78

Lee V. Hamberlin
Notary Public
Lee V. Hamberlin

STC 32574
VT
Prepared by:
Lee V. Hamberlin
60 North Second Street
Memphis, TN. 38103

STATE OF MISSISSIPPI, DeSOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock and
30 minutes A. M. 25 day of Sept. 1975, and that the same has been recorded in Book 191 Page 187 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 25 day of Sept. 1975.

Fees $ 5.50 pd.

SEAL H. P. Ferguson, CLERK

Assignment of this Instrument Recorded in Real Estate T/D Book No. 191 Page 330 This the 30 day of Sept. 1975 H. L. Ferguson Clerk

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DEED OF TRUST

THIS DEED OF TRUST is made this 4TH day of September, 1975, among the Grantor, ZELMA ANN LEWELLEN (herein "Borrower"), C. B. HENLEY (herein "Trustee"), and the Beneficiary, BAILEY MORTGAGE COMPANY, a corporation organized and existing under the laws of the State of Mississippi, whose address is 161 E. Amite St., Jackson, Mississippi (herein "Lender").

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

Lot 56 in POINT REGENCY LAKESIDE HOMES, as recorded in Plat Book 14, Pages 9 and 10 in the Office of the Chancery Court Clerk of DeSoto County, Mississippi and plat reference is hereby mentioned to give a more particular description of said property.

Fount R. Lewellen joins herein solely for the sole and only purpose of conveying unto the trustee any and all his marital rights in and to 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 Thirty Three Thousand One Hundred Dollars, Fifty & NO/100 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 October 1st, 2005; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Deed of Trust; and the performance of the covenants and agreements of Borrower herein contained; and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances").

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

MISSISSIPPI—FHLMC—12/71—1 to 4 Family

CANCELLED BY AUTHORITY RECORDED IN BOOK 217 PAGE 600 THIS 22 DAY OF Oct 1977

H. L. Ferguson CHANCERY CLERK

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Zelma Ann Lewellen —Borrower

Fount R. Lewellen —Borrower

5687 Woodshire Drive

Southaven, Mississippi

Property Address

STATE OF MISSISSIPPI, DeSoto COUNTY ss:

Personally appeared before me, the undersigned authority in and for said County and State, the within named Zelma Ann Lewellen and Fount R. Lewellen who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and seal of office, on this the 4th day of September, A.D., 1975

My Commission expires:
12-5-78

Lee V. Hamberlin
Notary Public

Lee V. Hamberlin

STC 32473.
sb

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

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock
30 minutes A. M. 25 day of Sept. 1975, and that the same has been
recorded in Book 191 Page 191 records of REAL ESTATE TRUST DEEDS
of said County.
Witness my hand and seal this the 25 day of Sept. 1975.

Fees $ 5.00 pd.

SEAL H. L. Ferguson, CLERK

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was
filed for record at 10 o'clock and

CANCELLED BY AUTHORITY RECORDED IN BOOK
309 667
18 DA Jan. 1984
H. H. Ferguson
CHANCERY CLERK

Assignment of this Instrument Recorded in
Real Estate T/D Book
No. 191 Page 329
This the 30 day of Sept. 1975
H. H. Ferguson CHK

DEED OF TRUST

THIS DEED OF TRUST is made this 3rd day of September, 19 75, among the Grantor, RONALD J. SPENCE and wife, DIANE R. SPENCE

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 whose address is 161 E. Amite St., Jackson, Mississippi (herein "Lender").

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

Lot 49 in POINT REGENCY LAKESIDE HOMES, as more fully described in Plat Book 14, Pages 9 and 10 in the Chancery Court Clerk's Office of DeSoto County, Mississippi and being situated in Section 19, Township 1 South Range 7 West of Said County and State

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 Five Hundred & NO/100 Dollars, with interest thereon, providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on September 1st, 2005; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Deed of Trust; and the performance of the covenants and agreements of Borrower herein contained; and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances").

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

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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.

Ronald J. Spence —Borrower

Diane R. Spence —Borrower

5701 Woodshire Drive

Southaven, Mississippi
Property Address

STATE OF MISSISSIPPI, DeSoto COUNTY ss:

Personally appeared before me, the undersigned authority in and for said County and State, the within named Ronald J. Spence & Diane R. Spence 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 3rd day of September, A.D., 19 75

My Commission expires: 12-5-78

Lee V. Hamberlin
Notary Public
Lee V. Hamberlin

STC 32331
sb

Prepard by: Lee V. Hamberlin, Attorney
60 No. 2nd St.
Memphis, Tennessee 38103

Bankers Mortgage Co.

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock
30 minutes A. M. 25 day of Sept. 1975, and that the same has been
recorded in Book 191 Page 195 records of REAL ESTATE TRUST DEEDS
of said County.
Witness my hand and seal this the 25 day of Sept. 1975.

Fees $ 5.50 pd.

SEAL H. L. Ferguson, CLERK

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was
filed for record at 10 o'clock and

CANCELLED BY AUTHORITY RECORDED IN BOOK 207 PAGE 548
THIS 12 DAY OF Jan. 19 77
H. D. Ferguson
CHANCERY CLERK

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

DEED OF TRUST
LAND

THIS INDENTURE, this day made and entered into between

Donald Ray Chambliss, Jr. and wife, Margie S. Chambliss

of the first part, hereinafter designated as the Grantor,

Dwight K. Luter Trustee, of the second part, hereinafter designated as Trustee, and

Security Bank of Southaven of the third part, hereinafter designated as the Beneficiary.

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

Four Thousand Eight Hundred Ninety-Three and 12/100----------DOLLARS

($ 4,893.12) 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 thirty-six (36) equal monthly installments of One Hundred Thirty-five and 12/100 Dollars ($135.12), the first installment being due and payable on or before October 25, 1975, with a like installment being due and payable on or before the 25th 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 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 121, Section "A" Southaven Subdivision in Section 14, Township 1 South, Range 8 West, as per plat thereof recorded in plat book 2, pages 4 and 5,in the office of the Chancery Clerkof DeSoto County, Mississippi.

This is a second lien deed of trust on the above described property.

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

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary herein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment of interest as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other convenant herein contained, then and in that event the entire principal sum secured hereby with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, or the owner or holder of said note or notes, be and become at once due and payable, and the trustee herein named, or his successor or successors, shall, at the request of the beneficiary, or at the request of any owner or holder of the note or notes secured hereby, sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid. Such sale shall be made by giving notice of the time, place and terms of sale as required by Section 888 of the Mississippi Code of 1942 and amendments if any thereto, and the trustee shall make deed to the purchaser or purchasers. Should the beneficiary, or the owner or holder of the note or notes secured hereby be a corporation, then in such event a declaration of default to the trustee, and a request for sale hereunder, may be made by any officer thereof. If the land covered hereby is situated in two or more counties, or in two judicial districts of the same county, the trustee may sell the whole in any of the counties, or in either of the judicial districts of a county in which any part of the land lies. Out of the proceeds of sale the trustee shall first pay the cost of advertising and making the sale; and secondly, he shall pay whatever items may have been incurred and remain unpaid in the protection of this security; then he shall pay such of the items of indebtedness secured hereby as may be outstanding in the order of their maturity, and any balance remaining in his hands shall be delivered to the grantor, or to his proper representatives, agents or assigns.

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

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

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

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

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

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

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

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

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

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

IN TESTIMONY WHEREOF, witness the signature of the grantor this the 16th day of September 19 75

Donald Ray Chambliss, Jr.

Margie S. Chambliss

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 Donald Ray Chambliss, Jr. and wife, Margie S. Chambliss who severally acknowledged that they signed and delivered the above and foregoing deed of trust on the day and year therein mentioned.

Given under my hand and official seal, this the 16th day of September 19 75.

My Commission Expires: 9-25-78

Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock 30 minutes A. M. 25 day of Sept. 1975, and that the same has been recorded in Book 191 Page 199 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 25 day of Sept. 1975.

Fees $5.00 pd.

SEAL H. P. Ferguson, CLERK

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CANCELLED BY AUTHORITY RECORDED IN BOOK 215 PAGE 216 THIS 30 DAY OF CHANCERY CLERK

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

DEED OF TRUST
LAND

THIS INDENTURE, this day made and entered into between ROY MALONE BOWLAN

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 FOUR THOUSAND AND NO/100---------- DOLLARS ($ 4,000.00) evidenced by one promissory note of even date herewith in favor of the beneficiary, bearing interest at the rate of 10 per centum per annum after date , providing for the payment of attorney's fees in case of default and being due and payable as follows, to-wit:

This note shall be due and payable one year from date hereof.

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

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

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

One acre in the Southeast Quarter of Section 21, Township 1 South, Range 6 West, being more particularly described as: BEGINNING at the Southeast corner of the Southeast Quarter of said Section; thence North 361.5 feet to a point; thence West 361.5 feet to a point; thence South 361.5 feet to a point; thence East 316.5 feet to a point of beginning being the same land conveyed to Roy Malone Bowlan by deed of record in deed book 68, page 136, less and except 2 acres conveyed to William C. Kittrell as shown by deed of record in Deed Book 78, page 179 to which reference is herein made.

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

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

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

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

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

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

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

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

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

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

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

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

IN TESTIMONY WHEREOF, witness the signature of the grantor this the 12th day of Sept. 19 75.

Roy M Bowlan

ROY MALONE BOWLAN

Roy Malone Bowlan

STATE OF MISSISSIPPI,
COUNTY OF DESOTO

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

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 12th day of September, 19 75.

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

Betty L. Hollowell
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 9 o'clock 15 minutes A. M. 25 day of Sept. 1975, and that the same has been recorded in Book 191 Page 202 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 25 day of Sept. 1975.

Fees $ 5.00 pd.

H. P. Ferguson

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Appointment of Successor Trustee of this Instrument Real Estate
Book No. 207 Page 765
This 21 day of June 1977
[illegible] Clerk

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

DEED OF TRUST
LAND

THIS INDENTURE, this day made and entered into between ----------

----------CARY WHITEHEAD----------

of the first part, hereinafter designated as the Grantor, ----------

STUART ROBINSON---------- Trustee, of the second part, hereinafter designated as Trustee, and

----------BANKERS TRUST SAVINGS AND LOAN ASSOCIATION----------

---------- of the third part, hereinafter designated as the Beneficiary.

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

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

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

Accrued interest at the rate stated above shall be due and payable annually, commencing on the first day of October, 1976, and continuing on the first day of October of each year thereafter until this note is fully paid; and the principal, or so much thereof as shall remain unpaid at the time, together with accrued but unpaid interest, shall be due and payable on the first day of October, 1980.

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

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

----------County of DeSoto----------

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

PARCEL I: Beginning at the Northeast Corner of Section 20, Township 2, Range 5 WEst; thence South 0 degrees 12 minutes 32 seconds East along the East line of Section 20 1630.28 feet to a point in the North line of the Frisco Railroad R.O.W. (100 feet wide); thence Nath 41 degrees 05 minutes 15 seconds West along the North line of said Frisco Railroad R.O.W. 681.62 feet to the beginning of a curve to the left having a radius of 5309.03 feet; thence Northwardly along the arc of said curve (the north line of the Frisco R.R.) 847.73 feet to the end of said curve in the North line of said Frisco R.R. R.O.W.; thence North 50 degrees 14 minutes 05 seconds West along the North line of said Frisco R.R. R.O.W. 855.43 feet to a point in the North line of Section 20; thence

(OVER)

Copyright Mississippi Bankers Association

South 89 degrees 14 minutes 39 seconds East along the North line of Section 20 1705.39 feet to the point of beginning.

Containing 29.4339 acres within the above described metes and bounds.

PARCEL II: Beginning at a point in the North line of Section 20, Township 2, Range 5 West, where the South line of Old U. S. Highway #78 intersects the North line of Section 20; thence South 50 degrees 14 minutes 05 seconds East along the South line of U. S. 78 1133.19 feet to the beginning of a curve to the right having a radius of 5084.93 feet; thence Southeastwardly along the arc of said curve 405.90 feet to the end of said curve; thence North 44 degrees 20 minutes 20 seconds East, perpendicular to U. S. 78 50.0 feet to a point in the South line of U. S. 78, said point being the beginning of a curve to the right having a radius of 5134.93 feet and running parallel to U. S. 78; thence Southeastwardly along the arc of said curve 409.89 feet to the end of said curve in the South line of U.S. 78; thence South 41 degrees 05 minutes 15 seconds East along the South R.O.W. line of U.S. 78 883.80 feet to a point in the East line of Section 20; thence South 0 degrees 12 minutes 32 seconds East along the East line of Section 20 187.41 feet to a point in the North line of Red Banks Road Relocated; thence South 43 degrees 40 minutes 37 seconds WEst along said North line of Red Banks Road 186.91 feet to a point in the North line of U.S. Highway #78 Relocated; thence South 77 degrees 36 minutes 30 seconds West along the North line of said U.S. 78 158.11 feet to a point; thence North 64 degrees 49 minutes 26 seconds West along the North lineof said U. S. 78 857.22 feet to a point; thence North 51 degrees 59 minutes 49 seconds West along the North line of said U.S. 78 509.90 feet to a point; thence North 40 degrees 41 minutes 13 seconds West along the North line of U.S. 78 2127.23 feet to a point in the North line of Section 20; thence South 89 degrees 14 minutes 39 seconds East along the North line of Section 20 777.68 feet to the point of beginning.

Containing 51.1813 acres within the above described metes and bounds.

PARCEL III: Beginning at a point in the East line of Section 20, Township 2, Range 5 WEst, 2622.75 feet Southwardly from the Northeast Corner of said Section 20; thence North 88 degrees 51 minutes 15 seconds West 116.25 feet to a point in the North R.O.W. of U.S. 78 Relocated; thence North 19 degrees 33 minutes 50 seconds WEst along the North line of said U. S. 78 Relocated 71.39 feet to an angle point; thence North 19 degrees 09 minutes 49 seconds East along said R.O.W. of U.S. 78 Relocated 273.13 feet to a point in the South line of Red Banks Road Relocated; thence North 43 degrees 40 minutes 37 seconds East along said South line of Red Banks Road 71.09 feet to a point in the East line of Section 20; thence South 0 degrees 12 minutes 32 seconds East along the East line of Section 20 379.01 feet to the point of beginning.

Containing 0.7901 acres, more or less, within the above described metes and bounds.

SIGNED FOR IDENTIFICATION:

Cary Whitehead

CARY WHITEHEAD

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.

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

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary herein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment of interest as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other convenant herein contained, then and in that event the entire principal sum secured hereby with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, or the owner or holder of said note or notes, be and become at once due and payable, and the trustee herein named, or his successor or successors, shall, at the request of the beneficiary, or at the request of any owner or holder of the note or notes secured hereby, sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid. Such sale shall be made by giving notice of the time, place and terms of sale as required by Section 888 of the Mississippi Code of 1942 and amendments if any thereto, and the trustee shall make deed to the purchaser or purchasers. Should the beneficiary, or the owner or holder of the note or notes secured hereby be a corporation, then in such event a declaration of default to the trustee, and a request for sale hereunder, may be made by any officer thereof. If the land covered hereby is situated in two or more counties, or in two judicial districts of the same county, the trustee may sell the whole in any of the counties, or in either of the judicial districts of a county in which any part of the land lies. Out of the proceeds of sale the trustee shall first pay the cost of advertising and making the sale; and secondly, he shall pay whatever items may have been incurred and remain unpaid in the protection of this security; then he shall pay such of the items of indebtedness secured hereby as may be outstanding in the order of their maturity, and any balance remaining in his hands shall be delivered to the grantor, or to his proper representatives, agents or assigns.

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

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

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

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

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

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

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

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

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

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

IN TESTIMONY WHEREOF, witness the signature of the grantor this the 25th day of Sept. 19 75.

Cary Whitehead

CARY WHITEHEAD

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 CARY WHITEHEAD who ~~xxxxx~~ acknowledged that he signed and delivered the above and foregoing deed of trust on the day and year therein mentioned.

Given under my hand and official seal, this the 25th day of ----September--- 19 75.

My Commission Expires: Jan. 24, 1977

Kathlyn S Ferguson
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. 26 day of Sept. 1975, and that the same has been recorded in Book 191 Page 205 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 26 day of Sept. 1975.
Fees $ 5.00 pd.

SEAL H. L. Ferguson, CLERK

Lot 259, Sec. B., Holly Hills

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 September 18, 1974, and given by Dwight Homes South, Inc. to C. B. Henley, Trustee, for the benefit of Bailey Mortgage Company, and which instrument is recorded in Book 179, Page 607, in your office, same having been fully paid and satisfied.

EXECUTED this the 15th day of September, 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 jursidiction, Paul J. Salvo and William Cook, Comptroller and Vice President of the above corporation who acknowledged that they, being first duly authorized so to do, did, on the day and date set out therein, sign, execute, attach the corporate seal, and deliver the within and foregoing instrument for and on behalf of said corporation.

WITNESS my hand and seal of office, this the 15th day of September, 1975.

Lucille Brown
Notary Public

My Commission expires:

My Commission Expires Oct. 31, 1978

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock 20 minutes A. M. 26 day of Sept. 1975, and that the same has been recorded in Book 191 Page 209 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 26 day of Sept. 1975.

Fees $2.50 pd.

SEAL H. D. Ferguson, CLERK

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Lot 282 HH-Williams

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, insturcted and empowered to mark "Fully Paid and Satisfied" and to cancel of record that certain Deed of Trust dated September 18, 1974, and given by Dwight Homes South, Inc. to C. B. Henley, Trustee, for the benefit of Bailey Mortgage Company, and which instrument is recorded in Book 179, Page 605, in your office, same having been fully paid and satisfied.

EXECUTED this the 23 day of September, 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 jursidiction, Paul J. Salvo and William Cook, Comptroller and Vice President of the above corporation who acknowledged that they, being first duly authorized so to do, did, on the day and date set out therein, sign, execute, attach the corporate seal, and deliver the within and foregoing instrument for and on behalf of said corporation.

WITNESS my hand and seal of office, this the 23 day of September, 1975.

Margie M. Lawrence
Notary Public

My Commission Expires:

My Commission Expires Nov. 30, 1977

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock 20 minutes A. M. 26 day of Sept. 1975, and that the same has been recorded in Book 191 Page 210 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 26 day of Sept. 1975.

Fees $2.50 pd.

SEAL H. D. Ferguson, CLERK

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CANCELLED BY AUTHORITY RECORDED IN BOOK 280 PAGE 422
THIS 29 DAY OF Jan. 1982
W. D. Ferguson
CHANCERY CLERK

DEED OF TRUST

STATE OF MISSISSIPPI
COUNTY OF DeSoto

WHEREAS, Joe Payne & Mary Payne

parties of the first part,

are justly indebted unto Money Mart Inc of Olive Branch (HOLDER) party of the second part, in the sum of

One-Thousand Four Hundred Fifty-Seven dollars and 85/100's DOLLARS

($ 1457.85) as evidenced by a promissory note, dated September 22, 19 75,

and due and payable in 25 installments of $ 58.00 each beginning November 1, 1975 and like payments on the same day of each successive month thereafter until paid in full, and being desirous to secure by this Deed of Trust, the prompt payment of said indebtedness at the respective maturity dates of the installments due together with any extention or renewal thereof with interest thereon, and any other indebtednesses now or hereafter becoming due and owing to the beneficiary by the grantor(s) prior to the payment of the indebtedness herein described and secured, or any extention or renewal thereof, or any part thereof;

NOW THEREFORE, We
hereby sell, convey, and warrant unto Jim Amos (NAME OF TRUSTEE) Olive Branch (CITY), Mississippi (STATE) as Trustee, the following described real property situated in DeSoto County, State of Mississippi, to-wit:

Two acres in shape of a square, being 295 ft. in an East and West direction and 295 ft. in an North and South direction and which 2 acres which is located on the extreme North end of the herein before described 73 acre tract in Sec 33, Twp 1, Rge 5 West and which 2 acres tract is adjacent to and joins on the West side as shown by deed of record in Book 42, Page 506 of the deed record of said county and to which reference is now made.

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

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

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

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

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

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

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

WITNESS 2 signature(s), this the 22 day of September, 19 75.

WITNESSES:

Mary L Payne

Joe Payne

STATE OF MISSISSIPPI

County Of DeSoto

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

Given unto my hand and official seal, this the 22 day of September, 19 75.

MY COMMISSION EXPIRES: 1/23/77

NOTARY PUBLIC

STATE OF MISSISSIPPI

County Of

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

Sworn to and subscribed before me this the day of ; 19 .

MY COMMISSION EXPIRES:

NOTARY PUBLIC

Trustee, Clerk, named Trust, the day, 19 25, the same to, knowledgment, is, lodge, office, seal, this the, 19 , Clerk, D. C.

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 minutes A. M. 26 day of Sept. 1975, and that the same has been recorded in Book 191 Page 211 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 26 day of Sept. 1975.

Fees $ 5.00 pd.

SEAL H. L. Ferguson, CLERK

213

3-500127

AUTHORITY TO CANCEL

TO THE CHANCERY CLERK OF DeSoto COUNTY, MISSISSIPPI:

You are hereby authorized and requested to enter satisfaction of and cancel of record a certain Deed of Trust executed by Reeves-Williams, Inc. to Unifirst Federal Savings and Loan Association, Jackson, Mississippi and recorded in Book 180 at Page 01 and Book 184 at Page 99 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 24th day of September, A.D., 19 75.

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

BY: G. R. Munton, Jr.

BY: Harold A. Hogue

STATE OF Mississippi

COUNTY OF Hinds

Personally appeared before me, the undersigned authority, in and for the State and County aforesaid, the within named G. R. Munton, Jr. and Harold A. Hogue, personally known to me to be the 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 24th day of September A.D., 19 75.

NOTARY PUBLIC

Notary Public

My Commission Expires: My Commission Expires March 4, 1979

LS 405

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 11 o'clock no minutes A. M. 26 day of Sept. 1975, and that the same has been recorded in Book 191 Page 213 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 26 day of Sept. 1975.

Fees $2.50 pd.

SEAL H. L. Ferguson, CLERK

214

CANCELLED BY AUTHORITY RECORDED IN BOOK
258 PAGE 237
THIS 24 DAY OF April 1980
W. D. Ferguson
CHANCERY CLERK

Prepared by: Donna Whitlock
A/C# 12129

LAND DEED OF TRUST

WHEREAS, the undersigned Carbin Bullard and wife Cotsie Bullard is/are indebted to H. A. Ashby, Jr. Trustee, beneficiary, in the sum of EIGHT THOUSAND SEVEN HUNDRED THIRTY SIX 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 Hwy51south Southaven, Missx 38671 or Bearer, in 48 installments of $ 182.00 each, and a final installment of $ 182.00, on the 23rd, 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 if not less than twenty per cent of balance, or a minimum of twenty-five dollars;

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

THEREFORE, in consideration of the premises and of Five Dollars to the undersigned paid by the hereinafter named Trustee, the receipt whereof is hereby acknowledged, the undersigned do(es) hereby sell, convey and warrant unto H. A. Ashby, Jr. as Trustee, the following described property situated in the City of Memphis County of Shelby and State of Tennessee, to-wit:- Beginning at the Northeast corner of the Southwest Quarter of Section8 Township 2, Range 7 West; thence South 345,7 feet to a point =thence west 1683 feet to a point; thence North 345.7 feet to the North line of said Quarter Section thence East with the North line of said Quarter Section 1683 feet to the point of beginning, and containing 13-1/3 acres, and having located thereon the dwelling house no occupied by Lincoln Bullard. And in consideration of the premises and the mutuality of this conveyance,all of the other parties hereto convey and specially warrant unto Carbin Bullard, as his separate lands, the lands devised , or intended to be devised to him, by the will of their said father, and designated as Lot 2, containing 13-1/3 acres, and which is divided into two tracts,andwith said two tracts being described by metes and bound as follows, to-wit:Tract One: Commencing at a point that is 345.7 feet south of the Northeast corner of the Southwest Quarter of Section 8, Township 2, Range 7 West; thence West 848 feet to a point, for the point of beginning; thence South 255.4 feet to a point' thence East 835 feet to the point of beginning, and containing 4.9 acres, and together with any old house located thereon.

(TRACT TWO CONTINUED ON BACK------

together with all and singular the improvements thereon and appurtenances thereunto belonging.

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

This conveyance, however, is in trust, and should the undersigned pay the aforesaid note at maturities as well as any extensions or renewals thereof and otherwise perform all the terms and conditions thereof, and of this instrument, then this conveyance shall be void; otherwise, and in the event that the undersigned should fail to pay said indebtedness, or any installment or part thereof, at maturities, or should otherwise fail to perform any of the terms and conditions of said note, then said Trustee shall, upon demand of said beneficiary, its successors or assigns, whether or not all of said indebtedness shall have become due, sell, at public outcry, to the highest bidder for cash, within legal hours, and at the courthouse of the aforesaid county (or if there be two judicial districts in said county, then at the courthouse in the judicial district in which said lands are situate), the aforesaid property, after having advertised said sale by publishing notice of the time, place, and terms of such sale in some newspaper having general circulation in said county and qualified to publish same, for three consecutive weeks, preceding such sale, and by posting one notice thereof for said time, at said courthouse at which said property is to be sold, and out of the proceeds of such sale, the lawful costs and expenses of foreclosure and sale and a reasonable and lawful Trustee's fee therefor shall be first paid; next, the amount remaining owing under the aforesaid note shall be paid to the party(ies) to whom same shall be then owing, for the protection of the guaranty of the beneficiary herein; and lastly, any balance remaining shall be paid to the undersigned. Any such sale may be held on any secular day.

It is agreed that all buildings on said property shall be kept fully insured from loss by fire and windstorm, and from such other casualties as may be required by said beneficiary, its successors or assigns, for the benefit of the said beneficiary and payable to it in the event of loss, as its interest may appear, for application, at the option of said beneficiary, to the repairing, reconditioning, reconstruction or replacement of the aforesaid property or to any balance remaining outstanding on the aforesaid note, or other said indebtedness, whether all thereof be then due or not; and that all taxes and other charges maturing from time to time on said property shall be kept promptly paid. In event the undersigned shall neglect or refuse to obtain said insurance or pay said taxes and other charges, then said beneficiary may, at its option, but is not required to, obtain such insurance and pay all such taxes and other charges, either or all; and all sums of money expended therefor are hereby secured by this deed of trust, and shall be repayable with interest at 8% per annum from dates of such payments, upon demand of said beneficiary, and may be retained by said beneficiary from the proceeds of any sale of said property herein authorized. Neither the Trustee nor the beneficiary shall have any obligation to pay taxes, or other said charges, or procure insurance herein provided for; and in case any insurance procured be cancelled or otherwise expire, the said Trustee and beneficiary are hereby specifically relieved of any liability or obligation to procure other insurance, and shall have no further obligation to the undersigned in reference thereto, except the return of any unearned premium held. For default in either of said matters, the Trustee may make sale of said property, upon demand of said beneficiary, its successors or assigns, and apply the proceeds received therefrom, all as hereinbefore provided in event of default in payment of said note by the undersigned.

This deed of trust secures not only the aforementioned indebtedness but also such future and additional advances as may be made to the grantors, or either of them, by the beneficiary in a sum not exceeding $50,000.00 (the beneficiary to be the sole judge as to whether or not any such future or additional advances will be made), as well as any additional indebtedness hereinfore, now, or hereafter contracted with the beneficiary by the grantors, or either of them, before the cancellation of record of this instrument, whether such indebtedness be represented by promissory notes, open account, or otherwise, including also any indebtedness of any grantor herein made as joint maker, surety, endorser or guarantor, either direct, contingent or indirect, together with all extensions and renewals of any of the aforementioned obligations, or any part thereof, and whether otherwise secured or not.

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

The said beneficiary, its successors, assigns, or legal representatives, or any owner of the above mentioned note, or either of them, are hereby authorized to appoint, in writing, successive or substitute trustees in the place of the Trustee hereinabove named, or the successor or successors of such Trustee, if from any cause the above named Trustee, or the successor or successors of such Trustee, shall not be present, able and willing to execute the trust granted hereunder or to act in the premises, or if said beneficiary, its successors, assigns or legal representatives, or any owner of the aforesaid note, or either of them, shall for any reason desire so to do.

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

Witness the signature(s) of the undersigned this the 23 day of Sept., 19 75

Carbin Bullard
Cotsie Bullard

STATE OF MISSISSIPPI
COUNTY OF DeSoto

Personally appeared before me, the undersigned authority in and for said county and state, the within named Carbin Bullard and wife Cotsie Bullard 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 23 day of Sept., 19 75

NOTARY PUBLIC

(Notary Public)

My commission expires: 9/4/79

TP 23-2

Partial Release of this Instrument Recorded in
Real Estate T/D Book
No. 243 Page 72
This 22 day of May 19 79
W. D. Ferguson Clerk

Tract Two: Beginning at a point that is 819.1 feet south of the Northeast corner of the Southwest Quarter of section 8, Township 2, Range 7 West; thence West 1683 feet to a point, thence South 218 feetto a point, thence East 1683 feet to the East line of said Quarter Section; thence North 218 feet to the point of beginning, and containing 8.4 acres.

Less and Except 4.2 acres conveyed to Alvin C. Johnson by deed recorded in Volume 118,page114.

LAND DEED OF TRUST

FROM

TO

Filed for Record ... 19 75

... o'clock ... M.

... Clerk

STATE OF MISSISSIPPI | Chancery Court
... County |

I certify that this Deed of Trust was filed for record in my office at ... o'clock ... M. on the ... day of ... 19 75 and was duly recorded the ... day of ... 19 ... on page ... Book No. ... in my office.

Witness my hand and seal of office, this ... day of ... 19 ...

... Clerk

... D. C.

STATEMENT OF CLERK'S FEES

For recording ... words at ... per 100 ... $ ...

Taking Acknowledgment ... $ ...

Certificate and Seal ... $ ...

... $ ...

Total ... $ 3.00 pd

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 11 o'clock 00 minutes A. M. 26 day of Sept. 1975, and that the same has been recorded in Book 191 Page 214 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 26 day of Sept. 1975.

Fees $ 3.00 pd.

SEAL H. L. Ferguson, CLERK

216

SMCo. # 27221

AT-301 A-ST
Rev. 10-9-70

Mtgr. Joseph Brooks Latham and wife, Barbara G. Latham
FNMA No. 230367996
FHA/VA No. 281-049545-203

STATE OF MISSISSIPPI)
) SS.
COUNTY OF DeSoto)

FULL RELEASE OF LIEN

FOR VALUE RECEIVED, the undersigned, FEDERAL NATIONAL MORTGAGE ASSOCIATION, a corporation organized under laws of the United States, having its principal office in the City of Washington, District of Columbia, does hereby acknowledge receipt of payment in full of the following described Deed of Trust and the indebtedness thereby secured, to wit:

This Deed of Trust, made and entered into this 23rd day of May, 1968, by and between Joseph Brooks Latham and wife, Barbara G. Latham, Hereinafter called the Grantor; Ernest P. Schumacher, hereinafter called th Trustee, and Schumacher Mortgage Company, Inc., a corporation organized and existing under the laws of the State of Delaware , having its principal office and post-office address at 1200 Sterick Bldg., Memphis, Tennessee, hereinafter called the Beneficiary: in the original principal sum of Fourteen Thousand, Five Hundred and Fifty and no/100 ($14,550.00), which was filed for record the 27th day of May 1968, and recorded the 29th day of May 1968 in Vol. 102 , Page 1, in DeSoto County Mississippi;transfered to Federal National Mortgage Association by Schumacher Mortgage Company, Inc. by Assignment dated May 30th, 1968 and recorded in Book102, Page 81, aforesaid records.

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 22nd day of July, 1975.

FEDERAL NATIONAL MORTGAGE ASSOCIATION (SEAL)

By: Robert A. Chambers
Robert A. Chambers, Assistant Vice President

STATE OF GEORGIA)
) SS.
COUNTY OF FULTON)

Personally appeared before me, the undersigned Notary Public in and for the aforesaid County and State, 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 22nd day of July, 1975.

Linda Vaughn Harris
Notary Public, Georgia at Large
My Commission Expires:
(SEAL)
Notary Public, Georgia, State At Large
My Commission Expires Jun. 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. 26 day of Sept. 1975, and that the same has been recorded in Book 191 Page 216 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 26 day of Sept. 1975.

Fees $2.00 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 bearing date the 23rd day of March, 19 73, made and executed by Margolin Brothers Supply Company, to Delta Title 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 156 on page 404 of the Record of Trust Deeds, on the 28th day of March, A.D.19 75, is now fully paid and satisfied, and I do hereby authorize the Clerk of the Chancery Court of said DeSoto County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of said County also as provided by law.

NATIONAL MORTGAGE COMPANY

By FRANK ROBINSON

STATE OF TENNESSEE
SHELBY COUNTY

Personally came and appeared before me, the undersigned authority in and for County and State aforesaid, FRANK ROBINSON, TREASURER CONTROLLER, 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 September, 19 75.

335 My Commission Expires September 1, 1976

Notary Public Helen Sly Jr

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 Sept. 1975, and that the same has been recorded in Book 191 Page 217 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 26 day of Sept. 1975.

Fees $2.50 pd.

SEAL H. P. Ferguson, CLERK

218

PARTIAL RELEASE

Know all men by these presents that for and in consideration of the part payment of the indebtedness described in and secured by that certain Deed of Trust dated January 16, 1973, executed by Bailey Mortgage Company to Forrest N. Jenkins and J. David Guthrie as Trustees, for Union Planters National Bank of Memphis as Beneficiary, which Deed of Trust is recorded in Book 153, Page 85, in the office of the Chancery Clerk of DeSoto County, Mississippi; and that certain Deed of Trust dated October 10, 1974, executed by Bailey Mortgage Company to Forrest N. Jenkins and J. David Guthrie as Trustees for Union Planters National Bank as Beneficiary, which Deed of Trust is recorded in Book 180, Page 553, in the office of the Chancery Clerk of DeSoto County, Mississippi, the undersigned Union Planters National Bank of Memphis as Beneficiary, named in said Deeds of Trust, have bargained and sold and by these presents do bargain, sell, convey, remise, release and quitclaim unto the said Bailey Mortgage Company the following described property located in the County of DeSoto, State of Mississippi, to-wit:

Lot 689, Section D, Twin Lakes Subdivision, situated in Section 6, Township 2South, Range 8 West, DeSoto County, Mississippi, according to a map or plat thereof on file and of record in the office of the Chancery Clerk of DeSoto County, Mississippi, in Plat Book 10, Pages 32 and 33.

TO HAVE AND TO HOLD the aforementioned property unto the said Bailey Mortgage Company and to its successors, heirs, and assigns in fee simple forever, free and discharged from the liens of said Deeds of Trust and the indebtednesses secured thereby.

But this is a Partial Release and as to all other property described in and conveyed by said Deeds of Trust not heretofore nor hereby released, the lien of said Deeds of Trust and the indebtednesses secured thereby shall continue in full force and effect.

WITNESS our signatures this the 18th day of September, 1975.

UNION PLANTERS NATIONAL BANK OF MEMPHIS

By: Robert P. Watson
Vice Pres.

ATTEST:
Asst. Vice President

STATE OF TENNESSEE
COUNTY OF SHELBY

PERSONALLY appeared before me the undersigned authority of law in and for the jurisdiction aforesaid, the within named Robert P. Watson and 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 of Memphis, they signed the above and foregoing instrument and affixed the corporate seal of said corporation thereto and delivered said instrument on the day and year therein mentioned.

GIVEN UNDER MY H AND and seal of office, this the 18th day of September, 19 75.

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 20 minutes A. M. 26 day of Sept. 1975, and that the same has been recorded in Book 191 Page 218 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 26 day of Sept. 1975.

Fees $ 5.50 pd.

SEAL H. P. Ferguson, CLERK

Mississippi

ASSIGNMENT OF
DEED OF TRUST

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

GOVERNMENT NATIONAL MORTGAGE ASSOCIATION, ATLANTA, GEORGIA,

that certain Deed of Trust executed by

ARTHUR D. BELL and wife, MACIE BELL, also known as Macie M. Bell,

to C. B. Henley, Trustee, for the benefit of Bailey Mortgage Company, dated September 12, 1975, securing a note in the sum of $ 29,650.00 recorded in Book 190, Page 534, of the office of the ChanceryClerk of DeSoto, County, Mississippi, together with the indebtedness secured thereby.

IN WITNESS WHEREOF the undersigned has executed this Assignment through its duly authorized officer and has caused its corporate seal to be thereunto affixed on this, the 17th day of September, 19 75.

BAILEY MORTGAGE COMPANY

William Cook, Vice President

STATE OF MISSISSIPPI

COUNTY OF HINDS.....

Personnally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named William Cook, who acknowledged to me that he is Vice President of Bailey Mortgage Company, a Mississippi corporation, and that he signed and delivered the above and foregoing instrument and affixed the corporate seal of said corporation thereto, acting for and in behalf of said corporation, after having been duly authorized so to act.

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

NOTARY PUBLIC

My Commission Expires Feb. 22, 1978

BMC-14

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 20 minutes A. M. 26 day of Sept. 1975, and that the same has been recorded in Book 191 Page 219 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 26 day of Sept. 1975.

Fees $ 2.50 pd.

SEAL H. H. Farmer CLERK

220

o/t p.1.

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 June 19 73, made and executed by Gene Norman and

Betty Norman 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 160 on page 285

of the Record of Trust Deeds, on the 1st day of June, A. D. 19 73, is now fully paid

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

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

said County also as provided by law. This the 24th day of Sept., 19 75.

THE HERNANDO BANK

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

STATE OF MISSISSIPPI, DeSoto County. } ss.

Personally came and appeared before me, the undersigned authority Eloia M. Barbee, Notary Public

in and for County and State aforesaid, A. S. Ballard, Jr., President who acknowledged that he signed and

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

Given under my hand and seal of office this 24th day of Sept. A. D. 19 75

My Commission Expires Jun. 7, 1978

Eloia M. Barbee

LAWRENCE-GREENWOOD 67844

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 30 minutes A. M. 25 day of Sept. 1975, and that the same has been recorded in Book 191 Page 220 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 26 day of Sept. 1975.

Fees $2.50 pd.

SEAL H. L. Ferguson, CLERK

221

CANCELLED BY AUTHORITY RECORDED IN BOOK 226 PAGE 424
THIS 13 DAY OF June 1978
CHANCERY CLERK

Deed of Trust
To

THIS DEED OF TRUST, Made and entered into this the 9th day of September, 19 75,
by and between Phillip Davidson D/B/A Davidson Construction Company

of the first part, hereinafter designated as the GRANTORS; Delta Title Company
Trustee, of the second part, hereinafter designated as TRUSTEE; and 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
- - - - - - - - - - One Hundred Seventy Thousand and No/100 - - - - - - - - - - DOLLARS
($ 170,000.00), evidenced by promissory note of even date herewith payable to the Beneficiary as follows, to-wit:

Said note being payable on demand and being payable to National Mortgage Company and being executed by Phillip Davidson d/b/a Davidson Construction Company 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 $34,000.00 as payment of each lot, plus accrued interest. Such release to be made at the expense of the party of the first part.

said note bearing interest from date at the rate of 8% per centum per annum, and providing for attorney's fees for collection if not paid according to the terms thereof;

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

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

Lots 748, 749, 750, 751 and 752, Section D, Greenbrook Subdivision, in Section 19, Township 1 South, Range 7 West, as per plat of record in Plat Book 9, Page 42, in the Office of the Chancery Clerk of DeSoto County, Mississippi.

This is a construction loan and should the improvements be left in an incompleted condition at the time when the contract, according to its terms is to be completed, or if completed, subject to any unpaid bills for labor or material, such condition shall constitute an event of default and the entire accrued indebtedness shall in that event become acoelerated 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 mentiond in this deed of trust or not.

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

Ninth: The grantors waive the provisions of Chapter 248, Laws of Mississippi of 1934, and laws amendatory thereof, if any, as far as said Section restricts the right of the trustee to offer at sale more than one hundred and sixty acres at a time, and the trustee may offer the property herein conveyed as a whole regardless of the manner in which it may be described

Tenth: The attorney's fees provided for in the above described notes and the trustees fee provided for in this deed of trust are hereby made liens on the above described property and the grantors hereby promise to pay the same should they become due under the terms of the said notes and this deed of trust. A reasonable attorney's fee and all costs in connection with any litigation to protect this security or in seeking to have this deed of trust reformed by judicial proceedings, where necessary by mistake in this act, shall constitute a part of the debt secured hereby and become immediately due and payable to the beneficiary upon demand. If the Beneficiary, or the legal holder of said note or notes or other indebtedness, shall deem it best to proceed in equity, to foreclose this deed of trust, then a reasonable fee shall be allowed by the court to the attorney representing the beneficiary under this deed of trust.

Eleventh: The Grantors agree to pay all usual and necessary costs incident to the cancellation upon the record or records of this deed of trust after the indebtedness hereby secured has been paid in full.

Twelfth: In the event that this deed of trust is subordinate to any other deed of trust or lien of any kind, the Beneficiary may, in the event of a default in the performance of any covenant or agreement in the prior deed of trust or in the event of default in payment of any indebtedness secured by any other prior lien when due, at its option declare the entire indebtedness secured by this deed of trust immediately due and payable, or the Beneficiary may perform any such defaulted covenant or agreement to such extent as the Beneficiary may determine or pay any part of the indebtedness which is in default, with resultant right of subrogation, and the Beneficiary shall have a lien for the same with interest at the rate of six per centum (6%) per annum from date until paid, and the trustee shall have all of the powers of sale or otherwise, in reference to said payments as for default in the payments of the original indebtedness secured by this deed of trust, and the failure to promptly repay the Beneficiary any monies so expended, upon demand, shall render the whole indebtedness herein secured, at the option of the legal holder of said indebtedness, immediately due and payable.

Thirteenth: The beneficiary, or any owner or holder of the note secured hereby, may at pleasure, without giving formal notice to the original or any successor trustee, or to the grantors herein or their vendees of the property herein conveyed, immediate or remote, and without regard to the willingness or inability of any such trustee to act, or to execute this trust, appoint another person or succession of persons to act as trustee herein, and such appointee or substitute shall have all the title, authority and powers in the execution of this trust as are vested in the trustee herein named. If the beneficiary, or the owner or holder of the note secured hereby, be a corporation, such appointment may be made by any one of its officers or agents. No one exercise of this power of appointment, power of sale, or any other power or right given in this Deed of Trust shall exhaust the right to exercise such power, but all rights and powers herein given may be exercised as often as may be necessary to achieve the perfect security and the collection of the indebtedness secured by this Deed of Trust until said indebtedness is fully paid and discharged. At any sale had by any Trustee hereunder, the Trustee may, from time to time, adjourn said sale to a later date without readvertising the sale by giving notice of the time and place of such continued sale at the time when and where the Trustee shall make such adjournment, and at any sale made to enforce the Trust herein given, the Beneficiary, or any person in interest, may become a purchaser, and upon payment of the purchase price the Trustee shall execute a deed of conveyance, which conveyance shall vest full and perfect title in such purchaser upon payment of the purchase price.

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness and any and all other indebtedness that may become due and owing to the beneficiary, under the terms of this instrument, and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security, and any other indebtedness that may become due and owing by the grantors to the beneficiary during the term of this deed of trust arising in any manner whatsoever. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any instalment thereon, or of any instalment of interest, or in the payment of taxes or insurance as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other covenant herein contained, then in that event the entire principal sum secured hereby, with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, be and become at once due and payable without notice to the grantors, and the trustee herein named, or his successor, or successors, shall, at the request of the beneficiary, sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid, then unpaid, after giving notice of the time, place and terms of sale as required by Section 888 of the Mississippi Code of 1942 and amendments, if any, thereto, and make deed to the purchaser or purchasers thereof. Out of the proceeds arising from said sale, the costs and expenses of executing this Deed of Trust, including a ten (10%) percent trustee's fee, which is hereby agreed to be a reasonable trustee's fee, and the attorney's fee prescribed in said note or notes, shall first be paid, next the amount of said indebtedness then remaining unpaid shall be paid and lastly, any balance remaining shall be paid to the undersigned grantors or to their proper representatives, agents or assigns.

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

IN TESTIMONY WHEREOF, Witness the signature of the grantors on this the day and date first above written.

DAVIDSON CONSTRUCTION COMPANY

Phillip Davidson

PHILLIP DAVIDSON

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STATE OF MISSISSIPPI

COUNTY OF DESOTO

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named Phillip Davidson D/B/A Davidson Construction Company 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 9th day of September, 19 75.

Notary Public

My Commission expires My Commission Expires September 1, 1979

STATE OF MISSISSIPPI

COUNTY OF

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

and

who severally acknowledged that they are and respectively of

a corporation, and that for and on behalf of said corporation and as its act and deed, they signed, sealed and delivered the above and foregoing instrument of writing on the day and in the year therein mentioned, they having been first duly authorized so to do.

GIVEN under my hand and official seal, this the day of , 19

Notary Public

My Commission expires

LAND

Deed of Trust

FROM

TO

STATE OF MISSISSIPPI } Chancery Court
DeSoto County.

I certify that this Deed of Trust was filed for record in my office at 10 o'clock A. M., on the 25 day of Sept. 1975 and was duly recorded the day of 19 on page

Book No. in my office.

Witness my hand and seal of office this day of 19

Chancery Clerk.
D. C.

pd. 5.00

Hernando, Miss.

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 30 minutes A. M. 25 day of Sept. 1975, and that the same has been recorded in Book 191 Page 221 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 26 day of Sept 1975.

Fees $5.00 pd.

SEAL H. L. Ferguson, CLERK

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

DEED OF TRUST
LAND

THIS INDENTURE, this day made and entered into between ----DEWEY O. JOHNSON FARMS, INC., a Mississippi corporation, and DEWEY O. JOHNSON and wife, MIFFIE K. JOHNSON----------

of the first part, hereinafter designated as the Grantor, ----------

STUART ROBINSON---------- Trustee, of the second part, hereinafter designated as Trustee, and

----------BANKERS TRUST SAVINGS AND LOAN ASSOCIATION----------

---------- of the third part, hereinafter designated as the Beneficiary.

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

TWO MILLION THREE HUNDRED THOUSAND---------- DOLLARS

($ 2,300,000.00) evidenced by one promissory note of even date herewith in favor of the beneficiary, bearing interest at the rate of --Ten--- per centum per -------- annum after -----date----, providing for the payment of attorney's fees in case of default and being due and payable as follows, to-wit:

The sum of Two Hundred and Fifty Thousand Dollars ($250,000.00), which sum includes accrued interest at the rate stated above, and which sum shall be allocated first to accrued interest and thereafter to unpaid principal, shall be due and payable annually, commencing on the first day of November, 1976, and extending through the first day of November, 1981; thereafter, the sum of Three Hundred Thousand Dollars ($300,000.00), which sum likewise includes accrued interest at the rate stated above, and which sum shall be allocated first to accrued interest and thereafter to unpaid principal, shall be due and payable annually, commencing on the first day of November, 1982, and extending through the first day of November, 1987; and the remaining unpaid principal balance, together with accrued but unpaid interest at the rate stated above, if not sooner paid, shall be due and payable on the first day of February, 1988.

Privilege is reserved to prepay at any time, without penalty, the entire unpaid balance of the indebtedness or any part thereof.

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 Fayette, State of Tennessee and in the County of DeSoto State of Mississippi, and more particularly described as follows, to-wit:

PARCEL I: The following described land and property lying and being situated in DeSoto County, Mississippi, to-wit:

Beginning at a point in the North line of Section 20, Township 2, Range 5 West 3240.73 feet Westwardly from the Northeast Corner of said Section 20; thence South 40 degrees 41 minutes 13 seconds East along the South line of U. S. Highway 78, Relocated, 2492.12 feet to an angle point; thence South 28 degrees 40 minutes 32 seconds East along the South line of said Highway 480.52 feet to an angle point; thence South 16 degrees 48 minutes 03 seconds East along the South line of said Highway 342.88 feet

(OVER)

Copyright Mississippi Bankers Association

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to a point in the North line of the Garner Tract; thence North 88 degrees 51 minutes 13 seconds West along the North line of said Garner Tract 2688.93 feet to a Fence Corner at the NE Corner of the NW¼ of the SW¼ of Section 20, Township 2, Range 5 West; thence South 1 degree 13 minutes 19 seconds West along the East line of the NW¼ of the SW¼ of Section 20 1357.62 feet to the SW Corner of the NE¼ of the SW¼ of Section 20; thence South 89 degrees 25 minutes 34 seconds East along the South line of said NE¼ of the SW¼ of Section 20, 986.19 feet to a point in the West line of Allison's Subdivisipn; thence South 12 degrees 23 minutes 05 seconds West along the West line of said subdivision 234.77 feet to an angle point; thence South 1 degree 39 minutes 26 seconds West along the West line of said Subdivision 470.80 feet to an angle point; thence South 84 degrees 04 minutes 27 seconds West along the West line of said Subdivision 32.0 feet to an angle point; thence South 32 degrees 21 minutes 02 seconds West along the West line of said Subdivision 758.36 feet to a point in the South line of Section 20; thence North 88 degrees 29 minutes 21 seconds West along the South line of said Section 20 1825.31 feet to the SW Corner of said Section 20; thence North 0 degrees 54 minutes 37 seconds East along the Section Line of Section 20, 2800.50 feet to a point in the centerline of Coldwater River; thence along the meanders of Coldwater River the following courses and distances: North 59 degrees 27 minutes 17 seconds East 78.58 feet; North 65 degrees 24 minutes 29 seconds East 149.77 feet; North 61 degrees 45 minutes 03 seconds East 107.20 feet; North 51 degrees 46 minutes 01 seconds West 128.99 feet; North 1 degree 07 minutes 24 seconds West 157.14 feet; North 81 degrees 04 minutes 36 seconds East 134.84 feet; North 65 degrees 44 minutes 08 seconds East 293.90 feet; North 7 degrees 31 minutes 42 seconds East 101.64 feet; North 11 degrees 28 minutes 49 seconds East 303.72 feet; North 13 degrees 30 minutes 08 seconds East 111.62 feet; North 40 degrees 21 minutes 32 seconds East 273.12 feet; South 34 degrees 46 minutes 27 seconds East 242.85 feet; North 82 degrees 16 minutes 11 seconds East 173.04 feet; South 20 degrees 26 minutes 24 seconds East 88.07 feet; North 84 degrees 41 minutes 14 seconds East 120.24 feet; North 9 degrees 49 minutes 26 seconds West 229.11 feet; North 25 degrees 16 minutes 39 seconds East 141.09 feet; North 46 degrees 35 minutes 17 seconds East 454.33 feet; North 51 degrees 36 minutes 45 seconds West 184.20 feet; North 5 degrees 21 minutes 08 seconds West 132.19 feet; North 33 degrees 44 minutes 30 seconds West 199.07 feet; North 6 degrees 23 minutes 51 seconds West 119.07 feet; North 54 degrees 33 minutes 17 seconds East 68.31 feet; North 54 degrees 33 minutes 17 seconds East 276.25 feet; North 80 degrees 27 minutes 30 seconds East 179.05 feet; South 67 degrees 36 minutes 52 seconds East 199.98 feet; North 46 degrees 36 minutes 09 seconds East 56.87 feet; North 2 degrees 48 minutes 21 seconds West 89.13 feet to the point of beginning.

Containing 252.5078 acres within the above described metes and bounds.

PARCEL II: Beginning at the NE Corner of Section 30, Township 2, Range 5 West; thence South 0 degrees 54 minutes 37 seconds West along the East line of said Section 30, 3988.26 feet to the NE Corner of Boyce 39.55 acres; thence North 89 degrees 20 minutes 57 seconds West along the North line of said Boyce Tract 799.47 feet to an iron pin found at the SE Corner of the Eason 55.44 acres; thence North 1 degree 12 minutes 32 seconds West along the East line of said Eason Tract 1318.58 feet to the NE Corner of said Eason Tract; thence North 88 degrees 46 minutes 50 seconds West along Eason's North line 1834.42 feet to an iron pin found at Eason's NW Corner; thence South 1 degree 12 minutes 32 seconds West along Eason's West line 1314.49 feet to an iron pin found at Eason's SW Corner; thence South 89 degrees 20 minutes 57 seconds East along Eason's South line 1328.76 feet to the NW Corner of Boyce's Tract; thence South 2 degrees 23 minutes 15 seconds West 1305.33 feet to a fence corner found in the South line of Section 30; thence North 89 degrees 04 minutes 18 seconds West along the South line of Section 30 and the South line of Section 25, Township 2, Range 6 West, 6748.35 feet to the SW Corner of the SE¼ of said Section 25; thence North 1 degree 09 minutes 26 seconds East 2662.57 feet to the NW Corner of the SE¼ of Section 25, Township 2, Range 6 West; thence South 88 degrees 46 minutes 50 seconds East along the North line of said SE¼ 2656.50 feet to a point in the West line of Section 30; thence North 1 degree 30 minutes 14 seconds East along the West line of said Section 30, 2699.24 feet to the NW Corner of Section 30; thence South 88 degrees 29 minutes 21 seconds East along the North line of said Section 30, 5338.70 feet to the point of beginning.

Containing 728.2086 acres, more or less, within the above described metes and bounds.

Parcels I and II containing in the aggregate 980.7164 acres, more or less.

PARCEL III: 617 acres, more or less, being all of Section 13, Township 3 Range 6, EXCEPT 23.0 acres described as all of the West Half of the Northwest Quarter lying North of Byhalia Drainage District canal.

PARCEL IV: 600 acres, more or less, being all of Section 14, Township 3, Range 6, EXCEPT, 15.89 acres in the Northeast Corner described as BEGINNING at the Northeast Corner of Section 14; thence South on the Section Line 815.0 feet to Byhalia Canal; thence in a Westerly direction with the canal to a point 763 feet West of the East line of Section 14; thence North parallel with the East line of Section 14 a distance of 977.8 feet to the North line of said Section; thence East on the Section Line 763 feet to the point of beginning, AND ALSO LESS AND EXCEPT 24 acres, more or less, described as all of that portion of the WEst Half of the Northwest Quarter of Section 14, Township 3, Range 6, lying North of Pidgeon Roost Canal.

PARCEL V: 226.75 acres, more or less, described as the Southeast Quarter and the South 70 acres of the Northeast Quarter of SEction 15, Township 3, Range 6 West more particularly described as beginning at an iron pin in the Southeast Corner of said Section 15; thence with the East line of said SEction North 5 degrees 36 minutes WEst 3798.3 feet to an iron pin; thence South 85 degrees West 2657 feet to an iron pin in the West line of the Northeast Quarter of said Section; thence South 5 degrees 36 minutes East 3792.5 feet to the Southwest Corner of the Southeast Quarter of said Section 15; thence with the South line of said Section North 85 degrees 07 minutes East 2657 feet to the beginning. State Highway Number 305 occupies 5.3 acres, more or less, giving a net of 226.75 acres, including the 0.63 acres conveyed to Henry and Nicholas Gotton by Deed in Book 57, Page 71.

PARCEL VI: 25 acres in the Northeast Quarter of Section 22, Township 3, Range 6 described as BEGINNING at the Northwest Corner of the Northeast Quarter of Section 22, Township 3, Range 6 West; thence with the West line of said Northeast Quarter South 5 degrees 20 minutes East 1650 feet to an iron pin; thence North 85 degrees 07 minutes East 660 feet to an iron pin; thence North 5 degrees 20 minutes West 1650 feet to a point in the North line of said Northeast Quarter; thence with said North line South 85 degrees 07 minutes West 660 feet to the beginning.

PARCEL VII: 209.35 acres in Section 15, Township 3, Range 6 described as BEGINNING at a point 1650.0 feet North of the Southeast Corner of the West Half of said Section 15; thence North 5 degeees 36 minutes West along the Half-Section line 2147.0 feet; thence South 85 degrees 15 minutes West 136.7 feet; thence South 8 degrees 10 minutes East along the center of Highway 305 a distance of 674.0 feet; thence South 89 degrees 19 minutes West 210.5 feet; thence North 8 degrees 35 minutes West 623.0 feet; thence North 76 degrees 55 minutes East 136.7 feet to a point in the West right of way line for Highway 305; thence Northerly along the West right of way line of said Highway 342.0 feet to a point that is 75 feet Westerly of and perpendicular to the center line of Project Number S-0908(5) A at Station 521+54.2; thence North 16 degrees 22 minutes West a distance of 1283.6 feet to the North line of said Section; thence South 85 degrees 15 minutes West along the North line of said Section 2125.73 feet to the Northwest Corner of said Section 15; thence South 4 degrees 45 minutes East along the West line of said Section 3630.0 feet; thence North 85 degrees 15 minutes East 2690.0 feet to the point of beginning.

The above described Parcels are subject to rights-of-way and easements for public roads, public utilities, drainage ditches and canals; and subject to any part of said property lying in the Southeast Quarter of Section 15, being in the Drain Family Cemetery situated in said Quarter Section.

ALSO, the following described parcels lying and being situated in the 14th Civil District of Fayette County, Tennessee, to-wit:

PARCEL I: BEGINNING at a stake, the SE Corner of Lot No. 3, run thence West 11.75 chains to a stake on the East boundary line of above described 125.17 acre home tract; thence South with the East boundary line of said home tract, 7.94 chains to a stak;e thence South 28 degrees East 4.65 chains to a stake; thence South to Mrs. Annie Taylor's Northwest internal corner; thence East about 10 chains to a stake, another Northwest Corner of Mrs. Taylor's tract; thence North to the beginning, containing 21.63 acres, more or less.

PARCEL II: BEGINNING at a stake in the old Macon and Bolivar Road, Jim Park's extreme Southeast Corner; run thence East with said road, 6 chains to a stake, Mrs. Annie Taylor's Northwest internal corner; thence North with Mrs. Taylor's West boundary line, 28 chains to a stake, one of Mrs. Taylor's Northwest Corners; thence North 76½ degrees East 1.96 chains to a stake; thence North 16.92 chains to a stake in old gulley, with small red oak pointers' thence West 7.84 chains to a stake in J. E. Parks East boundary line; thence South 45 chains to the beginning, containign 30 acres.

PARCEL III: BEGINNING at a stake in the Macon and Bolivar Road, with large post oak pointers and running West with said road 11.75 chains to a stake, the Northeast Corner of the R. A. Edwards home tract; thence South with old hedge row, 17.01½ chains to a stake; thence East 11.75 chains to a stake in Mrs. Taylor's west boundary line; thence North with Mrs. Taylor's West boundary line 17.01½ chains to the beginning, containign 20 acres, as per survey of R. T. Peak, October 3, 1933.

PARCEL IV: BEGINNING at a stake in the Macon and Bolivar Road with post oak pointer and running thence East with said road, 11 chains to a stake, Canada's Southeast Corner; thence North with Canada's East boundary line 28 chains to a stake; thence North 76½ degrees East 21 chains to a stake; thence South 2 chains to a stake; thence East 11 chains to a stake; thence North 12 chains to a stake; thence East 14.50 chains to a stake; thence North 2.70 chains to a stake; thence East 21.56 chains to a stake; thence North 12.80 chains to a stake; with black gum and persimmon pointers, John Ozier's Southeast Corner; thence East 8.80 chains to a stake; thence South 16.87 chains to a stake, John Ozier's Northwest internal corner; thence West with John Ozier's North boundary line 31.50 chains to a stake, John Ozier's Northwest Corner; thence South with John Ozier's West boundary line and Sam Whitaker's West boundary line 53.75 chains to a stake; thence South 4½ degrees West 36.75 chains to a stake, John Ozier's Southwest Corner; thence West 61.50 chains to a stake; thence North 1½ degrees East 1 chain; thence North 4 degrees East 13.2 chains to a stake; thence East 10.55 chains to a stake; thence North 1 degree West 34 chains to the beginning, containing 456.21 acres, more or less, as per survey of R. T. Peak, County Surveyor, dated October 10, 1933, and being the same tract of land conveyed to R. M. Taylor by Mrs. Minnie M. Taylor by deed in Record Book 43, Page 620, an undivided interest in which was acquired by Mrs. Annie E. Taylor from Aggie Bell Hamkins and husband by deed of record in said Register's Office, in Record Book 30, Page 316.

INCLUDED in the above described tract of land but EXCLUDED from this conveyance are the following described parcels of land, as follows:

PARCEL ONE: BEGINNING at a stake, near old blackgum pointers, this being the corner of John Ozier land and the extreme Northwest Corner of H. C. Sims original 456.21 acre tract, from said point of beginning, East 581 feet to a stake on hillside, an internal corner of said Ozier land; thence South with line of Ozier, 135 feet to a stake in the center of the Somerville and Hickory Valley Road, this being a Northeast Corner of remainder of H. C. Sims 456.21 acre tract; thence South 81 degrees West, along center of said road 585 feet to a point in center of same, this being a Northwest Corner of remainder of said H. C. Sims land; thence North 221 feet to the beginning, containing 2.37 acres.

It being the same tract of land conveyed by H. C. Sims and wife, to Willie Ozier and wife, by deed of record in Book 106, Page 589, Register's Office of Fayette County, Tennessee.

PARCEL TWO: BEGINNING at a point in the center of the Somerville and Hickory Valley Road, this point being the Southeast Corner of 2.37 acre tract recently sold by H. C. Sims and being 135 feet South of the extreme Northeast Corner of H. C. Sims original 456.21 acre tract, from said point of beginning, South with line of John Ozier, crossing center of Public Road, at 815 feet, and on for a total of 978 feet to a stake, near fence corner, this being an internal corner of said John Ozier land; thence West, crossing said public road at 166 feet and on for a total of 2079 feet to a stake, a Northwest Corner of said John Ozier land; thence South 712 feet to a stake, the Northeast Corner of remainder of H. C. Sims original tract; thence West 874 feet to a stake, a Southeast Corner of land owned by Andrew Joe Kee; thence North 792 feet to a stake in field, an internal corner of said Kee; thence East 957 feet to a stake; thence North 178 feet to a stake in field, an internal corner of said Kee; thence East 1423 feet to a stake; thence North with Old Edward Line, 624

feet to a point in the center of said Somerville and Hickory Valley Road, this being the Southwest Corner of said 2.37 acre tract; thence North 81 degrees East along the center of said road 585 feet to the point of beginning, containing 37.27 acres. It being the same tract of land conveyed by Hardeman C. Sims and wife, Mae Belle Sims to Irene Brooks Hutchins, by deed dated August 27, 1954, and recorded in the Register's Office of Fayette County, Tennessee, in Book 108, Page 620.

The above described four tracts of land, after the exclusions, being the same real estate conveyed to Dewey O. Johnson and wife, Miffie K. Johnson, by deed recorded in the Register's Office of Fayette County, Tennessee, in Book 143, Page 24.

PARCEL V: Being Lot No. 4 in the division of the lands of R. A. Edwards, Deceased, and begins at a stake, hickory pointers, near the Southeast Corner of the colored church; runs thence South 6.13 chains to a stake, 4 small oak pointers, Messmore's N. W. Corner; thence East 22.40 chains to a stake, Messmore's N. E. Corner; thence South 4.37 chains to a stake; thence East 43.50 chains to a stake; thence North 24.95 chains to a stake in the old Macon Road, Park's S. B. Line; thence West 45.50 chains to stake in field; thence South 14.45 chains to a stake in old field; thence West 20.40 chains to the beginning, containing 125.17 acres, more or less, as per survey of W. A. Rhea, County Surveyor, dated November 29, 1904.

PARCEL VI: BEGINNING at a stake in middle of the Macon & Bolivar Road, this point being in the Eastern line of Entry No. 715, for 640 acres in the name of E. Williams which lies in Range 6, Section 2 and 3 of the 10th Surveyors District; thence along the center of said road West 226 poles and 10 links to a stake; thence North 153 poles to a stake on the West side of the ditch; thence East 52 poles 7 links to a stake; thence North 1 pole and 20 links to a stake; thence East 174 poles to a stake; thence South with H. S. Taylor's line 154 poles and 20 links to the beginning, containing 218 1/3 acres.

All of the above described tracts of land are located in the 14th Civil District of Fayette County, Tennessee.

It is understood and agreed between the Grantors and the Beneficiary herein that the said Beneficiary shall pay the indebtedness secured by a deed of trust of record in Book 118 at Page 310 in favor of J. N. Sisk, the indebtedness secured by a deed of trust of record in Book 88 at Page 31 in favor of Henry B. Gotten and Nicholas Gotten, the indebtedness secured by a deed of trust of record in Book 88 at Page 29 in favor of Henry B. Gotten and Margaret M. Gotten, and the indebtedness secured by a deed of trust of record in Book 152 at Page 404 in favor of James C. Rainer, III and W. B. Dunavant, Jr., all as recorded in the office of the Chancery Clerk of DeSoto County, Mississippi, according to the terms of said deeds of trust and the promissory notes secured thereby, and that the said Beneficiary herein shall make all payments on the notes secured by said deeds of trust as they become due. In the event of default on the part of the Beneficiary in making any of said payments, the Grantors herein shall have the right to make said payments, which payments, when made, shall reduce the amount of indebtedness secured by this deed of trust by the amount which said payment or payments reduce the principal balance of the prior existing deeds of trust, and the interest applied on the prior existing indebtednesses shall likewise apply on the interest due on the indebtedness secured hereby. The Grantor herein shall also have the right to pay said prior existing indebtednesses in whole or in part at any time, which payments shall reduce the indebtedness secured by this instrument by a like amount of principal and interest as that paid on the said prior existing indebtednesses. Further, it is hereby agreed that the Grantor herein may at any time pay the difference between the balance due on the prior existing indebtednesses and the balance due on the indebtedness secured hereby to the Beneficiary herein, or its successors and assigns, along with interest on the total remaining unpaid balance of this indebtedness less interest due on the prior existing indebtednesses, thereby relieving the Beneficiary herein from said payments on the prior existing indebtednesses, which payment and assumption of liability for the prior existing indebtednesses shall liquidate the entire payments due the Beneficiary of the indebtedness secured hereby and the lien of this deed of trust shall operate only as a guaranty of payment in full of the prior existing indebtednesses.

Then and in that event, when the entire prior existing indebtednesses are paid, such payment shall likewise constitute payment in full of the indebtedness secured by this deed of trust and the Beneficiary of the indebtedness secured hereby shall release the lien of this instrument.

SIGNED FOR IDENTIFICATION:

DEWEY O. JOHNSON

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

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary herein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment of interest as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other convenant herein contained, then and in that event the entire principal sum secured hereby with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, or the owner or holder of said note or notes, be and become at once due and payable, and the trustee herein named, or his successor or successors, shall, at the request of the beneficiary, or at the request of any owner or holder of the note or notes secured hereby, sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid. Such sale shall be made by giving notice of the time, place and terms of sale as required by Section 888 of the Mississippi Code of 1942 and amendments if any thereto, and the trustee shall make deed to the purchaser or purchasers. Should the beneficiary, or the owner or holder of the note or notes secured hereby be a corporation, then in such event a declaration of default to the trustee, and a request for sale hereunder, may be made by any officer thereof. If the land covered hereby is situated in two or more counties, or in two judicial districts of the same county, the trustee may sell the whole in any of the counties, or in either of the judicial districts of a county in which any part of the land lies. Out of the proceeds of sale the trustee shall first pay the cost of advertising and making the sale; and secondly, he shall pay whatever items may have been incurred and remain unpaid in the protection of this security; then he shall pay such of the items of indebtedness secured hereby as may be outstanding in the order of their maturity, and any balance remaining in his hands shall be delivered to the grantor, or to his proper representatives, agents or assigns.

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

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

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

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

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

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

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

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

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

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

IN TESTIMONY WHEREOF, witness the signature of the grantor this the 25th day of Sept. in 75.

DEWEY O. JOHNSON FARMS, INC.

Miffie K. Johnson
Miffie K. Johnson, Individually

BY: Dewey O Johnson
Dewey O. Johnson, President

Dewey O Johnson
Dewey O. Johnson, Individually

STATE OF MISSISSIPPI,
COUNTY OF

STATE OF MISSISSIPPI
COUNTY OF DESOTO

On this ~~27th~~ 25th day of September, 1975, before me, personally appeared DEWEY O. JOHNSON and wife, MIFFIE K. JOHNSON, to me known to be the persons 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.

Kathlyn S. Goodwin
NOTARY PUBLIC

My Commission Expires:
Jan. 24, 1977

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STATE OF MISSISSIPPI
COUNTY OF DESOTO

Personally appeared before me, the undersigned Notary Public in and for the jurisdiction aforesaid,
Dewey O. Johnson, who stated that he is the duly elected President

of the above named --------Dewey O. Johnson Farms, Inc.----------
a corporation, who acknowledged that for and on behalf of said corporation, he signed, sealed and delivered the above and foregoing instrument of writing on the day and year therein written as the act and deed of said corporation, being thereunto first duly authorized so to do.

Given under my hand and official seal of office, this the 25th day of ----September---- 19 75.

Kathleen S. Godwin
Notary Public

My Commission Expires: Jan. 24, 1977

...OF TRUST

...am

...to

Trustee

...Sept. 26 , 19 75

...o'clock A. M.

...Clerk

Chancery Court

...Deed of Trust was filed for

...5 o'clock A. M., on

Sept. , 19 75

day of

, on page

in my office.

...al of office, this

, 19

Clerk

D. C.

...MAN BROTHERS
...ISSIPPI

...RTH & WOODS, LTD.

$10.00 pd

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock
15 minutes A. M. 26 day of Sept. 1975, and that the same has been
recorded in Book 191 Page 225 records of REAL ESTATE TRUST DEEDS
of said County.
Witness my hand and seal this the 26 day of Sept. 1975.

Fees $10.00 pd.

SEAL H. L. Ferguson, CLERK

c/r P.R.

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST Class C

STATE OF MISSISSIPPI, DeSoto County. } ss.

KNOW ALL MEN BY THESE PRESENTS: That The Hernando Bank of Hernando, Mississippi the beneficiary, does hereby certify that a certain trust deed bearing date the 21st day of November 19 73, made and executed by Edgar Stafford and Lois B. Stafford 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. 168 on page 478 of the Record of Trust Deeds, on the 21st day of November, A. D. 19 73, is now fully paid and satisfied; and I do hereby authorize the Clerk of the Chancery Court of said DeSoto County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of said County also as provided by law. This the 24th day of Sept., 19 75.

THE HERNANDO BANK

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

STATE OF MISSISSIPPI, DeSoto County. } ss.

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

Given under my hand and seal of office this 24th day of Sept. A. D. 19 75

Elois M. Barbee

My Commission Expires Jan. 7, 1978

LAWRENCE-GREENWOOD 87644

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 30 minutes A. M. 25 day of Sept. 1975, and that the same has been recorded in Book 191 Page 233 records of REAL ESTATE TRUST DEEDS of said County.

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

Fees $2.50 pd.

SEAL H. D. Ferguson, CLERK

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ASSIGNMENT

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

Government National Mortgage Association

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

James E. Yearwood and wife, Shirley M. Yearwood

to G. L. Oates , Trustee for the use and benefit of Wortman & Mann, Inc. beneficiary on the 7th day of August, 1975 encumbering certain lands in the County of DeSoto , State of Mississippi, which said Deed of Trust is recorded in Book 189 at Page 142 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 $ 25,700.00 thereby secured.

IN WITNESS WHEREOF the undersigned has caused this assignment to be executed by its duly authorized officers, and its corporate seal to be affixed thereto on the 25th day of September, 1975

WORTMAN & MANN, INC.

BY: _____
Thomas J. Tompkins, Vice President

ATTEST:

BY: _____
Charles M. Kelly, Vice President

STATE OF MISSISSIPPI
COUNTY OF HINDS

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

Given under my hand and official seal of office, this 25th day of September, 1975

My Commission Expires August 2, 1979

_____
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 11 o'clock ~~AM~~ minutes A. M. 26 day of Sept 1975, and that the same has been recorded in Book 191 Page 234 records of REAL ESTATE TRUST DEEDS of said County.

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

Fees $ 2.50 pd.

SEAL H. L. Ferguson, CLERK

CANCELLED BY AUTHORITY, RECORDED IN BOOK
2244 PAGE 662
THIS 27 DAY OF June 2005
W.E. Davis
CHANCERY CLERK
By: M. Heffner D.C.

Assignment of this Instrument Recorded in
Real Estate TD Book
No. 192 Page 69
This the 15 day of Oct 19 75
W.E. Davis Clerk

D-26286-LL

DEED OF TRUST

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

THIS DEED OF TRUST is made this 19th day of September, 19 75, among the **Grantor,** VICTOR M. FROEMEL and wife, MARY L. FROEMEL (herein "Borrower"), DELTA TITLE COMPANY (herein "Trustee"), and the **Beneficiary,** NATIONAL MORTGAGE COMPANY, a corporation organized and existing under the laws of STATE OF TENNESSEE, whose address is 4041 KNIGHT ARNOLD ROAD, MEMPHIS, TENNESSEE 38118 (herein "Lender").

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

Lot 496, Section "D", BUENA VISTA LAKE Subdivision, in Section 14, Township 4, Range 8 West, as shown on plat of record in Plat Book 5, Pages 40-43, 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 29, 1975.

[illegible] The holders of the indebtedness described herein shall have the right at any time to require [illegible] to pay to the holders of the said [illegible] in addition to and [illegible] to the monthly installments of principal and [illegible] and annual insurance [illegible] pursuant to the [illegible] of insurance and [illegible] of 1968 or [illegible] [illegible] [illegible]

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Uniform Covenants. Borrower and Lender covenant and agree as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or if any action or proceeding is commenced which materially affects Lender's interest in

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

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Deed of Trust such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Deed of Trust immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to Borrower.

If the Property is abandoned by Borrower or if after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days of the date of such notice, Lender is authorized to collect and apply the proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

10. Borrower Not Released. Extension of the time for payment or modification of amortization of the sums secured by this Deed of Trust granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Deed of Trust by reason of any demand made by the original Borrower and Borrower's successors in interest.

11. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any right or remedy hereunder. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Deed of Trust.

12. Remedies Cumulative. All remedies provided in this Deed of Trust are distinct and cumulative to any other right or remedy under this Deed of Trust or afforded by law or equity, and may be exercised concurrently, independently or successively.

13. Successors and Assigns Bound; Joint and Several Liability; Captions. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Deed of Trust are for convenience only and are not to be used to interpret or define the provisions hereof.

14. Notice. Any notice to Borrower provided for in this Deed of Trust shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address stated below, except for any notice required under paragraph 18 hereof to be given to Borrower in the manner prescribed by applicable law. Any notice provided for in this Deed of Trust shall be deemed to have been given to Borrower when given in the manner designated herein.

15. Uniform Deed of Trust; Governing Law; Severability. This form of deed of trust combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. This Deed of Trust shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Deed of Trust or the Note conflicts with applicable law, such conflicts shall not affect other provisions of this Deed of Trust or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Deed of Trust and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be furnished a conformed copy of this Deed of Trust at the time of execution or after recordation hereof.

17. Transfer of the Property; Assumption. If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Deed of Trust, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Lender may, at Lender's option, declare all the sums secured by this Deed of Trust to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale or transfer, Lender and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sums secured by this Deed of Trust shall be at such rate as Lender shall request. If Lender has waived the option to accelerate provided in this paragraph 17 and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Deed of Trust and the Note.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 14 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the

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expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 18 hereof.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

18. Acceleration; Remedies. Except as provided in paragraph 17 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Deed of Trust, including the covenants to pay when due any sums secured by this Deed of Trust, Lender prior to acceleration shall mail notice to Borrower as provided in paragraph 14 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Deed of Trust and sale of the Property. If the breach is not cured on or before the date specified in the notice, Lender at Lender's option may declare all of the sums secured by this Deed of Trust to be immediately due and payable without further demand, and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable attorney's fees.

If Lender invokes the power of sale, Lender shall send to Borrower, in the manner provided in paragraph 14 hereof, notice of Lender's election to sell the Property. Trustee shall give notice of sale by public advertisement for the time and in the manner prescribed by applicable law. Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder for cash at such time and place in Desoto County as Trustee designates in the notice of sale in one or more parcels and in such order as Trustee may determine. Lender or Lender's designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property so sold without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all costs and expenses of the sale, including, but not limited to, reasonable Trustee's and attorney's fees and costs of title evidence; (b) to all sums secured by this Deed of Trust; and (c) the excess, if any, to the person or persons legally entitled thereto.

19. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Deed of Trust, Borrower shall have the right to have any proceedings begun by Lender to enforce this Deed of Trust discontinued at any time prior to sale of the Property pursuant to the power of sale contained in this Deed of Trust or at any time prior to entry of a judgment enforcing this Deed of Trust if: (a) Borrower pays Lender all sums which would be then due under this Deed of Trust, the Note and notes securing Future Advances, if any, had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Deed of Trust; (c) Borrower pays all reasonable expenses incurred by Lender and Trustee in enforcing the covenants and agreements of Borrower contained in this Deed of Trust and in enforcing Lender's and Trustee's remedies as provided in paragraph 18 hereof, including reasonable attorney's fees; and (d) Borrower takes such action as Lender may reasonable require to assure that the lien of this Deed of Trust, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Deed of Trust shall continue unimpaired. Upon such payment and cure by Borrower, this Deed of Trust and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

20. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 18 hereof or abandonment of the Property, Lender, in person, by agent or by judicially appointed receiver shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the Receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Deed of Trust. Lender and the receiver shall be liable to account only for those rents actually received.

21. Future Advances. Upon request of Borrower, Lender, at Lender's option prior to release of this Deed of Trust, may make Future Advances to Borrower. Such Future Advances, with interest thereon, shall be secured by this Deed of Trust when evidenced by promissory notes stating that said notes are secured hereby.

22. Release. Upon payment of all sums secured by this Deed of Trust, Lender or Trustee shall cancel this Deed of Trust without charge to Borrower. If Trustee is requested to cancel this Deed of Trust, all notes evidencing indebtedness secured by this Deed of Trust shall be surrendered to Trustee.

23. Substitute Trustee. Lender at Lender's option may from time to time remove Trustee and appoint a successor Trustee to any Trustee appointed hereunder by instrument recorded in the county in which this Deed of Trust is recorded. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon the Trustee herein and by applicable law.

IN WITNESS WHEREOF, Borrower has executed this Deed of Trust.

Victor M. Froemel
VICTOR M. FROEMEL —Borrower

Mary L. Froemel
MARY L. FROEMEL —Borrower

RFD # 2

HERNANDO, MISSISSIPPI 38632
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 Victor M. Froemel and wife, Mary L. Froemel 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 19th day of September, A.D. 19 75.

M. Walker
Notary Public

My Commission expires:

My Commission Expires June 11, 1979

STATE OF MISSISSIPPI, DeSOTO COUNTY
I certify that the within instrument was filed for record at 4 o'clock and 50 minutes P. M. 26

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 4 o'clock 50 minutes P. M. 26 day of Sept., 1975, and that the same has been recorded in Book 191 Page 235 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 29 day of Sept. 1975.

Fees $6.00 pd.

SEAL H. L. Ferguson, CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK
335 PAGE 501
9 DAY OF April 19 85
H. B. Ferguson
CHANCERY CLERK by D.C.

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Mississippi Bankers Association
Form No. 1
(Revised Dec. 1955)
LAND

DEED OF TRUST
LAND

THIS INDENTURE, this day made and entered into between Lawrence R. Dunlap & wife

Mary W. Dunlap

of the first part, hereinafter designated as the Grantor,

Dudley B. Bridgforth, Jr. Trustee, of the second part, hereinafter designated as Trustee, and

Dixie Greyhound Credit Union of the third part, hereinafter designated as the Beneficiary.

WITNESSETH: That whereas the Grantor is justly indebted to the beneficiary in the full sum of

Eleven Thousand, five hundred, sixty eight DOLLARS

($ 11,560.00) evidenced by promissory note of even date herewith in favor of the beneficiary, bearing interest at the rate of 10.8 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:

In eighty-four equal amortized monthly installments of $198.00 each, first Installment due on or before the 5 day of Oct. , 1975, and one installment due on the same day of each month thereafter untill paid in full

WHEREAS, the said grantor desires to secure the prompt payment at maturity of the aforesaid indebtedness, as well as any extension of the same, or any part thereof, and any other or further indebtedness in the way of future advances hereunder, or otherwise, that the grantor, or either of them, may now or hereafter owe the beneficiary, as hereinafter provided:

NOW, THEREFORE, in consideration of the premises, and the further consideration of Ten Dollars ($10.00) cash in hand paid by the aforesaid trustee, the receipt of which is hereby acknowledged, the grantor does hereby convey and warrant unto the said trustee, the property situated in the

State of Mississippi, and more particularly described as follows, to-wit:

3.00 acres in the Southeast Quarter of Section 17, Township 2, South, Range 6 West being more particularly described as commencing at an iron pin which is 1532.5 feet north of a concrete post on the Southwest corner of the Southeast one-quarter of Section 17, Township 2 South, Range 6 West, DeSoto County, Mississippi; thence run South 76 degrees 31 minutes East (mag. var. 4 degrees 30 minutes east) along the south line of Dunn Lane Road 323.67 feet to an iron Pin; said pin being the point of begin= ning for herein described parcel; thence continue south 76 degrees 31 minutes East along said road 198.15 feet to an iron pin; thence run South 02 degrees 10 minutes East 661.80 feet to an iron pin; thence run West 190.94 feet to an iron pin; thence run North 12 degrees West 708.04 feet to an iron pin on the point of beginning and containing 3.00 acres, more or less.

Copyright Mississippi Bankers Association

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Together with all the hereditaments and appurtenances thereunto appertaining, as far as they may now or hereafter, during the term of this deed of trust, belong to or be used in connection with the occupancy of any building on the said land, or that may be hereafter erected thereon, all heating and ventilating apparatus, gas, electric light and other fixtures, whether attached to said premises or detached therefrom.

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary herein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment of interest as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other convenant herein contained, then and in that event the entire principal sum secured hereby with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, or the owner or holder of said note or notes, be and become at once due and payable, and the trustee herein named, or his successor or successors, shall, at the request of the beneficiary, or at the request of any owner or holder of the note or notes secured hereby, sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid. Such sale shall be made by giving notice of the time, place and terms of sale as required by Section 888 of the Mississippi Code of 1942 and amendments if any thereto, and the trustee shall make deed to the purchaser or purchasers. Should the beneficiary, or the owner or holder of the note or notes secured hereby be a corporation, then in such event a declaration of default to the trustee, and a request for sale hereunder, may be made by any officer thereof. If the land covered hereby is situated in two or more counties, or in two judicial districts of the same county, the trustee may sell the whole in any of the counties, or in either of the judicial districts of a county in which any part of the land lies. Out of the proceeds of sale the trustee shall first pay the cost of advertising and making the sale; and secondly, he shall pay whatever items may have been incurred and remain unpaid in the protection of this security; then he shall pay such of the items of indebtedness secured hereby as may be outstanding in the order of their maturity, and any balance remaining in his hands shall be delivered to the grantor, or to his proper representatives, agents or assigns.

It is agreed and understood, by and between the parties hereto that this conveyance is executed and intended to be, and is hereby made subject to the following covenants, stipulations and conditions, all of which shall be binding upon the parties hereto and each of them.

First. In addition to the indebtedness specifically mentioned above, and any and all extensions or renewals of the same, or any part thereof, this conveyance shall also cover such future and additional advances as may be made to the grantor, or either of them, by the beneficiary, not to exceed the sum of $125,000.00, the beneficiary to be the sole judge as to whether or not such future and additional advances shall be made. In addition to all of the above, it is intended that this conveyance shall secure, and it does secure any and all debts, obligations, or liabilities, direct or contingent, of the grantor herein, or either of them, to the beneficiary, whether now existing or hereafter arising at any time before actual cancellation of this instrument on the public records of mortgages and deeds of trust, whether the same be evidenced by note, open account, over-draft, endorsement, guaranty or otherwise.

Second. The grantor will at all times during the continuance of this deed of trust keep the buildings and improvements on said premises insured against loss or damage by fire, storm, war damage and other hazard in such reliable insurance company, or companies, as may be acceptable to the beneficiary, for the maximum amount of insurance obtainable, or in such amount as may be approved by beneficiary, and all policies covering the same shall contain the proper loss payable clause, making all losses, if any, payable to the beneficiary, his successors or assigns, and shall be delivered to the beneficiary herein, or to the owner or holder of the notes secured hereby as additional security. In case of loss and payment by any insurance company, the amount of insurance money so paid shall be applied either on the indebtedness secured hereby, or in rebuilding or restoring the damaged building, or buildings, or it may be released to the grantor, as the beneficiary may elect. In the event of loss the grantor shall immediately give notice by mail to the beneficiary who may make proof of loss if same be not promptly made by the grantor. Each insurance company involved is hereby authorized, empowered and directed to make payment for any loss directly to the beneficiary instead of to the grantor and the beneficiary jointly.

Third. The grantor will pay all taxes and assessments, general or special, which may be assessed against the said land, premises or property, or upon the interest of the trustee or the beneficiary therein, or upon this deed of trust, or the indebtedness secured hereby, without regard to any law heretofore enacted or that may hereafter be enacted imposing payment of the whole or any part thereof upon either the trustee or beneficiary, and further will furnish annually to the beneficiary certificates or receipts of the proper officer showing full payment of all such taxes and assessments.

Fourth. That the rents, issues and profits of all and every part of the property here conveyed are specifically pledged to the payment of the indebtedness hereby secured, and all obligations which may accrue under the terms of this instrument. Upon the maturity of the indebtedness hereby secured, either by lapse of time or by reason of any default as herein provided, or if at any time it becomes necessary to protect the lien of this conveyance, the beneficiary, or any owner, or holder of the notes secured hereby, shall have the right to forthwith enter into and upon the property hereinbefore described and take possession thereof, and collect and apply the rents, issues and profits thereon upon the indebtedness secured hereby, or may, if it is so desired, have a receiver appointed by any court of competent jurisdiction to collect and impound the said rents, issues and profits and after paying the expense of such receivership apply the balance thereof to the payment of any indebtedness secured hereby.

Fifth. The failure on the part of the grantor to keep and perform each, any, and all of the covenants and stipulations of this deed of trust, or the passage by the State of Mississippi of any law imposing payment of the whole or any portion of any of the taxes aforesaid upon the trustee or the beneficiary, or upon the rendering by any court of competent jurisdiction of a decision that the stipulation or provision herein covering the payment of taxes or assessments is legally inoperative, shall give to the beneficiary or to the owner or holder of the notes secured hereby the option to at once declare the entire principal sum hereby secured with all interest and charges thereon, and all other amounts secured hereby at once due and demandable and to have the property advertised and sold by the trustee herein named, or his successor or successors, in accordance with the provisions of this conveyance hereinbefore set out. But in case such default consists in the failure to keep the said property insured or to pay the taxes herein required, the beneficiary, or the owner or holder of the said secured notes, may procure said insurance and pay said taxes and assessments, or redeem the property from tax sale if it has been sold; and any and all sums paid in procuring said insurance or in paying said taxes or assessments or in redeeming said property from tax sale, together with interest thereon at the rate herein stipulated from the date the same shall have been paid, shall be covered by this conveyance and shall be due and demandable on the date of the maturity of the interest installment which may become due under the terms of this instrument next after such additional items of expense are made or incurred. In case the beneficiary or the owner or holder of said secured notes elects to advance insurance premium and/or taxes, the receipt of an agent of the insurance company or companies in which said insurance is placed shall, with respect to such insurance premiums, be conclusive evidence as between the parties to this conveyance of the amount and fact of payment thereof; and the receipt of the proper public official, shall with respect to the taxes and assessments, aforesaid, be conclusive as between the parties to this conveyance of the amount and validity of said taxes or assessments and of the fact of the payment thereof.

Sixth. The beneficiary, or any owner or holder of the note secured hereby, may at pleasure, without giving formal notice to the original or any successor trustee, or to the grantor herein, and without regard to the willingness or inability of any such trustee to act, or to execute this trust, appoint another person or succession of persons to act as trustee herein, and such appointee or substitute shall have all the powers in the execution of this trust as are vested in the trustee herein named. If the beneficiary, or the owner or holder of the note secured hereby, be a corporation, such appointment may be made by its president, vice-president, assistant vice-president, secretary or treasurer.

Seventh. In case of foreclosure and sale of the property covered hereby, the beneficiary, or any owner or holder of the notes secured hereby, shall have the same right to purchase at said sale as if a stranger to this instrument.

Eighth. Grantor covenants that the premises and property covered hereby will at all times be used in a good and husbandlike manner, for lawful purposes only, and that waste will not be committed or suffered to be committed thereon.

Ninth. Whenever in this deed of trust the context so requires, the singular number shall include the plural, and the plural the singular; holder of the note or notes shall be deemed to refer to and include the owner of the debt, and the word beneficiary shall at any and all times include and mean the then holder of the note or notes secured hereby.

IN TESTIMONY WHEREOF, witness the signature of the grantor this the 22nd day of September, 1975

Lawrence R. Dunlap

Lawrence R. Dunlap

Mary W. Dunlap

Mary W. Dunlap

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 Lawrence R. Dunlap and wife Mary W. Dunlap 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 day of September 1975

My Commission Expires: 5-4-77

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. 26 day of Sept. 1975, and that the same has been recorded in Book 121 Page 239 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 29 day of Sept. 1975.

Fees $5.00 pd.

SEAL H. L. Ferguson, CLERK

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D-7132

F-1172

AUTHORITY TO CANCEL

TO THE CHANCERY CLERK OF Desoto COUNTY, MISSISSIPPI:

You are hereby authorized to cancel of record that certain Deed of Trust on land executed by Joseph C. Boucher & Pamela Boucher, his wife, to J. R. Hampton & J. R. Wilson Trustees, xxxxxxxxxxxxxxxxx-xxxxxxxxxxxxxxxx

D-75147LA

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 Robert L. Boley and wife, Ruby Boley to Southaven Savings & Loan Association and recorded in Book 82 at Page 47, and which deed of trust was assigned by Southaven Savings and Loan Association to Coral Gables Federal Savings and Loan Association, as shown by assignment recorded in Book 141 at Page 378, all of the record of Deeds or Deeds of Trust on file in your office.

This 4th day of September, 1975.

CORAL GABLES FEDERAL SAVINGS AND LOAN ASSOCIATION

By _____
Mal J. Harper, Vice President

By _____
Ann W. Fieler, Assistant Secretary

STATE OF FLORIDA

COUNTY OF DADE

Personally came and appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named Mal J. Harper and Ann W. Fieler, who acknowledge to me that they are Vice President and Asst. Secretary, respectively, of Coral Gables Federal Savings & Loan Association, a corporation, and that for and on behalf of said corporation and as its act and deed, they signed, sealed and delivered the above foregoing instruments of writing on the day and in the year therein mentioned, they being first duly authorized so to do by said corporation.

Given under my hand and official seal of office, this, the 4th day of September, 1975.

_____
NOTARY PUBLIC, Susan B. Lipscomb

My Commission Expires:
NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES FEB 22, 1979
BONDED THRU GENERAL INSURANCE UNDERWRITERS

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 4 o'clock 50 minutes P. M. 26 day of Sept. 1975, and that the same has been recorded in Book 141 Page 243 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 29 day of Sept 1975.

Fees $2.50 pd.

SEAL H. D. Ferguson, CLERK

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ASSIGNMENT OF DEED OF TRUST OR MORTGAGE

STATE OF MISSISSIPPI

DESOTO COUNTY

For value received I, Mary Jean Jones, hereby sell, transfer, assign, and set over unto W. I. LaRue xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx of the County of DeSoto, State of Mississippi, to George S. McIngvale, Trustee for said Mary Jean Jones, Beneficiary, bearing date of 21st day of August, 1975, on certain lands in DeSoto County, which said mortgage or deed of trust is recorded in Trust Deed Record Book 189, Page 645, in the Chancery Clerks Office of DeSoto County; also, all the right, title, interest, in said mortgage or deed of trust and the lands described therein and the note and indebtedness described therein.

This assignment is made without recourse.

Witness my signature this the 12th day of September 1975

(Ethel Vaughn)
(Lot 55, Section A,)
(Hoytte Austin)
(Sub-division)
(DeSoto County)
(170 Caroline Drive)
(Twin Lakes)

(Mary Jean Jones)

STATE OF MISSISSIPPI

COUNTY OF DESOTO

This day personally appeared before me, the undersigned authority in and for the said County and State, Mary Jean Jones, who acknowledged that he signed and delivered the above and foregoing instrument on the day and date therein mentioned as his free and voluntary act and deed and for the purposes therein expressed.

Given under my hand and official seal of office this the 12th day of September 1975.

My Commission Expires;
My Commission Expires Sept. 12, 1976

Notary Public

DESOTO COUNTY MISSISSIPPI NOTARY PUBLIC

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 3 o'clock 00 minutes P. M. 26 day of Aug. 1975, and that the same has been recorded in Book 191 Page 244 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 29 day of Aug. 1975.

Fees $ 2.50 pd.

SEAL H. D. Ferguson, CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK 282 PAGE 412
THIS 9 DAY OF April 19 82
H. D. Ferguson
CHANCERY CLERK

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DEED OF TRUST

THIS DEED OF TRUST is made this 22nd day of SEPTEMBER, 1975, among the Grantor, BILLY W. HUCKABY (a/k/a Billy Wayne Huckaby) and wife, ELVA LEE HUCKABY, (herein "Borrower"), Joe M. Hudspeth, (herein "Trustee"), and the Beneficiary, NORTH MISSISSIPPI SAVINGS & LOAN ASSOCIATION, a corporation organized and existing under the laws of The State of Mississippi, whose address is Horn Lake, Mississippi, (herein "Lender").

BORROWER, in consideration of the indebtedness herein recited and the trust herein created, irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the County of DeSoto, State of Mississippi:

Lot 9, Hazelwood Subdivision in Section 32, Township 1 South, Range 8 West, as shown by plat thereof recorded in plat book 1, page 48, 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 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 October 1, 2005; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Deed of Trust; and the performance of the covenants and agreements of Borrower herein contained; and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances").

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any easements and restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any Future Advances secured by this Deed of Trust.

2. Funds for Taxes and Insurance. Subject to Lender's option under paragraphs 4 and 5 hereof, Borrower shall pay to Lender on the day monthly installments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments which may attain priority over this Deed of Trust, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender shall make no charge for so holding and applying the Funds or verifying and compiling said assessments and bills. Borrower and Lender may agree in writing at the time of execution of this Deed of Trust that interest on the Funds shall be paid to Borrower, and unless such agreement is made, Lender shall not be required to pay Borrower any interest on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Deed of Trust.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency within thirty days after notice from Lender to Borrower requesting payment thereof.

Upon payment in full of all sums secured by this Deed of Trust, Lender shall promptly refund to Borrower any Funds held by Lender.

If under paragraph 18 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Deed of Trust.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note and on Future Advances, if any, and then to the principal of the Note and to the principal of Future Advances, if any.

4. Charges; Liens. Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Deed of Trust, and ground rents, if any, at Lender's option in the manner provided under Paragraph 2 hereof or by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the event Borrower shall make payment directly, Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Deed of Trust; provided, that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall in good faith contest such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require; provided, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Deed of Trust.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid at Lender's option in the manner provided under paragraph 2 hereof or by Borrower making payment, when due, directly to the insurance carrier.

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender, and Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Deed of Trust is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Deed of Trust would be impaired, the insurance proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower or if Borrower fails to respond to Lender within 30 days after notice by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

If under paragraph 18 hereof the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof (to the extent of the sums secured by this Deed of Trust immediately prior to such sale or acquisition) resulting from damage to the Property prior to the sale or acquisition shall pass to Lender.

6. Preservation and Maintenance of Property; Leaseholds; Condominiums. Borrower shall keep the Property in good repair and shall not permit or commit waste, impairment, or deterioration of the Property and shall comply with the provisions of any lease, if this Deed of Trust is on a leasehold. If this Deed of Trust is on a condominium unit, Borrower shall perform all of Borrower's obligations under the declaration of condominium or master deed, the by-laws and regulations of the condominium project and constituent documents.

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs. Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, shall become additional indebtedness of Borrower secured by this Deed of Trust. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate stated in the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible by applicable law. Nothing contained in this paragraph 7 shall require Lender to incur any expense or do any act hereunder.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Deed of Trust such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Deed of Trust immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to Borrower.

If the Property is abandoned by Borrower or if after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days of the date of such notice, Lender is authorized to collect and apply the proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

10. Borrower Not Released. Extension of the time for payment or modification of amortization of the sums secured by this Deed of Trust granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Deed of Trust by reason of any demand made by the original Borrower and Borrower's successors in interest.

11. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any right or remedy hereunder. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Deed of Trust.

12. Remedies Cumulative. All remedies provided in this Deed of Trust are distinct and cumulative to any other right or remedy under this Deed of Trust or afforded by law or equity, and may be exercised concurrently, independently or successively.

13. Successors and Assigns Bound; Joint and Several Liability; Captions. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Deed of Trust are for convenience only and are not to be used to interpret or define the provisions hereof.

14. Notice. Any notice to Borrower provided for in this Deed of Trust shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address stated below, except for any notice required under paragraph 18 hereof to be given to Borrower in the manner prescribed by applicable law. Any notice provided for in this Deed of Trust shall be deemed to have been given to Borrower when given in the manner designated herein.

15. Uniform Deed of Trust; Governing Law; Severability. This form of deed of trust combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. This Deed of Trust shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Deed of Trust or the Note conflicts with applicable law, such conflicts shall not affect other provisions of this Deed of Trust or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Deed of Trust and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be furnished a conformed copy of this Deed of Trust at the time of execution or after recordation hereof.

17. Transfer of the Property; Assumption. If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Deed of Trust, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Lender may, at Lender's option, declare all the sums secured by this Deed of Trust to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale or transfer, Lender and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sums secured by this Deed of Trust shall be at such rate as Lender shall request. If Lender has waived the option to accelerate provided in this paragraph 17 and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Deed of Trust and the Note.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 14 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the

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expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 18 hereof.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

18. Acceleration; Remedies. Except as provided in paragraph 17 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Deed of Trust, including the covenants to pay when due any sums secured by this Deed of Trust, Lender prior to acceleration shall mail notice to Borrower as provided in paragraph 14 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Deed of Trust and sale of the Property. If the breach is not cured on or before the date specified in the notice, Lender at Lender's option may declare all of the sums secured by this Deed of Trust to be immediately due and payable without further demand, and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable attorney's fees.

If Lender invokes the power of sale, Lender shall send to Borrower, in the manner provided in paragraph 14 hereof, notice of Lender's election to sell the Property. Trustee shall give notice of sale by public advertisement for the time and in the manner prescribed by applicable law. Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder for cash at such time and place in DeSoto County as Trustee designates in the notice of sale in one or more parcels and in such order as Trustee may determine. Lender or Lender's designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property so sold without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all costs and expenses of the sale, including, but not limited to, reasonable Trustee's and attorney's fees and costs of title evidence; (b) to all sums secured by this Deed of Trust; and (c) the excess, if any, to the person or persons legally entitled thereto.

19. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Deed of Trust, Borrower shall have the right to have any proceedings begun by Lender to enforce this Deed of Trust discontinued at any time prior to sale of the Property pursuant to the power of sale contained in this Deed of Trust or at any time prior to entry of a judgment enforcing this Deed of Trust if: (a) Borrower pays Lender all sums which would be then due under this Deed of Trust, the Note and notes securing Future Advances, if any, had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Deed of Trust; (c) Borrower pays all reasonable expenses incurred by Lender and Trustee in enforcing the covenants and agreements of Borrower contained in this Deed of Trust and in enforcing Lender's and Trustee's remedies as provided in paragraph 18 hereof, including reasonable attorney's fees; and (d) Borrower takes such action as Lender may reasonable require to assure that the lien of this Deed of Trust, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Deed of Trust shall continue unimpaired. Upon such payment and cure by Borrower, this Deed of Trust and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

20. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 18 hereof or abandonment of the Property, Lender, in person, by agent or by judicially appointed receiver shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the Receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Deed of Trust. Lender and the receiver shall be liable to account only for those rents actually received.

21. Future Advances. Upon request of Borrower, Lender, at Lender's option prior to release of this Deed of Trust, may make Future Advances to Borrower. Such Future Advances, with interest thereon, shall be secured by this Deed of Trust when evidenced by promissory notes stating that said notes are secured hereby.

22. Release. Upon payment of all sums secured by this Deed of Trust, Lender or Trustee shall cancel this Deed of Trust without charge to Borrower. If Trustee is requested to cancel this Deed of Trust, all notes evidencing indebtedness secured by this Deed of Trust shall be surrendered to Trustee.

23. Substitute Trustee. Lender at Lender's option may from time to time remove Trustee and appoint a successor Trustee to any Trustee appointed hereunder by instrument recorded in the county in which this Deed of Trust is recorded. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon the Trustee herein and by applicable law.

IN WITNESS WHEREOF, Borrower has executed this Deed of Trust.

Billy W. Huckaby
BILLY W. HUCKABY —Borrower

Elva Lee Huckaby
ELVA LEE HUCKABY —Borrower

Route 1

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 BILLY W. HUCKABY and wife, ELVA LEE HUCKABY, 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 22nd day of SEPTEMBER, A.D., 1975.

Mary K. Waller
Notary Public

My Commission expires:
9-2-79

STATE OF MISSISSIPPI, DeSOTO COUNTY
I certify that the within instrument
filed for record

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock
00 minutes A. M. 29 day of Aug. 1975, and that the same has been
recorded in Book 191 Page 245 records of REAL ESTATE TRUST DEEDS
of said County.
Witness my hand and seal this the 29 day of Aug. 1975.

Fees $5.00 pd.

SEAL H. P. Ferguson, CLERK

Aug. 3.00

PLEASE RECORD & RETURN TO: Debra Harvey, 2200 Commerce Square, Memphis, TN 38103

RELEASE

(Mississippi)

All indebtedness secured by a certain Deed of Trust from SEILER CONSTRUCTION COMPANY, INC. to MAX B. OSTNER, JR., Trustee, for the use and benefit of JAMES E. MCGEHEE & COMPANY, INC., dated February 8, 1975, and recorded in Book 183, page 197, 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.

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 ~~hereunto set~~ caused its corporate name signed hereto by and through its proper officers duly authorized so to do ~~&~~ this the 24th day of September, 19 75.

ATTEST Marge Jobe
Assistant Secretary

JAMES E. MCGEHEE & COMPANY, INC.
Harold V Crase
VICE PRESIDENT

~~STATE OF~~

~~COUNTY OF~~

~~Personally appeared before me, the undersigned authority in and for said State and County, the within named~~ _____, ~~who acknowledged that he signed and delivered the foregoing instrument on the day and year therein mentioned and for the purpose therein mentioned.~~

~~Given under my hand and seal this _____ day of _____, 19____.~~

~~Notary Public~~

~~My commission expires:~~

~~STATE OF~~

~~COUNTY OF~~

This day personally appeared before, the undersigned authority in and for said State and County, the within named HAROLD V. CRASE and MARGE JOBE, known to me to be the VICE PRESIDENT and ASSISTANT 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 24th day of September, 19 75.

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 11 o'clock 00 minutes A M. 29 day of Sept. 1975, and that the same has been recorded in Book 191 Page 249 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 29 day of Sept. 1975.

Fees $2.50 pd.

SEAL H. H. Evans

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This instrument prepared by:
Edward C. Nickel, Attorney
646 S. Highland, Memphis, Tenn.

RELEASE OF DEED OF TRUST

STATE OF MISSISSIPPI
COUNTY OF DESOTO

To the Chancery Clerk of DeSoto County, State of Mississippi:

You are hereby authorized and directed to satisfy and cancel of record the following Deed of Trust, to-wit:

One executed by Dan McWhirter and wife, Bessie McWhirter for the benefit of William F. Hagan, Jr., Trustee, for Mrs. L.C. Ledbetter dated the 13th day of November, 1969, and recorded in Trust Deed Book No. 113, Page 589 of the records in your office.

The indebtedness therein secured has not been assigned by me to anyone, and has been paid in full.

Witness my hand this 19 day of September, A.D., 1975.

Mrs L.C. Ledbetter
(Mrs. L.C. Ledbetter)

State of Tennessee
Shelby County

Personally appeared before me a Notary Public in and for said county and state, the above named Mrs. L.C. Ledbetter, who acknowledged that she signed, sealed and delivered the foregoing instrument as her voluntary act and deed.

Witness my hand and official seal this 19 day of September, 1975.

Edward C. Nickel
Notary Public

My Commission Expires October 12, 1975

My Commission Expires:

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock one minutes A. M. 29 day of Sept. 1975, and that the same has been recorded in Book 191 Page 250 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 29 day of Sept. 1975.

Fees $ 2.50 pd.

SEAL H. H. Ferguson, CLERK

DEED OF TRUST

THIS DEED OF TRUST made and entered into this 26th day of Sept. 19 75 by and between Vester Darnell Cox and wife Carol Ann Cox hereinafter called the Grantor(s); Atty. Dudley Bridgeforth hereinafter called the Trustee; Homemakers Finance Service, Inc., a New York Corporation, and having its business office and post office address at P. O. Box 213, 1389 Stateline Rd., Southaven, Miss. 38671 Mississippi, hereinafter called the Beneficiary;

WHEREAS the Grantors are justly indebted to the Beneficiary in the full sum of NineThousandFourHundredEight Dollars and 00/100 DOLLARS ($ 9408.00) 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 $ 196.00 each commencing on the 3rd day of Nov. 19 75 and like payments on the same day of each successive month thereafter until paid in full, said note bearing interest from maturity at the rate of six per centum per annum, and providing for attorney's fees for collection if not paid according to the terms thereof. The Beneficiary may collect a "late charge" not to exceed 5% of the amount of the delinquent payment or $5.00, whichever is the lesser sum.

AND WHEREAS, Grantors are anxious to secure the payment of said indebtedness hereinabove specifically described, together with any other indebtedness that may become due and owing under the terms of this instrument.

NOW, THEREFORE, in consideration of **FIVE AND NO/100 DOLLARS, [$5.00]** to the undersigned Grantors this day paid by the aforesaid Trustee, the receipt of which is hereby acknowledged, the grantors do hereby convey and warrant unto the said Trustee, the following described land and property, together with all the hereditaments and appurtenances thereunto appertaining including so far as they now are, or may hereafter belong to or be used in connection with the buildings now or hereafter to be erected on said premises, all elevators, heating and ventilating apparatus, gas, electric light and other fixtures, whether attached to said premises or detached therefrom, thereupon situated and thereunto belonging, lying and being situated in the City or Town of Southaven, Miss. District of DeSoto County, State of Mississippi, and more particularly described as follows, to wit:

Lot 246, Section B, in Brookhollow Subdivision on Section 24, Township 1 South, Range 8 West, as shown by Plat recorded in Plat Book 7, Page 35, in the office of the Chancery Clerk of said county.

The undersigned covenant(s) that the undersigned has/have exclusive and unconditional title to and possession of the above described property; that there are no liens, claims or encumbrances against same, or any part thereof, other than as shown herein.

This conveyance, however, is in trust, and should the undersigned pay the aforesaid note at maturities and otherwise perform all the terms and conditions thereof, this conveyance shall be void; otherwise, and in the event that the undersigned should fail to pay said indebtedness, or any installment or part thereof, at maturities, or should otherwise fail to perform any of the terms and conditions of said note, then said Trustee shall, upon demand of said beneficiary, its successors or assigns, whether or not all of said indebtedness shall have become due, sell, at public outcry, to the highest bidder for cash, within legal hours, and at the courthouse of the aforesaid county (or if there be two judicial districts in said county, then at the courthouse in the judicial district in which said lands are situated), the aforesaid property, after having advertised said sale by publishing notice of the time, place, and terms of such sale in some newspaper having general circulation in said county and qualified to publish same, for three consecutive weeks preceding such sale, and by posting one notice thereof for said time, at said courthouse at which said property is to be sold; and out of the proceeds of such sale, the lawful costs and expenses of foreclosure and sale, including the attorney's fees specified in the note, and a reasonable and lawful Trustee's fee therefor shall be first paid, which trustee's fee is hereby agreed shall be 15% of the principal amount of the note(s) hereby secured and remaining due and unpaid and which amount shall be in addition to the attorney's fees for collection (provided in said note(s), next, the amount remaining owing under the aforesaid notes shall be paid to the beneficiary herein, and lastly, any balance remaining shall be paid to the undersigned. Any such sale may be held on any secular day.

It is agreed that all buildings on said property shall be kept fully insured from loss by fire and windstorm, and from such other casualties as may be required by said beneficiary, its successors or assigns, for the benefit of the said beneficiary and payable to it in the event of loss, as its interest may appear, for application, at the option of said beneficiary, to the repairing, reconditioning, reconstruction or replacement of the aforesaid property or to any balance remaining outstanding on the aforesaid note, or other said indebtedness, whether all thereof be then due or not; and that all taxes and other charges maturing from time to time on said property shall be kept promptly paid. In event of loss the Grantor will give immediate notice by mail to the Beneficiary, who may make proof of loss if not made promptly by the Grantor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Beneficiary instead of to the Grantor and the Beneficiary jointly, and the insurance proceeds, or any part thereof, may be applied by the Beneficiary at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this Deed of Trust or other transfer of title to the said premises in extinguishment of the indebtedness secured hereby, all right, title, and interest of the Grantor in and to any insurance policies then in force shall pass to the purchaser or grantee. In event the undersigned shall neglect or refuse to obtain said insurance or pay said taxes and other charges, then said beneficiary may, at its option, but is not required to, obtain such insurance and pay all such taxes and other charges, either or all; and all sums of money expended therefor are hereby secured by this Deed of Trust, and shall be repayable with interest at 8% per annum from dates of such payments, upon demand of said beneficiary, and may be retained by said beneficiary from the proceeds of any sale of said property herein authorized. Neither the Trustee nor the beneficiary shall have any obligation to pay taxes, or other said charges, or procure insurance herein provided for; and in case any insurance procured by cancelled or otherwise expire, the said Trustee and beneficiary are hereby specifically relieved of any liability or obligation to procure other insurance, and shall have no further obligation to the undersigned in reference thereto, except the return of any unearned premium held. For default in either of said matters, the Trustee may make sale of said property, upon demand of said beneficiary, its successors or assigns, and apply the proceeds received therefrom, all as hereinbefore provided in event of default in payment of said note by the undersigned.

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The Grantor hereby assigns to the Beneficiary any and all rents on the premises covered hereby and authorizes the Beneficiary, or its agents, to take possession of said premises at any time there is any default in the payment of the debt hereby secured or in the performance of any obligation herein contained, and rent the same for the account of the Grantor, and to deduct from such rents all costs of collection and administration and to apply the remainder of the same on the debt hereby secured. The Grantor further covenants and agrees that in case of a sale, as hereinabove provided, the Grantor or any person in possession under the Grantor, shall then become and be tenants holding over and shall forthwith deliver possession to the purchaser at such sale, or be summarily dispossessed in accordance with the provisions of law applicable to tenants holding over. The lien of this instrument shall remain in full force and effect during any postponement or extension of the time of payment of the indebtedness or any part thereof secured hereby. The Grantor(s) waive the provisions of Chapter **248,** Laws of Mississippi of **1934,** and amendatory thereof, if any, as far as said Section restricts the right of the trustee to offer at sale more than one hundred and sixty acres at a time, and the trustee may offer the property herein conveyed as a whole regardless of the manner in which it may be described. The Grantor(s) agrees to pay all usual and necessary costs incident to the cancellation upon the record or records of this deed of trust after the indebtedness hereby secured has been paid in full. In the event the property described herein shall be subject to or become subject to an oil, gas or mineral lease, then the Grantors herein assign to the beneficiary herein named, its successors or assigns, all rents and/or royalties accruing under said lease(s) until the indebtedness hereby secured is extinguished in full.

Grantors convenant at all times to do all things necessary to defend the title to all of the mortgaged property, but the holder shall have the right, at any time, to intervene in any suit affecting such title and to employ independent counsel in connection with any such suit to which it may be a party by intervention or otherwise, and upon demand Grantors agree to pay the holder all reasonable expenses paid or incurred by it in respect of any such suit affecting title to any such property, or affecting the holder's liens or rights hereunder, including reasonable fees to the holder's attorneys, and Grantors will indemnify and hold the holder harmless from and against any and all such costs and expenses, including, but not limited to any and all cost, loss, damage or liability which it may ever suffer or incur on account of the failure or inability of Grantors for any reason, to convey the rights, titles and interests which this deed of trust purports to convey. Grantors convenant at any time and from time to time, upon request by the holder, at Grantors' expense, forthwith to execute and deliver to the holder, for the benefit of all holders, if there be more than one, any and all additional instruments and further assurances as may be necessary or proper, in the holder's opinion, to effect the intent of these presents, and to continue with due diligence to cure, to the satisfaction of such holder's attorneys, all objections and meet all requirements heretofore or hereafter made by said attorneys in connection with the loan hereby secured, or the titles to the mortgaged property. In the event that this deed of trust is subordinate to any other deed of trust or lien of any kind, the beneficiary may, in the event of a default in the performance of any covenant or agreement in the prior deed of trust or in the event of default in payment of any indebtedness secured by any other prior lien when due, at its option, declare the entire indebtedness secured by this deed of trust immediately due, and payable, or the beneficiary may perform any such defaulted covenant or agreement to such extent as the beneficiary may determine or pay any part of the indebtedness which is in default, with resultant right of subrogation, and the beneficiary shall have a lien for the same with interest at the rate of eight per centum [8%] per annum from date until paid, and the trustee shall have all of the powers of sale or otherwise, in reference to said payments as for default in the payments of the original indebtedness secured by this deed of trust, and the failure to promptly repay the Beneficiary any monies so expended, upon demand, shall render the whole indebtedness herein secured, at the option of the legal holder of said indebtedness, immediately due and payable.

If default be made in any payment of any installment of principal or interest or of any indebtedness herein provided for when the same may become due and payable, then the whole of the indebtedness secured in and by this instrument may, at the option of the beneficiary, and without notice to the Grantors, be declared immediately due and payable. A failure on the part of the beneficiary to exercise any option herein contained in the event of default being made, shall not constitute a waiver of the beneficiary's right to exercise said option in the event of any subsequent default.

In case the Grantors or either of them, or their vendees of the property herein conveyed, immediate or remote, should become insolvent, or apply to a bankruptcy court to be adjudicated a voluntary bankrupt, or proceedings be instituted to put them in involuntary bankruptcy, or should any proceedings be taken against the grantors, or their said vendees, immediate or remote, or either of them, looking to the appointment of a receiver, assignee, or trustee, then, and in either or any such case, all rents becoming due thereafter on the property herein conveyd shall be due and payable to the beneficiary herein, to be applied on the indebtedness secured hereby, and the whole indebtedness hereby secured, may, at the option of the said Beneficiary, or any holder of said indebtedness, be declared ue and payable.

It is hereby agreed that all of the provisions of this deed of trust shall apply to and secure any and all other obligations of the undersigned, or either of them, owing to, or guaranteed by, the beneficiary herein, prior to the payment of the above described note; irrespective of whether or not said obligation or obligations were incurred prior to or subsequent to the date of the indebtedness secured hereby.

Any and all acts authorized herein on the part of the beneficiary, if it be a corporation, may be performed by it, acting through any of its officers; and should any successor or assign of said beneficiary be a corporation, then such acts may likewise be performed by such corporation acting through any of its officers. The Trustee herein may act through an agent or attorney-in-fact designated by him and such designation need not be filed for record.

The said beneficiary, its successors, assigns, oo legal representatives, or any owner of the above mentioned note, or either of them, are hereby authorized to appoint, in writing, successive or substitute trustees in place of the Trustee hereinabove named, or the successor or successors of such Trustee, if from any cause the above named Trustee, or the successor or successors of such Trustee, shall not be present, able and willing to execute the trust granted hereunder or to act in the premises, or if said beneficiary, its successors, assigns or legal representatives, or any owner of the aforesaid note, or either of them, shall for any reason desire so to do.

Witness the signature of the undersigned on the day, month and year first above set forth.

Warren Lamb — Vester Darnell Cox

Witness

Wade Sullivan — Carol Ann Cox

Witness

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 Vester Darnell Cox and wife Carol Ann Cox 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 26th Sept day of A.D. 19 75

Fanny R. Kithuny

My commission expires:

4-3-77

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock
00 minutes A. M. 29 day of Sept. 1975, and that the same has been
recorded in Book 191 Page 251 records of REAL ESTATE TRUST DEEDS
of said County.
Witness my hand and seal this the 29 day of Sept. 1975.

Fees $ 3.50 pd.

SEAL H. L. Ferguson, CLERK

Assignment of this Instrument Recorded in Real Estate T D Book No. 198 Page 348 This the 12 day of April 19 76

B. D. Ferguson Clerk

Assignment of this Instrument Recorded in Real Estate T D Book No. 192 Page 211 This the 22 day of Oct. 19 75

B. D. Ferguson Clerk

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DEED OF TRUST

THIS DEED OF TRUST is made this 26th day of September, 19 75, among the Grantor, Raymond L. Nicholson and wife, Nikki J. Nicholson (herein "Borrower"), G. L. Oates (herein "Trustee"), and the Beneficiary, Wortman & Mann, Inc., a corporation organized and existing under the laws of the State of Mississippi, whose address is P. O. Box 1571, Jackson, Mississippi 39205 (herein "Lender").

BORROWER, in consideration of the indebtedness herein recited and the trust herein created, irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the County of DeSoto State of Mississippi:

Lot 209, Section "B" Eastover in Section 29, Township 1 South, Range 6 West, as per plat thereof recorded in plat book 12, pages 36-38 in the office of the Chancery Clerk of DeSoto County, Mississippi.

TOGETHER with all the improvements, now or hereafter erected on the property, and all easements, rights, appurtenances, rents (subject however to the rights and authorities given herein to Lender to collect and apply such rents), royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Deed of Trust; and all of the foregoing, together with said property (or the leasehold estate in the event this Deed of Trust is on a leasehold) are herein referred to as the "Property";

TO SECURE to Lender (a) the repayment of the indebtedness evidenced by Borrower's note of even date herewith (herein "Note"), in the principal sum of Twenty-six Thousand & 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 October 1, 2000.; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Deed of Trust; and the performance of the covenants and agreements of Borrower herein contained; and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances").

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any easements and restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

MISSISSIPPI—FHLMC—12/71—1 to 4 Family

CANCELED BY AUTHORITY RECORDED IN BOOK 268 PAGE 166

THIS 14 DAY OF Jan. 1981

CHANCERY CLERK

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any Future Advances secured by this Deed of Trust.

2. Funds for Taxes and Insurance. Subject to Lender's option under paragraphs 4 and 5 hereof, Borrower shall pay to Lender on the day monthly installments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments which may attain priority over this Deed of Trust, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender shall make no charge for so holding and applying the Funds or verifying and compiling said assessments and bills. Borrower and Lender may agree in writing at the time of execution of this Deed of Trust that interest on the Funds shall be paid to Borrower, and unless such agreement is made, Lender shall not be required to pay Borrower any interest on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Deed of Trust.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency within thirty days after notice from Lender to Borrower requesting payment thereof.

Upon payment in full of all sums secured by this Deed of Trust, Lender shall promptly refund to Borrower any Funds held by Lender.

If under paragraph 18 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Deed of Trust.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note and on Future Advances, if any, and then to the principal of the Note and to the principal of Future Advances, if any.

4. Charges; Liens. Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Deed of Trust, and ground rents, if any, at Lender's option in the manner provided under Paragraph 2 hereof or by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the event Borrower shall make payment directly, Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Deed of Trust; provided, that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall in good faith contest such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require; provided, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Deed of Trust.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid at Lender's option in the manner provided under paragraph 2 hereof or by Borrower making payment, when due, directly to the insurance carrier.

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender, and Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Deed of Trust is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Deed of Trust would be impaired, the insurance proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower or if Borrower fails to respond to Lender within 30 days after notice by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

If under paragraph 18 hereof the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof (to the extent of the sums secured by this Deed of Trust immediately prior to such sale or acquisition) resulting from damage to the Property prior to the sale or acquisition shall pass to Lender.

6. Preservation and Maintenance of Property; Leaseholds; Condominiums. Borrower shall keep the Property in good repair and shall not permit or commit waste, impairment, or deterioration of the Property and shall comply with the provisions of any lease, if this Deed of Trust is on a leasehold. If this Deed of Trust is on a condominium unit, Borrower shall perform all of Borrower's obligations under the declaration of condominium or master deed, the by-laws and regulations of the condominium project and constituent documents.

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs. Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, shall become additional indebtedness of Borrower secured by this Deed of Trust. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate stated in the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible by applicable law. Nothing contained in this paragraph 7 shall require Lender to incur any expense or do any act hereunder.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Deed of Trust such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Deed of Trust immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to Borrower.

If the Property is abandoned by Borrower or if after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days of the date of such notice, Lender is authorized to collect and apply the proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

10. Borrower Not Released. Extension of the time for payment or modification of amortization of the sums secured by this Deed of Trust granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Deed of Trust by reason of any demand made by the original Borrower and Borrower's successors in interest.

11. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any right or remedy hereunder. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Deed of Trust.

12. Remedies Cumulative. All remedies provided in this Deed of Trust are distinct and cumulative to any other right or remedy under this Deed of Trust or afforded by law or equity, and may be exercised concurrently, independently or successively.

13. Successors and Assigns Bound; Joint and Several Liability; Captions. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Deed of Trust are for convenience only and are not to be used to interpret or define the provisions hereof.

14. Notice. Any notice to Borrower provided for in this Deed of Trust shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address stated below, except for any notice required under paragraph 18 hereof to be given to Borrower in the manner prescribed by applicable law. Any notice provided for in this Deed of Trust shall be deemed to have been given to Borrower when given in the manner designated herein.

15. Uniform Deed of Trust; Governing Law; Severability. This form of deed of trust combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. This Deed of Trust shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Deed of Trust or the Note conflicts with applicable law, such conflicts shall not affect other provisions of this Deed of Trust or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Deed of Trust and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be furnished a conformed copy of this Deed of Trust at the time of execution or after recordation hereof.

17. Transfer of the Property; Assumption. If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Deed of Trust, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Lender may, at Lender's option, declare all the sums secured by this Deed of Trust to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale or transfer, Lender and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sums secured by this Deed of Trust shall be at such rate as Lender shall request. If Lender has waived the option to accelerate provided in this paragraph 17 and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Deed of Trust and the Note.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 14 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the

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expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 18 hereof.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

18. Acceleration; Remedies. Except as provided in paragraph 17 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Deed of Trust, including the covenants to pay when due any sums secured by this Deed of Trust, Lender prior to acceleration shall mail notice to Borrower as provided in paragraph 14 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Deed of Trust and sale of the Property. If the breach is not cured on or before the date specified in the notice, Lender at Lender's option may declare all of the sums secured by this Deed of Trust to be immediately due and payable without further demand, and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable attorney's fees.

If Lender invokes the power of sale, Lender shall send to Borrower, in the manner provided in paragraph 14 hereof, notice of Lender's election to sell the Property. Trustee shall give notice of sale by public advertisement for the time and in the manner prescribed by applicable law. Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder for cash at such time and place in DeSoto County as Trustee designates in the notice of sale in one or more parcels and in such order as Trustee may determine. Lender or Lender's designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property so sold without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all costs and expenses of the sale, including, but not limited to, reasonable Trustee's and attorney's fees and costs of title evidence; (b) to all sums secured by this Deed of Trust; and (c) the excess, if any, to the person or persons legally entitled thereto.

19. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Deed of Trust, Borrower shall have the right to have any proceedings begun by Lender to enforce this Deed of Trust discontinued at any time prior to sale of the Property pursuant to the power of sale contained in this Deed of Trust or at any time prior to entry of a judgment enforcing this Deed of Trust if: (a) Borrower pays Lender all sums which would be then due under this Deed of Trust, the Note and notes securing Future Advances, if any, had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Deed of Trust; (c) Borrower pays all reasonable expenses incurred by Lender and Trustee in enforcing the covenants and agreements of Borrower contained in this Deed of Trust and in enforcing Lender's and Trustee's remedies as provided in paragraph 18 hereof, including reasonable attorney's fees; and (d) Borrower takes such action as Lender may reasonable require to assure that the lien of this Deed of Trust, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Deed of Trust shall continue unimpaired. Upon such payment and cure by Borrower, this Deed of Trust and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

20. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 18 hereof or abandonment of the Property, Lender, in person, by agent or by judicially appointed receiver shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the Receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Deed of Trust. Lender and the receiver shall be liable to account only for those rents actually received.

21. Future Advances. Upon request of Borrower, Lender, at Lender's option prior to release of this Deed of Trust, may make Future Advances to Borrower. Such Future Advances, with interest thereon, shall be secured by this Deed of Trust when evidenced by promissory notes stating that said notes are secured hereby.

22. Release. Upon payment of all sums secured by this Deed of Trust, Lender or Trustee shall cancel this Deed of Trust without charge to Borrower. If Trustee is requested to cancel this Deed of Trust, all notes evidencing indebtedness secured by this Deed of Trust shall be surrendered to Trustee.

23. Substitute Trustee. Lender at Lender's option may from time to time remove Trustee and appoint a successor Trustee to any Trustee appointed hereunder by instrument recorded in the county in which this Deed of Trust is recorded. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon the Trustee herein and by applicable law.

IN WITNESS WHEREOF, Borrower has executed this Deed of Trust.

Raymond L. Nicholson —Borrower

Nikki J. Nicholson —Borrower

7566 Eastover Boulevard

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 Raymond L. Nicholson and wife, Nikki J. Nicholson who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and seal of office, on this the 26th day of September, A.D., 1975.

My Commission expires:
September 2, 1979

Mary K. Walker
Notary Public

STATE OF MISSISSIPPI, DeSOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock and no minutes A M 29 day of Sept. 1975

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock no minutes A M. 29th day of September 1975, and that the same has been recorded in Book 191 Page 253 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 29th day of September 1975.

Fees $5.00 pd.

SEAL H. D. Ferguson, CLERK

SOUTH

Assignment of this Instrument Recorded in Real Estate T/D Book No. 199 Page 633 This the 13 day of May 19 76
B. D. Ferguson Clerk

Assignment of this Instrument Recorded in Real Estate T/D Book No. 192 Page 443 This the 31 day of October 19 75
H. D. Ferguson Clerk

VA Form 26-6322 (Home Loan) Revised January 1974. Use Optional. Section 1810, Title 38, U.S.C. Acceptable to Federal National Mortgage Association.

MISSISSIPPI

DEED OF TRUST

THIS DEED OF TRUST, made and entered into this ----25th--------day of September, 19 75, by and between----------
----------Thomas E. Watts and wife, Barbara S. Watts----------
----

----------, hereinafter called the Grantor; ----G. L. Oates----------
----------, hereinafter called the Trustee, and ----------

----------Wortman & Mann, Inc.----------, a corporation organized and existing under the laws of the State of Mississippi-------, having its principal office and post-office address at P. O. Box 1571, Jackson, Mississippi 39205, hereinafter called the Beneficiary:

WITNESSETH, That the Grantor, in consideration of the debt and trust hereinafter mentioned, and the sum of One Dollar ($1.00) to the Grantor paid by the Trustee, the receipt whereof is hereby acknowledged, does by these presents grant, bargain, sell, convey, and warrant unto the Trustee, the following-described property, situated in the County of ----------DeSoto----------, State of Mississippi, to wit:

Lot 778, Section "D" Greenbrook Subdivision in Section 19, Township 1 South, Range 7 West, as per plat thereof recorded in plat book 9, pages 42-43 in the office of the Chancery Clerk of DeSoto County, Mississippi.

The Grantors covenant and agree that so long as this deed of trust or 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 thirty (30) days of the date hereof (written statement of any officer or authorized agent of the Veterans Administration declining to guarantee said note and/or this security instrument being deemed conclusive proof of such ineligibility), the present holder of the note secured hereby or any subsequent holder thereof, may at its option, declare all notes secured hereby immediately due and payable.

The funds derived from the indebtedness secured by this Deed of Trust have been used entirely to pay all or a part of the purchase price of the above described property.

together with all buildings and improvements thereon or that may hereafter be erected thereon and the hereditaments and appurtenances and all other rights thereunto belonging, or in anywise now or hereafter appertaining, and the reversion and reversions, remainder or remainders, rents, issues, and profits thereof, and all rights of homestead, and all fixtures now or hereafter attached to or used in connection with the premises herein described and in addition thereto the following described household appliances, which are, and shall be deemed to be, fixtures and a part of the realty, and are a portion of the security of the indebtedness herein mentioned;

CANCELLED BY AUTHORITY ENDORSED IN BOOK 336 PAGE 14 THIS 15 DAY OF April 19 85
H. D. Ferguson CHANCERY CLERK D.S.

TO HAVE AND TO HOLD the same unto the Trustee and unto his successors and assigns, forever.

IN TRUST, HOWEVER, to secure to the Beneficiary named above, the payment of a certain promissory note of even date herewith in the principal sum of Twenty-nine Thousand and 00/100--------Dollars ($ 29,000.00), with interest from date at the rate of seven & 3/4--------per centum (7.75%) per annum on the balance remaining from time to time unpaid; principal and interest being payable at the office of Wortman & Mann, Inc., P. O. Box 1571,---------- in Jackson, Mississippi 39205----------, or at such other place as the holder may designate, in writing delivered or mailed to the Grantor, in monthly installments of Two Hundred Seven & 93/100--- Dollars ($ 207.93), commencing on the first day of November , 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 October ,MH 2005.

The Grantor, in order more fully to protect the security of this Deed of Trust, does hereby covenant and agree as follows:

1. He will pay all and singular the principal and interest and other sums of money payable by virtue of the note secured hereby and of this lien, at the times and in the manner in said note and hereinafter provided. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one hundred dollars ($100.00), whichever is less. Prepayment in full shall be credited on the date received. Partial prepayment, other than on an installment due date, need not be credited until the next following installment due date or thirty days after such prepayment, whichever is earlier.

2. Together with and in addition to the monthly payments of principal and interest payable under the terms of the note secured hereby, he will pay to the Beneficiary as trustee (under the terms of this trust as herein stated), on the first day of each month until the note is fully paid:

(a) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable to renew the policies of fire and other hazard insurance on the premises covered by this Deed of Trust, plus taxes and assessments next due on these premises (all as estimated by the Beneficiary, and of which Grantor is notified) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by the Beneficiary in trust to pay said ground rents, premiums, taxes, and special assessments.

(b) The aggregate of the amounts payable pursuant to subparagraph (a) and those payable on the note secured hereby, shall be paid in a single payment each month, to be applied to the following items in the order stated:

(I) ground rents, if any, taxes, special assessments, fire and other hazard insurance premiums;
(II) interest on the note secured hereby; and
(III) amortization of the principal of said note.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Grantor prior to the due date of the next such payment, constitute an event of default under this Deed of Trust. At Beneficiary's option, Grantor will pay a "late charge" not exceeding four per centum (4%) of any installment when paid more than fifteen (15) days after the due date thereof to cover the extra expense involved in handling delinquent payments, but such "late charge" shall not be payable out of the proceeds of any sale made to satisfy the indebtedness secured hereby, unless such proceeds are sufficient to discharge the entire indebtedness and all proper costs and expenses secured thereby.

3. If the total of the payments made by the Grantor under (a) of paragraph 2 preceding shall exceed the amount of payments actually made by the Beneficiary as trustee for ground rents, taxes, or assessments, or insurance premiums, as the case may be, such excess shall be credited on subsequent payments to be made by the Grantor for such items or, at Beneficiaries option as trustee, shall be refunded to Grantor. If, however, such monthly payments shall not be sufficient to pay such items when the same shall become due and payable, then the Grantor shall pay to the Beneficiary as trustee any amount necessary to make up the deficiency. Such payments shall be made within thirty (30) days after written notice from the Beneficiary stating the amount of the deficiency, which notice may be given by mail. If at any time the Grantor shall tender to the Beneficiary, in accordance with the provisions thereof, the full payment of the entire indebtedness represented thereby, the Beneficiary shall as trustee, in computing the amount of such indebtedness, credit to the account of the Grantor any credit balance remaining under the provisions of (a) of paragraph 2 hereof. If there shall be a default under any of the provisions of this Deed of Trust resulting in a public sale of the premises covered hereby or if the Beneficiary acquires the property otherwise after default, the Beneficiary shall apply,

as trustee at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the amount then remaining to credit of Grantor under (a) of paragraph 2 preceding, as a credit on the interest accrued and unpaid and the balance to the principal then remaining unpaid on the note secured hereby.

4. The lien of this instrument shall remain in full force and effect during any postponement or extension of the time of payment of the indebtedness or any part thereof secured hereby.

. 5. He will pay all and singular the costs, charges and expenses, including reasonable attorney's fees incurred by Beneficiary because of the failure on the part of the Grantor to conform and comply with his obligations and duties under the term of the note secured hereby and of this Deed of Trust; and if such failure results in a sale under a foreclosure hereof, said fee shall be ten per centum (10.0%) of the total indebtedness as of the date of sale.

6. Upon the request of the Beneficiary the Grantor shall execute and deliver a supplemental note or notes for the sum or sums advanced by the Beneficiary for the alteration, modernization, improvement, maintenance, or repair of said premises, for taxes or assessments against the same and for any other purpose authorized hereunder. Said note or notes shall be secured hereby on a parity with and as fully as if the advance evidenced thereby were included in the note first described above. Said supplemental note or notes shall bear interest at the rate provided for in the principal indebtedness and shall be payable in approximately equal monthly payments for such period as may be agreed upon by the creditor and debtor. Failing to agree on the maturity, the whole of the sum or sums so advanced shall be due and payable thirty (30) days after demand by the creditor. In no event shall the maturity extend beyond the ultimate maturity of the note first described above.

7. He will not commit, permit, or suffer waste, impairment, or deterioration of said property or any part thereof, and in the event of the failure of the Grantor to keep the buildings and other improvements now or hereafter on said premises in good repair, the Beneficiary may make such repairs as may reasonably be deemed necessary for the proper preservation thereof, and the sums so paid shall bear interest from date at the rate provided for in the principal indebtedness, shall be payable thirty (30) days after demand, and shall be fully secured by this Deed of Trust.

8. He will continuously maintain hazard insurance, of such type or types and amounts as Beneficiary may from time to time require, on the improvements now or hereafter on said premises, and except when payment for all such premiums has theretofore been made under (a) of paragraph 2 hereof, he will pay promptly when due any premiums therefor. All insurance shall be carried in companies approved by the Beneficiary and the policies and renewals thereof shall be held by the Beneficiary and have attached thereto loss payable clauses in favor of and in form acceptable to the Beneficiary. In event of loss the Grantor will give immediate notice by mail to the Beneficiary, who may make proof of loss if not made promptly by the Grantor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Beneficiary instead of to the Grantor and the Beneficiary jointly, and the insurance proceeds, or any part thereof, may be applied by the Beneficiary at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this Deed of Trust, or other transfer of title to the said premises in extinguishment of the indebtedness secured hereby, all right, title, and interest of the Grantor in and to any insurance policies then in force shall pass to the purchaser or grantee.

9. He will pay all taxes, assessments, water rates, and other governmental or municipal charges, fines, or impositions, except when payment for all such items has theretofore been made under (a) of paragraph 2 hereof, and shall promptly deliver the official receipts therefor to the Beneficiary; and in default of such payment by the Grantor, the Beneficiary may pay the same, and any amount so paid by the Beneficiary shall then be added to the principal debt named herein and shall be secured hereby.

If the Grantor shall well and truly keep and perform all the covenants and agreements in this Deed of Trust, and in the note hereby secured and well and truly pay off and discharge the said note and other indebtedness secured hereby, then this conveyance shall be null and void, but otherwise shall remain in full force and effect and at the request of the Beneficiary, the said Trustee, or any successor appointed in his stead, shall sell the premises covered hereby at public auction for cash to the highest and best bidder, during legal hours, at any front door of the county courthouse of -----DeSoto---------County, State of Mississippi, after giving notice, by advertising and posting as required by law, of the time, place, and terms of sale, and out of the proceeds arising from such sale, the said Trustee, or any successor, shall first pay all the costs and expenses of executing this Trust, including a reasonable compensation of said Trustee; next, said Trustee shall pay the balance of the indebtedness hereby secured then remaining unpaid; next, said Trustee shall reimburse the Veterans Administration for any sums paid by it on account of the guaranty or insurance of the indebtedness secured hereby; and lastly, any balance remaining in the hands of said Trustee shall be paid to the Grantor. The Beneficiary, or any subsequent holder of the note is hereby authorized and empowered to appoint and substitute another Trustee in the place of the Trustee named herein, at any time, by writing, duly signed and acknowledged and recorded in the county or counties where the premises covered hereby are situate, and such appointee shall have full power as the Trustee herein, together with all the rights and privileges thereunto belonging. If the holder of the note is a corporation, its president or any vice president may select and appoint such substituted Trustee. No one exercise of this power of appointment, power of sale, or any other power or right given in this Deed of Trust shall exhaust the right to exercise such power, but all rights and powers herein given may be exercised as often as may be necessary to achieve the perfect security and the collection of the indebtedness secured by this Deed of Trust until said indebtedness is fully paid and discharged. At any sale made to enforce the Trust herein given, the Beneficiary, or any person in interest, may become a purchaser, and upon payment of the purchase price, the Trustee shall execute a deed of conveyance, which conveyance shall vest full and perfect title in such purchaser upon payment of the purchase price.

The Grantor hereby assigns to the Beneficiary any and all rents on the premises covered hereby and authorizes the Beneficiary, by its agent, to take possession of said premises at any time there is any default in the

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payment of the debt hereby secured or in the performance of any obligation herein contained, and rent the same for the account of the Grantor, and to deduct from such rents all costs of collection and administration and to apply the remainder of the same on the debt hereby secured.

The Grantor further covenants and agrees that in case of a sale, as hereinabove provided, the Grantor or any person in possession under the Grantor, shall then become and be tenants holding over and shall forthwith deliver possession to the purchaser at such sale, or be summarily dispossessed in accordance with the provisions of law applicable to tenants holding over.

If the indebtedness secured hereby be guaranteed or insured under Title 38, United States Code, such Title and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Title or Regulations are hereby amended to conform thereto.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, the use of any gender shall be applicable to all genders, and the term "Beneficiary" shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

IN WITNESS WHEREOF, the Grantor(s) have hereunto set their hand(s) the day and year herein first written above.

Thomas E. Watts
Thomas E. Watts

Barbara S. Watts
Barbara S. Watts

2648 Valley Springs Drive

Southaven, Mississippi 38671

STATE OF MISSISSIPPI,
COUNTY OF DESOTO } ss:

Personally appeared before me, the undersigned authority in and for said County, the within named Thomas E. Watts and Barbara S. Watts, 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 September, 1975.

Mary K. Wallis
Notary Public

My Commission Expires:
9-2-79

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock A.M. 100 minutes A M. 29th day of September 1975, and that the same has been recorded in Book 191 Page 257 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 29th day of September 1975.

Fees $5.00 pd.

SEAL H. W. Ferguson, CLERK

SOUTHAVEN, MISSISSIPPI 38671

CANCELLED BY AUTHORITY. RECORDED IN BOOK 506 PAGE 126
THIS 26 DAY OF April 19 90
W. E. Davis by N. Graham DC
Chancery Clerk

Assignment of this Instrument Recorded in Real Estate T/D Book No. 252 Page 32
This the 8 day of Nov 19 79
H. H. Ferguson Clerk

VA Form 26-6322 (Home Loan) Revised January 1974. Use Optional. Section 1810, Title 38, U.S.C. Acceptable to Federal National Mortgage Association.

MISSISSIPPI

DEED OF TRUST

THIS DEED OF TRUST, made and entered into this -----22nd------ day of September , 1975 , by and between Clarence G. Nelson and wife, Martha W. Nelson----------

, hereinafter called the Grantor; ----------
------C. B. Henley--------, hereinafter called the Trustee, and ----------
----------Bailey Mortgage Company----------

----------, a corporation organized and existing under the laws of the State of Mississippi--------, having its principal office and post-office address at P. O. Box 1389, Jackson, MIssissippi 39205 , hereinafter called the Beneficiary:

WITNESSETH, That the Grantor, in consideration of the debt and trust hereinafter mentioned, and the sum of One Dollar ($1.00) to the Grantor paid by the Trustee, the receipt whereof is hereby acknowledged, does by these presents grant, bargain, sell, convey, and warrant unto the Trustee, the following-described property, situated in the County of ----------DeSoto----------, State of Mississippi, to wit:

Lot 33, Section "A" Revised, Greenbrook Subdivision in Section 19, Township 1 South, Range 7 West, as per plat thereof recorded in plat book 8, pages 53-54 in the office of the Chancery Clerk of DeSoto County, Mississippi, together with range, dishwasher, continuous cleaning oven, vent'a'hood, utility building and all carpeting located on improvements situated in the above described property, and it is the intention of the parties that these items are deemed part of the realty.

The Grantors covenant and agree that so long as this deed of trust and note secured nereby are guaranteed under the Servicemen's Readjustment Act, or insured under the provisions of the National Housing Act, they will not execute or file for record any instrument which imposes a restriction upon the sale or occupancy of the subject property on the basis of race, creed or color. Upon any violation of this covenant, the note holder, may at its option, declare the unpaid balance of the debt secured hereby immediately due and payable.

The Grantors covenant and agree that should this security instrument or note secured hereby be determined ineligible for guaranty under the Servicemen's Readjustment Act within thirty (30) days of the date hereof (written statement of any officer or authorized agent for the Veterans' Administration declining to guarantee said note and/or this security instrument being deemed conclusive proof of such ineligibility), the present holder of the note secured hereby or any subsequent holder thereof may at its option, declare all notes secured hereby immeduately due and payable.

The funds derived from the indebtedness secured hereby have been used entirely to pay all or a part of the purchase price of the above described property.

together with all buildings and improvements thereon or that may hereafter be erected thereon and the hereditaments and appurtenances and all other rights thereunto belonging, or in anywise now or hereafter appertaining, and the reversion and reversions, remainder or remainders, rents, issues, and profits thereof, and all rights of homestead, and all fixtures now or hereafter attached to or used in connection with the premises herein described and in addition thereto the following described household appliances, which are, and shall be deemed to be, fixtures and a part of the realty, and are a portion of the security of the indebtedness herein mentioned;

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To Have and to Hold the same unto the Trustee and unto his successors and assigns, forever.

In Trust, However, to secure to the Beneficiary named above, the payment of a certain promissory note of even date herewith in the principal sum of Thirty-eight Thousand and 00/100------ Dollars ($38,000.00), with interest from date at the rate of--------nine--------per centum (9.0 %) per annum on the balance remaining from time to time unpaid; principal and interest being payable at the office of Bailey Mortgage Company, P. O. Box 1389, Jackson, Mississippi 39205- in Jackson, Mississippi----------, or at such other place as the holder may designate, in writing delivered or mailed to the Grantor, in monthly installments of Three Hundred Five & 90/100--- Dollars ($ 305.90), commencing on the first day of November , 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 October ,~~XX~~ 2005.

The Grantor, in order more fully to protect the security of this Deed of Trust, does hereby covenant and agree as follows:

CMM

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, ~~xxxxx xxxxxx xxxxxx (xxx.xx xxxxxxxxx xxxxxx~~ Prepayment in full shall be credited on the date received. Partial prepayment, other than on an installment due date, need not be credited until the next following installment due date or thirty days after such prepayment, whichever is earlier. / and in accordance with amortization schedule.

2. Together with and in addition to the monthly payments of principal and interest payable under the terms of the note secured hereby, he will pay to the Beneficiary as trustee (under the terms of this trust as herein stated), on the first day of each month until the note is fully paid:

(a) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable to renew the policies of fire and other hazard insurance on the premises covered by this Deed of Trust, plus taxes and assessments next due on these premises (all as estimated by the Beneficiary, and of which Grantor is notified) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by the Beneficiary in trust to pay said ground rents, premiums, taxes, and special assessments.

(b) The aggregate of the amounts payable pursuant to subparagraph (a) and those payable on the note secured hereby, shall be paid in a single payment each month, to be applied to the following items in the order stated:

(i) ground rents, if any, taxes, special assessments, fire and other hazard insurance premiums;
(ii) interest on the note secured hereby; and
(iii) amortization of the principal of said note.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Grantor prior to the due date of the next such payment, constitute an event of default under this Deed of Trust. At Beneficiary's option, Grantor will pay a "late charge" not exceeding four per centum (4%) of any installment when paid more than fifteen (15) days after the due date thereof to cover the extra expense involved in handling delinquent payments, but such "late charge" shall not be payable out of the proceeds of any sale made to satisfy the indebtedness secured hereby, unless such proceeds are sufficient to discharge the entire indebtedness and all proper costs and expenses secured thereby.

3. If the total of the payments made by the Grantor under (a) of paragraph 2 preceding shall exceed the amount of payments actually made by the Beneficiary as trustee for ground rents, taxes, or assessments, or insurance premiums, as the case may be, such excess shall be credited on subsequent payments to be made by the Grantor for such items or, at Beneficiaries option as trustee, shall be refunded to Grantor. If, however, such monthly payments shall not be sufficient to pay such items when the same shall become due and payable, then the Grantor shall pay to the Beneficiary as trustee any amount necessary to make up the deficiency. Such payments shall be made within thirty (30) days after written notice from the Beneficiary stating the amount of the deficiency, which notice may be given by mail. If at any time the Grantor shall tender to the Beneficiary, in accordance with the provisions thereof, the full payment of the entire indebtedness represented thereby, the Beneficiary shall as trustee, in computing the amount of such indebtedness, credit to the account of the Grantor any credit balance remaining under the provisions of (a) of paragraph 2 hereof. If there shall be a default under any of the provisions of this Deed of Trust resulting in a public sale of the premises covered hereby or if the Beneficiary acquires the property otherwise after default, the Beneficiary shall apply,

as trustee at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the amount then remaining to credit of Grantor under (a) of paragraph 2 preceding, as a credit on the interest accrued and unpaid and the balance to the principal then remaining unpaid on the note secured hereby.

4. The lien of this instrument shall remain in full force and effect during any postponement or extension of the time of payment of the indebtedness or any part thereof secured hereby.

5. He will pay all and singular the costs, charges and expenses, including reasonable attorney's fees incurred by Beneficiary because of the failure on the part of the Grantor to conform and comply with his obligations and duties under the term of the note secured hereby and of this Deed of Trust; and if such failure results in a sale under a foreclosure hereof, said fee shall be ten per centum (10.0%) 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.

Clarence G Nelson
Clarence G. Nelson

Martha W. Nelson
Martha W. Nelson

2541 Cypress Cove

Southaven, Mississippi 38671

STATE OF MISSISSIPPI,
COUNTY OF DESOTO } ss:

Personally appeared before me , the undersigned Authority in and for said County, the within named Clarence G. Nelson---------- and -------Martha W. Nelson----------, 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 September , 19 75.

Mary K Wallace
Notary Public

My Commission Expires:
9-2-79

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock no minutes A M. 29th day of September 1975, and that the same has been recorded in Book 191 Page 261 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 29th day of September 1975.

Fees $5.00 pd.

SEAL H. D. Ferguson, CLERK

Sept. 29 A.M. ... County, ... day of ... Fee ... Southaven, Mississippi 38671 pd. 5.00

Mississippi Bankers Association
Form No. 1
(Revised Dec. 1965)
LAND

DEED OF TRUST
LAND

THIS INDENTURE, this day made and entered into between

ERNEST L. SOWELL, JR.,

of the first part, hereinafter designated as the Grantor,

H. R. GARNER Trustee, of the second part, hereinafter designated as Trustee, and

THE HERNANDO BANK, HERNANDO, MISSISSIPPI,

of the third part, hereinafter designated as the Beneficiary.

WITNESSETH: That whereas the Grantor is justly indebted to the beneficiary in the full sum of

TWO THOUSAND AND NO/100---------- DOLLARS
together with possible future advances up to an additional $10,000.00
($ 2,000.00) evidenced by one (1) 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 1 year from date, being September 26, 1976.

WHEREAS, the said grantor desires to secure the prompt payment at maturity of the aforesaid indebtedness, as well as any extension of the same, or any part thereof, and any other or further indebtedness in the way of future advances hereunder, or otherwise, that the grantor, or either of them, may now or hereafter owe the beneficiary, as hereinafter provided:

NOW, THEREFORE, in consideration of the premises, and the further consideration of Ten Dollars ($10.00) cash in hand paid by the aforesaid trustee, the receipt of which is hereby acknowledged, the grantor does hereby convey and warrant unto the said trustee, the property situated in the

County of DeSoto

State of Mississippi, and more particularly described as follows, to-wit:

(See Next Page)

Copyright Mississippi Bankers Association

CANCELLED BY AUTHORITY RECORDED IN BOOK
208 PAGE 184
THIS 2 DAY OF July 1922
W. D. Ferguson
CHANCERY CLERK

430 Acres, more or less, being a part of Sections 34 and 35, Township 3 South, Range 7 West, DeSoto County, Mississippi, more particularly described as follows:

BEGINNING at the Northeast Corner of said Section 35; thence South along the East line of said Section 35 to a point in the Old Meander Line of Coldwater River; thence Southwesterly along said Meander Line to a point in the South line of the Northeast Quarter of said Section 35; thence West along said South Quarter-Section line to the Southeast Corner of said quarter-section; thence South along the East line of the Southwest Quarter of said Section 35 to a point in the Old Meander Line of Coldwater River; thence Southwesterly along said Meander line to a point in the centerline of Gray's Creek; thence Northwesterly along said creek centerline to a point in the South line of the Northeast Quarter of said Section 34; thence East along said South Quarter-Section line to the Southwest Corner of the Northwest Quarter of said Section 35; thence North along the West line of said Section 35 to the Northwest Corner of said Section 35; thence East along the North line of said Section 35 to the Point of Beginning;

Together with all the hereditaments and appurtenances thereunto appertaining, as far as they may now or hereafter, during the term of this deed of trust, belong to or be used in connection with the occupancy of any building on the said land, or that may be hereafter erected thereon, all heating and ventilating apparatus, gas, electric light and other fixtures, whether attached to said premises or detached therefrom.

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary herein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment of interest as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other convenant herein contained, then and in that event the entire principal sum secured hereby with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, or the owner or holder of said note or notes, be and become at once due and payable, and the trustee herein named, or his successor or successors, shall, at the request of the beneficiary, or at the request of any owner or holder of the note or notes secured hereby, sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid. Such sale shall be made by giving notice of the time, place and terms of sale as required by Section 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 26 day of September 19 75

Ernest L. Sowell, Jr.

STATE OF MISSISSIPPI,
COUNTY OF

This day personally appeared before me, the undersigned authority, in and for the State and County aforesaid, the within named Ernest L. Sowell, Jr. who severally acknowledged that he signed and delivered the above and foregoing deed of trust on the day and year therein mentioned.

Given under my hand and official seal, this the 26th day of September 19 75

My Commission Expires: My Commission Expires May 15, 1979

William H. Quarles, Jr.
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock AM minutes A M. 29th day of September 1975, and that the same has been recorded in Book 191 Page 265 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 29th day of September 1975.

Fees $5.00 pd.

H. H. Jernigan

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Lot 14

Partial Release of this Instrument Recorded in Real Estate TD Book No. 244 Page 276 This 14 day of June 1979 H. D. Ferguson Clerk

Paid, Satisfied and Cancelled This ___ day of ___ 19__ Attest ___ Chancery Clerk

Lot 20 Partial Release of this Instrument Recorded in Real Estate TD Book No. 193 Page 349 This 27 day of Oct 1975 H. D. Ferguson Clerk

Lot 17 Partial Release of this Instrument Recorded in Real Estate TD Book No. 20 Page 759 This 20 day of Dec 1976 H. D. Ferguson Clerk

Lots 16 + 18 Partial Release of this Instrument Recorded in Real Estate TD Book No. 41 Page 25 This 21 day of April 1977 H. D. Ferguson Clerk

Paid, Satisfied and Cancelled This 28th day of December 1979 Dudley B. Bridgforth Trustee

FOR REAL ESTATE, CHATTEL OR BOTH

BARRY BRIDGFORTH REALTY, INC.

To { DEED OF TRUST

K. N. ABELE, ET UX

THIS INDENTURE, Made this 1st day of September 19 75 between Barry Bridgforth Realty, Inc., a Mississippi Corporation of the first part, and K. N. Abele and wife, Mary Jane Abele of the second part,

WITNESSETH, That whereas, said party of the first part, being indebted to the said parties of the second part in the sum of Fifty Five Thousand and no/100 Dollars ($55,000.00), bearing six (6) per cent interest per annum being due and payable in ten (10) equal annual installments of Five Thousand Five Hundred Dollars ($5,500.00) each, together with accrued interest, commencing Sept.___, 1976, with like installments due each Sept.___ thereafter until paid in full.

~~And whereas further amount that the party of the second part may furnish the party of the first part during the year 19___ not to exceed ___ at the rate ___ 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 Dudley B. Bridgforth, Jr. Trustee, the party of the first part ~~is~~ 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 portion of said land that ___ owns ___ as listed, and all the crop of every kind to be grown by ___ and family, or the hands working with or under ___ either as landlord or tenant or otherwise during the year 19___ on the land that ___ may cultivate or cause to be cultivated as landlord as tenant and all ___ during said year, and~~

Part of the South half of Section 23, Township 1 South, Range 7 West, DeSoto County, Mississippi described as beginning at a stake in the east line of the K.N. Abele 100.18 acres, 561.67 ft. north and 2644 ft. east of the southwest corner of Section 23, Township 1 South, Range 7 West;; thence northwardly 1088.2 ft. along the westerly line of the J. R. Winchester property to a stake; thence westwardly 1041.6 ft. along the southerly line of the J. R. Davis property to a stake; thence southwardly 1088.2 ft. on a line running parallel with the westerly line of the said J. R. Winchester property to a stake; thence eastwardly 1041.6 ft. on a line running parallel with the southerly line of the said J. R. Davis property to a stake, said stake being the point of beginning and containing 26.02 acres.

Party of the first part reserves the right to prepay all or any part of said indebtedness on or before the due dates without penalty. A failure to make any installment when due shall operate to cause the entire unpaid indebtedness to become immediately due and payable at the option of the owner and holder of the note.

Should the Trustee at any time believe said property, or any part thereof, endangered as a security for said debt, he may then forthwith take possession of said property and sell the same as herein below directed. Should the part of the first part promptly pay the above stated indebtedness before the 1st day of September 19 85 then this instrument to be void, but in default thereof the said Trustee may take possession of said property, and after giving notice of the time, place and terms of sale, by advertisement according to law in DeSoto County, shall sell the same at public auction, to the highest bidder for cash, at such time and place as he shall designate in said advertisement. The proceeds of said sale shall be applied to the payment of said indebtedness and all costs incurred herein, and if there be a surplus, such surplus shall be refunded to the part of the first part. In case of failure or inability on the part of said Trustee to execute the trust herein confided, the parties of the second part, their assigns or legal representatives, can at any time appoint a Trustee to act in his stead.

Witness my signature the date written above.

BARRY BRIDGFORTH REALTY, INC.

BY: Barry Bridgforth PRESIDENT

STATE OF MISSISSIPPI, DeSOTO COUNTY.

Personally appeared before me the undersigned authority of said County, the within named Barry Bridgforth, President of Barry Bridgforth Realty, Inc., on behalf of said corporation, after being duly authorized so to do. 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 1st day of September 19 75

My commission expires: 9-2-79 (SEAL)

Mary K Willis Clerk

By Notary Public D.C

STATE OF MISSISSIPPI, DeSOTO COUNTY.

Before me, of said County, this day personally appeared the above named one of the subscribing witnesses to the foregoing Deed of Trust, who, being first duly sworn, deposeth and saith that he saw the above named whose name subscribed thereto, sign and deliver the same to the said Trustee; that he, this deponent, subscribed his name as a witness and that he saw the other subscribing witness

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 20 minutes A M. 29th day of September 1975, and that the same has been recorded in Book 191 Page 268 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 29th day of September 1975.

Fees $2.50 pd.

SEAL H. D. Ferguson, CLERK

Re-Assignment of this Instrument Recorded in Real Estate T/D Book No. 196 Page 365 This the 19 day of Feb 19 76

B. B. Ferguson Clerk

Assignment of this Instrument Recorded in Real Estate T/D Book No. 192 Page 96 This the 16 day of October 1975

H. G. 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 24th day of September, 1975, by and between

JOSEPH E. AUSTIN AND WIFE, MARY ANN AUSTIN

, hereinafter called the Grantor;

O. B. TAYLOR, JR., hereinafter called the Trustee, and

KIMBROUGH INVESTMENT COMPANY, a corporation organized and existing under the laws of the State of Mississippi, having its principal office and post-office address at 5060 North State Street, Jackson, MS, hereinafter called the Beneficiary:

WITNESSETH, That the Grantor, in consideration of the debt and trust hereinafter mentioned, and the sum of One Dollar ($1.00) to the Grantor paid by the Trustee, the receipt whereof is hereby acknowledged, does by these presents grant, bargain, sell, convey, and warrant unto the Trustee, the following-described 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:

SEE ATTACHED ADDENDUM "A"

TO HAVE AND TO HOLD the same unto the Trustee and unto his successors and assigns, forever.

IN TRUST, HOWEVER, to secure to Kimbrough Investment 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 SEVENTEEN THOUSAND NINE HUNDRED AND NO/100---------- Dollars ($ 17,900.00--------), with interest from date at the rate of Nine per centum (9 %) per annum on the balance remaining from time to time unpaid; principal and interest being payable at the office of Kimbrough Investment Company 5060 North State Street in Jackson, Mississippi or at such other place as the holder may designate, in writing, in monthly installments of ---------- ONE HUNDRED FORTY FOUR AND 10/100--Dollars ($ 144.10----------), commencing on the first day of -----November, 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 October ,2005.

The Grantor, in order more fully to protect the security of this Deed of Trust, does hereby covenant and agree as follows:

1. That he will pay all and singular the principal and interest and other sums of money payable by virtue of the note secured hereby and of this lien, at the times and in the manner in said note and hereinafter provided. Privilege is reserved to pay the debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due on the note, on the first day of any month prior to maturity; provided, however, that written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment; and provided further that in the event the debt is paid in full prior to maturity and at that time it is insured under the provisions of the National Housing Act, he will pay to the Beneficiary an adjusted premium charge of one percentum (1%) of the original principal amount thereof, except that in no event shall the adjusted premium exceed the aggregate amount of premium charges which would have been payable if this Deed of Trust and the note secured hereby had continued to be insured until maturity; such payment to be applied by the Beneficiary upon its obligation to the Secretary of Housing and Urban Development on account of mortgage insurance.

Assignment of this Instrument Recorded in Realestate T/D Book No. 284 Page 680 This the 23 day of June 1982

CANCELLED BY AUTHORITY RECORDED IN BOOK 325 PAGE 3
THIS 16 DAY OF Oct. 19 84
H. G. Ferguson
CHANCERY CLERK. by: N. Buchanan

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2. That, together with and in addition to the monthly payments of principal and interest payable under the terms of the note secured hereby, he will pay to the Beneficiary on the first day of each month until the note is fully paid, the following sums:

(a) An amount sufficient to provide the holder hereof with funds to pay the next mortgage insurance premium if this instrument and the note secured hereby are insured, or a monthly charge (in lieu of a mortgage insurance premium) if they are held by the Secretary of Housing and Urban Development, as follows:

(I) If and so long as said note of even date and this instrument are insured or are reinsured under the provisions of the National Housing Act, an amount sufficient to accumulate in the hands of the holder one (1) month prior to its due date the annual mortgage insurance premium, in order to provide such holder with funds to pay such premium to the Secretary of Housing and Urban Development pursuant to the National Housing Act, as amended, and applicable Regulations thereunder; or

(II) If and so long as said note of even date and this instrument are held by the Secretary of Housing and Urban Development, a monthly charge (in lieu of a mortgage insurance premium) which shall be in an amount equal to one-twelfth (1/12) of one-half (½) per centum of the average outstanding balance due on the note computed without taking into account delinquencies or prepayments;

(b) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable to renew the policies of fire and other hazard insurance on the premises covered by this Deed of Trust, plus taxes and assessments next due on these premises (all as estimated by the Beneficiary) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by the Beneficiary in trust to pay said ground rents, premiums, taxes, and special assessments; and

(c) All payments mentioned in the two preceding subsections of this paragraph and all payments to be made under the note secured hereby shall be added together, and the aggregate amount thereof shall be paid by the Grantor each month in a single payment to be applied by the Beneficiary to the following items in the order set forth:

(I) premium charges under the contract of insurance with the Secretary of Housing and Urban Development, or monthly charge (in lieu of mortgage insurance premium), as the case may be;

(II) ground rents, if any, taxes, special assessments, fire and other hazard insurance premiums;

(III) interest on the note secured hereby; and

(IV) amortization of the principal of said note.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Grantor prior to the due date of the next such payment, constitute an event of default under this Deed of Trust. The Beneficiary may collect a "late charge" not to exceed two cents (2¢) for each dollar ($1) of each payment more than fifteen (15) days in arrears to cover the extra expense involved in handling delinquent payments.

3. If the total of the payments made by the Grantor under *(b)* of paragraph 2 preceding shall exceed the amount of the payments actually made by the Beneficiary for ground rents, taxes, or assessments, or insurance premiums, as the case may be, such excess at the option of the Beneficiary, shall be credited on subsequent payments to be made by the Grantor, or refunded to the Grantor. If, however, the monthly payments made by the Grantor under *(b)* of paragraph 2 preceding shall not be sufficient to pay ground rents, taxes and assessments, and insurance premiums, as the case may be, when the same shall become due and payable, then the Grantor shall pay to the Beneficiary any amount necessary to make up the deficiency, on or before the date when payment of such ground rents, taxes, assessments, or insurance premiums shall be due. If at any time the Grantor shall tender to the Beneficiary, in accordance with the provisions thereof, the full payment of the entire indebtedness represented thereby, the Beneficiary shall, in computing the amount of such indebtedness, credit to the account of the Grantor all payments made under the provisions of *(a)* of paragraph 2 hereof which the Beneficiary has not become obligated to pay to the Secretary of Housing and Urban Development, and any balance remaining in the funds accumulated under the provisions of *(b)* of paragraph 2 hereof. If there shall be a default under any of the provisions of this Deed of Trust resulting in a public sale of the premises covered hereby or if the Beneficiary acquires the property otherwise after default, the Beneficiary shall apply, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under *(b)* of paragraph 2 preceding, as a credit against the amount of principal then remaining unpaid under the note secured hereby, and shall properly adjust any payments which shall have been made under *(a)* of paragraph 2.

4. That he will pay all and singular the costs, charges, and expenses including a 10% attorney's fee, reasonably incurred or paid at any time by the Beneficiary, because of the failure on the part of the Grantor to perform, comply with, and abide by each and every the stipulations, agreements, conditions, and covenants of the note secured hereby and of this Deed of Trust, or either, and every such payment shall bear interest from date at the rate set forth in the note secured hereby, shall be payable on demand, and shall be fully secured by this Deed of Trust.

5. That he will not commit, permit, or suffer waste, impairment, or deterioration of said property or any part thereof, and in the event of the failure of the Grantor to keep the buildings on said premises and those to be erected on said premises, or improvements thereon, in good repair, the Beneficiary may make such repairs as in its discretion it may deem necessary for the proper preservation thereof, and the sums so paid shall bear interest from date at the rate set forth in the note secured hereby, shall be payable on demand, and shall be fully secured by this Deed of Trust.

6. That he will keep the improvements now existing or hereafter erected on the said premises, insured as may be required from time to time by the Beneficiary against loss by fire and other hazards, casualties, and contingencies, including war damage, in such amounts and for such periods as may be required by the Beneficiary and will pay promptly, when due, any premiums on such insurance provision for payment of which has not been made hereinbefore. All insurance shall be carried in companies approved by the Beneficiary and the policies and renewals thereof shall be held by the Beneficiary and have attached thereto loss payable clauses in favor of and in form acceptable to the Beneficiary. In event of loss the Grantor will give immediate notice by mail to the Beneficiary, who may make proof of loss if not made promptly by the Grantor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Beneficiary instead of to the Grantor and the Beneficiary jointly, and the insurance proceeds, or any part thereof, may be applied by the Beneficiary at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this Deed of Trust or other transfer of title to the said premises in extinguishment of the indebtedness secured hereby, all right, title, and interest of the Grantor in and to any insurance policies then in force shall pass to the purchaser or grantee.

7. That he will pay all taxes, assessments, water rates, and other governmental or municipal charges, fines, or impositions, for which provision has not been made hereinbefore, and shall promptly deliver the official receipts therefor to the Beneficiary; and in default of such payment by the Grantor, the Beneficiary may pay the same, and any amount so paid by the Beneficiary shall then be added to the principal debt named herein and shall be secured hereby.

8. The Grantor further agrees that should this Deed of Trust and the note secured hereby not be eligible for insurance under the National Housing Act within sixty days from the date hereof (written

statement of any officer of the Department of Housing and Urban Development authorized agent of the Secretary of Housing and Urban Development dated subsequent to the sixty day period of time from the date of this Deed of Trust, declining to insure said note and this Deed of Trust, being deemed conclusive proof of such ineligibility), the Beneficiary or the holder of the note may, at its option, declare all sums secured hereby immediately due and payable.

If the Grantor shall well and truly keep and perform all the covenants and agreements in this Deed of Trust, and in the note hereby secured, set forth, and well and truly pay off and discharge the said note and other indebtedness secured and intended to be secured hereby, then this conveyance shall be null and void, but otherwise shall remain in full force and effect and at the request of the Beneficiary, the said Trustee, or any successor appointed in his stead, shall sell the premises covered hereby at public auction for cash to the highest and best bidder, during legal hours, at any front door of the county courthouse of DeSoto County, State of Mississippi, after giving notice, by advertising and posting as required by law, of the time, place and terms of sale, and out of the proceeds arising from such sale, the said Trustee, or any successor, shall first pay all the costs and expenses of executing this Trust, including a reasonable compensation of said Trustee; next, said Trustee shall pay the balance of the indebtedness hereby secured then remaining unpaid; and lastly, any balance remaining in the hands of said Trustee shall be paid to the Grantor. The Beneficiary, or any subsequent holder of the note, or the duly authorized Attorney-in-Fact of either, is hereby authorized and empowered to appoint and substitute another Trustee in the place of the Trustee named herein, at any time, by writing, duly signed and acknowledged and recorded in the county or counties where the premises covered hereby are situate, and such appointee shall have full power as the Trustee herein, together with all the rights and privileges thereunto belonging. No one exercise of this power of appointment, power of sale, or any other power or right given in this Deed of Trust shall exhaust the right to exercise such power, but all rights and powers herein given may be exercised as often as may be necessary to achieve the perfect security and the collection of the indebtedness secured by this Deed of Trust until said indebtedness is fully paid and discharged. At any sale had by any Trustee hereunder, the Trustee may, from time to time, adjourn said sale to a later date without readvertising the sale by giving notice of the time and place of such continued sale at the time when and where the Trustee shall make such adjournment, and at any sale made to enforce the Trust herein given, the Beneficiary, or any person in interest, may become a purchaser, and upon payment of the purchase price, the Trustee shall execute a deed of conveyance, which conveyance shall vest full and perfect title in such purchaser upon payment of the purchase price.

The Grantor hereby assigns to the Beneficiary any and all rents on the premises covered hereby and authorizes the Beneficiary, by its agent, to take possession of said premises at any time there is any default in the payment of the debt hereby secured or in the performance of any obligation herein contained, and rent the same for the account of the Grantor, and to deduct from such rents all costs of collection and administration and to apply the remainder of the same on the debt hereby secured.

The Grantor further covenants and agrees that in case of a sale, as hereinabove provided, the Grantor or any person in possession under the Grantor, shall then become and be tenants holding over and shall forthwith deliver possession to the purchaser at such sale, or be summarily dispossessed in accordance with the provisions of law applicable to tenants holding over.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, the Grantor(s) ha ve hereunto set their hand(s) the day and year herein first written above.

Joseph E. Austin

Joseph E. Austin

Mary Ann Austin

Mary Ann Austin

STATE OF MISSISSIPPI,

COUNTY OF DESOTO

Personally appeared before me , the undersigned authority in and for the said County, the within named Joseph E. Austin and Mary Ann Austin , his wife, who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and seal this 24th day of September, 1975

Mary K. Waller

Notary Public

My Commission Expires: 9-2-75

/nsh

STATE OF MISSISSIPPI

COUNTY OF

I, , Clerk of the Court of the Chancery of said County, do hereby certify that the foregoing conveyance was filed for registration in this office at o'clock M., on the day of 19 , and was recorded in Vol. , Record of Deeds, pages , on the day of 19 .

Clerk of the Court of Chancery

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ADDENDUM "A"

Lot 793, Section "B", DESOTO VILLAGE Subdivision, in Section 33 and 34, Township 1 South, Range 8 West, as shown on plat of record in Plat Book 8, Pages 12 through 15, in the office of the Chancery Clerk of DeSoto County, Mississippi, being more particularly described as follows:

Beginning at a point in the northwesterly line of Mayfair Drive at the southernmost corner of Lot 794 of said subdivision 121.75 feet southwestwardly from the southwesterly curb line of Meadowbrook Drive, produced; thence southwestwardly along the northwesterly line of Mayfair Drive 65 feet to a point at the easternmost corner of Lot 792 of said subdivision; thence northwestwardly 130 feet to a point at the northernmost corner of said Lot 792; thence northeastwardly 35 feet to a point at the corner common to Lots 793, 795, and 797 of said subdivision; thence southeastwardly 54.86 feet to a point at the westernmost corner of said Lot 794; thence continuing southwestwardly 84.11 feet to the point of beginning.

Said conveyance is made subject to all covenants, easements, restrictions, reservations, conditions and rights appearing of record and subject to any state of facts which an accurate survey would show.

The funds derived from the indebtedness secured by this Deed of Trust have been entirely used to pay the seller all or a part of the purchase price of the property described above.

The Grantors do hereby warrant that the above described property is their homestead and Mary Ann Austin executes this Deed of Trust, the Promissory Note secured hereby, and all other documents in connection with this loan by virtue of the provisions of Section 93-3-11 of the Mississippi Code of 1972.

Sign for identification:

Joseph E. Austin
JOSEPH E. AUSTIN

Mary Ann Austin
MARY ANN AUSTIN

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock no minutes A M. 29th day of September 1975, and that the same has been recorded in Book 191 Page 269 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 29th day of September 1975.

Fees $5.50 pd.

SEAL H. D. Ferguson, CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK 209 PAGE 292
THIS 14 DAY OF March 1977
CHANCERY CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK 208 PAGE 803
THIS 14 DAY OF March 1977
CHANCERY CLERK

Mississippi Bankers Association
Form No. 1
(Revised Dec. 1958)
LAND

DEED OF TRUST
LAND

THIS INDENTURE, this day made and entered into between

William C. Lawrence and wife, Betty B. Lawrence

of the first part, hereinafter designated as the Grantor,

Dwight K. Luter Trustee, of the second part, hereinafter designated as Trustee, and

Security Bank of Southaven of the third part, hereinafter designated as the Beneficiary.

WITNESSETH: That whereas the Grantor is justly indebted to the beneficiary in the full sum of

Three Thousand Seven Hundred Ninety and 50/100---------- DOLLARS

($ 3,790.50) 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 42 equal monthly installments of $90.25, the first installment being due and payable on or beofre the 25th day of October, 1975, with a like installment being due and payable on or before the 25th day of each month succeeding until paid in full.

Parties of the first part reserve the right to pre-pay all or any part of said indebtedness on or before the due dates without penalty. A failure to make any installment when due shall operate to cause the entire unpaid indebtedness to become immediately due and payable at the option of the owner and holder of the note.

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 2478, Sec. L Southaven, WEst Subdivision in Section 27, Township 1, Range 8 West as per plat thereof recorded in plat book 4, pages 51, in the office of the Chancery Clerk of DeSoto County, MIssissippi.

Copyright Mississippi Bankers Association

Together with all the hereditaments and appurtenances thereunto appertaining, as far as they may now or hereafter, during the term of this deed of trust, belong to or be used in connection with the occupancy of any building on the said land, or that may be hereafter erected thereon, all heating and ventilating apparatus, gas, electric light and other fixtures, whether attached to said premises or detached therefrom.

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary herein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment of interest as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other convenant herein contained, then and in that event the entire principal sum secured hereby with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, or the owner or holder of said note or notes, be and become at once due and payable, and the trustee herein named, or his successor or successors, shall, at the request of the beneficiary, or at the request of any owner or holder of the note or notes secured hereby, sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid. Such sale shall be made by giving notice of the time, place and terms of sale as required by Section 888 of the Mississippi Code of 1942 and amendments if any thereto, and the trustee shall make deed to the purchaser or purchasers. Should the beneficiary, or the owner or holder of the note or notes secured hereby be a corporation, then in such event a declaration of default to the trustee, and a request for sale hereunder, may be made by any officer thereof. If the land covered hereby is situated in two or more counties, or in two judicial districts of the same county, the trustee may sell the whole in any of the counties, or in either of the judicial districts of a county in which any part of the land lies. Out of the proceeds of sale the trustee shall first pay the cost of advertising and making the sale; and secondly, he shall pay whatever items may have been incurred and remain unpaid in the protection of this security; then he shall pay such of the items of indebtedness secured hereby as may be outstanding in the order of their maturity, and any balance remaining in his hands shall be delivered to the grantor, or to his proper representatives, agents or assigns.

It is agreed and understood, by and between the parties hereto that this conveyance is executed and intended to be, and is hereby made subject to the following covenants, stipulations and conditions, all of which shall be binding upon the parties hereto and each of them.

First. In addition to the indebtedness specifically mentioned above, and any and all extensions or renewals of the same, or any part thereof, this conveyance shall also cover such future and additional advances as may be made to the grantor, or either of them, by the beneficiary, not to exceed the sum of $125,000.00, the beneficiary to be the sole judge as to whether or not such future and additional advances shall be made. In addition to all of the above, it is intended that this conveyance shall secure, and it does secure any and all debts, obligations, or liabilities, direct or contingent, of the grantor herein, or either of them, to the beneficiary, whether now existing or hereafter arising at any time before actual cancellation of this instrument on the public records of mortgages and deeds of trust, whether the same be evidenced by note, open account, over-draft, endorsement, guaranty or otherwise.

Second. The grantor will at all times during the continuance of this deed of trust keep the buildings and improvements on said premises insured against loss or damage by fire, storm, war damage and other hazard in such reliable insurance company, or companies, as may be acceptable to the beneficiary, for the maximum amount of insurance obtainable, or in such amount as may be approved by beneficiary, and all policies covering the same shall contain the proper loss payable clause, making all losses, if any, payable to the beneficiary, his successors or assigns, and shall be delivered to the beneficiary herein, or to the owner or holder of the notes secured hereby as additional security. In case of loss and payment by any insurance company, the amount of insurance money so paid shall be applied either on the indebtedness secured hereby, or in rebuilding or restoring the damaged building, or buildings, or it may be released to the grantor, as the beneficiary may elect. In the event of loss the grantor shall immediately give notice by mail to the beneficiary who may make proof of loss if same be not promptly made by the grantor. Each insurance company involved is hereby authorized, empowered and directed to make payment for any loss directly to the beneficiary instead of to the grantor and the beneficiary jointly.

Third. The grantor will pay all taxes and assessments, general or special, which may be assessed against the said land, premises or property, or upon the interest of the trustee or the beneficiary therein, or upon this deed of trust, or the indebtedness secured hereby, without regard to any law heretofore enacted or that may hereafter be enacted imposing payment of the whole or any part thereof upon either the trustee or beneficiary, and further will furnish annually to the beneficiary certificates or receipts of the proper officer showing full payment of all such taxes and assessments.

Fourth. That the rents, issues and profits of all and every part of the property here conveyed are specifically pledged to the payment of the indebtedness hereby secured, and all obligations which may accrue under the terms of this instrument. Upon the maturity of the indebtedness hereby secured, either by lapse of time or by reason of any default as herein provided, or if at any time it becomes necessary to protect the lien of this conveyance, the beneficiary, or any owner, or holder of the notes secured hereby, shall have the right to forthwith enter into and upon the property hereinbefore described and take possession thereof, and collect and apply the rents, issues and profits thereon upon the indebtedness secured hereby, or may, if it is so desired, have a receiver appointed by any court of competent jurisdiction to collect and impound the said rents, issues and profits and after paying the expense of such receivership apply the balance thereof to the payment of any indebtedness secured hereby.

Fifth. The failure on the part of the grantor to keep and perform each, any, and all of the covenants and stipulations of this deed of trust, or the passage by the State of Mississippi of any law imposing payment of the whole or any portion of any of the taxes aforesaid upon the trustee or the beneficiary, or upon the rendering by any court of competent jurisdiction of a decision that the stipulation or provision herein covering the payment of taxes or assessments is legally inoperative, shall give to the beneficiary or to the owner or holder of the notes secured hereby the option to at once declare the entire principal sum hereby secured with all interest and charges thereon, and all other amounts secured hereby at once due and demandable and to have the property advertised and sold by the trustee herein named, or his successor or successors, in accordance with the provisions of this conveyance hereinbefore set out. But in case such default consists in the failure to keep the said property insured or to pay the taxes herein required, the beneficiary, or the owner or holder of the said secured notes, may procure said insurance and pay said taxes and assessments, or redeem the property from tax sale if it has been sold; and any and all sums paid in procuring said insurance or in paying said taxes or assessments or in redeeming said property from tax sale, together with interest thereon at the rate herein stipulated from the date the same shall have been paid, shall be covered by this conveyance and shall be due and demandable on the date of the maturity of the interest installment which may become due under the terms of this instrument next after such additional items of expense are made or incurred. In case the beneficiary or the owner or holder of said secured notes elects to advance insurance premium and/or taxes, the receipt of an agent of the insurance company or companies in which said insurance is placed shall, with respect to such insurance premiums, be conclusive evidence as between the parties to this conveyance of the amount and fact of payment thereof; and the receipt of the proper public official, shall with respect to the taxes and assessments, aforesaid, be conclusive as between the parties to this conveyance of the amount and validity of said taxes or assessments and of the fact of the payment thereof.

Sixth. The beneficiary, or any owner or holder of the note secured hereby, may at pleasure, without giving formal notice to the original or any successor trustee, or to the grantor herein, and without regard to the willingness or inability of any such trustee to act, or to execute this trust, appoint another person or succession of persons to act as trustee herein, and such appointee or substitute shall have all the powers in the execution of this trust as are vested in the trustee herein named. If the beneficiary, or the owner or holder of the note secured hereby, be a corporation, such appointment may be made by its president, vice-president, assistant vice-president, secretary or treasurer.

Seventh. In case of foreclosure and sale of the property covered hereby, the beneficiary, or any owner or holder of the notes secured hereby, shall have the same right to purchase at said sale as if a stranger to this instrument.

Eighth. Grantor covenants that the premises and property covered hereby will at all times be used in a good and husbandlike manner, for lawful purposes only, and that waste will not be committed or suffered to be committed thereon.

Ninth. Whenever in this deed of trust the context so requires, the singular number shall include the plural, and the plural the singular; holder of the note or notes shall be deemed to refer to and include the owner of the debt, and the word beneficiary shall at any and all times include and mean the then holder of the note or notes secured hereby.

IN TESTIMONY WHEREOF, witness the signature of the grantor this the 22 day of Sept. 19 75

William C Lawrence

Betty B. Lawrence

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 C. Lawrence and wife, Betty B. Lawrence who severally acknowledged that they signed and delivered the above and foregoing deed of trust on the day and year therein mentioned.

Given under my hand and official seal, this the 22nd day of September 19 75

My Commission Expires: 9-2-79

Mary K Waller
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock
AM minutes A M. 29th day of September 1975, and that the same has been
recorded in Book 191 Page 273 records of REAL ESTATE TRUST DEEDS
of said County.
Witness my hand and seal this the 29th day of September 1975.

Fees $5.00 pd.

SEAL H. D. Ferguson, CLERK

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Mississippi Bankers Association
Form No. 1
(Revised Dec. 1958)
LAND

DEED OF TRUST
LAND

THIS INDENTURE, this day made and entered into between Samuel E. Scarbrough and wife, Judith Ann M. Scarbrough

of the first part, hereinafter designated as the Grantor,

Dudley B. Bridgforth Trustee, of the second part, hereinafter designated as Trustee, and

R. L. Thompson 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 THREE THOUSAND FIVE HUNDRED AND NO/100---------- DOLLARS ($ 33,500.00) evidenced by one promissory note of even date herewith in favor of the beneficiary, bearing interest at the rate of nine 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 360 equal amortized monthly installments of Two Hundred Sixty Nine and 55/100 Dollars ($269.55) each, the first installment due on or before November 1, 1975, with like installments due on the 1st day of each and every month thereafter until paid in full and in any event if not sooner paid on or before October 1, 2005.

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 Tate

State of Mississippi, and more particularly described as follows, to-wit:

A parcel of land located and situated in Section 33, Township 4 South, Range 8 West, Tate County, Mississippi and being more particularly described as follows:

Commencing at a point on the north line of the southeast quarter of said Section, said point being 1330 ft. west of the east line of said section; thence south 87 degrees 7' 48" west a distance of 298.4 ft. to a point; thence south 1 degrees 50' 43" east a distance of 486.84 ft. to the point of beginning; thence south 1 degrees 50' 43" east a distance of 262.39 ft. to a point; thence north 89 degrees 35' 38" west a distance of 914.73 ft. to a point; thence north 3 degrees 26' 41" west a distance of 62.53 ft. to a point; thence north 7 degrees 31' 40" west a distance of 201.73 ft. to a point; thence south 89 degrees 35' 38" east a distance of 936.47 ft. to the point of beginning. Said parcel contains 5.561 acres, more or less.

Parties of the first part further covenant to maintain fire and extended coverage insurance on the improvements situated on the above described property for at least the sum of $33,500.00, with loss payable clause in favor of party of the third part.

Parties of the first part further covenant to refinance the indebtedness secured by this instrument in accordance with the terms of a separate contract entered into by and between first parties and third party this day. Reference to said contract is herein expressely made and failure by first parties to refinance said indebtedness as required by said contract shall constitute default under this instrument and third party shall in such event have the right to institute foreclosure proceedings in accordance with the terms of 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 convenant herein contained, then and in that event the entire principal sum secured hereby with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, or the owner or holder of said note or notes, be and become at once due and payable, and the trustee herein named, or his successor or successors, shall, at the request of the beneficiary, or at the request of any owner or holder of the note or notes secured hereby, sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid. Such sale shall be made by giving notice of the time, place and terms of sale as required by Section 585 of the Mississippi Code of 1942 and amendments if any thereto, and the trustee shall make deed to the purchaser or purchasers. Should the beneficiary, or the owner or holder of the note or notes secured hereby be a corporation, then in such event a declaration of default to the trustee, and a request for sale hereunder, may be made by any officer thereof. If the land covered hereby is situated in two or more counties, or in two judicial districts of the same county, the trustee may sell the whole in any of the counties, or in either of the judicial districts of a county in which any part of the land lies. Out of the proceeds of sale the trustee shall first pay the cost of advertising and making the sale; and secondly, he shall pay whatever items may have been incurred and remain unpaid in the protection of this security; then he shall pay such of the items of indebtedness secured hereby as may be outstanding in the order of their maturity, and any balance remaining in his hands shall be delivered to the grantor, or to his proper representatives, agents or assigns.

It is agreed and understood, by and between the parties hereto that this conveyance is executed and intended to be, and is hereby made subject to the following covenants, stipulations and conditions, all of which shall be binding upon the parties hereto and each of them.

First. In addition to the indebtedness specifically mentioned above, and any and all extensions or renewals of the same, or any part thereof, this conveyance shall also cover such future and additional advances as may be made to the grantor, or either of them, by the beneficiary, not to exceed the sum of $125,000.00, the beneficiary to be the sole judge as to whether or not such future and additional advances shall be made. In addition to all of the above, it is intended that this conveyance shall secure, and it does secure any and all debts, obligations, or liabilities, direct or contingent, of the grantor herein, or either of them, to the beneficiary, whether now existing or hereafter arising at any time before actual cancellation of this instrument on the public records of mortgages and deeds of trust, whether the same be evidenced by note, open account, over-draft, endorsement, guaranty or otherwise.

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Second. The grantor will at all times during the continuance of this deed of trust keep the buildings and improvements on said premises insured against loss or damage by fire, storm, war damage and other hazard in such reliable insurance company, or companies, as may be acceptable to the beneficiary, for the maximum amount of insurance obtainable, or in such amount as may be approved by beneficiary, and all policies covering the same shall contain the proper loss payable clause, making all losses, if any, payable to the beneficiary, his successors or assigns, and shall be delivered to the beneficiary herein, or to the owner or holder of the notes secured hereby as additional security. In case of loss and payment by any insurance company, the amount of insurance money so paid shall be applied either on the indebtedness secured hereby, or in rebuilding or restoring the damaged building, or buildings, or it may be released to the grantor, as the beneficiary may elect. In the event of loss the grantor shall immediately give notice by mail to the beneficiary who may make proof of loss if same be not promptly made by the grantor. Each insurance company involved is hereby authorized, empowered and directed to make payment for any loss directly to the beneficiary instead of to the grantor and the beneficiary jointly.

Third. The grantor will pay all taxes and assessments, general or special, which may be assessed against the said land, premises or property, or upon the interest of the trustee or the beneficiary therein, or upon this deed of trust, or the indebtedness secured hereby, without regard to any law heretofore enacted or that may hereafter be enacted imposing payment of the whole or any part thereof upon either the trustee or beneficiary, and further will furnish annually to the beneficiary certificates or receipts of the proper officer showing full payment of all such taxes and assessments.

Fourth. That the rents, issues and profits of all and every part of the property here conveyed are specifically pledged to the payment of the indebtedness hereby secured, and all obligations which may accrue under the terms of this instrument. Upon the maturity of the indebtedness hereby secured, either by lapse of time or by reason of any default as herein provided, or if at any time it becomes necessary to protect the lien of this conveyance, the beneficiary, or any owner, or holder of the notes secured hereby, shall have the right to forthwith enter into and upon the property hereinbefore described and take possession thereof, and collect and apply the rents, issues and profits thereon upon the indebtedness secured hereby, or may, if it is so desired, have a receiver appointed by any court of competent jurisdiction to collect and impound the said rents, issues and profits and after paying the expense of such receivership apply the balance thereof to the payment of any indebtedness secured hereby.

Fifth. The failure on the part of the grantor to keep and perform each, any, and all of the covenants and stipulations of this deed of trust, or the passage by the State of Mississippi of any law imposing payment of the whole or any portion of any of the taxes aforesaid upon the trustee or the beneficiary, or upon the rendering by any court of competent jurisdiction of a decision that the stipulation or provision herein covering the payment of taxes or assessments is legally inoperative, shall give to the beneficiary or to the owner or holder of the notes secured hereby the option to at once declare the entire principal sum hereby secured with all interest and charges thereon, and all other amounts secured hereby at once due and demandable and to have the property advertised and sold by the trustee herein named, or his successor or successors, in accordance with the provisions of this conveyance hereinbefore set out. But in case such default consists in the failure to keep the said property insured or to pay the taxes herein required, the beneficiary, or the owner or holder of the said secured notes, may procure said insurance and pay said taxes and assessments, or redeem the property from tax sale if it has been sold; and any and all sums paid in procuring said insurance or in paying said taxes or assessments or in redeeming said property from tax sale, together with interest thereon at the rate herein stipulated from the date the same shall have been paid, shall be covered by this conveyance and shall be due and demandable on the date of the maturity of the interest installment which may become due under the terms of this instrument next after such additional items of expense are made or incurred. In case the beneficiary or the owner or holder of said secured notes elects to advance insurance premium and/or taxes, the receipt of an agent of the insurance company or companies in which said insurance is placed shall, with respect to such insurance premiums, be conclusive evidence as between the parties to this conveyance of the amount and fact of payment thereof; and the receipt of the proper public official, shall with respect to the taxes and assessments, aforesaid, be conclusive as between the parties to this conveyance of the amount and validity of said taxes or assessments and of the fact of the payment thereof.

Sixth. The beneficiary, or any owner or holder of the note secured hereby, may at pleasure, without giving formal notice to the original or any successor trustee, or to the grantor herein, and without regard to the willingness or inability of any such trustee to act, or to execute this trust, appoint another person or succession of persons to act as trustee herein, and such appointee or substitute shall have all the powers in the execution of this trust as are vested in the trustee herein named. If the beneficiary, or the owner or holder of the note secured hereby, be a corporation, such appointment may be made by its president, vice-president, assistant vice-president, secretary or treasurer.

Seventh. In case of foreclosure and sale of the property covered hereby, the beneficiary, or any owner or holder of the notes secured hereby, shall have the same right to purchase at said sale as if a stranger to this instrument.

Eighth. Grantor covenants that the premises and property covered hereby will at all times be used in a good and husbandlike manner, for lawful purposes only, and that waste will not be committed or suffered to be committed thereon.

Ninth. Whenever in this deed of trust the context so requires, the singular number shall include the plural, and the plural the singular; holder of the note or notes shall be deemed to refer to and include the owner of the debt, and the word beneficiary shall at any and all times include and mean the then holder of the note or notes secured hereby.

IN TESTIMONY WHEREOF, witness the signature of the grantor this the 26th day of Sept. 19 75

Samuel E. Scarbrough
Samuel E. Scarbrough

Judith Ann M. Scarbrough
Judith Ann M. Scarbrough

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 Samuel E. Scarbrough and wife, Judith Ann M. Scarbrough 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 26th day of September 19 75

My Commission Expires: 9-2-79

Mary K Waller
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock
10 minutes A M. 29th day of September 1975, and that the same has been
recorded in Book 191 Page 276 records of REAL ESTATE TRUST DEEDS
of said County.
Witness my hand and seal this the 29th day of September 1975.
Fees $5.00 pd.
W. G. Ferguson, D.C.

Assignment of this Instrument Recorded In
Real Estate T/D Book
No. 422 Page 131
This the 1st day of Dec. 1987
W.S.
W.B Ferguson Clerk

CANCELLED BY AUTHORITY RECORDED IN BOOK
1989 PAGE 793
THIS 17 DAY OF May 2004
W. E Davis
CHANCERY CLERK
By: M.H.

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, September 26, 1975 (Date),

by and between the undersigned William Powers, Jr. and wife, Prudy K. Powers, aka, Prudy Olivia K. Powers

residing in Route 1, Box 166H, Hernando, Ms. 38632 DeSoto County, Mississippi, whose post office address is Rt. 1 Box 166H, 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*
September 26, 1975	$19,530.00	8-1/8%	September 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 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:

Beginning at a point 422.64 feet west of the center point of the southwest quarter of Section 30, Township 3 South, Range 9 West, thence South 85° 30' West 237.36 feet to an old iron pipe; thence North 4° 30' West 422.88 feet; thence North 85° 30' East 447.10 feet to the west right of way of Williams Road; thence South 5° 33' 40" West 88.56 feet;thence along a curve 176.47 feet; thence South 85° 30' West 238.67 feet; thence South 4° 30' East 204.00 feet to the point of beginning, containing 3.74 acres. The directions are magnetic.

EXCEPTIONS:

Taxes for 1975 which are not yet due and payable.

Road rights of way, public utility easements, zoning and subdivision regulations, and Health Department regulations in effect in DeSoto County, Mississippi.

together with all rights, interests, easements, hereditaments and appurtenances thereunto belonging, the rents, issues, and profits thereof and revenues and income therefrom, all improvements and personal property now or later attached thereto or reasonably necessary to the use thereof, including, but not limited to, ranges, refrigerators, clothes washers, clothes dryers, or carpeting purchased or financed in whole or in part with loan funds, all water, water rights, and water stock pertaining thereto, and all payments at any time owing to Borrower by virtue of any sale, lease, transfer, conveyance, or condemnation of any part thereof or interest therein-all of which are herein called "the property".

IN TRUST, NEVERTHELESS, (a) at all times when the note is held by the Government, or in the event the Government should assign this instrument without insurance of the payment of the note, to secure prompt payment of the note and any renewals and extensions thereof and any agreements contained therein, including any provision for the payment of an insurance or other charge, (b) at all times when the note is held by an insured holder, to secure performance of Borrower's agreement herein to indemnify and save harmless the Government against loss under it's 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.

STATE OF MISSISSIPPI, DeSOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock and 45 minutes A M 29 day of Sept 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

WITNESS the signature(s) of Borrower the day and year first above written

William Powers Jr.
William Powers, Jr.

Prudy K Powers
Prudy K. Powers

STATE OF MISSISSIPPI }
COUNTY OF DeSoto } ss: ACKNOWLEDGMENT

Personally appeared before me, the undersigned, a authority in and for said County and State, the within-named William Powers, Jr. and wife, Prudy K. Powers, aka, Prudy and Olivia K.Powers, 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 26th day of September, 19 75.

(SEAL)

Lizzie G Daniels
(Signature)

Notary Public
(Title)

My Commission Expires:

8-11-76

Return to: Title

$5.00 pd

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 45 minutes A M. 29th day of Sept. 1975, and that the same has been recorded in Book 191 Page 279 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 29th day of September 1975.

Fees $5.00 pd.

SEAL H. D. Ferguson, CLERK

FOR REAL ESTATE, CHATTEL OR BOTH

ARTHUR J. MOORE &
MARTHA A. MOORE

To { DEED OF TRUST

JAMES C. GARLAND

THIS INDENTURE, Made this 17th day of SEPTEMBER, 19 75
between Arthur J. Moore, and wife, Martha A. Moore
of the first part,
and James C. Garland of the second part,
WITNESSETH, That whereas, said part ies of the first part, being indebted to the said part y of the second part in the sum of SIX HUNDRED AND 00/100 DOLLARS ($600.00):

Payable in twelve (12) equal monthly installments of Fifty-two and 20/100 Dollars ($52.20), the first installment being due and payable on or before November 1, 1975, with a like installment being due and payable on the first day of each succeeding month until paid in full, bearing interest at the rate of 8.00%.

~~And they further covenant that the party of the second part may furnish the party of the first part during the year 19 — a note secured on the premises pursuant to the provisions of the ~~ies~~ of the first part having agreed to secure the payment of the same when due. Therefore, in consideration of the premises, and of the sum of One Dollar to the part ies in hand paid by Dwight K. Luter Trustee, the part ies of the first part ha ve this day granted, bargained, and sold to the said Trustee the following described property, located in the County of DeSoto, and state of Mississippi, viz: ~~All of the appurtenances and privileges thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, claim and demand whatsoever of the party of the first part either in law or equity, either in possession or expectancy, of, in and to the same, and every part and parcel thereof, with the hereditaments and appurtenances; to have and to hold the above bargained premises, with the appurtenances unto the said party of the second part, and to his heirs and assigns forever. And the said party of the first part hereby covenants with the said party of the second part that at the time of the ensealing and delivery of these presents, he is lawfully seized of the premises aforesaid, and has a good right to convey the same in manner aforesaid; that the same are free from all encumbrances whatsoever, and that he will warrant and forever defend the title to the same against the lawful claims of all persons whomsoever.~~

Lot 1251, Section "C" South, DeSoto Village Subdivision in Section 33, Township 1 South, Range 8 West, as per plat thereof recorded in plat book 10, pages 3-8 in the office of the Chancery Clerkof DeSoto County, Miss.

Parties of the first part reserve the right to pre-pay all or any part of said indebtedness on or before the due dates. A failure to make any installment when due shall operate to cause the entire unpaid indebtedness to become immediately due and payable at the option of the owner and holder of the note.

Should the Trustee at any time believe said property, or any part thereof, endangered as a security for said debt he may then forthwith take possession of said property and sell the same as herein before directed. Should the part ies of the first part promptly pay the above stated indebtedness on or before the 1st day of October, 19 76, then this instrument to be void, but in default thereof the said Trustee shall take possession of said property, and after giving notice of the time, place and terms of sale, by advertisement according to law in DeSoto County, shall sell the same at public auction, to the highest bidder for cash, at such time and place as he shall designate in said advertisement. The proceeds of said sale shall be applied to the payment of said indebtedness and all costs incurred herein; and if there be a surplus, such surplus shall be refunded to the part ies of the first part. In case of failure or inability on the part of said Trustee to execute the trust herein confided, the part y of the second part his assigns or legal representatives, can at any time appoint a Trustee to execute his stead.

Witness our signature S the date written above.

Witness

Arthur J. Moore

Martha A. Moore

STATE OF MISSISSIPPI, DeSOTO COUNTY.

Personally appeared before me, the undersigned authority of said County, the within named Arthur J. Moore and wife, Martha A. Moore who acknowledged that they signed and delivered the foregoing Deed of Trust on the day and year therein mentioned.

Given under my hand and official seal, this 17th day of September, 19 75.

My Commission Expires: 9-25-78 (SEAL)

By Notary Public

STATE OF MISSISSIPPI, DeSOTO COUNTY.

Before me, of said County, this day personally appeared the above named one of the subscribing witnesses to the foregoing Deed of Trust, who, being first duly sworn,

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 40 minutes A. M. 23 day of Sept. 1975, and that the same has been recorded in Book 191 Page 283 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 29 day of Sept. 1975.

Fees $2.50 pd.

SEAL H. D. Ferguson, CLERK

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Form No. 1955-A

PARTIAL RELEASE

(For Alabama and Mississippi
Federal Land Bank Loans)

STATE OF LOUISIANA
PARISH OF ORLEANS

FLB Nos. 1892090-1 & 2199552-1

For value received, THE FEDERAL LAND BANK OF NEW ORLEANS, being the present owner of the indebtedness secured by that certain mortgage or deed of trust executed by Daisy Louise Scott, Page 451, of the land mortgage records of DeSoto County, Mississippi, and the indebtedness secured by that certain mortgage or deed of trust executed by Daisy Louise Scott, recorded in Book 177, Page 483, of the land mortgage records of DeSoto County, Mississippi, does hereby release from said mortgages (deeds of trust) the following:

10.01 acres, located on the West side of Scott Road and on the South side of Highway No. 304, being situated in the Northwest Quarter of Section 14, Township 3, Range 8 West, and more particularly described as follows, to-wit:

Commencing at the Northwest corner of said Section 14; thence South along the West line of said Section 14, a distance of 108.9 feet to a point in the South right of way of said Highway No. 304; thence Southeasterly along said Highway 1888.2 feet TO THE POINT OF BEGINNING OF THE FOLLOWING TRACT OF LAND; thence along said right of way Southeasterly 616.2 feet to the intersection of the West right of way of Scott Road; thence Southwardly along said Scott Road right of way, 605.4 feet to a point; thence South 87 degrees 30 minutes West 600 feet to a point; thence North 10 degrees 10 minutes 30 seconds East, 988 feet to the point of beginning, and containing 10.01 acres, and as said lands are shown by Survey Plat and Certificate of J. E. Lauderdale, C.E., dated August 21, 1975.

Except as hereinabove provided, said Deed of Trust shall remain in full force and effect.

In witness whereof THE FEDERAL LAND BANK OF NEW ORLEANS has affixed its signature and corporate seal this 23rd day of September, 19 75.

(SEAL)

THE FEDERAL LAND BANK OF NEW ORLEANS
BY Warner L. Bruner
Senior Vice President

STATE OF LOUISIANA
PARISH OF ORLEANS

I, the undersigned Notary Public in and for said Parish and State, hereby certify that Warner L. Bruner, Jr., whose name as Senior Vice President of The Federal Land Bank of New Orleans, a corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me, on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, signed, sealed and delivered the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 23rd day of September, 19 75.

(SEAL)

Claude R. Smith Notary Public

My commission is for life or good behavior.

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 9 o'clock 45 minutes A. M. 29 day of Sept. 1975, and that the same has been recorded in Book 191 Page 284 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 29 day of Sept. 1975.

Fees $ 1.50 pd.

SEAL H. D. Ferguson, CLERK

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST Class C

STATE OF MISSISSIPPI, DeSoto County. } ss.

KNOW ALL MEN BY THESE PRESENTS: That Liberty Loan Corporation of Southaven, Mississippi the beneficiary, does hereby certify that a certain trust deed bearing date the 8th day of March 19 74 made and executed by Roberta B. Reinhardt of Southaven, Mississippi to Liberty Loan Corporation 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 179 of the Record of Trust Deeds, on the 11th day of March, A. D. 19 74, is now fully paid and satisfied, and I do hereby authorize the Clerk of the Chancery Court of said DeSoto County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of said County also as provided by law.

This the 26 day of September, 1975.

LIBERTY LOAN CORPORATION

By: Conway Yates

Conway Yates, Supervisor

STATE OF MISSISSIPPI, DeSoto County. } ss.

Personally came and appeared before me, the undersigned authority a Notary Public in and for County and State aforesaid, Conway Yates, Supervisor, who acknowledged that he signed and delivered the above and foregoing instrument on the day and date for the purpose therein mentioned after being duly authorized to act for and on behalf of said corporation.

Given under my hand and seal of office this 26th day of September A.D. 1975

My Commission Expires ... 28, 1978

David A. Gustafson

Notary Public

LAWRENCE-GREENWOOD 07844

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 9 o'clock 50 minutes A. M. 29 day of Sept. 1975, and that the same has been recorded in Book 191 Page 285 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 29 day of Sept. 1975.

Fees $ 2.50 pd.

SEAL H. L. Ferguson, CLERK

284

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 5th day of May 19 75, made and executed by Ira E. Belk and wife,

Bessie Florene Belk 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. 185 on page 480

of the Record of Trust Deeds, on the 12th 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.

Bank of Mississippi, Olive Branch, Miss.

Peggy Mitchell

STATE OF MISSISSIPPI, DeSoto County. } ss.

Personally came and appeared before me, the undersigned authority 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 23rd day of Sept. A. D. 19 75

Notary Public

My Comm. Expires Nov. 6, 1978

LAWRENCE-GREENWOOD 67844

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 30 minutes A. M. 29 day of Sept. 1975, and that the same has been recorded in Book 191 Page 286 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 29 day of Sept. 1975.

Fees $2.50 pd.

SEAL H. L. Ferguson, CLERK

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST Class C

STATE OF MISSISSIPPI, DeSoto County. } ss.

KNOW ALL MEN BY THESE PRESENTS: That Bank of Mississippi

of Olive Branch, Miss. the beneficiary, does hereby certify that a certain trust deed

bearing date the 24th day of November 19 69 made and executed by Willie Clark and

Earlene Clark of to Bank of Mississippi

the above named beneficiary, and recorded in the office of the Chancery Clerk of DeSoto County

County, in the State of Mississippi in Land Trust Deed Record No. 114 on page 126

of the Record of Trust Deeds, on the 8th day of December, A. D. 19 69, is now fully paid

and satisfied; and I do hereby authorize the Clerk of the Chancery Court of said 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.

Bank of Mississippi, Olive Branch, Miss.

Peggy Mitchell

STATE OF MISSISSIPPI, DeSoto County. } ss.

Personally came and appeared before me, the undersigned authority A Notary Public

in and for County and State aforesaid Peggy Mitchell who acknowledged that he signed and

delivered the above and foregoing instrument on the day and date for the purpose therein mentioned.

Given under my hand and seal of office this 26th day of September A. D. 19 75

Notary Public

My Comm. Expires Nov. 6, 1

LAWRENCE-GATEWOOD 57344

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock no minutes A. M. 29 day of Sept. 1975, and that the same has been recorded in Book 191 Page 287 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 29 day of Sept 1975.

Fees $ 2.50 pd.

SEAL H. L. Ferguson, CLERK

288

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 4th day of June 19 73, made and executed by Cleveland Jeans, Cleveland Jeans, Jr. Julius Cowan, James A. Jeans and Leroy Wilson, Trustees and their Successor or Assigns in Office of Cooper's Chapel Methodist Church of Olive Branch, Miss. to Bank of Mississippi the above named beneficiary, and recorded in the office of the Chancery Clerk of DeSoto County

County, in the State of Mississippi in Land Trust Deed Record No. 161 on page 140

of the Record of Trust Deeds, on the 18th day of June, A. D. 19 73, is now fully paid

and satisfied; and I do hereby authorize the Clerk of the Chancery Court of said DeSoto

County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of

said County also as provided by law.

Bank of Mississippi, Olive Branch, Miss.

Leggy Mitchell

STATE OF MISSISSIPPI, DeSoto County, } ss.

Personally came and appeared before me, the undersigned authority a Notary Public

in and for County and State aforesaid, Leggy Mitchell who acknowledged that he signed and

delivered the above and foregoing instrument on the day and date for the purpose therein mentioned.

Given under my hand and seal of office this 22nd day of September A. D. 19 75

Notary Public

My Commission Expires:

LAWYERS-GREENWOOD 27544

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 00 minutes A. M. 29 day of Sept. 1975, and that the same has been recorded in Book 191 Page 288 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 29 day of Sept. 1975.

Fees $2.50 pd.

SEAL H. L. Ferguson, CLERK

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST Class C

STATE OF MISSISSIPPI, DeSoto County. } ss.

KNOW ALL MEN BY THESE PRESENTS: That Bank of Mississippi

of Olive Branch, Miss. the beneficiary, does hereby certify that a certain trust deed

bearing date the 19th day of Sept. 19 72, made and executed by Huey Lloyd Holden

and wife, Barbara Lynn Holden of Fullerton, California 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 149 on page 224

of the Record of Trust Deeds, on the 19th day of October A. D. 19 72, is now fully paid

and satisfied; and I do hereby authorize the Clerk of the Chancery Court of said DeSoto

County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of

said County also as provided by law.

Bank of Mississippi, Olive Branch, Miss.

Peggy Mitchell

STATE OF MISSISSIPPI, DeSoto County. } ss.

Personally came and appeared before me, the undersigned authority [illegible]

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 24th day of September A. D. 19 75

[illegible]

My Comm. Expires Nov. 6, 1978

LAURENCE-GREENWOOD 27344

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock no minutes A. M. 29 day of Sept. 1975, and that the same has been recorded in Book 191 Page 289 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 29 day of Sept. 1975.

Fees $2.50 pd.

SEAL H. D. Ferguson, CLERK

290

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST — **Class C**

STATE OF MISSISSIPPI, DeSoto County. } ss.

KNOW ALL MEN BY THESE PRESENTS: That Bank of Mississippi (formerly Bank of Olive Branch) of Olive Branch, Miss. the beneficiary, does hereby certify that a certain trust deed bearing date the 28th day of June 1972, made and executed by Edward L. Whitten, Sr. 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. 144 on page 451 of the Record of Trust Deeds, on the 30th 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.

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 17th day of September A. D. 1975

My Commission Expires Feb. 2, 1979

Betty L. Hollowell

LAWYERS-GARNWOOD 87444

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock
no minutes A. M. 29 day of Sept. 1975, and that the same has been
recorded in Book 191 Page 290 records of REAL ESTATE TRUST DEEDS
of said County.
Witness my hand and seal this the 29 day of Sept. 1975.

Fees $2.50 pd.

SEAL H. L. Ferguson, CLERK

PREPARED BY:
SIDNEY M. KATZ, ATTY.
4041 KNIGHT-ARNOLD ROAD
MEMPHIS, TENN. 38118

MISSISSIPPI
ASSIGNMENT OF DEED OF TRUST

For valuable consideration, the receipt of which is acknowledged, the undersigned does hereby sell, transfer and assign unto Government National Mortgage Association, that certain Deed of Trust executed by David R. Baggett and wife, Deborah H. Baggett to Delta Title Company, Trustee, for the benefit of National Mortgage Company, a Tennessee Corporation, dated August 21st, 1975, securing a note in the sum of $ 24,200.00, recorded in Book 190, Page 195, 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 $ 24,200.00, plus interest at the rate of 7 3/4% per annum, the first monthly installment being due the 1st day of October, 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 23rd day of September, 19 75.

NATIONAL MORTGAGE COMPANY

Sidney M. Katz
Senior Vice President

ATTEST:

Marvin J. Loskove
Assistant Secretary

STATE OF TENNESSEE
COUNTY OF SHELBY

Before me the undersigned, a Notary Public in and for the aforesaid County and State, personally appeared the within named Sidney M. Katz and Marvin J. Loskove who acknowledged that they, as Senior Vice President and Assistant Secretary respectively, of and for and on behalf and by authority of National Mortgage Company, a corporation organized and existing under the laws of the State of Tennessee, signed the above foregoing instrument and affixed the corporate seal of said corporation herewith and delivered said instrument on the day and year therein mentioned.

GIVEN UNDER MY HAND and seal of office, this the 23rd day of September, 19 75.

My Commission Expires Sept 13 1977

Judith Combs
NOTARY PUBLIC

2/71/226
ke

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock no minutes A. M. 29 day of Sept. 1975, and that the same has been recorded in Book 191 Page 291 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 29 day of Sept. 1975.

Fees $2.50 pd.

SEAL H. D. Ferguson, CLERK

292

PREPARED BY:
SIDNEY M. KATZ, ATTY.
6041 KNIGHT-ARNOLD ROAD
MEMPHIS, TENN. 38115

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 EDWARD E. WINFORD and wife, ANN H. WINFORD, to DELTA TITLE COMPANY, Trustee, for the benefit of National Mortgage Company, a Tennessee Corporation, dated August 8th, 19 75, securing a note in the sum of $ 24,200.00, recorded in Book 189, Page 540, 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 $ 24,200.00, plus interest at the rate of 7-3/4% per annum, the first monthly installment being due the 1st 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 8th day of September, 19 75.

NATIONAL MORTGAGE COMPANY

Sidney M. Katz
Senior Vice President

ATTEST:

Marvin J. Loskove
Assistant Secretary

STATE OF TENNESSEE
COUNTY OF SHELBY

Before me the undersigned, a Notary Public in and for the aforesaid County and State, personally appeared the within named Sidney M. Katz and Marvin J. Loskove who acknowledged that they, as Senior Vice President and Assistant Secretary respectively, of and for and on behalf and by authority of National Mortgage Company, a corporation organized and existing under the laws of the State of Tennessee, signed the above foregoing instrument and affixed the corporate seal of said corporation herewith and delivered said instrument on the day and year therein mentioned.

GIVEN UNDER MY HAND and seal of office, this the 8th day of September, 19 75.

My Commission Expires Sept 13, 1977

Judith Combs
NOTARY PUBLIC

2/71/226

sq

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock 50 minutes A. M. 29 day of Sept. 1975, and that the same has been recorded in Book 191 Page 292 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 29 day of Sept. 1975.

Fees $2.50 pd.

SEAL H. L. Ferguson, CLERK

This instrument prepared by Liberty Loan Corporation 1533 Stateline Rd. Southaven, Miss. 38671

DEED OF TRUST

WHEREAS, Alden Cate & wife Vivian Y. Wendell are justly indebted to Liberty Loan Corporation in the sum of Ten Thousand Five Hundred Eighty Three Dollars & 46/100 DOLLARS and according to the terms of a promissory note of even date herewith made by borrowers payable to lender and described more fully as herein set out, dated Sept. 24, 19 75, and payable in installments of $ 176.00 each on the 5th day of each and every month thereafter until paid, with interest after maturities, and providing for the maturity of the entire note, at the option of the holder thereof, for failure to pay any installment or fulfill any obligation of said note, due consideration being allowed for unearned interest, and providing for a reasonable attorney's fee, for collection, of not less than twenty per cent of balance, principal and interest, or a minimum of TEN DOLLARS, which promissory note has been negotiated through and guaranteed by the licensed broker Liberty Loan Corporation.

WHEREAS borrowers are anxious to secure the payment of said indebtedness together with any other indebtedness that may become due and owing under the terms of this instrument.

NOW, THEREFORE, in consideration of FIVE AND NO/100 ($5.00) DOLLARS, to the undersigned Grantors this day paid by CONWAY YATES Trustee, the receipt of which is hereby acknowledged, the grantors do hereby convey and warrant unto the said Trustee, the following described land and property, together with all the hereditaments and appurtenances thereunto appertaining, including so far as they now are, or may hereafter belong to or be used in connection with the buildings now or hereafter to be erected on said premises, all elevators, heating and ventilating apparatus, gas, electric light and other fixtures, whether attached to said premises or detached therefrom, thereupon situated and thereunto belonging, lying and being situated in the City or Town of Walls, Mississippi District of County, State of Mississippi, and more particularly described as follows, to-wit:

Lot 18, Section A, Hoytte Austin Lake Subdivision, 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, in Section 6, Township 2 South Range 8 West, DeSoto County, Mississippi

Gross: 10,583.46
Ldrs. Int.: 4851.52
Sec. Chg.: none
Life Ins.: 500.00
Fire Ins.: none
Cash to Cust.: 5731.94

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 indemnifies the beneficiary herein not only against any loss they may sustain by virtue of their unconditional endorsement of that certain promissory note described heretofore but also such future and additional advances as may be made to the grantors, or either of them, by the lender or the beneficiary in a sum not exceeding $20,000 (the beneficiary or the lender to be the sole judge as to whether or not any such future additional advances will be made) as well as any additional indebtedness heretofore or hereafter contracted with the lender or beneficiary hereunder by the grantors, or either of them, before the cancellation of record of this instrument, whether such indebtedness be represented by promissory notes, open account or otherwise, including also any indebtedness of any grantor made as joint maker, surety, endorser or guarantor, together with all extensions and renewals of any of the aforementioned obligations, or any part thereof, and whether otherwise secured or not.

Second: If default be made in any payment of any installment of principal or interest of any indebtedness herein provided for when the same may become due and payable, then the whole of the indebtedness indemnified by this instrument, may at the option of the beneficiary, and without notice of the grantor be declared immediately due and payable.

Third: A failure on the part of the beneficiary to exercise any option herein contained in event of default being made, shall not constitute a waiver of the beneficiary's right to exercise said option in event of any subsequent default.

Fourth: In case the grantors or either of them or their vendees of the property herein conveyed, immediate or remote, should become insolvent, or apply to a bankruptcy court to be adjudicated a voluntary bankrupt, or, proceedings be instituted to put them in involuntary bankruptcy, or should any proceeding be taken against the grantors, or the said vendees, immediate or remote, or either of them, looking to the appointment of a receiver, assignee, or trustee, then, and in either or any such case all rents becoming due thereafter on the property herein conveyed shall be due and payable to the beneficiary herein, to be applied on any loss sustained by the beneficiary herein and the whole indebtedness may be declared due and payable by the lender or the beneficiary herein.

Fifth: The grantors further bind themselves not to abandon said property and to covenant that waste will not be committed or suffered to be committed thereon, and a breach of either of these agreements and conditions shall cause the entire indebtedness to the lender to become due and payable at the option of the said lender or beneficiary herein.

Sixth: It is further agreed that said property shall be kept fully insured for the benefit of the said beneficiary and payable to it in the event of loss as its interest may appear, for application by it, in behalf of the undersigned, to any balance that remaining outstanding on the aforesaid note, whether all thereof be due and payable or not.

Seventh: It is further agreed that all taxes maturing from time to time on said property shall be kept promptly paid. For default in either of said matters, the trustee may make sale of said property hereinafter provided in event of default of payment of said note by the undersigned, and of all or any part thereof by said beneficiary and apply the proceedings for the benefit of the undersigned and guaranty of said beneficiary, to payment of said note, whether all there be then due or not, and costs of making sale.

The undersigned further represents unto the said beneficiary that there are no liens or encumbrances of any sort against the property conveyed herein, and this representation is made for the purpose of inducing the said beneficiary to guarantee and unconditionally endorse the note of the undersigned hereinbefore described.

The beneficiary, or any owner of said notes, or either of them as hereby authorized to appoint successive trustees in the place of CONWAY YATES, Trustee named herein, or his successor or successors, if from any cause the said Trustee, or his successor or successors shall not be present, able and willing to execute this trust.

This conveyance, however, is in trust to indemnify Liberty Loan Corporation of Mississippi against any loss they may sustain on the said note secured hereby and any and all other indebtedness or losses that may become due and owing to the beneficiary-lender under the terms of this instrument and indemnified and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security, and any other indebtedness that may become due and owing by the grantors to the beneficiary during the term of this deed of trust arising in any manner whatsoever. If all of the notes hereinbefore mentioned shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment of interest, or in the payment of taxes or insurance as provided herein, or in the payment when due and demandable of any other item mentioned herein, or the interest thereon, or if default is made in any other covenant herein contained, then in that event the entire principal sum secured hereby, with all interest and charges accrued thereon, and all amounts herein, shall at the option of the beneficiary, be and become at once due and payable without notice to the grantors, and the trustee herein named, or his successor, or successors, shall, at the request of the beneficiary, sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid, then unpaid, after giving notice of the time, place and terms of sale as required by Section 888 of the Mississippi Code of 1942 and amendments, if any, thereto, and make a deed to the purchaser or purchasers thereof. Out of the proceeds arising from said sale, the costs and expenses of executing this deed of trust, including a ten (10%) percent trustee's fee, which is hereby agreed to be a reasonable trustee's fee, and the attorney's fee prescribed in said note or notes, shall first be paid, next the amount of said indebtedness then remaining unpaid shall be paid and lastly, any balance remaining shall be paid to the undersigned grantors or to their proper representatives, agents or assigns.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, the use of any gender shall be applicable to all genders, and the term "Beneficiary" shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

IN TESTIMONY WHEREOF, Witness the signature of the grantors on this the 24th day of September A.D., 19 75

Alden Cate Wendell
Alden Cate Wendell

Vivian Y. Wendell
Vivian Y. Wendell

STATE OF MISSISSIPPI
DeSoto COUNTY

Personally appeared before me, the undersigned Wm. A. Graves
in and for said County, the within named Alden Cate Wendell and wife Vivian Y. Wendell
who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and seal of office this 24th day of September 19 75.

Notary expire 10-12-76
Wm. A. Graves

Form 220 Rev. 4/68

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock no minutes A. M. 29 day of Sept. 1975, and that the same has been recorded in Book 191 Page 293 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 29 day of Sept. 1975.
Fees $2.50 pd.
CHAT H H Ferguson

294

CANCELLED BY AUTHORITY RECORDED IN BOOK 281 PAGE 311 THIS 8 DAY OF Sept 1982
CHANCERY CLERK

DEED OF TRUST

ANDREW PAYNE JR. and wife, DORIS PAYNE TO THE PEOPLES BANK, COLLIERVILLE, TN

In consideration of $10.00 in hand paid WE convey and warrant to JAMES E. WOODS trustee, the following described property in DESOTO County, State of Mississippi, to-wit:

58½ acres in the southeast part of the southeast Quarter of Section Twenty-eight (28), Township One (1), Range Five (5) known as the McGee lands and being the same lands conveyed in a certain deed from F. C. Dement to J. M. Glenn of date January 30, 1885, and of record in Book 4, page 534 of the deed records of DeSoto County, Mississippi. Being the property conveyed to Andrew Payne Jr. by J. B. McCandless and Mary O. McCandless by deed dated October 11, 1941 recorded in Book 28, Page 533 in Land deed records of Chancery Clerk, DeSoto County, Mississippi.

In trust for the following purposes:

I. (A) To secure the payment of the following note or notes in favor The Peoples Bank of Collierville, Tennessee dated even herewith and due as follows:

($16,500.00) Sixteen Thousand Five Hundred Dollars due in annual payments of
($ 2,360.00 each for six payments, first payment due Dollars due September 26, 19 76
($ 2,340.00 final payment due September 26, 1982 Dollars due 19

Bearing interest at the rate of 9½ per cent. per annum from date together with attorney's fees as therein provided.

(B) Also any other indebtedness heretofore, now, or hereafter contracted with either the said bank or the holder of the above described note or notes by the grantor or grantors herein or either of them whether such other indebtedness be evidenced by note, open account, overdraft or any other manner whatsoever, including also any indebtedness of any grantor made as joint maker, surety, endorser or guarantor.

(C) Also any amount paid out or contracted to be paid by the said bank or holder of said indebtedness to protect the property herein described or the title thereto, including insurance, taxes, assessments, and any other liens or charges. All such additional indebtedness or advances, when not otherwise specified by contract to bear eight per cent. interest from date made, and due on demand.

(D) Also to secure any renewal or extension of all or any part of any of the above described indebtedness, and the performance and fulfillment of all the obligations, agreements, and covenants of this trust and contract.

II. The Grantor or Grantors agree and bind themselves as follows: To promptly fulfill and comply with all of the terms and conditions expressed and provided for in the notes secured hereby; to pay all expenses and costs in any way incident to this trust deed; to keep said property free from all tax liens of every kind; to keep the improvements thereon in reasonable repair and not permit waste of said property; to keep the improvements thereon fully insured in acceptable companies against loss by tornado and fire, payable in the event of loss to the owner or owners of said indebtedness as their interest may appear.

III. All payments made as well as the proceeds of all property described in this deed of trust and all collaterals held by said bank (or the holder of the indebtedness secured by this deed of trust) whether such collaterals are placed to secure the indebtedness herein set forth or any other indebtedness to said bank or the holder of the indebtedness described in this deed of trust, as well as the proceeds of same may be applied by said bank or the holder of the indebtedness secured by this deed of trust as they deem to their best interest and at their election.

IV. If said grantor or grantors should make default in any one or more of the obligations and conditions undertaken by them herein; or if the Trustee or owner or owners hereof should at any time believe any of the property herein conveyed endangered as security by remaining in grantor's possession; or if the grantors, or either of them, should be adjudged a bankrupt under either the Federal Bankruptcy Laws, or the State Insolvency Laws, then the owner or owners of said indebtedness, or any part thereof, shall have the right to declare the entire indebtedness of every kind secured by this deed of trust due and payable and said Trustee shall take possession of said property and sell the same, or a sufficiency thereof to pay said indebtedness, at public outcry for cash to the highest bidder; such sale to be advertised and made in the manner sales of like property are required by law to be advertised and made under execution, but the Trustee shall have the right to fix a day of sale other than day fixed by law for execution sales, and in case said property is situated in more than one county, the sale may be made in either county at his discretion, but shall be advertised in all counties where situated; and in case of personal property too cumbersome to move, then such sale may be made without the presence of such property, or on the premises where the same may be situated, at the discretion of the Trustee. Out of the proceeds of the sale the Trustee shall pay all the indebtedness of every kind secured by this deed of trust, including a reasonable Trustee's fee and the expenses of executing this trust.

V. The owner or owners of said indebtedness, whether they be the original owner or owners by assignment, may, whenever they deem fit, appoint a Trustee in the place of the one herein named, or any subsequent Trustee; and if there be more than one owner of said indebtedness and they should disagree as to who should be appointed Trustee, then the one making the first appointment according to law, and filing the same with the Clerk of the Chancery Court of the county where said property or any part of it is situated, shall be deemed to have acted for all, and such appointment shall be legal and binding; and any such substituted Trustee shall have all the powers of said original Trustee.

VI. This deed of trust is given and taken in renewal and extension of a deed of trust dated the ____ day of ____ 19 ____ and recorded in Book ____ page ____ deed records ____ County, Miss., and is in no way intended to void the said deed of trust or impair the security thereof.

Witness our signature this the 26th day of September, 19 75

Andrew Payne Jr.
Doris Payne

STATE OF ~~MISSISSIPPI~~ Tennessee
County of Shelby } SS.

Personally appeared before me Fred H. Medling, a Notary Public in and for said County and State, the above named Andrew Payne Jr. and wife, Doris Payne who acknowledged that they signed and delivered the foregoing Trust Deed on the date named.

Given under my hand and seal of office this 26th day of September, 19 75

Fred H. Medling Notary Public.

My commission expires January 5, 1976

Filed for record at ____ M. on the ____ day of ____, 19 ____, and duly recorded.

(SEAL) ____ Chancery Clerk

By ____, D. C.

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock 00 minutes A. M. 29 day of Sept. 1975, and that the same has been recorded in Book 191 Page 294 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 29 day of Sept. 1975.

Fees $2.50 pd.

SEAL H. W. Ferguson CLERK

CANCELLED BY AUTHORITY. RECORDED IN BOOK 473 PAGE 127 THIS 30 DAY OF May 19 89
W. E. Davis
Chancery Clerk

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DEED OF TRUST

THIS DEED OF TRUST is made this 29th day of September, 19 75, among the Grantor, McVay T. Williams, Jr. and wife, Therese M. Williams (herein "Borrower"), DeSoto Title Co., Inc. (herein "Trustee"), and the Beneficiary, National Bank of Commerce, a corporation organized and existing under the laws of State of Tennessee, whose address is 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 69, Section B, Pleasant Hills Estates East Subdivision as per plat thereof recorded in Plat Book 12, Pages 26-31 in the office of the Chancery Clerk of DeSoto County, Mississippi to which recorded plat reference is made for a more particular description. Said lot being situated in Section 7, Township 2, Range 6.

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 Dollars Dollars, with interest thereon, providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on October 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.

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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.

McVay T. Williams Jr.
McVay T. Williams, Jr. —Borrower

Therese M. Williams
Therese M. Williams —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 McVay T. Williams, Jr. and wife, Therese M. Williams 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 29th day of September, A.D., 19 75.

Barbara J. Crunkon
Notary Public

My Commission expires:
3-8-76

CERTIFIED TO BE A TRUE COPY THIS
29 DAY OF September 1975
Barbara J. Crunkon
NOTARY PUBLIC
3-8-76

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 4 o'clock and 55 minutes P M. 29 day of Sept 1975 and that the same has been recorded in Book No. 191 Page 295 records of Real Estate Trust Deeds of said County.
Witness my hand and seal this 29 day of

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 4 o'clock 55 minutes P M. 29 day of Sept. 1975, and that the same has been recorded in Book 191 Page 295 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 29 day of Sept. 1975.

Fees $ 5.50 pd.

SEAL H. P. Ferguson, CLERK

Assignment of this Instrument Recorded in Real Estate T.D. Book No. 211 Page 633 This the 18 day of May 19 77

Clerk

Assignment of this Instrument Recorded in Real Estate T.D. Book No. 196 Page 6 This the 5 day of Feb 19 76

Paid, Satisfied and Cancelled This 23rd day of November 1983

Trustee

Attest:

Clerk

DEED OF TRUST

James A. Naylor and/or Patricia A. Naylor (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 500, 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 ($ 5800.00), 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 November, 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

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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 20th day of September, 1975.

James A. Naylor

James A. Naylor

Patricia A. Naylor

Patricia A. Naylor

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. Naylor and/or Patricia A. Naylor (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 20th day of September, 1975.

NOTARY PUBLIC

My commission expires:

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 8 o'clock 15 minutes A. M. 30 day of Sept. 1975, and that the same has been recorded in Book 191 Page 299 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 30 day of Sept. 1975.

Fees $3.50 pd.

SEAL H. P. Ferguson, CLERK

ASSIGNMENT OF DEED OF TRUST OR MORTGAGE

STATE OF MISSISSIPPI

DESOTO COUNTY

For value received I, Mary Jean Jones, hereby sell,transfer,assign,and set over unto W. I. LaRue xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx of the County of DeSoto, State of Mississippi, to Edwin C. Hardin, Trustee for said Mary Jean Jones, Beneficiary, bearing date of 4th day of March, 1975, on certain lands in DeSoto County, which said mortgage or deed of trust is recorded in Trust Deed Record Book 183, Page 581, in the Chancery Clerks Office of DeSoto County; also, all the right, title, interest, in said mortgage or deed of trust and the lands described therein and the note and indebtedness described therein.

This assignment is made without recourse.

Witness my signature this the 12 day of September 1975

(Paul P. Gordon)
(Lot 246-Sec. C)
(Twin Lakes Sub-div.)
(Plot Book 8 Page 41)
(503 Twin Lakes)

xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx.

BY: Mary Jean Jones
(Mary Jean Jones)

STATE OF MISSISSIPPI

COUNTY OF DESOTO

This day personally appeared before me, the undersigned authority in and for the said County and State, Mary Jean Jones, who acknowledged that he signed and delivered the above and foregoing instrument on the day and date therein mentioned as his free and voluntary act and deed and for the purposes therein expressed.

Given under my hand and official seal of office this the 12th day of September 1975.

Olga Joanne LaRue
Notary Public

My Commission Expires;
My Commission Expires Sept 12, 1976

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 3 o'clock no minutes P. M. 26 day of Sept 1975, and that the same has been recorded in Book 191 Page 301 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 30 day of Sept 1975.

Fees $2.50 pd.

SEAL H. D. Ferguson, CLERK

302

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST — Class C

STATE OF MISSISSIPPI, DeSoto County. } ss.

KNOW ALL MEN BY THESE PRESENTS: That Rex Essary of Memphis, Tennessee the beneficiary, does hereby certify that a certain trust deed bearing date the 10th day of September 19 75, made and executed by Ronald G. Rainey and wife, Joy E. McKibben Rainey of Southaven, Mississippi, to Rex Essary the above named beneficiary, and recorded in the office of the Chancery Clerk of Desoto County, in the State of Mississippi in Mississippi Trust Deed Record No. 518 on page 185 of the Record of Trust Deeds, on the 13th 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.

Rex Essary
REX ESSARY

STATE OF MISSISSIPPI, DeSoto County. } ss.

Personally came and appeared before me, the undersigned authority Barbara J. Rex B. Essary in and for County and State aforesaid, Rex Essary 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 10 th day of September A. D. 19 75

Barbara J. Essary

MY COMMISSION EXPIRES DECEMBER 9, 1978

LAWYERS-UNDERWOOD 82844

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 11 o'clock 30 minutes A. M. 29 day of Sept. 1975, and that the same has been recorded in Book 191 Page 302 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 30 day of Sept. 1975.

Fees $ 2.50 pd.

SEAL H. D. Ferguson, CLERK

Mississippi

ASSIGNMENT OF DEED OF TRUST

For valuable consideration the receipt of which is acknowledged, the undersigned does hereby transfer and assign unto the

FEDERAL NATIONAL MORTGAGE ASSOCIATION, ATLANTA, GEORGIA,

that certain Deed of Trust executed by

MIKE J. BROWN, JR.,

to C. B. Henley, Trustee, for the benefit of Bailey Mortgage Company, dated September 16, 1975, securing a note in the sum of $ 68,500.00 recorded in Book 191, Page 21, of the office of the ChanceryClerk of DeSoto County, County, Mississippi, together with the indebtedness secured thereby.

IN WITNESS WHEREOF the undersigned has executed this Assignment through its duly authorized officer and has caused its corporate seal to be thereunto affixed on this, the 29th day of September, 1975.

BAILEY MORTGAGE COMPANY

William Cook, Vice President

STATE OF MISSISSIPPI

COUNTY OF HINDS.....

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named William Cook, who acknowledged to me that he is Vice President of Bailey Mortgage Company, a Mississippi corporation, and that he signed and delivered the above and foregoing instrument and affixed the corporate seal of said corporation thereto, acting for and in behalf of said corporation, after having been duly authorized so to act.

GIVEN under my hand and official seal, this the 29th day of September, 19 75.

Margaret Jacqueline Morse
NOTARY PUBLIC

My Commission Expires Feb. 22, 1978

BMC-14

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock 30 minutes A. M. 25 day of Sept. 1975, and that the same has been recorded in Book 191 Page 303 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 30 day of Sept. 1975.

Fees $2.50 pd.

SEAL H. P. Ferguson, CLERK

304

CANCELLED BY AUTHORITY RECORDED IN BOOK
256 PAGE 633
THIS 15 DAY OF Jan. 1986
W.B. Ferguson by D.B.
CHANCERY CLERK

Assignment of this Instrument Recorded in
No. 1976 Book T-12
This the 5 day of Feb 1976
W.B. Ferguson Clerk

Assignment of this Instrument Recorded in
Real Estate 210 Book
Page 205
This the 5 day of July 1983
W.B. Ferguson Clerk

DEED OF TRUST

Elmo Grandi and/or Jean Grandi (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 609, 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 November 1, 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

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 situnted, 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 September, 1975.

Elmo Grandi

Elmo Grandi

Jean Grandi

Jean Grandi

STATE OF MISSISSIPPI
COUNTY OF DESOTO

Personally appeared before me, a notary public in and for said county and state, the above named Elmo Grandi and/or Jean Grandi (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 21st day of September, 1975.

NOTARY PUBLIC

My commission expires:

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 8 o'clock 15 minutes A. M. 30 day of Sept. 1975, and that the same has been recorded in Book 191 Page 304 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 30 day of Sept. 1975.

Fees $3.50 pd.

SEAL H. L. Ferguson, CLERK

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Paid, Satisfied and Cancelled
This 23 day of July 19 76
The Hernando Bank
By R L Bouchillon Chairman
Attest
W. H. Ferguson
Chancery Clerk By D. W. McClain, D. C.

Mississippi Bankers Association
Form No. 1
(Revised Dec. 1958)
LAND

DEED OF TRUST
LAND

THIS INDENTURE, this day made and entered into between LARRY W. SOWELL

AND WIFE, DORIS T. SOWELL

of the first part, hereinafter designated as the Grantor, WILLIAM L. 'RONE

Trustee, of the second part, hereinafter designated as Trustee, and

THE HERNANDO BANK of the third part, hereinafter designated as the Beneficiary.

WITNESSETH: That whereas the Grantor is justly indebted to the beneficiary in the full sum of

FOUR THOUSAND FIVE HUNDRED & 00/100----------DOLLARS

($ 4,500.00) evidenced by one promissory note of even date herewith in favor of the beneficiary, bearing interest at the rate of 9 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 MARCH 24, 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: A part of the southwest quarter of Section 18, Township 3, Range 7 West, / DeSoto County. Mississippi, and being more particularly described as BEGINNING at the southwest corner of Magnolia Drive Subdivision in the Town of Hernando, Section 18, Township 3, Range 7 West; thence south 4 degrees 05 minutes east 10.95 feet to an iron pin in the north line of the Ferguson-Bouchillon tract; thence north 85 degrees 55 minutes east along said north line 200.00 feet to an iron pin; thence south 5 degrees 30 minutes east 275.0 feet to an iron pin in the center of a drainage ditch; thence northwesterly along center of said ditch 299 feet, more or less, to a point at the intersection of another ditch; thence north 5 degrees 05 minutes west 214.0 feet to an iron pin in the south line of said Subdivision; thencenorth 85 degrees 55 minutes east along south line of said subdivision 86.6 feet to the point of beginning.

Copyright Mississippi Bankers Association

Together with all the hereditaments and appurtenances thereunto appertaining, as far as they may now or hereafter, during the term of this deed of trust, belong to or be used in connection with the occupancy of any building on the said land, or that may be hereafter erected thereon, all heating and ventilating apparatus, gas, electric light and other fixtures, whether attached to said premises or detached therefrom.

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary herein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment of interest as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other convenant herein contained, then and in that event the entire principal sum secured hereby with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, or the owner or holder of said note or notes, be and become at once due and payable, and the trustee herein named, or his successor or successors, shall, at the request of the beneficiary, or at the request of any owner or holder of the note or notes secured hereby, sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid. Such sale shall be made by giving notice of the time, place and terms of sale as required by Section 588 of the Mississippi Code of 1942 and amendments if any thereto, and the trustee shall make deed to the purchaser or purchasers. Should the beneficiary, or the owner or holder of the note or notes secured hereby be a corporation, then in such event a declaration of default to the trustee, and a request for sale hereunder, may be made by any officer thereof. If the land covered hereby is situated in two or more counties, or in two judicial districts of the same county, the trustee may sell the whole in any of the counties, or in either of the judicial districts of a county in which any part of the land lies. Out of the proceeds of sale the trustee shall first pay the cost of advertising and making the sale; and secondly, he shall pay whatever items may have been incurred and remain unpaid in the protection of this security; then he shall pay such of the items of indebtedness secured hereby as may be outstanding in the order of their maturity, and any balance remaining in his hands shall be delivered to the grantor, or to his proper representatives, agents or assigns.

It is agreed and understood, by and between the parties hereto that this conveyance is executed and intended to be, and is hereby made subject to the following covenants, stipulations and conditions, all of which shall be binding upon the parties hereto and each of them.

First. In addition to the indebtedness specifically mentioned above, and any and all extensions or renewals of the same, or any part thereof, this conveyance shall also cover such future and additional advances as may be made to the grantor, or either of them, by the beneficiary, not to exceed the sum of $125,000.00, the beneficiary to be the sole judge as to whether or not such future and additional advances shall be made. In addition to all of the above, it is intended that this conveyance shall secure, and it does secure any and all debts, obligations, or liabilities, direct or contingent, of the grantor herein, or either of them, to the beneficiary, whether now existing or hereafter arising at any time before actual cancellation of this instrument on the public records of mortgages and deeds of trust, whether the same be evidenced by note, open account, over-draft, endorsement, guaranty or otherwise.

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Second. The grantor will at all times during the continuance of this deed of trust keep the buildings and improvements on said premises insured against loss or damage by fire, storm, war damage and other hazard in such reliable insurance company, or companies, as may be acceptable to the beneficiary, for the maximum amount of insurance obtainable, or in such amount as may be approved by beneficiary, and all policies covering the same shall contain the proper loss payable clause, making all losses, if any, payable to the beneficiary, his successors or assigns, and shall be delivered to the beneficiary herein, or to the owner or holder of the notes secured hereby as additional security. In case of loss and payment by any insurance company, the amount of insurance money so paid shall be applied either on the indebtedness secured hereby, or in rebuilding or restoring the damaged building, or buildings, or it may be released to the grantor, as the beneficiary may elect. In the event of loss the grantor shall immediately give notice by mail to the beneficiary who may make proof of loss if same be not promptly made by the grantor. Each insurance company involved is hereby authorized, empowered and directed to make payment for any loss directly to the beneficiary instead of to the grantor and the beneficiary jointly.

Third. The grantor will pay all taxes and assessments, general or special, which may be assessed against the said land, premises or property, or upon the interest of the trustee or the beneficiary therein, or upon this deed of trust, or the indebtedness secured hereby, without regard to any law heretofore enacted or that may hereafter be enacted imposing payment of the whole or any part thereof upon either the trustee or beneficiary, and further will furnish annually to the beneficiary certificates or receipts of the proper officer showing full payment of all such taxes and assessments.

Fourth. That the rents, issues and profits of all and every part of the property here conveyed are specifically pledged to the payment of the indebtedness hereby secured, and all obligations which may accrue under the terms of this instrument. Upon the maturity of the indebtedness hereby secured, either by lapse of time or by reason of any default as herein provided, or if at any time it becomes necessary to protect the lien of this conveyance, the beneficiary, or any owner, or holder of the notes secured hereby, shall have the right to forthwith enter into and upon the property hereinbefore described and take possession thereof, and collect and apply the rents, issues and profits thereon upon the indebtedness secured hereby, or may, if it is so desired, have a receiver appointed by any court of competent jurisdiction to collect and impound the said rents, issues and profits and after paying the expense of such receivership apply the balance thereof to the payment of any indebtedness secured hereby.

Fifth. The failure on the part of the grantor to keep and perform each, any, and all of the covenants and stipulations of this deed of trust, or the passage by the State of Mississippi of any law imposing payment of the whole or any portion of any of the taxes aforesaid upon the 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 Sept. 19 75

Larry W. Sowell

Doris T. Sowell

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 Larry W. Sowell and wife Doris T. Sowell who severally acknowledged that signed and delivered the above and foregoing deed of trust on the day and year therein mentioned.

Given under my hand and official seal, this the 26th day of Sept. 19 75

My Commission Expires: My Commission Expires Jan. 7, 1978

Elsie M. Barbee
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. 30 day of September 1975, and that the same has been recorded in Book 191 Page 306 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 30 day of September 1975.

Fees $ 5.00 pd.

SEAL H. P. Ferguson, CLERK

Cit B.R.

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST Class C

STATE OF MISSISSIPPI, DeSoto County. } ss.

KNOW ALL MEN BY THESE PRESENTS: That The Hernando Bank

of Hernando, Mississippi the beneficiary, does hereby certify that a certain trust deed

bearing date the 8th day of October 19 73, made and executed by Harold B. Lott

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. 166 on page 477

of the Record of Trust Deeds, on the 8th 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. This the 26th day of Sept, 19 75.

THE HERNANDO BANK

by: A. S. Ballard, Jr., President

STATE OF MISSISSIPPI, DeSoto County. } ss.

Personally came and appeared before me, the undersigned authority Elois M. Barbee, Notary Public

in and for County and State aforesaid, A. S. Ballard, Jr., President who acknowledged that he signed and

delivered the above and foregoing instrument on the day and date for the purpose therein mentioned, as the act and deed

of said The Hernando Bank, after first being duly authorized and empowered to so do.

Given under my hand and seal of office this 26th day of Sept. A. D. 19 75

My Commission Expires Jan. 7, 1978

Elois M. Barbee

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock no minutes A M. 30 day of September, 1975, and that the same has been recorded in Book 191 Page 309 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 30 day of September 1975.

Fees $2.50 pd.

SEAL H. L. Ferguson, CLERK

310

,/(B. R.

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST **Class C**

STATE OF MISSISSIPPI, DeSoto County. } ss.

KNOW ALL MEN BY THESE PRESENTS: That The Hernando Bank of Hernando, Mississippi the beneficiary, does hereby certify that a certain trust deed bearing date the 18th day of May 19 73, made and executed by Bernard A. Ward and Virl Virginia Ward of , to The Hernando Bank the above named beneficiary, and recorded in the office of the Chancery Clerk of DeSoto County, in the State of Mississippi in Real Estate Trust Deed Record No 159 on page 317 of the Record of Trust Deeds, on the 21st day of May , A. D. 19 73, is now fully paid and satisfied; and I do hereby authorize the Clerk of the Chancery Court of said DeSoto County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of said County also as provided by law. This the 26th day of September, 19 75.

THE HERNANDO BANK

BY: A. S. Ballard, Jr., President

STATE OF MISSISSIPPI, DeSoto County. } ss.

Personally came and appeared before me, the undersigned authority Eloise 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 26th day of Sept. A. D. 19 75

My Commission Expires Jan. 1978

Eloise M. Barbee

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock no minutes A M. 30 day of September 1975, and that the same has been recorded in Book 191 Page 310 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 30 day of September 1975.

Fees $2.50 pd.

SEAL H. P. Ferguson, CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK 233 PAGE 461
THIS 9 DAY OF Nov 1978
H. 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 Charles W. Taylor and Betty Taylor

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

Eight thousand eighty five and 00/100----------DOLLARS

($8085.00) evidenced by a promissory note of even date herewith in favor of the beneficiary, bearing interest at the rate of 10 per centum per annum after Date , providing for the payment of attorney's fees in case of default and being due and payable as follows, to-wit: To be repaid in one amount due on or before the 18th of September, 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: Begin at a point 100 feet east of the intersection of one-half section line and East right-of-way line of U.S. Highway 78, said point being 342 feet east of the Northwest corner of the Southeast quarter or center of Section 12, Township 2, Range 6 West, in DeSoto County,Mississippi; thence southeastwardly parallel with the East right-of-way line of U.S. Highway 78 a distance of 860 feet for the point of beginning; thence northeastwardly at right angles 210 feet; thence southeastwardly parallel with the East right of way line of U.S. Highway 78, 210 feet;thence southwestwardly 210 feet to a point 100 feet eastwardly from the East right of way line of U.S. Highway 78; thence northwestwardly parallel with the East right of way line of U. S. Highway 78, 210 feet to the point of beginning

Copyright Mississippi Bankers Association

Together with all the hereditaments and appurtenances thereunto appertaining, as far as they may now or hereafter, during the term of this deed of trust, belong to or be used in connection with the occupancy of any building on the said land, or that may be hereafter erected thereon, all heating and ventilating apparatus, gas, electric light and other fixtures, whether attached to said premises or detached therefrom.

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary herein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment of interest as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other convenant herein contained, then and in that event the entire principal sum secured hereby with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, or the owner or holder of said note or notes, be and become at once due and payable, and the trustee herein named, or his successor or successors, shall, at the request of the beneficiary, or at the request of any owner or holder of the note or notes secured hereby, sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid. Such sale shall be made by giving notice of the time, place and terms of sale as required by Section 888 of the Mississippi Code of 1942 and amendments if any thereto, and the trustee shall make deed to the purchaser or purchasers. Should the beneficiary, or the owner or holder of the note or notes secured hereby be a corporation, then in such event a declaration of default to the trustee, and a request for sale hereunder, may be made by any officer thereof. If the land covered hereby is situated in two or more counties, or in two judicial districts of the same county, the trustee may sell the whole in any of the counties, or in either of the judicial districts of a county in which any part of the land lies. Out of the proceeds of sale the trustee shall first pay the cost of advertising and making the sale; and secondly, he shall pay whatever items may have been incurred and remain unpaid in the protection of this security; then he shall pay such of the items of indebtedness secured hereby as may be outstanding in the order of their maturity, and any balance remaining in his hands shall be delivered to the grantor, or to his proper representatives, agents or assigns.

It is agreed and understood, by and between the parties hereto that this conveyance is executed and intended to be, and is hereby made subject to the following covenants, stipulations and conditions, all of which shall be binding upon the parties hereto and each of them.

First. In addition to the indebtedness specifically mentioned above, and any and all extensions or renewals of the same, or any part thereof, this conveyance shall also cover such future and additional advances as may be made to the grantor, or either of them, by the beneficiary, not to exceed the sum of $125,000.00, the beneficiary to be the sole judge as to whether or not such future and additional advances shall be made. In addition to all of the above, it is intended that this conveyance shall secure, and it does secure any and all debts, obligations, or liabilities, direct or contingent, of the grantor herein, or either of them, to the beneficiary, whether now existing or hereafter arising at any time before actual cancellation of this instrument on the public records of mortgages and deeds of trust, whether the same be evidenced by note, open account, over-draft, endorsement, guaranty or otherwise.

Second. The grantor will at all times during the continuance of this deed of trust keep the buildings and improvements on said premises insured against loss or damage by fire, storm, war damage and other hazard in such reliable insurance company, or companies, as may be acceptable to the beneficiary, for the maximum amount of insurance obtainable, or in such amount as may be approved by beneficiary, and all policies covering the same shall contain the proper loss payable clause, making all losses, if any, payable to the beneficiary, his successors or assigns, and shall be delivered to the beneficiary herein, or to the owner or holder of the notes secured hereby as additional security. In case of loss and payment by any insurance company, the amount of insurance money so paid shall be applied either on the indebtedness secured hereby, or in rebuilding or restoring the damaged building, or buildings, or it may be released to the grantor, as the beneficiary may elect. In the event of loss the grantor shall immediately give notice by mail to the beneficiary who may make proof of loss if same be not promptly made by the grantor. Each insurance company involved is hereby authorized, empowered and directed to make payment for any loss directly to the beneficiary instead of to the grantor and the beneficiary jointly.

Third. The grantor will pay all taxes and assessments, general or special, which may be assessed against the said land, premises or property, or upon the interest of the trustee or the beneficiary therein, or upon this deed of trust, or the indebtedness secured hereby, without regard to any law heretofore enacted or that may hereafter be enacted imposing payment of the whole or any part thereof upon either the trustee or beneficiary, and further will furnish annually to the beneficiary certificates or receipts of the proper officer showing full payment of all such taxes and assessments.

Fourth. That the rents, issues and profits of all and every part of the property here conveyed are specifically pledged to the payment of the indebtedness hereby secured, and all obligations which may accrue under the terms of this instrument. Upon the maturity of the indebtedness hereby secured, either by lapse of time or by reason of any default as herein provided, or if at any time it becomes necessary to protect the lien of this conveyance, the beneficiary, or any owner, or holder of the notes secured hereby, shall have the right to forthwith enter into and upon the property hereinbefore described and take possession thereof, and collect and apply the rents, issues and profits thereon upon the indebtedness secured hereby, or may, if it is so desired, have a receiver appointed by any court of competent jurisdiction to collect and impound the said rents, issues and profits and after paying the expense of such receivership apply the balance thereof to the payment of any indebtedness secured hereby.

Fifth. The failure on the part of the grantor to keep and perform each, any, and all of the covenants and stipulations of this deed of trust, or the passage by the State of Mississippi of any law imposing payment of the whole or any portion of any of the taxes aforesaid upon the trustee or the beneficiary, or upon the rendering by any court of competent jurisdiction of a decision that the stipulation or provision herein covering the payment of taxes or assessments is legally inoperative, shall give to the beneficiary or to the owner or holder of the notes secured hereby the option to at once declare the entire principal sum hereby secured with all interest and charges thereon, and all other amounts secured hereby at once due and demandable and to have the property advertised and sold by the trustee herein named, or his successor or successors, in accordance with the provisions of this conveyance hereinbefore set out. But in case such default consists in the failure to keep the said property insured or to pay the taxes herein required, the beneficiary, or the owner or holder of the said secured notes, may procure said insurance and pay said taxes and assessments, or redeem the property from tax sale if it has been sold; and any and all sums paid in procuring said insurance or in paying said taxes or assessments or in redeeming said property from tax sale, together with interest thereon at the rate herein stipulated from the date the same shall have been paid, shall be covered by this conveyance and shall be due and demandable on the date of the maturity of the interest installment which may become due under the terms of this instrument next after such additional items of expense are made or incurred. In case the beneficiary or the owner or holder of said secured notes elects to advance insurance premium and/or taxes, the receipt of an agent of the insurance company or companies in which said insurance is placed shall, with respect to such insurance premiums, be conclusive evidence as between the parties to this conveyance of the amount and fact of payment thereof; and the receipt of the proper public official, shall with respect to the taxes and assessments, aforesaid, be conclusive as between the parties to this conveyance of the amount and validity of said taxes or assessments and of the fact of the payment thereof.

Sixth. The beneficiary, or any owner or holder of the note secured hereby, may at pleasure, without giving formal notice to the original or any successor trustee, or to the grantor herein, and without regard to the willingness or inability of any such trustee to act, or to execute this trust, appoint another person or succession of persons to act as trustee herein, and such appointee or substitute shall have all the powers in the execution of this trust as are vested in the trustee herein named. If the beneficiary, or the owner or holder of the note secured hereby, be a corporation, such appointment may be made by its president, vice-president, assistant vice-president, secretary or treasurer.

Seventh. In case of foreclosure and sale of the property covered hereby, the beneficiary, or any owner or holder of the notes secured hereby, shall have the same right to purchase at said sale as if a stranger to this instrument.

Eighth. Grantor covenants that the premises and property covered hereby will at all times be used in a good and husbandlike manner, for lawful purposes only, and that waste will not be committed or suffered to be committed thereon.

Ninth. Whenever in this deed of trust the context so requires, the singular number shall include the plural, and the plural the singular; holder of the note or notes shall be deemed to refer to and include the owner of the debt, and the word beneficiary shall at any and all times include and mean the then holder of the note or notes secured hereby.

IN TESTIMONY WHEREOF, witness the signature of the grantor this the 23 day of September 1975

/ Charles W. Taylor

/ Betty Taylor

STATE OF MISSISSIPPI,
COUNTY OF

This day personally appeared before me, the undersigned authority, in and for the State and County aforesaid, the within named

who severally acknowledged that

signed and delivered the above and foregoing deed of trust on the day and year therein mentioned.

Given under my hand and official seal, this the 23 day of September 1975

My Commission Expires: Jan. 18, 1975

Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 20 minutes A M. 30 day of September 1975, and that the same has been recorded in Book 191 Page 311 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 30 day of September 1975.

Fees $ 5.00 pd.

SEAL H. W. 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 6th. day of March 19 75, made and executed by Billie Bennett, Jr. & wife

Patricia M. Bennett 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. 184 on page 4

of the Record of Trust Deeds, on the 14th. day of March, A. D. 19 75, is now fully paid

and satisfied; and I do hereby authorize the Clerk of the Chancery Court of said DeSoto

County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of

said County also as provided by law.

First National Bank

By: Betty King

Betty King, Cashier

STATE OF MISSISSIPPI, DeSoto County. } ss.

Personally came and appeared before me, the undersigned authority

in and for County and State aforesaid, Betty King, Cashier who acknowledged that she signed and

delivered the above and foregoing instrument on the day and date for the purpose therein mentioned.

Given under my hand and seal of office this 29th. day of September A.D. 19 75

Richard Acers

My Commission Expires July 28, 1979

LAWYERS-GREENWOOD 87844

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock no minutes A M. 30 day of September 1975, and that the same has been recorded in Book 191 Page 314 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 30 day of September 1975.

Fees $ 2.50 pd.

SEAL H. L. Ferguson, CLERK

(2)

This instrument prepared by:
Mayhall & Ling, Attys.
322 Commerce Title Bldg., Memphis, Tenn

This Indenture, made by and between LOICE E. PITTMAN AND WIFE, ALICE J. PITTMAN

party of the first part; WILLIAM H. AUSTIN, JR. party of the second part, as Trustee; and HOME REALTY COMPANY, a partnership, composed of J. F. Hubbard and Charles E. Moore

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 605, Revised Section "C", in Greenbrook Subdivision, in Section 19, Township 1 South, Range 7 West, DeSoto County, Mississippi, and being the same property described in Warranty Deed of record in Book 118, Page 97, Chancery Court Clerk's Office of DeSoto County, Mississippi and as shown by the plat recorded in Plat Book 8, Pages 49-50 in the Office of the Chancery Clerk of Desoto County, Mississippi.

This conveyance is made in trust, however, to secure the payment of $7,720.02 notes of even date herewith: One promissory note of even date herewith in the sum of $7,720.02, payable in monthly installments of $70.00 each, including principal & interest, each installment being credited first to accumulated interest at 10% per annum & balance being applied to the reduction of principal; said monthly installments commence on the 1st day of October, 1975, & are due & payable on the 1st day of each succeeding month thereafter until said indebtedness, including principal & interest are paid in full; said note is executed by the Grantors herein, is payable at the First National Bank of Memphis, Memphis, Tennessee, or such other place as the holder may designate, and bears interest at 10% from date until paid, payable as aforesaid.
Said note is payable to the order of HOME REALTY COMPANY. evidenced by the following promissory

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 19th day of September, 19 75.

(Loice E. Pittman) x(Mrs) Loice E Pittman

(Alice J. Pittman) x(Mrs) Alice J Pittman

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STATE OF TENNESSEE
COUNTY OF SHELBY } ss.

Personally appeared before me, the undersigned Notary Public, in and for the State and County aforesaid, the within named

Loice E. Pittman and wife, Alice J. Pittman

who acknowledged that ~~he~~ 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 19th day of September 1975

My Commission expires: July 7, 1979

R. A. Marshall
Notary Public.

Compliments of
MID-SOUTH TITLE COMPANY, INC.
12 SO. MAIN
MEMPHIS, TENNESSEE

TRUST DEED

FROM

LOICE E. PITTMAN, ET UX

TO

WILLIAM H. AUSTIN, JR. Trustee

FOR THE USE OF

HOME REALTY COMPANY

STATE OF MISSISSIPPI
County of } ss.

I, Clerk of the Chancery Court and ex-officio Recorder for the County and State aforesaid, do hereby certify that the within instrument of writing was filed for record in my office on the 29 day of AD. 1975 at 2 o'clock P.M., and has been this day duly recorded in Trust Deed Record Page

WITNESS my hand and official seal, this day of 19

Clerk.

TITLE INSURANCE is the only guaranteed protection against real estate title losses.

HA'THALL & LING, ATTYS.

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 2 o'clock 30 minutes P M. 29 day of September 1975, and that the same has been recorded in Book 191 Page 315 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 30 day of September 1975.

Fees $ 3.00 pd.

SEAL H. L. Ferguson, CLERK

Assignment of this Instrument Recorded in Real Estate T 10 Book
No. 202 Page 101
This the 13 day of July 19 76
H. D. Ferguson Clerk

FOR REAL ESTATE, CHATTEL OR BOTH

Cecil Melton, et ux

To { DEED OF TRUST

Stanley L. Wender and Sidney M. Katz, Trustees

THIS INDENTURE, Made this 10th day of September 19 75
between Cecil Melton and wife, Patsy L. Melton
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 Three Hundred Fifty Dollars ($5,350.00) evidenced by a promissory note of even date, bearing interest at 10% from date, due and repayable in 168 equal amortized monthly installments of $59.30 each, first of said installments shall be due November 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 further amount due the party of the second part may furnish the party of the first part during the year 19 and 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 hereby ve this day granted, bargained, and sold to the said Trustee the following described property, located in the County of DeSoto, and state of Mississippi, viz: ~~All of the agricultural products of every kind that may be grown by said and all the crops of every kind to be grown by family or any hands working with or under others as inclined or tenant or otherwise, during the year 19 on the land that may cultivate, or cause to be cultivated, as landlord or owner and all~~ farming implements of every kind and

Lot 160, Section C, DeSoto Woods Subdivision as per plat thereof, recorded in Plat Book 7, Pages 15 and 16 in the office of the Chancery Clerk of DeSoto County, Mississippi. 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 19 , then this instrument to be void, but in default thereof the said Trustee shall take possession of said property, and after giving notice of the time, place and terms of sale, by advertisement according to law in DeSoto County, shall sell the same at public auction, to the highest bidder for cash, at such time and place as he shall designate in said advertisement. The proceeds of said sale shall be applied to the payment of said indebtedness and all costs incurred herein, and if there be a surplus, such surplus shall be refunded to the part ies of the first part. In case of failure or inability so 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

Cecil Melton
Ruby L. Melton

STATE OF MISSISSIPPI, DeSOTO COUNTY

Personally appeared before me, the undersigned authority of said County, the within named Cecil Melton and wife, Ruby L. Melton who acknowledged that they signed and delivered the foregoing Deed of Trust on the day and year therein mentioned.

Given under my hand and official seal, this 10th day of September 19 75

(SEAL)

My Commission Expires: 3/1/78

Rebecca Lilly Notary Public Clerk By D. C.

STATE OF MISSISSIPPI, DeSOTO COUNTY

Before me of said County, this day personally appeared the above named one of the subscribing witnesses to the foregoing Deed of Trust, who, being first duly sworn,

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 2 o'clock 30 minutes P M. 29 day of September 1975, and that the same has been recorded in Book 191 Page 317 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 30 day of September 1975.

Fees $2.50 pd.

SEAL H. D. Ferguson, CLERK

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Assignment of this Instrument Recorded in Book 191 Page 451 This the 31 day of Oct 19 25 [illegible] Chancery Clerk

Assignment of this Instrument Recorded in Real Estate T 10 Book No. 192 Page 338 This the 28 day of Oct 19 25

DEED OF TRUST

THIS DEED OF TRUST is made this 12th day of September, 19 75, among the Grantor, JOHN ALVIN CRANK and wife, GENEVA CRANK

C.B. HENLEY (herein "Borrower"), (herein "Trustee"), and the Beneficiary, BAILEY MORTGAGE COMPANY, a corporation organized and existing under the laws of the State of Mississippi, whose address is 161 East Amite Street, Jackson, Mississippi (herein "Lender").

BORROWER, in consideration of the indebtedness herein recited and the trust herein created, irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the County of DeSoto, State of Mississippi:

Lot 66 in POINT REGENCY LAKESIDE HOMES, Section 19, Township 1 South, Range 7 West, as recorded in Plat Book 14 Pages 9 and 10 in the Office of the Chancery Court Clerk of DeSoto County, Mississippi, to which plat reference is hereby made for a more particular description of said property.

Loan Assumption - Mod/Extension
Assignment of this Instrument Recorded in Real Est T 10 Book No. 369 Page 156 This the 27 day of June 19 87
W. B. Hughes, A.C.

CANCELLED BY AUTHORITY, RECORDED IN BOOK 45 PAGE 408 THIS 10th DAY OF July 19 87
W. B. Hughes, A.C.

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 Fifty & 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 October 1, 2005; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Deed of Trust; and the performance of the covenants and agreements of Borrower herein contained; and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances").

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any easements and restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any Future Advances secured by this Deed of Trust.

2. Funds for Taxes and Insurance. Subject to Lender's option under paragraphs 4 and 5 hereof, Borrower shall pay to Lender on the day monthly installments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments which may attain priority over this Deed of Trust, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender shall make no charge for so holding and applying the Funds or verifying and compiling said assessments and bills. Borrower and Lender may agree in writing at the time of execution of this Deed of Trust that interest on the Funds shall be paid to Borrower, and unless such agreement is made, Lender shall not be required to pay Borrower any interest on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Deed of Trust.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency within thirty days after notice from Lender to Borrower requesting payment thereof.

Upon payment in full of all sums secured by this Deed of Trust, Lender shall promptly refund to Borrower any Funds held by Lender.

If under paragraph 18 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Deed of Trust.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note and on Future Advances, if any, and then to the principal of the Note and to the principal of Future Advances, if any.

4. Charges; Liens. Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Deed of Trust, and ground rents, if any, at Lender's option in the manner provided under Paragraph 2 hereof or by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the event Borrower shall make payment directly, Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Deed of Trust; provided, that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall in good faith contest such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require; provided, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Deed of Trust.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid at Lender's option in the manner provided under paragraph 2 hereof or by Borrower making payment, when due, directly to the insurance carrier.

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender, and Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Deed of Trust is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Deed of Trust would be impaired, the insurance proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower or if Borrower fails to respond to Lender within 30 days after notice by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

If under paragraph 18 hereof the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof (to the extent of the sums secured by this Deed of Trust immediately prior to such sale or acquisition) resulting from damage to the Property prior to the sale or acquisition shall pass to Lender.

6. Preservation and Maintenance of Property; Leaseholds; Condominiums. Borrower shall keep the Property in good repair and shall not permit or commit waste, impairment, or deterioration of the Property and shall comply with the provisions of any lease, if this Deed of Trust is on a leasehold. If this Deed of Trust is on a condominium unit, Borrower shall perform all of Borrower's obligations under the declaration of condominium or master deed, the by-laws and regulations of the condominium project and constituent documents.

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs. Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, shall become additional indebtedness of Borrower secured by this Deed of Trust. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate stated in the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible by applicable law. Nothing contained in this paragraph 7 shall require Lender to incur any expense or do any act hereunder.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Deed of Trust such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Deed of Trust immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to Borrower.

If the Property is abandoned by Borrower or if after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days of the date of such notice, Lender is authorized to collect and apply the proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

10. Borrower Not Released. Extension of the time for payment or modification of amortization of the sums secured by this Deed of Trust granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Deed of Trust by reason of any demand made by the original Borrower and Borrower's successors in interest.

11. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any right or remedy hereunder. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Deed of Trust.

12. Remedies Cumulative. All remedies provided in this Deed of Trust are distinct and cumulative to any other right or remedy under this Deed of Trust or afforded by law or equity, and may be exercised concurrently, independently or successively.

13. Successors and Assigns Bound; Joint and Several Liability; Captions. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Deed of Trust are for convenience only and are not to be used to interpret or define the provisions hereof.

14. Notice. Any notice to Borrower provided for in this Deed of Trust shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address stated below, except for any notice required under paragraph 18 hereof to be given to Borrower in the manner prescribed by applicable law. Any notice provided for in this Deed of Trust shall be deemed to have been given to Borrower when given in the manner designated herein.

15. Uniform Deed of Trust; Governing Law; Severability. This form of deed of trust combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. This Deed of Trust shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Deed of Trust or the Note conflicts with applicable law, such conflicts shall not affect other provisions of this Deed of Trust or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Deed of Trust and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be furnished a conformed copy of this Deed of Trust at the time of execution or after recordation hereof.

17. Transfer of the Property; Assumption. If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Deed of Trust, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Lender may, at Lender's option, declare all the sums secured by this Deed of Trust to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale or transfer, Lender and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sums secured by this Deed of Trust shall be at such rate as Lender shall request. If Lender has waived the option to accelerate provided in this paragraph 17 and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Deed of Trust and the Note.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 14 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the

expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 18 hereof.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

18. Acceleration; Remedies. Except as provided in paragraph 17 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Deed of Trust, including the covenants to pay when due any sums secured by this Deed of Trust, Lender prior to acceleration shall mail notice to Borrower as provided in paragraph 14 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Deed of Trust and sale of the Property. If the breach is not cured on or before the date specified in the notice, Lender at Lender's option may declare all of the sums secured by this Deed of Trust to be immediately due and payable without further demand, and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable attorney's fees.

If Lender invokes the power of sale, Lender shall send to Borrower, in the manner provided in paragraph 14 hereof, notice of Lender's election to sell the Property. Trustee shall give notice of sale by public advertisement for the time and in the manner prescribed by applicable law. Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder for cash at such time and place in DeSoto County as Trustee designates in the notice of sale in one or more parcels and in such order as Trustee may determine. Lender or Lender's designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property so sold without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all costs and expenses of the sale, including, but not limited to, reasonable Trustee's and attorney's fees and costs of title evidence; (b) to all sums secured by this Deed of Trust; and (c) the excess, if any, to the person or persons legally entitled thereto.

19. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Deed of Trust, Borrower shall have the right to have any proceedings begun by Lender to enforce this Deed of Trust discontinued at any time prior to sale of the Property pursuant to the power of sale contained in this Deed of Trust or at any time prior to entry of a judgment enforcing this Deed of Trust if: (a) Borrower pays Lender all sums which would be then due under this Deed of Trust, the Note and notes securing Future Advances, if any, had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Deed of Trust; (c) Borrower pays all reasonable expenses incurred by Lender and Trustee in enforcing the covenants and agreements of Borrower contained in this Deed of Trust and in enforcing Lender's and Trustee's remedies as provided in paragraph 18 hereof, including reasonable attorney's fees; and (d) Borrower takes such action as Lender may reasonable require to assure that the lien of this Deed of Trust, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Deed of Trust shall continue unimpaired. Upon such payment and cure by Borrower, this Deed of Trust and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

20. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 18 hereof or abandonment of the Property, Lender, in person, by agent or by judicially appointed receiver shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the Receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Deed of Trust. Lender and the receiver shall be liable to account only for those rents actually received.

21. Future Advances. Upon request of Borrower, Lender, at Lender's option prior to release of this Deed of Trust, may make Future Advances to Borrower. Such Future Advances, with interest thereon, shall be secured by this Deed of Trust when evidenced by promissory notes stating that said notes are secured hereby.

22. Release. Upon payment of all sums secured by this Deed of Trust, Lender or Trustee shall cancel this Deed of Trust without charge to Borrower. If Trustee is requested to cancel this Deed of Trust, all notes evidencing indebtedness secured by this Deed of Trust shall be surrendered to Trustee.

23. Substitute Trustee. Lender at Lender's option may from time to time remove Trustee and appoint a successor Trustee to any Trustee appointed hereunder by instrument recorded in the county in which this Deed of Trust is recorded. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon the Trustee herein and by applicable law.

IN WITNESS WHEREOF, Borrower has executed this Deed of Trust.

John Alvin Crank —Borrower

Geneva Crank —Borrower

5663 Woodshire Drive

Southaven, Mississippi
Property Address

STATE OF ~~MISSISSIPPI~~ TENNESSEE SHELBY COUNTY ss:

Personally appeared before me, the undersigned authority in and for said County and State, the within named John Alvin Crank and wife, Geneva Crank 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 12th day of September A.D. 1975

My Commission expires: 6-5-~~78~~ 79
STC 32412
sb

Lee V. Hamberlin
Notary Public Lee V. Hamberlin.

Prepared by: Lee V. Hamberlin, Attorney
60 No. Second St.
Memphis, Tennessee 38103

STATE OF MISSISSIPPI, DeSOTO COUNTY
I certify that the within instrument was
filed for record at 10 o'clock and
~~20~~ minutes A M. 30

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock
no minutes A M. 30 day of September 1975, and that the same has been
recorded in Book 191 Page 318 records of REAL ESTATE TRUST DEEDS
of said County.
Witness my hand and seal this the 30 day of September 1975.

Fees $ 6.00 pd.

SEAL H. W. Ferguson, CLERK

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DEED OF TRUST

THIS DEED OF TRUST is made this 26th day of September, 19 75, among the Grantor, ---------- E. EARL NEWMAN----------
---------- (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 P.O. Box 918, Jackson, Mississippi 39205---------- (herein "Lender").

BORROWER, in consideration of the indebtedness herein recited and the trust herein created, irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the County of ------Tallahatchie----------, State of Mississippi:

Beginning at a point 125 feet West of the Southeast Corner of Block 10, Southwest Ward, run thence West 100 feet along the North line of Cypress Street to a point; thence run North 90 feet to a point; run thence East 100 feet to a point; thence run South 90 feet to the point of beginning, all in Block 10, Southwest Ward, City of Charleston, Tallahatchie County, Mississippi.

TOGETHER with all the improvements, now or hereafter erected on the property, and all easements, rights, appurtenances, rents (subject however to the rights and authorities given herein to Lender to collect and apply such rents), royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Deed of Trust; and all of the foregoing, together with said property (or the leasehold estate in the event this Deed of Trust is on a leasehold) are herein referred to as the "Property";

TO SECURE to Lender (a) the repayment of the indebtedness evidenced by Borrower's note of even date herewith (herein "Note"), in the principal sum of Twenty-Two Thousand Five Hundred Dollars, with interest thereon, providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on -----October 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. 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 Tallahatchie County as Trustee designates in the notice of sale in one or more parcels and in such order as Trustee may determine. Lender or Lender's designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property so sold without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all costs and expenses of the sale, including, but not limited to, reasonable Trustee's and attorney's fees and costs of title evidence; (b) to all sums secured by this Deed of Trust; and (c) the excess, if any, to the person or persons legally entitled thereto.

19. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Deed of Trust, Borrower shall have the right to have any proceedings begun by Lender to enforce this Deed of Trust discontinued at any time prior to sale of the Property pursuant to the power of sale contained in this Deed of Trust or at any time prior to entry of a judgment enforcing this Deed of Trust if: (a) Borrower pays Lender all sums which would be then due under this Deed of Trust, the Note and notes securing Future Advances, if any, had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Deed of Trust; (c) Borrower pays all reasonable expenses incurred by Lender and Trustee in enforcing the covenants and agreements of Borrower contained in this Deed of Trust and in enforcing Lender's and Trustee's remedies as provided in paragraph 18 hereof, including reasonable attorney's fees; and (d) Borrower takes such action as Lender may reasonable require to assure that the lien of this Deed of Trust, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Deed of Trust shall continue unimpaired. Upon such payment and cure by Borrower, this Deed of Trust and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

20. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 18 hereof or abandonment of the Property, Lender, in person, by agent or by judicially appointed receiver shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the Receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Deed of Trust. Lender and the receiver shall be liable to account only for those rents actually received.

21. Future Advances. Upon request of Borrower, Lender, at Lender's option prior to release of this Deed of Trust, may make Future Advances to Borrower. Such Future Advances, with interest thereon, shall be secured by this Deed of Trust when evidenced by promissory notes stating that said notes are secured hereby.

22. Release. Upon payment of all sums secured by this Deed of Trust, Lender or Trustee shall cancel this Deed of Trust without charge to Borrower. If Trustee is requested to cancel this Deed of Trust, all notes evidencing indebtedness secured by this Deed of Trust shall be surrendered to Trustee.

23. Substitute Trustee. Lender at Lender's option may from time to time remove Trustee and appoint a successor Trustee to any Trustee appointed hereunder by instrument recorded in the county in which this Deed of Trust is recorded. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon the Trustee herein and by applicable law.

IN WITNESS WHEREOF, Borrower has executed this Deed of Trust.

E. Earl Newman —Borrower

—Borrower

107 Cypress St.

Charleston, 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 E. Earl Newman 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 26th day of September, A.D., 1975.

My Commission expires:
April 9, 1979.

Edna E. Camp
Notary Public

Whitwell Law Firm Road Miss 38629

STATE OF MISSISSIPPI, DeSOTO COUNTY
I certify that the within instrument was
filed for record at 10 o'clock and
no minutes A M. 30

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock
no minutes A M. 30 day of September 1975, and that the same has been
recorded in Book 191 Page 322 records of REAL ESTATE TRUST DEEDS
of said County.
Witness my hand and seal this the 30 day of September 1975.

Fees $ 5.50 pd.

SEAL H. D. Ferguson, CLERK

JAMES E. McGEHEE & COMPANY, INC., GRANTOR

TO

T & S HOMES, INC., GRANTEE

PARTIAL RELEASE

For and in consideration of Ten Dollars ($10.00) and other good and valuable considerations, James E. McGehee & Company, Inc. does hereby release from the lien of that certain deed of trust given by T & S Homes, Inc. to James E. McGehee & Company, Inc. being dated March 1, 1974 and recorded in Book 172, page 197 in the office of the Chancery Clerk of DeSoto County, Mississippi, the hereinafter described land in DeSoto County, Mississippi described as follows, to-wit:

Lot 27, SECTION A Revised, Churchwood Estates Subdivision in Section 2, Township 2 South, Range 8 West as per plat thereof recorded in Plat Book 12, pages 45 and 46 in the office of the Chancery Clerk of DeSoto County, Mississippi.

The lien on the remaining land which has not been previously released remains in full force and effect.

The Chancery Clerk of DeSoto County, Mississippi is hereby requested and authorized to record this release and to make any and all marginal notations to fully perfect the same.

WITNESS the signature this the 26th day of September, 1975.

JAMES E. MCGEHEE AND COMPANY, INC.

by Max B. Ostner, Jr.

STATE OF TENNESSEE

COUNTY OF SHELBY

Personally appeared before me, the undersigned authority in and for said county and state, the within named Max B. Ostner, Jr., Trustee for James E McGehee & Company, Inc. who ackno ledged that he signed and delivered the above and foregoing Partial Release on the dayand date therein mentioned as his free and voluntary act and deed and for the purposes therein expressed.

Given under my hand and official seal of office this the 26th day of September, 1975.

Notary Public

My commission expires:

JUNE 5, 1978

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 9 o'clock 30 minutes A M. 30 day of September 1975, and that the same has been recorded in Book 191 Page 326 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 30 day of September 1975.

Fees $ 2.50 pd.

SEAL H. P. Ferguson, CLERK

PARTIAL RELEASE

FOR A VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, COMMERCIAL AND INDUSTRIAL BANK, does hereby release from the lien of the Deed of Trust given by S&W CONSTRUCTION COMPANY, A Tennessee Corporation and to STAR LAND DEVELOPMENT CORPORATION, A Mississippi Corporation, to Howard E. Carter, Trustee for the benefit of Commercial and Industrial Bank, which Deed of Trust is dated the 12th day of July, 1973, and recorded in Deed of Trust Book 162, Page 416, in the Office of the Chancery Clerk of DeSoto County, Mississippi, the following land located in DeSoto County, Mississippi, described as follows, to-wit:

Lots 411, 412, 449, 456, 457, 472, 475, 490, 493, 506, 553, 570, 571, 585, 589, 591, 594, 599, 603, 605, 607, 613, 615, 617, 618, 621, 629, 633, 639, and 648, Section C, Bridgetown Subdivision, as shown by the plat recorded in Plat Book 13, Page 42 in the office of the Chancery Clerk of DeSoto County, Mississippi, in Section 23, Township 2, Range 7 West.

In all other respects said Deed of Trust recorded in Deed of Trust Book 162, Page 416, shall remain in full force and effect.

The Chancery Court Clerk of DeSoto County, Mississippi, is hereby authorized to record this Partial Release and make a proper notation upon the margin of said Deed of Trust.

WITNESS the signature of COMMERCIAL AND INDUSTRIAL BANK, by its duly authorized officer, this the 24th day of Sept., 1975.

COMMERCIAL AND INDUSTRIAL BANK

By W. Gene Kennedy
W. GENE KENNEDY, SENIOR VICE PRESIDENT

STATE OF TENNESSEE
COUNTY OF SHELBY

This day personally appeared before me, the undersigned authority in and for said county and state, the within named W. GENE KENNEDY, Senior Vice President of COMMERCIAL AND INDUSTRIAL BANK, who acknowledged that acting for and on behalf of said corporation and being fully authorized thereto, he signed, sealed and delivered the above and foregoing Partial Release as the act and deed of said corporation.

GIVEN under my hand and seal of office this the 24th day of September, 1975.

Gary Lynch
Notary Public

My commission expires: MY COMMISSION EXPIRES JULY 18, 1976

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 8 o'clock 15 minutes A M. 30 day of September 1975, and that the same has been recorded in Book 191 Page 327 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 30 day of September 1975.

Fees $2.50 pd.

SEAL H. L. Ferguson, CLERK

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PARTIAL RELEASE

FOR A VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, COMMERCIAL AND INDUSTRIAL BANK, does hereby release from the lien of the Deed of Trust given by S&W CONSTRUCTION COMPANY, A Tennessee Corporation and to STAR LAND DEVELOPMENT CORPORATION, A Mississippi Corporation, to Howard E. Carter, Trustee for the benefit of Commercial and Industrial Bank, which Deed of Trust is dated the 12th day of July, 1973, and recorded in Deed of Trust Book 162, Page 416, in the Office of the Chancery Clerk of DeSoto County, Mississippi, the following land located in DeSoto County, Mississippi, described as follows, to-wit:

Lots 414, 450, 470, 473, 502, 515, 518, 557, 575, 458, 576, 592, 596, 604, 608, 625, 626, 638, 641, and 661, Section C, Bridgetown Subdivision, as shown by plat recorded in Plat Book 13, Page 42 in the office of the Chancery Clerk of DeSoto County, Mississippi, in Section 23, Township 2, Range 7 West.

In all other respects said Deed of Trust recorded in Deed of Trust Book 162, Page 416, shall remain in full force and effect.

The Chancery Court Clerk of DeSoto County, Mississippi, is hereby authorized to record this Partial Release and make a proper notation upon the margin of said Deed of Trust.

WITNESS the signature of COMMERCIAL AND INDUSTRIAL BANK, by its duly authorized officer, this the 24th day of September, 1975.

COMMERCIAL AND INDUSTRIAL BANK

BY: W Gene Kennedy
W. GENE KENNEDY, SENIOR VICE PRESIDENT

STATE OF TENNESSEE
COUNTY OF SHELBY

This day personally appeared before me, the undersigned authority in and for said county and state, the within named W. GENE KENNEDY, SENIOR VICE PRESIDENT of COMMERCIAL AND INDUSTRIAL BANK, who acknowledged that acting for and on behalf of said corporation and being fully authorized thereto, he signed, sealed and delivered the above and foregoing Partial Release as the act and deed of said corporation.

GIVEN under my hand and seal of office this the 24th day of September, 1975.

Gary Lizzio
Notary Public

My commission expires:
MY COMMISSION EXPIRES JULY 18, 1978

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 8 o'clock 15 minutes A M. 30 day of September 1975, and that the same has been recorded in Book 191 Page 328 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 30 day of September 1975.

Fees $2.50 pd.

SEAL H. L. Ferguson, CLERK

Mississippi

ASSIGNMENT OF DEED OF TRUST

For valuable consideration the receipt of which is acknowledged, the undersigned does hereby transfer and assign unto the

UNION PLANTERS NATIONAL BANK OF MEMPHIS,

that certain Deed of Trust executed by

RONALD J. SPENCE and wife, DIANE R. SPENCE,

to C. B. Henley, Trustee, for the benefit of Bailey Mortgage Company, dated September 3, 1975, securing a note in the sum of $30,500.00 recorded in Book 191, Page 195, of the office of the ChanceryClerk of DeSoto County, Mississippi, together with the indebtedness secured thereby.

IN WITNESS WHEREOF the undersigned has executed this Assignment through its duly authorized officer and has caused its corporate seal to be thereunto affixed on this, the 29th day of September, 19 75.

BAILEY MORTGAGE COMPANY

William Cook, Vice President

STATE OF MISSISSIPPI

COUNTY OF HINDS.....

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named William Cook, who acknowledged to me that he is Vice President of Bailey Mortgage Company, a Mississippi corporation, and that he signed and delivered the above and foregoing instrument and affixed the corporate seal of said corporation thereto, acting for and in behalf of said corporation, after having been duly authorized so to act.

GIVEN under my hand and official seal, this the 29th day of September, 19 75.

Margaret Jacqueline Moore
NOTARY PUBLIC

My Commission Expires Feb. 22, 1978

BMC-14

STC#32331

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock no minutes A M. 30 day of Sept. 1975, and that the same has been recorded in Book 191 Page 329 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 30 day of September 1975.

Fees $2.50 pd.

SEAL H. P. Ferguson, CLERK

330

Mississippi

ASSIGNMENT OF
DEED OF TRUST

For valuable consideration the receipt of which is acknowledged, the undersigned does hereby transfer and assign unto the

UNION PLANTERS NATIONAL BANK OF MEMPHIS,

that certain Deed of Trust executed by

ZELMA ANN LEWELLEN,

to C. B. Henley, Trustee, for the benefit of Bailey Mortgage Company, dated September 4, 1975, securing a note in the sum of $ 33,150.00 recorded in Book 191, Page 191, of the office of the ChanceryClerk of DeSoto, County, Mississippi, together with the indebtedness secured thereby.

IN WITNESS WHEREOF the undersigned has executed this Assignment through its duly authorized officer and has caused its corporate seal to be thereunto affixed on this, the 29th day of September, 19 75.

BAILEY MORTGAGE COMPANY

William Cook, Vice President

STATE OF MISSISSIPPI

COUNTY OF HINDS.....

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named William Cook, who acknowledged to me that he is Vice President of Bailey Mortgage Company, a Mississippi corporation, and that he signed and delivered the above and foregoing instrument and affixed the corporate seal of said corporation thereto, acting for and in behalf of said corporation, after having been duly authorized so to act.

GIVEN under my hand and official seal, this the 29th day of September, 19 75.

NOTARY PUBLIC

My Commission Expires Feb. 22, 1978

BMC-14

STC#32473

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock no minutes A M. 30 day of September 1975, and that the same has been recorded in Book 191 Page 330 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 30 day of September 1975.
Fees $ 2.50 pd.
CHAT

331

correction Assignment of this Instrument Recorded in Real Estate T/D Book No. 192 Page 334 This the 28 day of Oct 19 75 W.D. Ferguson

Assignment of this Instrument Recorded in Real Estate T/D Book No. 191 Page 450 This the 3 day of Oct 1975 W.D. Ferguson Clerk

DEED OF TRUST

THIS DEED OF TRUST is made this 15th day of September, 1975, among the Grantor, JERRY L. CANNON and wife, DIANNE C. CANNON (herein "Borrower"), C. B. HENLEY (herein "Trustee"), and the Beneficiary BAILEY MORTGAGE COMPANY, a corporation organized and existing under the laws of THE STATE OF MISSISSIPPI, whose address is 161 EAST AMITE STREET, JACKSON, MISSISSIPPI (herein "Lender").

BORROWER, in consideration of the indebtedness herein recited and the trust herein created, irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the County of DeSoto, State of Mississippi:

Lot 57 in POINT REGENCY LAKESIDE HOMES, Section 19, Township 1 South, Range 7 West, as recorded in Plat Book 14, Pages 9 and 10 in the Office of the Chancery Court Clerk of DeSoto County, Mississippi, to which plat reference is hereby made for a more particular description of said property.

TOGETHER with all the improvements, now or hereafter erected on the property, and all easements, rights, appurtenances, rents (subject however to the rights and authorities given herein to Lender to collect and apply such rents), royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Deed of Trust; and all of the foregoing, together with said property (or the leasehold estate in the event this Deed of Trust is on a leasehold) are herein referred to as the "Property";

TO SECURE to Lender (a) the repayment of the indebtedness evidenced by Borrower's note of even date herewith (herein "Note"), in the principal sum of Thirty Four Thousand Two Hundred & 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 October 1, 2005; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Deed of Trust; and the performance of the covenants and agreements of Borrower herein contained; and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances").

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any easements and restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

MISSISSIPPI—FHLMC—12/71—1 to 4 Family

STATE OF MISSISSIPPI, COUNTY OF DESOTO, I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT WAS FILED FOR RECORD THIS 8 DAY OF Jan 1983 AT 9:45 O'CLOCK A M AND RECORDED IN BOOK 94 PAGE 21 CHANCERY CLERK

Assumption + Modification Agreement of this Instrument Recorded in Real Estate T/D Book No. 253 Page 237 This the 7 day of Dec 1979 W.D. Ferguson

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any Future Advances secured by this Deed of Trust.

2. Funds for Taxes and Insurance. Subject to Lender's option under paragraphs 4 and 5 hereof, Borrower shall pay to Lender on the day monthly installments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments which may attain priority over this Deed of Trust, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender shall make no charge for so holding and applying the Funds or verifying and compiling said assessments and bills. Borrower and Lender may agree in writing at the time of execution of this Deed of Trust that interest on the Funds shall be paid to Borrower, and unless such agreement is made, Lender shall not be required to pay Borrower any interest on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Deed of Trust.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency within thirty days after notice from Lender to Borrower requesting payment thereof.

Upon payment in full of all sums secured by this Deed of Trust, Lender shall promptly refund to Borrower any Funds held by Lender.

If under paragraph 18 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Deed of Trust.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note and on Future Advances, if any, and then to the principal of the Note and to the principal of Future Advances, if any.

4. Charges; Liens. Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Deed of Trust, and ground rents, if any, at Lender's option in the manner provided under Paragraph 2 hereof or by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the event Borrower shall make payment directly, Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Deed of Trust; provided, that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall in good faith contest such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require; provided, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Deed of Trust.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid at Lender's option in the manner provided under paragraph 2 hereof or by Borrower making payment, when due, directly to the insurance carrier.

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender, and Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Deed of Trust is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Deed of Trust would be impaired, the insurance proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower or if Borrower fails to respond to Lender within 30 days after notice by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

If under paragraph 18 hereof the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof (to the extent of the sums secured by this Deed of Trust immediately prior to such sale or acquisition) resulting from damage to the Property prior to the sale or acquisition shall pass to Lender.

6. Preservation and Maintenance of Property; Leaseholds; Condominiums. Borrower shall keep the Property in good repair and shall not permit or commit waste, impairment, or deterioration of the Property and shall comply with the provisions of any lease, if this Deed of Trust is on a leasehold. If this Deed of Trust is on a condominium unit, Borrower shall perform all of Borrower's obligations under the declaration of condominium or master deed, the by-laws and regulations of the condominium project and constituent documents.

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs. Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, shall become additional indebtedness of Borrower secured by this Deed of Trust. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate stated in the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible by applicable law. Nothing contained in this paragraph 7 shall require Lender to incur any expense or do any act hereunder.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Deed of Trust such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Deed of Trust immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to Borrower.

If the Property is abandoned by Borrower or if after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days of the date of such notice, Lender is authorized to collect and apply the proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

10. Borrower Not Released. Extension of the time for payment or modification of amortization of the sums secured by this Deed of Trust granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Deed of Trust by reason of any demand made by the original Borrower and Borrower's successors in interest.

11. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any right or remedy hereunder. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Deed of Trust.

12. Remedies Cumulative. All remedies provided in this Deed of Trust are distinct and cumulative to any other right or remedy under this Deed of Trust or afforded by law or equity, and may be exercised concurrently, independently or successively.

13. Successors and Assigns Bound; Joint and Several Liability; Captions. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Deed of Trust are for convenience only and are not to be used to interpret or define the provisions hereof.

14. Notice. Any notice to Borrower provided for in this Deed of Trust shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address stated below, except for any notice required under paragraph 18 hereof to be given to Borrower in the manner prescribed by applicable law. Any notice provided for in this Deed of Trust shall be deemed to have been given to Borrower when given in the manner designated herein.

15. Uniform Deed of Trust; Governing Law; Severability. This form of deed of trust combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. This Deed of Trust shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Deed of Trust or the Note conflicts with applicable law, such conflicts shall not affect other provisions of this Deed of Trust or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Deed of Trust and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be furnished a conformed copy of this Deed of Trust at the time of execution or after recordation hereof.

17. Transfer of the Property; Assumption. If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Deed of Trust, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Lender may, at Lender's option, declare all the sums secured by this Deed of Trust to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale or transfer, Lender and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sums secured by this Deed of Trust shall be at such rate as Lender shall request. If Lender has waived the option to accelerate provided in this paragraph 17 and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Deed of Trust and the Note.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 14 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the

expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 18 hereof.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

18. Acceleration; Remedies. Except as provided in paragraph 17 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Deed of Trust, including the covenants to pay when due any sums secured by this Deed of Trust, Lender prior to acceleration shall mail notice to Borrower as provided in paragraph 14 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Deed of Trust and sale of the Property. If the breach is not cured on or before the date specified in the notice, Lender at Lender's option may declare all of the sums secured by this Deed of Trust to be immediately due and payable without further demand, and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable attorney's fees.

If Lender invokes the power of sale, Lender shall send to Borrower, in the manner provided in paragraph 14 hereof, notice of Lender's election to sell the Property. Trustee shall give notice of sale by public advertisement for the time and in the manner prescribed by applicable law. Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder for cash at such time and place in _____ DeSoto _____ County as Trustee designates in the notice of sale in one or more parcels and in such order as Trustee may determine. Lender or Lender's designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property so sold without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all costs and expenses of the sale, including, but not limited to, reasonable Trustee's and attorney's fees and costs of title evidence; (b) to all sums secured by this Deed of Trust; and (c) the excess, if any, to the person or persons legally entitled thereto.

19. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Deed of Trust, Borrower shall have the right to have any proceedings begun by Lender to enforce this Deed of Trust discontinued at any time prior to sale of the Property pursuant to the power of sale contained in this Deed of Trust or at any time prior to entry of a judgment enforcing this Deed of Trust if: (a) Borrower pays Lender all sums which would be then due under this Deed of Trust, the Note and notes securing Future Advances, if any, had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Deed of Trust; (c) Borrower pays all reasonable expenses incurred by Lender and Trustee in enforcing the covenants and agreements of Borrower contained in this Deed of Trust and in enforcing Lender's and Trustee's remedies as provided in paragraph 18 hereof, including reasonable attorney's fees; and (d) Borrower takes such action as Lender may reasonable require to assure that the lien of this Deed of Trust, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Deed of Trust shall continue unimpaired. Upon such payment and cure by Borrower, this Deed of Trust and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

20. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 18 hereof or abandonment of the Property, Lender, in person, by agent or by judicially appointed receiver shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the Receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Deed of Trust. Lender and the receiver shall be liable to account only for those rents actually received.

21. Future Advances. Upon request of Borrower, Lender, at Lender's option prior to release of this Deed of Trust, may make Future Advances to Borrower. Such Future Advances, with interest thereon, shall be secured by this Deed of Trust when evidenced by promissory notes stating that said notes are secured hereby.

22. Release. Upon payment of all sums secured by this Deed of Trust, Lender or Trustee shall cancel this Deed of Trust without charge to Borrower. If Trustee is requested to cancel this Deed of Trust, all notes evidencing indebtedness secured by this Deed of Trust shall be surrendered to Trustee.

23. Substitute Trustee. Lender at Lender's option may from time to time remove Trustee and appoint a successor Trustee to any Trustee appointed hereunder by instrument recorded in the county in which this Deed of Trust is recorded. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon the Trustee herein and by applicable law.

IN WITNESS WHEREOF, Borrower has executed this Deed of Trust.

Jerry L. Cannon —Borrower

Dianne C. Cannon —Borrower

5685 Woodshire Drive

Southaven, Mississippi
Property Address

STATE OF ~~TENNESSEE~~ Tennessee, Shelby COUNTY ss:

Personally appeared before me, the undersigned authority in and for said County and State, the within named Jerry L. Cannon and wife, Dianne C. Cannon who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and seal of office, on this the 15th day of September A.D. 19 75

My Commission expires: 6-5-79

Lee V. Hamberlin
Notary Public Lee V. Hamberlin

STC 32573
sb

Prepared by: Lee V. Hamberlin, Attorney
60 North Second Street
Memphis, Tennessee 38103

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock and no minutes A M. 30

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock
no minutes A M. 30 day of September 1975, and that the same has been recorded in Book 191 Page 331 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 30 day of September 1975.

Fees $ 6.00 pd.

SEAL H. P. Ferguson, CLERK

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COUNTERPART № 85

ARKANSAS LOUISIANA GAS COMPANY

TO

MORGAN GUARANTY TRUST COMPANY
OF NEW YORK
AND
COMMERCE BANK OF KANSAS CITY,
NATIONAL ASSOCIATION,

AS TRUSTEES

Thirteenth Supplemental Indenture

Dated as of September 1, 1975

(Supplemental to Indenture dated as of September 1, 1955)

First Mortgage Bonds, 10½% Series due 1995

This Instrument Contains After-acquired Property Provisions.

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THIRTEENTH SUPPLEMENTAL INDENTURE, dated as of September 1, 1975, between ARKANSAS LOUISIANA GAS COMPANY, a corporation organized and existing under the laws of the State of Delaware (hereinafter sometimes called the "Company"), party of the first part, and MORGAN GUARANTY TRUST COMPANY OF NEW YORK, formerly Guaranty Trust Company of New York, a corporation organized and existing under the laws of the State of New York (hereinafter sometimes called the "Trustee"), and Commerce Bank of Kansas City, National Association, formerly Commerce Trust Company, a national banking association having its principal office and place of business in Kansas City, Missouri (hereinafter sometimes called the "Additional Trustee" and, together with the Trustee, called the "Trustees"), as Trustees, parties of the second part.

WHEREAS the Company heretofore executed and delivered an indenture of mortgage and deed of trust, dated as of September 1, 1953 (hereinafter called the "Original Indenture"), to secure its First Mortgage Bonds, issuable in series, and created thereunder an initial series of bonds designated as First Mortgage Bonds, 4½% Series due 1973; and

WHEREAS the Company heretofore executed and delivered twelve indentures supplemental to the Original Indenture, each for one or more purposes permitted by the Original Indenture, as follows:

First Supplemental Indenture, dated as of October 1, 1957
Second Supplemental Indenture, dated as of December 1, 1959
Third Supplemental Indenture, dated as of August 31, 1960
Fourth Supplemental Indenture, dated as of September 30, 1961
Fifth Supplemental Indenture, dated as of October 31, 1961
Sixth Supplemental Indenture, dated as of December 1, 1962
Seventh Supplemental Indenture, dated as of April 1, 1963
Eighth Supplemental Indenture, dated as of March 1, 1965
Ninth Supplemental Indenture, dated as of August 25, 1965
Tenth Supplemental Indenture, dated as of July 1, 1969
Eleventh Supplemental Indenture, dated as of September 1, 1970
Twelfth Supplemental Indenture, dated as of September 1, 1974; and

WHEREAS Commerce Trust Company (now Commerce Bank of Kansas City, National Association) was appointed an Additional Trustee under the Original Indenture and indentures supplemental thereto to act as Co-Trustee of property of the Company in the State of Missouri by an instrument dated as of June 28, 1968 executed and delivered by the Company and the Trustee, and accepted by Commerce Trust Company by an instrument dated August 2, 1968; and

WHEREAS the Company covenanted in and by the Original Indenture to execute and deliver such further instruments and do such further acts as may be necessary or proper to carry out more effectually the purposes

of the Original Indenture and to make subject to the lien thereof any property acquired after the execution and delivery of the Original Indenture and intended to be subjected to the lien thereof (the Original Indenture, such Supplemental Indentures and this Supplemental Indenture are herein collectively called the "Indenture"); and

WHEREAS the Company, since the execution and delivery of the Twelfth Supplemental Indenture, has acquired certain additional property hereinafter described or mentioned and the Company desires to execute and deliver this Supplemental Indenture, in accordance with the provisions of the Original Indenture, for the purpose of further assuring, conveying and confirming unto the Trustees said additional property which by the terms of the Original Indenture is subject to the lien thereof; and

WHEREAS under *Articles 2* and *3* of the Original Indenture the Company is authorized to issue additional bonds upon the terms and conditions expressed in the Original Indenture; and

WHEREAS the Company proposes to create a new series of First Mortgage Bonds, to mature September 1, 1995 and to be designated as First Mortgage Bonds, 10½% Series due 1995 (hereinafter sometimes called the "Bonds" or "Bonds of the 1995 Series"); and

WHEREAS the Company, by appropriate corporate action, has duly resolved and determined to execute this Supplemental Indenture for the purpose of providing for the creation of the Bonds of the 1995 Series and of specifying the form, provisions and particulars thereof as in said Original Indenture provided or permitted and of giving to the Bonds of the 1995 Series the protection and security of the Original Indenture, and of further confirming the lien of the Original Indenture upon the additional properties hereinafter described; and

WHEREAS the text of the Bonds of the 1995 Series and of the Trustee's Certificate of Authentication to be endorsed thereon are to be substantially in the forms following:

[FORM OF BOND]

[FACE]

ARKANSAS LOUISIANA GAS COMPANY

FIRST MORTGAGE BOND

10½% SERIES DUE 1995

DUE SEPTEMBER 1, 1995

REGISTERED

No. _____

REGISTERED

$_____

ARKANSAS LOUISIANA GAS COMPANY, a corporation organized and existing under the laws of the State of Delaware (hereinafter sometimes called the Company), for value received, hereby promises to pay to _____, or registered assigns, on September 1, 1995 (unless this bond shall have been called for previous redemption and provision made for the payment of the redemption price thereof), _____ Dollars at its office or agency in the Borough of Manhattan, The City of New York, and to pay interest thereon at said office or agency at the rate per annum specified in the title hereof from September 1, 1975, or from the most recent interest payment date to which interest has been paid or duly provided for on the bonds of this Series or, if this bond be dated between a record date specified below and the interest payment date in respect thereof, and the interest due on said date is paid, from such interest payment date, semi-annually on September 1 and March 1 in each year, commencing on March 1, 1976, until the Company's obligation with respect to such principal sum shall be discharged. The principal of, the premium, if any, and the interest on this bond shall be payable in any coin or currency of the United States of America which at the time of payment shall be legal tender for the payment of public and private debts. Subject to certain exceptions provided in the Thirteenth Supplemental Indenture, dated as of September 1, 1975, the interest so payable on any March 1 or September 1 will be paid to the person in whose name this bond (or the bond replaced hereby) is registered at the close of business on the February 15 or August 15 (record dates) next preceding such March 1 or September 1, whether or not a business day.

Reference is made to the further provisions of this bond set forth on the reverse hereof. Such further provisions shall for all purposes have the same effect as though fully set forth at this place.

This bond shall not be valid or become obligatory for any purpose until the certificate of authentication endorsed hereon shall have been signed by Morgan Guaranty Trust Company of New York, or its successor, as Trustee under the Indenture.

IN WITNESS WHEREOF, ARKANSAS LOUISIANA GAS COMPANY has caused this bond to be signed in its name by the facsimile signature of its Chairman of the Board; and its corporate seal to be imprinted hereon and attested by the facsimile signature of its Secretary or an Assistant Secretary.

Dated:

ARKANSAS LOUISIANA GAS COMPANY,

By _____
Chairman of the Board.

Attest:

_____
Secretary.

[FORM OF BOND]

[REVERSE]

This bond is one of an issue of bonds of the Company, known as its First Mortgage Bonds, issued and to be issued in one or more series under and equally and ratably secured (except as any sinking, amortization, improvement or other fund established in accordance with the provisions of the indenture hereinafter mentioned may afford additional security for the bonds of any particular series) by a certain indenture of mortgage and deed of trust, dated as of September 1, 1953, made by the Company to Guaranty Trust Company of New York, now Morgan Guaranty Trust Company of New York, as Trustee (hereinafter called the Trustee) and a Thirteenth Supplemental Indenture, dated as of September 1, 1975 and certain other supplemental indentures, including a Second Supplemental Indenture, a Sixth Supplemental Indenture, a Ninth Supplemental Indenture, a Tenth Supplemental Indenture and a Twelfth Supplemental Indenture, which modified certain provisions of said indenture of mortgage and deed of trust, (said indenture of mortgage and deed of trust and all indentures supplemental thereto being herein called the Indenture). Effective August 2, 1968, Commerce Trust Company, now Commerce Bank of Kansas City, National Association, became an Additional Trustee under the Indenture. Reference is hereby made to the Indenture for a description of the property mortgaged, the nature and extent of the security, the rights and limitations of rights of the Company, the Trustees, and the holders of said bonds under the Indenture, and the terms and conditions upon which said bonds are and are to be issued and secured, to all of the provisions of which Indenture and of all such supplemental indentures in respect of such security, including the provisions of the Indenture permitting the issue of bonds of any series for property which, under the restrictions and limitations therein specified, may be subject to liens prior to the lien of the Indenture, the holder, by accepting this bond, assents. To the extent permitted by and as provided in the Indenture, the rights and obligations of the Company and of the holders of said bonds may be changed and modified, with the consent of the Company, by the holders of at least 75% in aggregate principal amount of the bonds then outstanding, such percentage being determined as provided in the Indenture; *provided, however,* that in case such changes and modifications affect one or more but less than all series of bonds then outstanding, they shall be required to be adopted only by (i) the affirmative vote of the holders of at least 75% in aggregate principal amount of outstanding bonds of such one or more series so affected and (ii) the affirmative vote of the holders of a majority in aggregate principal amount of all of the bonds then outstanding; and *further provided,* that without the consent of the holder hereof no such change or modification shall be made which will extend the time of payment of the principal of, or of the interest or premium, if any, on, this bond or reduce the principal amount hereof or the rate of interest or the premium, if any, hereon, or revise the sinking fund provisions of the Indenture with respect to payments or ratios of gas supply to withdrawal as the same apply to bonds of this series, or effect any other modification of the terms of payment of such principal or interest or premium, if any, or permit the creation of any lien ranking prior to or on a parity with the lien of the Indenture on any of the mortgaged property, or deprive the holder hereof of the benefit of a lien upon the mortgaged property for the security of this bond, or reduce the percentage of bonds required for the adoption of changes or modifications as aforesaid. This bond is one of a series of bonds designated as First Mortgage Bonds, 10½% Series due 1995, of the Company.

The bonds of this series are subject to redemption prior to maturity, upon not less than thirty, nor more than sixty, days' prior notice, as a whole at any time, or from time to time in part, at the option of the Company, all as more fully provided in the Indenture, at the principal amount of the bonds so to be redeemed and accrued interest to the date fixed for redemption, together with a premium equal to a percentage of the principal amount thereof determined as set forth in the tabulation below:

If Redeemed During Twelve Months' Period Beginning September 1	Premium	If Redeemed During Twelve Months' Period Beginning September 1	Premium
1975	10.50%	1985	4.67%
1976	9.92%	1986	4.09%
1977	9.34%	1987	3.50%
1978	8.75%	1988	2.92%
1979	8.17%	1989	2.34%
1980	7.59%	1990	1.75%
1981	7.00%	1991	1.17%
1982	6.42%	1992	0.59%
1983	5.84%	1993	0.00%
1984	5.25%	1994	0.00%

except that prior to September 1, 1985 the bonds of this series may not be redeemed, directly or indirectly, as a part of a refunding operation involving the incurring of indebtedness having an interest rate or cost lower than the annual interest rate borne by said bonds.

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The bonds of this series are also subject to redemption prior to maturity by the operation of the sinking fund provisions of the Indenture applicable to this series in the manner and to the extent provided in the Indenture at the principal amount of the bonds so to be redeemed and accrued interest to the date fixed for redemption.

If this bond or any portion hereof shall be called for redemption, and payment of the redemption price shall be duly provided by the Company as specified in the Indenture, interest shall cease to accrue hereon (or on the portion hereof to be redeemed) on and after the date of redemption fixed in the notice thereof.

The principal of this bond may be declared or may become due before the maturity hereof, on the conditions, in the manner and at the times set forth in the Indenture, upon the happening of a default as therein defined.

This bond is transferable by the registered owner hereof in person or by his duly authorized attorney at the office or agency of the Company in the Borough of Manhattan, The City of New York, upon surrender and cancellation of this bond and upon payment of charges, and thereupon a new fully registered bond of the same series and maturity, for a like principal amount, will be issued to the transferee in exchange therefor, as provided in the Indenture. The Company and the Trustees, any paying agent and any registrar may deem and treat the person in whose name this bond is registered as the absolute owner hereof for the purpose of receiving payment (except as otherwise stated on the face hereof) and for all other purposes. This bond, alone or with other bonds of the same series and maturity, may in like manner be exchanged at such office or agency for one or more new fully registered bonds of the same series and maturity, in denominations approved by the Company, of the same aggregate principal amount, all as provided in the Indenture. Upon each such transfer or exchange the Company may require the payment of charges as in the Indenture prescribed.

No recourse under or upon any covenant or obligation of the Indenture, or of any indenture supplemental thereto, or of this bond for the payment of the principal of, premium, if any, or the interest on this bond, or for any claim based thereon, or otherwise in any manner in respect thereof, shall be had against any incorporator, stockholder, officer or director, as such, of the Company, or of any successor corporation, whether former, present or future, either directly, or indirectly through the Company or any predecessor or successor corporation or the Trustee, by the enforcement of any assessment or otherwise, or by any legal or equitable proceeding by virtue of any constitution, statute, or otherwise (including, without limiting the generality of the foregoing, any proceeding to enforce any claimed liabil-

ity of stockholders of the Company based upon any theory of disregarding the corporate entity of the Company or upon any theory that the Company was acting as the agent or instrumentality of the stockholders), any and all such liability of incorporators, stockholders, officers and directors, as such, being released by the holder hereof, by the acceptance of this bond, and being likewise waived and released by the terms of the Indenture.

[FORM OF TRUSTEE'S CERTIFICATE OF AUTHENTICATION]

This bond is one of the bonds, of the series designated therein, described in the within-mentioned Indenture.

MORGAN GUARANTY TRUST COMPANY
OF NEW YORK, AS TRUSTEE,

By _____
Authorized Officer.

AND WHEREAS all the requirements of law and of the charter and by-laws of the Company, including all requisite action on the part of the stockholders, directors and officers, and all things necessary to make the Bonds of the 1995 Series, when duly executed by the Company and authenticated and delivered by the Trustee, and duly issued, the valid, binding and legal obligations of the Company, and to constitute the Original Indenture and all indentures supplemental thereto, including this Supplemental Indenture, valid, binding and legal instruments for the security of all the bonds from time to time issued under the Original Indenture, including the Bonds of the 1995 Series, in accordance with the terms of such bonds and of such instruments, have been done, and been performed; and the execution and delivery hereof have been in all respects duly authorized;

NOW, THEREFORE, THIS SUPPLEMENTAL INDENTURE WITNESSETH: That Arkansas Louisiana Gas Company in consideration of the premises and of the mutual covenants herein contained, and of One Dollar ($1.00) to it duly paid by the Trustees at or before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, and in order to create the Bonds of the 1995 Series and to specify the terms and provisions thereof, and to make definite and certain the lien of the Indenture upon the premises hereinafter described and to subject said premises directly to the lien of the Indenture, and to secure the payment of the principal of and interest and premium, if any, on all bonds from time to time outstanding under the Indenture, including the Bonds of the 1995 Series, according to the terms of said bonds, and to secure the performance and ob-

servance of all of the covenants and conditions contained in the Indenture, has executed and delivered this Supplemental Indenture and has granted, bargained, sold, warranted, alienated, remised, released, conveyed, assigned, transferred, mortgaged, hypothecated, affected, pledged, set over and confirmed, and by these presents does grant, bargain, sell, warrant, alienate, remise, release, convey, assign, transfer, mortgage, hypothecate, affect, pledge, set over and confirm unto Morgan Guaranty Trust Company of New York, as Trustee, and unto Commerce Bank of Kansas City, National Association, as Additional Trustee, jointly with Morgan Guaranty Trust Company of New York as to property in the State of Missouri, and to its or their respective successor or successors in the trust and their assigns forever, the following property to wit:

PART FIRST.

Real Estate.

All lands, land rights, interest in lands, leases and leaseholds (except oil, gas and mineral rights and oil, gas and mineral leases and leasehold rights) owned by Arkansas Louisiana Gas Company in the State of Arkansas and particularly in the following counties, to-wit:

Arkansas	Dallas	Lafayette	Pike
Ashley	Desha	Lawrence	Poinsett
Benton	Drew	Lee	Pope
Bradley	Faulkner	Lincoln	Prairie
Calhoun	Franklin	Little River	Pulaski
Chicot	Garland	Logan	Saline
Clark	Grant	Lonoke	Scott
Cleburne	Greene	Miller	Sebastian
Cleveland	Hempstead	Mississippi	Sevier
Columbia	Hot Spring	Monroe	St. Francis
Conway	Howard	Montgomery	Union
Craighead	Independence	Nevada	Van Buren
Crawford	Jackson	Ouachita	Washington
Crittenden	Jefferson	Perry	White
Cross	Johnson	Phillips	Woodruff
			Yell

All that certain piece and parcel of land situated in the *Parish of Union, State of Louisiana*, described as follows:

(25278) That certain 25 foot square Lot out of the NW¼ of the SE¼ of Section 2, Township 22 North, Range 3 West, Union Parish,

Louisiana, containing 0.01 acre, more or less, and more particularly described in that certain lease dated June 14, 1975, executed by C. L. Nelson to Arkansas Louisiana Gas Company, which is recorded in Book 317, Registry No. 165626, of the Conveyance Records of Union Parish, Louisiana.

All those certain pieces and parcels of land situated in the *Parish of Webster, State of Louisiana*, described as follows:

(25224) That certain 15 foot by 30 foot Lot out of the NE¼ of the NE¼ of Section 36, Township 19 North, Range 10 West, Webster Parish, Louisiana, containing 0.01 acre, more or less, and more particularly described in that certain lease dated October 24, 1974, executed by Bernice R. DuMain to Arkansas Louisiana Gas Company, which is recorded in Book 440, Page 87, Registry No. 248325, of the Conveyance Records of Webster Parish, Louisiana.

(25232) The surface only of that certain 123 foot by 125 foot Lot out of the SW¼ of the NE¼, Section 36, Township 23 North, Range 11 West, Webster Parish, Louisiana, containing 0.33 acre, more or less, and more particularly described in that certain Cash Sale Deed dated December 11, 1974, executed by Wilburn A. Slack, et al to Arkansas Louisiana Gas Company, which is recorded in Book 440, Page 903, Registry No. 248913, of the Conveyance Records of Webster Parish, Louisiana.

(25236) That certain 8 foot square Lot out of the NE¼ of the NE¼ of Section 22, Township 17 North, Range 9 West, Webster Parish, Louisiana, containing 0.0015 acre, more or less, and more particularly described in that certain lease dated January 1, 1975, executed by Lloyd Reeves to Arkansas Louisiana Gas Company, which is recorded in Book 443, Page 615, Registry No. 249223, of the Conveyance Records of Webster Parish, Louisiana.

(25280) That certain 25 foot by 25 foot Lot out of the SW¼ of the NE¼ of Section 9, Township 17 North, Range 9 West, Webster Parish, Louisiana, containing 0.013 acre, more or less, and more particularly described in that certain surface lease dated May 10, 1975, executed by Lucille B. Felts, et al to Arkansas Louisiana Gas Company, which is recorded in Book 451, Page 8, under Registry No. 252514, of the Conveyance Records of Webster Parish, Louisiana. (Lease covers 7/8ths interest.)

(25281) That certain 25 foot by 25 foot Lot out of the SW¼ of the NE¼ of Section 9, Township 17 North, Range 9 West, Webster

Parish, Louisiana, containing 0.013 acre, more or less, and more particularly described in that certain surface lease dated June 17, 1975, executed by Beth F. Elkins to Arkansas Louisiana Gas Company, which is recorded in Book 451, Page 13, under Registry No. 252515, of the Conveyance Records of Webster Parish, Louisiana. (Lease covers 1/8th interest.)

All that certain piece and parcel of land situated in the *County of Blaine, State of Oklahoma*, described as follows:

(25238) That certain tract of land 50 feet by 50 feet located in the SE¼ SE¼ Section 13, Township 18 North, Range 12 West, Blaine County, Oklahoma, containing 0.0573 acre, more or less, and more particularly described in that certain lease dated December 30, 1974, executed by Agnes Boeckman to Arkansas Louisiana Gas Company, which is recorded in MS. Book 242, Page 377, of the Records of Blaine County, Oklahoma.

All those certain pieces and parcels of land situated in the *County of Caddo, State of Oklahoma*, described as follows:

(25257) That certain one acre Lot out of the SW/4 NE/4 of Section 9, Township 9 North, Range 11 West, Caddo County, Oklahoma, and more particularly described in that certain lease dated April 26, 1975, executed by D. C. Carey, et ux to Arkansas Louisiana Gas Company, which is recorded in Book 653, Page 187, of the Records of Caddo County, Oklahoma.

(25259) That certain 25 foot by 50 foot Lot out of the E/2 SE/4 Section 25, Township 10 North, Range 11 West, Caddo County, Oklahoma, containing 0.029 acre, more or less, and more particularly described in that certain lease dated May 10, 1975, executed by Joe H. Bowling, et ux to Arkansas Louisiana Gas Company, which is recorded in Book 654, Page 575, of the Records of Caddo County, Oklahoma.

All that certain piece and parcel of land situated in the *County of Comanche, State of Oklahoma*, described as follows:

(25248) That certain 0.97 acre Lot out of the SE/4 SW/4 Section 25, Township 2 North, Range 10 West, Comanche County, Oklahoma, and more particularly described in that certain lease dated March 19, 1975, executed by Earl E. Shriver, et ux to Arkansas Louisiana Gas Company, which is recorded in Book 886, Page 654, of the Records of Comanche County, Oklahoma.

All those certain pieces and parcels of land situated in the *County of Ellis, State of Oklahoma*, described as follows:

(25239) That certain tract of land 50 feet by 100 feet out of the NE¼ NE¼ Section 15, Township 21 North, Range 24 West, Ellis County, Oklahoma, containing 0.11 acre, more or less, and more particularly described in that certain lease dated January 25, 1975, executed by Dave A. Johnson, et al to Arkansas Louisiana Gas Company, which is recorded in MISC Book 265, Page 298-9, of the Records of Ellis County, Oklahoma.

(25240) That certain one acre Lot out of the SE¼ of Section 29, Township 21 North, Range 24 West, Ellis County, Oklahoma, containing 1.0 acre, more or less, and more particularly described in that certain lease dated January 25, 1975, executed by Irene Readnour to Arkansas Louisiana Gas Company, which is recorded in MISC Book 265, Pages 300-01, of the Records of Ellis County, Oklahoma.

(25274) That certain tract of land 50 feet by 100 feet out of the NE¼ NE¼ of Section 15, Township 21 North, Range 24 West, Ellis County, Oklahoma, containing 0.11 acre, more or less, and more particularly described in that certain lease dated June 12, 1975, executed by Dave A. Johnson, et al to Arkansas Louisiana Gas Company, which is recorded in Book 270, Page 157, of the Records of Ellis County, Oklahoma.

All those certain pieces and parcels of land situated in the *County of Garfield, State of Oklahoma*, described as follows:

(25222) That certain tract of land 200 feet by 200 feet in the S/2 SW/4 Section 8, Township 23 North, Range 5 West, Garfield County, Oklahoma, containing 0.918 acre, more or less, and more particularly described in that certain lease dated October 18, 1974, executed by Marguerite Elene Simmering to Arkansas Louisiana Gas Company, which is recorded in Book 508, Page 313, and re-recorded in Book 514, Page 430, of the Records of Garfield County, Oklahoma.

(25225) That certain tract of land 40 feet by 30 feet in the SE/4 SE/4 NE/4 Section 28, Township 24 North, Range 5 West, Garfield County, Oklahoma, and more particularly described in that certain lease dated October 23, 1974, executed by Euna Mae Sears to Arkansas Louisiana Gas Company, which is recorded in Book 509, Page 117, of the Records of Garfield County, Oklahoma.

(25242) That certain tract of land 50 feet by 50 feet beginning approximately 35 feet East and 50 feet North of the SWC of the NE/4

Section 25, Township 23 North, Range 4 West, Garfield County, Oklahoma; thence North 50 feet; thence East 50 feet; thence South 50 feet; thence West 50 feet to the point of beginning, as described in that certain lease dated January 23, 1975, executed by Leroy Meier, et ux to Arkansas Louisiana Gas Company, which is recorded in Book 515, Page 657, of the Records of Garfield County, Oklahoma.

All that certain piece and parcel of land situated in the *County of Greer, State of Oklahoma*, described as follows:

(25241) That certain tract of land 30 feet by 84 feet located in the SEC of the SE/4 Section 27, Township 6 North, Range 22 West, Greer County, Oklahoma, and more particulatly described in that certain lease dated January 24, 1975, executed by Edna R. Curtis to Arkansas Louisiana Gas Company, which is recorded in Vol. J 37, Page 472, of the Records of Greer County, Oklahoma.

All that certain piece and parcel of land situated in the *County of Kay, State of Oklahoma*, described as follows:

(25252) That certain 20 by 30 foot Lot in the NWC of the NE¼ of Section 21, Township 27 North, Range 1 West of I. M., to the City of Blackwell, Kay County, Oklahoma, and more particularly described in that certain lease dated March 14, 1975, executed by The Blackwell Industrial Authority to Arkansas Louisiana Gas Company, which is recorded in Book 59, Page 312, of the Records of Kay County, Oklahoma.

All that certain pieces and parcels of land situated in the *County of Latimer, State of Oklahoma*, described as follows:

(25255) That certain parcel of land, being the Southeast Corner of Lot 1, Block 2, Gowen, Latimer County, Okiahoma, and more particularly described in that certain lease dated November 7, 1945, executed by E. E. Pendleton to Tri Cities Gas Corporation, which is recorded in Book MISC. 15, Page 368, of the Records of Latimer County, Oklahoma, which was conveyed by Assignment, Conveyance and Bill of Sale dated March 1, 1975, from Midwest Energy Corporation (formerly Southwestern States Gas Company) to Arkansas Louisiana Gas Company, which is recorded in Book 147, Page 232, of the Records of Latimer County, Oklahoma.

(25284) That certain 35 foot by 30 foot Lot out of the N/2 of NE/4 of SW/4 of Section 17, Township 5 North, Range 19 East, Latimer County, Oklahoma, containing 0.02 acre, more or less, and more particularly described in that certain surface lease dated July 29, 1975,

executed by Fred Stovall, et ux to Arkansas Louisiana Gas Company, which is recorded in Book 148, Page 478, of the Records of Latimer County, Oklahoma.

All that certain piece and parcel of land situated in the *County of LeFlore, State of Oklahoma*, described as follows:

(25269) That certain one acre square Lot out of the SW¼ of the NW¼ of Section 23, Township 9 North, Range 26 East, LeFlore County, Oklahoma, and more particularly described in that certain surface lease dated June 4, 1975, executed by Robert R. McDonald, et ux to Arkansas Louisiana Gas Company, which is recorded in Book 634, Page 322, of the Records of LeFlore County, Oklahoma.

All those certain pieces and parcels of land situated in the *County of Pittsburg, State of Oklahoma*, described as follows:

(25253) The surface only in and to Lots 5, 6 and 7 and the East 15 feet of Lot 8, Block 77; the Easterly 1 foot of Lot 18 and all of Lot 19, Block 77; Lot 7, Block 79; Lot 8, Block 79, all in the City of Hartshorne, and the Easterly 52 feet of Lot 8, Block 199, North Addition to the City of Hartshorne, Pittsburg County, Oklahoma, and more particularly described in that certain General Warranty Deed dated March 1, 1975, from Midwest Energy Corporation (Formerly Southwestern States Gas Company) to Arkansas Louisiana Gas Company, which is recorded in Book 379, Page 167, of the Records of Pittsburg County, Oklahoma.

(25276) That certain 30 foot by 30 foot Lot out of Lot 4 of Section 7, Township 4 North, Range 17 East, Pittsburg County, Oklahoma, containing 0.02 acre, more or less, and more particularly described in that certain surface lease dated July 1, 1975, executed by Bobby Joe Dalpoas, et ux to Arkansas Louisiana Gas Company, which is recorded in Book 382, Page 491, of the Records of Pittsburg County, Oklahoma.

(25277) That certain one (1) acre square Lot out of the SE¼ of the SE¼ of Section 35, Township 7 North, Range 14 East, Pittsburg County, Oklahoma, and more particularly described in that certain lease dated June 30, 1975, executed by Ann Hutchings to Arkansas Louisiana Gas Company, which is recorded in Book 382, Page 490, of the Records of Pittsburg County, Oklahoma.

All that certain piece and parcel of land situated in the *County of Pontotoc, State of Oklahoma*, described as follows:

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(25283) That certain tract of land 12 feet by 12 feet located in the SE/4 SE/4 SE/4 of Section 28, Township 5 North, Range 6 East, Pontotoc County, Oklahoma, containing 0.003 acre, more or less, and more particularly described in that certain lease dated July 28, 1975, executed by Ellis M. Myers, et ux to Arkansas Louisiana Gas Company, which is recorded in Book 886, Page 299, of the Records of Pontotoc County, Oklahoma.

All those certain pieces and parcels of land situated in the *County of Stephens, State of Oklahoma*, described as follows:

(25233) That certain tract of land 40 feet by 30 feet located in the N/2 which is recorded in Book 1199, Page 286, of the Records of Stephens County, Oklahoma.

(25251) That certain 40 foot by 100 foot Lot located in the Southwest Corner of Lot 12, also described as the SW/4 SW/4 SW/4 Section 25, Township 2 North, Range 8 West, Stephens County, Oklahoma, containing 0.091 acre, more or less, and more particularly described in that certain lease dated April 11, 1975, executed by Ira Green, Administrator of the John M. Briscoe, Jr. Estate, to Arkansas Louisiana Gas Company, which is recorded in Book 1194, Page 566, of the Records of Stephens County, Oklahoma.

(25266) That certain tract of land 30 feet by 30 feet located in Lot 22, (being a part of the SW¼) Section 1, Township 1 North, Range 8 West I.M., Stephens County, Oklahoma, and more particularly described in that certain lease dated June 4, 1975, executed by J. T. Shelton, et al to Arkansas Louisiana Gas Company, N/2 NW/4 NE/4 of Section 19, Township 1 North, Range 7 West, Stephens County, Oklahoma, and more particularly described in that certain lease dated December 16, 1974, executed by Kathleen Brooks to Arkansas Louisiana Gas Company, which is recorded in Book 1187, Page 243, of the Records of Stephens County, Oklahoma.

All that certain piece and parcel of land situated in the *County of Woods, State of Oklahoma*, described as follows:

(25221) That certain tract of land 40 feet by 40 feet beginning at a point 1431 feet South and 1146 feet East of the NWC of the NW/4 Section 25, Township 27 North, Range 13 West, Woods County, Oklahoma; thence South a distance of 40 feet; thence West a distance of 40 feet; thence North a distance of 40 feet; thence East a distance of 40 feet to the point of beginning, containing 0.036 acre, more or less, and more particularly described in that certain lease dated October 9, 1974,

executed by Henry Kowell, et ux to Arkansas Louisiana Gas Company, which is recorded in Book 332, Page 44, of the Records of Woods County, Oklahoma.

All that certain piece and parcel of land situated in the *County of Bowie, State of Texas*, described as follows:

(25282) All that certain Lot, tract or parcel of land in the City of New Boston, Bowie County, Texas, being a part of Lot No. 7, and Lot No. 8 in Block No. 4 in Weaver's First Addition to the City of New Boston, Bowie County, Texas, being a part of the W. F. Thompson HRS as shown of record in Volume 204, Pages 16 and 17 of Bowie County, Texas, Plat Records, and more particularly described in that certain Warranty Deed dated June 20, 1975, executed by J. L. Higgins, et ux to Arkansas Louisiana Gas Company, which is recorded in Vol. 588, Page 799, of the Deed Records of Bowie County, Texas.

All that certain piece and parcel of land situated in the *County of Wood, State of Texas*, described as follows:

(25207) That certain 0.053 acre Lot out of Mrs. Artie Vickers 106.77 acre tract in the J. M. Moore Survey A-383, Wood County, Texas, and more particularly described in that certain surface lease dated June 25, 1974, executed by Morris G. Low to Arkansas Louisiana Gas Company, which is recorded in Vol. 684, Page 524, of the Deed Records of Wood County, Texas.

PART SECOND.

Oil, Gas and Mineral Leases and Mineral Interests.

The oil, gas and mineral leases and mineral interests hereinbelow listed; together with all wells and well equipment, buildings, meter stations, regulating equipment, separators, drips, pipelines, and generally all personal property placed or situated on the lands covered by the said leases and mineral interests to be used in producing or transporting oil or gas and owned by the Company, or the interest therein so owned, together with the right of ingress or egress upon, over and from the same for the purpose of drilling, producing and marketing oil, gas and other minerals. The said leases and said interests, granted by the persons indicated on the dates shown, and recorded in the public records of the county or parish in which are located the lands covered by the particular lease or conveyance of mineral interest, to all of which recordations reference is here made, are listed as follows:

CHENIERE CREEK FIELD *OUACHITA PARISH, LOUISIANA*

Lease No.	Date	Lessor	Recording Book	Recording Page	Registry No.
13592	8-11-59	Thomas Arthur Grantt, Jr.			452558
14118	5-24-54	Minnie Hendrix Berry, et al	548	377	
14119	6-2-54	Jimmy D. Berry	548	381	
14120	6-2-54	Ernie Berry Cline	548	385	
14121	6-2-54	Simmie Berry	549	675	

The above described oil and gas leases have been unitized with other lands and oil and gas leases of others for production of gas, as follows:

13606—Olinkraft #1—Texaco, Inc.—Olinkraft #1 comprises the East Half of Section 10 and the West Half of Section 11, all in Township 16 North, Range 3 East, Ouachita Parish, Louisiana. Arkansas Louisiana Gas Company owns approximately .062500 interest in the unit.

PART THIRD.

Pipelines and Distribution Plants.

PIPELINES.

All gas pipelines owned by Arkansas Louisiana Gas Company, together with all easements, servitudes, highway and road and river crossing permits, and all other rights, privileges, tenements, hereditaments and appurtenances belonging or in any wise appertaining to such pipelines in the State of Arkansas and particularly in the following counties, to-wit:

Arkansas	Dallas	Lafayette	Pike
Ashley	Desha	Lawrence	Poinsett
Benton	Drew	Lee	Pope
Bradley	Faulkner	Lincoln	Prairie
Calhoun	Franklin	Little River	Pulaski
Chicot	Garland	Logan	Saline
Clark	Grant	Lonoke	Scott
Cleburne	Greene	Miller	Sebastian
Cleveland	Hempstead	Mississippi	Sevier
Columbia	Hot Spring	Monroe	St. Francis
Conway	Howard	Montgomery	Union
Craighead	Independence	Nevada	Van Buren
Crawford	Jackson	Ouachita	Washington
Crittenden	Jefferson	Perry	White
Cross	Johnson	Phillips	Woodruff
			Yell

TRANSMISSION LINES.

Line ADM-3: A 4" line beginning at a point on Arkansas Louisiana Gas Company's Line AD located in the SE¼ of NW¼ of Section 4, Township 4 North, Range 6 East; thence in an Easterly direction through Section 4, Township 4 North, Range 6 East; a distance of .10 miles to a point of connection with Arkansas Louisiana Gas Company's Line #633 located in the SE¼ of the NW¼ of Section 4, Township 4 North, Range 6 East, all in Pontotoc County, Oklahoma and containing approximately: 511' of 4" Pipe.

Line ADT-8: An 8" line beginning at a point on Arkansas Louisiana Gas Company's Line ADM-2 located in the SE¼ of the SW¼ of Section 25, Township 2 North, Range 10 West; thence in an Easterly direction through Section 25, Township 2 North, Range 10 West; Sections 30, 29, 28, 27, 26 and 25, Township 2 North, Range 9 West; Sections 30, 29, 28, 27, 26, 25 and 36, Township 2 North, Range 8 West; a distance of 12.7 miles to Warren Petroleum Corporation's Duncan Plant located in the SW¼ of the SW¼ of Section 36, Township 2 North, Range 8 West, all in Stephens County, Oklahoma and containing approximately: 67,030' of 8" Pipe.

Line ADT-9: A 6" line beginning at a point on Cities Service Pipeline located in the SW¼ of the NW¼ of Section 17, Township 20 North, Range 23 West; thence in a Northwesterly direction through Sections 17, 18 and 7, Township 20 North, Range 23 West; Sections 12, 11, 2 and 3, Township 20 North, Range 24 West; Sections 34, 33 and 29, Township 21 North, Range 24 West; a distance of 6.87 miles to an Arkansas Louisiana Gas Company Dehydrator located in the SE¼ of the SE¼ of Section 29, Township 21 North, Range 24 West, all in Ellis County, Oklahoma and containing approximately: 36,266' of 6" Pipe.

Line ADT-10: A 6" line beginning at a point on Arkansas Louisiana Gas Company's Line ADT-4 located in the SW¼ of the SW¼ of Section 46, Houston and Great Northern R. R. Blk. A-2; thence in a Northerly direction through Sections 46, 51, 66 and 71, Houston and Great Northern R. R. Blk. A-2, Section 15, G. W. Arrington Survey; Sections 6 and 19, I. & G. N. R R. Blk. 1; a distance of 6.16 miles to an Arkansas Louisiana Gas Company Dehydrator located in the SW¼ of the NW¼ of Section 19, I. & G. N. R. R. Blk. 1, all in Hemphill County, Texas and containing approximately: 32,536' of 6" Pipe.

Line ADT-11: A 6" line beginning at a point on an Arkansas Louisiana Gas Company Dehydrator located in the SW¼ of the NE¼ of Section 9, Township 9 North, Range 11 West; thence in a Northeasterly direction through Sections 9, 4, 3 and 2, Township 9 North, Range 11 West, Sections

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35, 36 and 25, Township 10 North, Range 11 West; a distance of 4.56 miles to a point of connection on Line AD located in the SE¼ of the NE¼ of Section 25, Township 10 North, Range 11 West, all in Caddo County, Oklahoma and containing approximately: 24,064' of 6" Pipe.

LOOP LINES.

Line AD-44: A 3" line beginning at a point on Arkansas Louisiana Gas Company's Line AD-41 located in the SW¼ of the SW¼ of Section 39, H: & G. N. R. R. Survey, Blk. A-2; thence in a Southeasterly direction through Section 39, H. & G. N. R. R. Survey, Blk. A-2; a distance of .008 miles to the Hamon, Locke Cattle # 5 Well located in the SE¼ of the SE¼ of Section 39, H. & G. N. R. R. Survey, Blk. A-2, all in Hemphill County, Texas and containing approximately: 40' of 3" Pipe.

Line AD-44-A: A 3" line beginning at a point on Arkansas Louisiana Gas Company's Line AD-41-A located in the SW¼ of the SW¼ of Section 39, H. & G. N. R. R. Survey, Blk. A-2; thence in a Southeasterly direction through Section 39, H. & G. N. R. R. Survey, Blk. A-2; a distance of .01 miles to the Hamon, Locke Cattle #5 Well located in the SE¼ of the SE¼ of Section 39, H. & G. N. R. R. Survey, Blk. A-2, all in Hemphill County, Texas and containing approximately: 59' of 3" Pipe.

Line AD-45: A 3" line beginning at a point on Arkansas Louisiana Gas Company's Line AD-41 located in Section 17, D. Kivlehen Survey, Blk. 44; thence in a Northwesterly direction through Section 17, D. Kivlehen Survey, Blk 44, Section 8, H. & G. N. R. R. Survey, Blk. M-2; a distance of .34 miles to the Kerr-McGee, McCoy #2 Well located in Section 8, T. & G. N. R. R. Survey, Blk. M-2, all in Roberts County, Texas and containing approximately: 1,818' of 3" Pipe.

Line AD-45-A: A 3" line beginning at a point on Arkansas Louisiana Gas Company's Line AD-41-A located in Section 17, D. Kivlehen Survey, Blk. 44; thence in a Northwesterly direction through Section 17, D. Kivlehen Survey, Blk. 44, Section 8, H. & G. N. R. R. Survey, Blk. M-2; a distance of .34 miles to the Kerr-McGee, McCoy #2 Well located in Section 8, H. & G. N. R. R. Survey, Blk. M-2, all in Roberts County, Texas and containing approximately: 1,805' of 3" Pipe.

Line AD-46: A 4" line beginning at a Arkansas Louisiana Gas Company Dehydrator located in the SW¼ of the NE¼ of Section 4, Township 14 North, Range 17 West; thence in an Easterly direction through Sections 4 and 3, Township 14 North, Range 17 West; a distance of .55 miles to the Arkla Exploration Company, Klein #1-3 Well located in the SE¼ of the

NW¼ of Section 3, Township 14 North, Range 17 West, all in Custer County, Oklahoma and containing approximately: 2,900' of 4" Pipe.

Line AD-48: A 4" line beginning at a point from an Arkansas Louisiana Gas Company's Dehydrator located in the SE¼ of the SE¼ of Section 29, Township 21 North, Range 24 West; thence in a Northwesterly direction through Sections 29, 30 and 19, Township 21 North, Range 24 West; Sections 24, 13, 14, 15, 16, 17 and 18, Township 21 North, Range 25 West; Section 13, Township 21 North, Range 26 West; a distance of 8.71 miles to the Arkla Exploration Company, Schollenbarger #1 Well located in the center of the SE¼ of Section 13, Township 21 North, Range 26 West, all in Ellis County, Oklahoma and containing approximately: 45,991' of 4" Pipe.

Line AD-49: A 4" line beginning at a point on Arkansas Louisiana Gas Company's Line AD-48 located in SE¼ of the SE¼ of Section 29, Township 21 North, Range 24 West; thence in a Westerly direction through Section 29, Township 21 North, Range 24 West; a distance of .04 miles to the Arkla Exploration Company, Readnour #1 Well located in the center of the SE¼ of Section 29, Township 21 North, Range 24 West, all in Ellis County, Oklahoma and containing approximately: 203' of 4" Pipe.

Line AD-50: A 4" line beginning at a point on Arkansas Louisiana Gas Company's Line AD-48 located in the SE¼ of the SW¼ of Section 15, Township 21 North, Range 25 West; thence in a Northerly direction through Section 15, Township 21 North, Range 25 West; a distance of .32 miles to the Arkla Exploration Company, Walton #1 Well located in the NE¼ of the SW¼ of Section 15, Township 21 North, Range 25 West, all in Ellis County, Oklahoma and containing approximately: 1,686' of 4" Pipe.

Line AD-51: A 4" line beginning at a point on Arkansas Louisiana Gas Company's Line AD-48 located in the SE¼ of the SW¼ of Section 18, Township 21 North, Range 25 West; thence in a Northwesterly direction through Section 18, Township 21 North, Range 25 West; a distance of .08 miles to the Arkla Exploration Company, Winsett-Fulton #1 Well located in the NE¼ of the SW¼ of Section 18, Township 21 North, Range 25 West, all in Ellis County, Oklahoma and containing approximately: 434' of 4" Pipe.

Line AD-52: A 4" line beginning at a point on Arkansas Louisiana Gas Company's Line ADT-9 located in the SE¼ of the SE¼ of Section 29, Township 21 North, Range 24 West; thence in a Northeasterly direction through Sections 29, 28, 21, 22, 15, 14 and 11, Township 21 North, Range 24 West; a distance of 4.62 miles to the Arkla Exploration Company, Jones #1-11 Well located in the SW¼ of the NE¼ of Section 11, Township 21

North, Range 24 West, all in Ellis County, Oklahoma and containing approximately: 24,386' of 4" Pipe.

Line AD-53: A 4" line beginning at a point on Arkansas Louisiana Gas Company's Line AD-52 located in the NW¼ of the NE¼ of Section 11, Township 21 North, Range 24 West; thence in a Northeasterly direction through Sections 11, 2 and 1, Township 21 North, Range 24 West and Section 36, Township 22 North, Range 24 West; a distance of 1.69 miles to the Pengo, State #1 Well located in the NE¼ of the SW¼ of Section 36, Township 22 North, Range 24 West, all in Ellis County, Oklahoma and containing approximately: 8,897' of 4" Pipe.

Line AD-55: A 4" line beginning at a point on Arkansas Louisiana Gas Company's Line AD-52 located in the NW¼ of the NE¼ of Section 11, Township 21 North, Range 24 West; thence in an Easterly direction through Sections 11, 12 and 1, Township 21 North, Range 24 West; a distance of 1.34 miles to the Pengo, Jones #1 Well located in the NW¼ of the SE¼ of Section 1, Township 21 North, Range 24 West, all in Ellis County, Oklahoma and containing approximately: 7,094' of 4" Pipe.

Line AD-57: A 4" line beginning at a point on Arkansas Louisiana Gas Company's Line ADT-11 located in the SW¼ of the NE¼ of Section 9, Township 9 North, Range 11 West; thence in Southerly direction through Sections 9, 16 and 21, Township 9 North, Range 11 West; a distance of 1.94 miles to the Arkla, Clancy #1 Well located in the NW¼ of the NE¼ of Section 21, Township 9 North, Range 11 West, all in Caddo County, Oklahoma and containing approximately: 10,237' of 4" Pipe.

Line AD-59: A 4" line beginning at a point on Arkansas Louisiana Gas Company's Line AD located in the NW¼ of the SW¼ of Section 27, Township 5 North, Range 1 East; thence in a Southerly direction through Sections 27 and 33, Township 5 North, Range 1 East; to a point in the line between McClain County, Oklahoma and Garvin County, Oklahoma a distance of 1.57 miles all in McClain County, Oklahoma and containing approximately: 8,280' of 4" Pipe.

Thence continuing as a 4" line through Sections 4, 5, 8, 9, 17, 20, 29 and 32, Township 4 North, Range 1 East and Section 5, Township 3 North, Range 1 East; a distance of 7.04 miles to the W. J. O'Conner, Thompson #1 Well located in the SW¼ of the SE¼ of Section 5, Township 3 North, Range 1 East, all in Garvin County, Oklahoma and containing approximately: 37,193' of 4" Pipe.

Line AD-60: A 4" line beginning at a point on Arkansas Louisiana Gas Company's Line ADT-11 located in the SW¼ of the NE¼ of Section 9,

Township 9 North, Range 11 West; thence in a Northeasterly direction through Section 9, Township 9 North, Range 11 West; a distance of .08 miles to the A.E.C., Carey #1 Well located in the SW¼ of the NE¼ of Section 9 North, Range 11 West, all in Caddo County, Oklahoma and containing approximately 404' of 4" Pipe.

Line ADW-2213: An 8" line beginning at a point on Arkansas Louisiana Gas Company's Line ADT-3 located in Section 6, Block E; thence in Southwesterly direction through Section 6, Block E, Sections 5, 4 and 3, Brooks & Burleson Survey, Blk. 5, Section 1, C. & M. R. R. Co. Survey, T. James Survey, Sections 49, 50 and 51, H. & G. N. R. R. Co. Survey, Blk. A-3; a distance of 3.45 miles to the Arkla Exploration Company, Reed #1-31 Well, in Section 31, H. & G. N. R. R. Co. Survey, Blk. A-3, all in Wheeler County, Texas and containing approximately: 28,222' of 8" Pipe.

Line G-1: A 3" line beginning at a point on Arkansas Louisiana Gas Company's Line #-2 located in the SW¼ of the NW¼ of Section 15, Township 12 North, Range 21 West; thence in a Southerly direction through Section 15, Township 12 North, Range 21 West; to a point in the line between Roger Mills County, Oklahoma and Beckham County, Oklahoma; a distance of .58 miles, all in Roger Mills County, Oklahoma and containing approximately: 3,060' of 3" Pipe.

Thence continuing as a 3" line through Section 22, Township 12 North, Range 21 West; a distance of 1.03 miles to the G. H. K. #1-22 Farrar Well located in the SW¼ of the SW¼ of Section 22, Township 12 North, Range 21 West, all in Beckham County, Oklahoma and containing approximately: 5,440' of 3" Pipe.

Line D-5: A 3" line beginning at a point on Arkansas Louisiana Gas Company's Line C-111 located in the NW¼ of the NE¼ of Section 22, Township 1 North, Range 7 West; thence in a Southerly direction through Section 22, Township 1 North, Range 7 West; a distance of .23 miles to the Tesoro Petroleum Corporation, Caldwell #22-A Well located in the SW¼ of the NE¼ of Section 22, Township 1 North, Range 7 West, all in Stephens County, Oklahoma and containing approximately: 1,189' of 3" Pipe.

Line D-6: A 2" line beginning at a point on Arkansas Louisiana Gas Company's Line C-111 located in the NW¼ of the NE¼ of Section 22, Township 1 North, Range 7 West; thence in a Northerly direction through Sections 22 and 15, Township 1 North, Range 7 West; a distance of .24 miles to the Tesoro Petroleum Corporation, Caldwell #22-A Well located in the center of SE¼ of Section 15, Township 1 North, Range 7 West, all in Stephens County, Oklahoma and containing approximately: 1,277' of 2" Pipe.

Line D-7: A 3" line beginning at a point on Arkansas Louisiana Gas Company's Line D-1 located in the NW¼ of the NW¼ of Section 31, Township 1 North, Range 7 West; thence in a Southerly direction thru Section 31, Township 1 North, Range 7 West; a distance of .08 miles to the L. E. Jones, Whisenant #2 Well located in the NW¼ of the NW¼ of Section 31, Township 1 North, Range 7 West, all in Stephens County, Oklahoma and containing approximately: 396' of 3" Pipe.

Line F-401: A 2" line beginning at a point on Arkansas Louisiana Gas Company's Line FT-11 located in the NW¼ of the SW¼ of Section 26, Township 18 North, Range 2 East; thence in a Northeasterly direction through Section 26, Township 18 North, Range 2 East; a distance of .64 miles to the Franks Petroleum Company, Sanford #1 Well located in the SE¼ of the NW¼ of Section 26, Township 18 North, Range 2 East, all in Ouachita Parish, Louisiana and containing approximately: 3,355' of 2" Pipe.

Line F-402: A 2" line beginning at a point on Arkansas Louisiana Gas Company's Line F-333 located in the John Lowe Survey; thence in a Northerly direction through the John Lowe Survey and the Peter Teal A-715 Survey; a distance of .77 miles to the Goldsmith, Anita Bookout #1 Well located in the Peter Teal A-715 Survey, all in Harrison County, Texas and containing approximately: 4,072' of 2" Pipe.

Line F-403: A 3" line beginning at a point on Arkansas Louisiana Gas Company's Line F-236 located in the NE¼ of NW¼ of Section 5, Township 17 North, Range 7 West; thence in a Northerly direction through Section 5, Township 17 North, Range 7 West; and Section 32, Township 18 North, Range 7 West; a distance of .40 miles to the Phillips Petroleum Company, Ouzts #A-2 Survey, all in Bienville Parish, Louisiana and containing approximately: 2,130' of 3" Pipe.

Line F-404: A 4" line beginning at a point on Arkansas Louisiana Gas Company's Line F-394 located in the John J. Hooper A-201 Survey; thence in a Southerly direction through the John J. Hooper A-201 Survey, Maria F. Flores A-2 Survey; a distance of .59 miles to the McBee Indian Rock Gas Unit #1 Well located in the Maria F. Flores A-2 Survey, all in Upshur County, Texas and containing approximately: 3,099' of 4" Pipe.

Line F-405: A 2" line beginning at a point on Arkansas Louisiana Gas Company's Line FT-11 located in the NW¼ of the SW¼ of Section 26, Township 18 North, Range 2 East; thence in a Westerly direction through Sections 26 and 27, Township 18 North, Range 2 East; a distance of .52 miles to the C. H. C. Gerard, Calloway #1 Well located in the NW¼ of the

SE¼ of Section 27, Township 18 North, Range 2 East, all in Ouachita Parish, Louisiana and containing approximately: 2,729' of 2" Pipe.

Line F-406: A 3" line beginning at a point on Arkansas Louisiana Gas Company's Line F-202 located in the SE¼ of the SE¼ of Section 12, Township 17 North, Range 16 West; thence in a Southeasterly direction through Section 12, Township 17 North, Range 16 West, Sections 7 and 18, Township 17 North, Range 15 West; a distance of 1.1 miles to the Marathon, S. L. Herold #1 Well located in the NW¼ of the SE¼ of Section 18, Township 17 North, Range 15 West, all in Caddo Parish, Louisiana and containing approximately: 5,826' of 3" Pipe.

Line F-407: A 3" line beginning at a point on Arkansas Louisiana Gas Company's Line F-71 located in the NE¼ of the SW¼ of Section 31, Township 19 North, Range 16 West; thence in a Northwesterly direction through Section 31, Township 19 North, Range 16 West; to a point in the line between Caddo Parish, Louisiana and Harrison County, Texas a distance of .03 miles all in Caddo Parish, Louisiana and containing approximately: 172' of 3" Pipe.

Thence continuing as a 3" line through the John McMillan A-486 Survey, William D. Perry A-565 Survey and the John W. Croft A-179 Survey; a distance of 2.14 miles to the Vaughn Petroleum Inc., Queenie Dean #1 Well located in the John W. Croft A-179 Survey, all in Harrison County, Texas and containing approximately: 11,305' of 3" Pipe.

Line F-408: A 4" line beginning at a point on Arkansas Louisiana Gas Company's Line F-233 located in the NW¼ of the SE¼ of Section 19, Township 18 North, Range 8 West; thence in a Northeasterly direction through Section 19, Township 18 North, Range 8 West; a distance of .06 miles to the R. B. Nelson, White #1 Well located in the NW¼ of the SE¼ of Section 19, Township 18 North, Range 8 West, all in Webster Parish, Louisiana and containing approximately: 300' of 4" Pipe.

Line F-409: A 4" line beginning at a point on Arkansas Louisiana Gas Company's Line F-152 located in the NE¼ of the NW¼ of Section 30, Township 18 North, Range 8 West; thence in a Northwesterly direction through Section 30, Township 18 North, Range 8 West; a distance of .15 miles to the R. B. Nelson, Coussons #1 Well located in the NW¼ of the NW¼ of Section 30, Township 18 North, Range 8 West, all in Webster Parish, Louisiana and containing approximately 779' of 4" Pipe.

Line F-410: A 4" line beginning at a point on Arkansas Louisiana Gas Company's Line FW-697-B located in the SW¼ of the SW¼ of Section 8, Township 17 North, Range 11 West; thence in a Westerly direction through

Sections 8 and 7, Township 17 North, Range 11 West; a distance of .08 miles to a point of connection on Line F-138 located in the SE¼ of the SE¼ of Section 7, Township 17 North, Range 11 West, all in Bossier Parish, Louisiana and containing approximately: 423' of 4" Pipe.

Line F-411: A 4" line beginning at a point on Arkansas Louisiana Gas Company's Line F-244 located in the NW¼ of the SE¼ of Section 32, Township 19 North, Range 7 West; thence in a Westerly direction through Section 32, Township 19 North, Range 7 West; a distance of .31 miles to the Bayou Land & Mineral Co., #1 Wright, et al Well located in the NE¼ of the SW¼ of Section 32, Township 19 North, Range 7 West, all in Claiborne Parish, Louisiana and containing approximately: 1,650' of 4" Pipe.

Line F-412: A 3" line beginning at a point on Arkansas Louisiana Gas Company's Line FT-11 located in the NW¼ of the NW¼ of Section 35, Township 18 North, Range 2 East; thence in an Easterly direction through Section 35, Township 18 North, Range 2 East; a distance of .55 miles to the Gerard Sanford #1 Well located in the NE¼ of the NE¼ of Section 35, Township 18 North, Range 2 East, all in Ouachita Parish, Louisiana and containing approximately: 2,883' of 3" Pipe.

Line F-413: A 2" line beginning at a point on Arkansas Louisiana Gas Company's Line F-412 located in the NE¼ of the NE¼ of Section 35, Township 18 North, Range 2 East; thence in an Easterly direction through Sections 35 and 36, Township 18 North, Range 2 East; a distance of 1.19 miles to the Tensas Delta, Browder #1 Well located in the NE¼ of the NE¼ of Section 36, Township 18 North, Range 2 East, all in Ouachita Parish, Louisiana and containing approximately: 6,307' of 2" Pipe.

Line FW-2224: A 4" line beginning at a point on Arkansas Louisiana Gas Company's Line FW-2152 located in the T. D. Wilson A-778 Survey; thence in a Northerly direction through the T. D. Wilson A-778 Survey; and the J. L. White A-784 Survey; a distance of .62 miles to the Arkla Exploration Company, Fields Issacs #2 Well located in the J. L. White A-784 Survey, all in Harrison County, Texas and containing approximately: 3,274' of 4" Pipe.

Line FW-2225: A 4" line beginning at a point on Arkansas Louisiana Gas Company's Line FW-2152 located in the T. D. Wilson A-778 Survey; thence in a Northwesterly direction through the T. D. Wilson A-778 Survey, B. Long A-418 Survey and the Simpson Holloway A-295 Survey a distance of .65 miles to the Arkansas Louisiana Gas Company, Howell #2 Well located in the Simpson Holloway A-295 Survey, all in Harrison County, Texas and containing approximately: 3,430' of 4" Pipe.

Line FW-2228: A 4" line beginning at a point on Arkansas Louisiana Gas Company's Line FW-766 located in the S. J. Dickerson A-222 Survey; thence in a Northwesterly direction through the S. J. Dickerson A-222 Survey and the B. Long A-418 Survey; a distance of .68 miles to the Arkansas Louisiana Gas Company, Scott #2 Well located in the B. Long A-418 Survey, all in Harrison County, Texas and containing approximately: 3,606' of 4" Pipe.

Line FW-2253: A 4" line beginning at a point on Arkansas Louisiana Gas Company's Line FW-2308 located in the W. H. Adams A-54 Survey; thence in a Westerly direction through the W. H. Adams A-54 Survey; a distance of .04 miles to the Arkansas Louisiana Gas Company, James Davis, Jr. #2 Well located in the W. H. Adams A-54 Survey, all in Harrison County, Texas and containing approximately: 195' of 4" Pipe.

Line FW-2257: A 4" line beginning at a point on Arkansas Louisiana Gas Company's Line FW-2160 located in the NW¼ of the NW¼ of Section 10, Township 16 North, Range 3 East; thence in a Southeasterly direction through Section 10, Township 16 North, Range 3 East; a distance of .05 miles to the Arkansas Louisiana Gas Company, Olinkraft #3 Well located in the NW¼ of the NW¼ of Section 10, Township 16 North, Range 3 East, all in Ouachita Parish, Louisiana and containing approximately: 252' of 4" Pipe.

Line FW-2308: A 4" line beginning at a point on Arkansas Louisiana Gas Company's Line F-103 located in the J. J. Blair Survey; thence in a Northerly direction through the J. J. Blair Survey, the W. H. Adams A-54 Survey and the J. Adams A-59 Survey; a distance of 1.63 miles to the Arkansas Louisiana Gas Company, Davis Unit B-1, #26 Well located in the J. Adams A-59 Survey, all in Harrison County, Texas and containing approximately: 8,623' of 4" Pipe.

Line L-30: A 3" line beginning at a point on Arkansas Louisiana Gas Company's Line L-29 located in the NE¼ of the NW¼ of Section 7, Township 18 North, Range 8 West; thence in a Southwesterly direction through Section 7, Township 18 North, Range 8 West, and Section 12, Township 18 North, Range 9 West; a distance of .71 miles to the Arkansas Western Production Company, Choate #1 Well located in the SW¼ of the NE¼ of Section 12, Township 18 North, Range 9 West, all in Kingfisher County, Oklahoma and containing approximately: 3,764' of 3" Pipe.

Line L-163: A 2" line beginning at a point on Arkansas Louisiana Gas Company's Line L-138 located in the SE¼ of the SW¼ of Section 33, Township 23 North, Range 6 West; thence in a Southerly direction through Section 33, Township 23 North, Range 6 West, and Section 4, Township 22

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North, Range 6 West; a distance of .33 miles to the Petro Lewis Funds, Tigner "A" 4-1 Well located in the NE¼ of the NW¼ of Section 4, Township 22 North, Range 6 West, all in Claiborne Parish, Louisiana and containing approximately: 1,751' of 2" Pipe.

Line N-5: A 2" line beginning at a point on Arkansas Louisiana Gas Company's Line 11-3 located in the NW¼ of the NW¼ of Section 34, Township 2 North, Range 9 West; thence in a Southerly direction through Section 34, Township 2 North, Range 9 West, Sections 3 and 10, Township 1 North, Range 9 West; a distance of 2.50 miles to the Jerry L. Putnam Central Point Connection located in the NW¼ of the SW¼ of Section 10, Township 1 North, Range 9 West, all in Stephens County, Oklahoma and containing approximately: 13,223' of 2" Pipe.

Line N-121: A 2" line beginning at a point on Arkansas Louisiana Gas Company's Line N-84 located in the NW¼ of the NE¼ of Section 5, Township 13 North, Range 15 West; thence in a Southeasterly direction through Sections 5 and 4, Township 13 North, Range 15 West; a distance of .92 miles to the Crystal Oil Company, Yarbrough #1 Well located in the NE¼ of the SW¼ of Section 4, Township 13 North, Range 15 West, all in DeSoto Parish, Louisiana and containing approximately: 4,846' of 2" Pipe.

Line N-122: A 2" line beginning at a point on Cleco's 6" pipeline located in the NW¼ of the NW¼ of Section 18, Township 13 North, Range 13 West; thence in a Westerly direction through Section 18, Township 13 North, Range 13 West, and Section 13, Township 13 North, Range 14 West; a distance of .66 miles to the Norris, Rogers #1 Well located in the NE¼ of the NW¼ of Section 13, Township 13 North, Range 14 West, all in DeSoto Parish, Louisiana and containing approximately: 3,467' of 2" Pipe.

Line 0-551: A 4" line beginning at a point on Arkansas Louisiana Gas Company's Line 0-528 located in the NE¼ of the NE¼ of Section 14, Township 4 North, Range 16 East; thence in a Westerly direction through Section 14, Township 4 North, Range 16 East; a distance of .71 miles to the Marathon, Needham #1-14 Well located in the SE¼ of the NW¼ of Section 14, Township 4 North, Range 16 East, all in Pittsburg County, Oklahoma and containing approximately: 3,755' of 4" Pipe.

Line 0-552: A 3" line beginning at a point on Arkansas Louisiana Gas Company's Line 0-352 located in the NW¼ of the NW¼ of Section 2, Township 7 North, Range 26 East; thence in a Northerly direction through Section 2, Township 7 North, Range 26 East, and Section 35, Township 8 North, Range 26 East; a distance of .91 miles to the Cotton Petroleum Company, Needham #A-2 Well located in the SE¼ of the NW¼ of Section 35,

Township 8 North, Range 26 East, all in LeFlore County, Oklahoma and containing approximately: 4,829' of 3" Pipe.

Line 0-553: A 4" line beginning at a point on Arkansas Louisiana Gas Company's Line 0-528 located in the NW¼ of the SE¼ of Section 11, Township 4 North, Range 16 East; thence in a Northerly direction through Sections 11 and 2, Township 4 North, Range 16 East; a distance of .89 miles to the Marathon Oil Company, Madden #1-2 Well located in the NW¼ of the SE¼ of Section 2, Township 4 North, Range 16 East, all in Pittsburg County, Oklahoma and containing approximately: 4,675' of 4" Pipe.

Line 0-554: A 3" line beginning at a point on Arkansas Louisiana Gas Company's Dehydrator located in the SE¼ of the SE¼ of Section 25, Township 8 North, Range 26 East; thence in an Easterly direction through Section 25, Township 8 North, Range 26 East, and Section 30, Township 8 North, Range 27 East; a distance of .80 miles to the Headington, Farrah #1 Well located in the SW¼ of the SW¼ of Section 30, Township 8 North, Range 27 East, all in LeFlore County, Oklahoma and containing approximately: 4,200' of 3" Pipe.

Line 0-555: A 4" line beginning at a point on Arkansas Louisiana Gas Company's Line 0-150 located in the SE¼ of the SW¼ of Section 9, Township 6 North, Range 21 East; thence in a Westerly direction through Sections 9 and 8, Township 6 North, Range 21 East; a distance of .81 miles to the Coquina Oil Corporation, Martin #1 Well located in the NW¼ of the SE¼ of Section 8, Township 6 North, Range 21 East, all in Latimer County, Oklahoma and containing approximately: 4,272' of 4" Pipe.

Line 0-556: A 3" line beginning at a point on Arkansas Louisiana Gas Company's Line 0-371 located in the SW¼ of the NE¼ of Section 31, Township 11 North, Range 27 East; thence in a Southeasterly direction through Section 31, Township 11 North, Range 27 East; a distance of .11 miles to the J. Lee Youngblood, Wyly #1 Well located in the center S/2 of NE¼ of Section 31, Township 11 North, Range 27 East, all in Sequoyah County, Oklahoma and containing approximately: 600' of 3" Pipe.

Line 0-557: A 3" line beginning at a point on Arkansas Louisiana Gas Company's Line 0-205 located in the SW¼ of the NE¼ of Section 17, Township 8 North, Range 22 East; thence in a Southwesterly direction through Sections 17 and 18, Township 8 North, Range 22 East; a distance of .96 miles to the Calvert, Hightower #1 Well located in the SE¼ of the SE¼ of Section 18, Township 8 North, Range 22 East, all in Haskell County, Oklahoma and containing approximately: 5,071' of 3" Pipe.

Line 0-558: A 3" line beginning at a point on Arkansas Louisiana Gas Company's Line "0" located in the SW¼ of the NE¼ of Section 15, Township 4 North, Range 16 East; thence in a Northerly direction through Section 15, Township 4 North, Range 16 East; a distance of .09 miles to the Marathon Oil Company, Lynn #1 Well located in the SW¼ of the NE¼ of Section 15, Township 4 North, Range 16 East, all in Pittsburg County, Oklahoma and containing approximately: 500' of 3" Pipe.

Line 0-559: A 3" line beginning at a point on Arkansas Louisiana Gas Company's Line 0-264 located in the SE¼ of the SW¼ of Section 21, Township 5 North, Range 12 East; thence in a Westerly direction through Sections 21, 20 and 19, Township 5 North, Range 12 East; a distance of 1.80 miles to the Terra Resources, Vandeveer #1 Well located in the NW¼ of the NE¼ of Section 19, Township 5 North, Range 12 East, all in Pittsburg County, Oklahoma and containing approximately: 9,521' of 3" Pipe.

Line 0-560: A 3" line beginning at a point on Arkansas Louisiana Gas Company's Line 0-167 located in the NE¼ of the SW¼ of Section 9, Township 8 North, Range 22 East; thence in a Northeasterly direction through Sections 9, 4 and 3, Township 8 North, Range 22 East; a distance of 1.13 miles to the Potts Stephenson, Shaw #A-1 Well located in the SW¼ of the SW¼ of Section 3, Township 8 North, Range 22 East, all in Haskell County, Oklahoma and containing approximately: 5,989' of 3" Pipe.

Line 0-561: A 2" line beginning at a point on Arkansas Louisiana Gas Company's Line 0-557 located in the SE¼ of the SE¼ of Section 18, Township 8 North, Range 22 East; thence in a Southerly direction through Sections 18 and 19, Township 8 North, Range 22 East; a distance of .25 miles to the Resources Investment Corporation, #1 Hightower Well located in the NE¼ of the NE¼ of Section 19, Township 8 North, Range 22 East, all in Haskell County, Oklahoma and containing approximately: 1,300' of 2" Pipe.

Line 0-562: A 3" line beginning at a point on Arkansas Louisiana Gas Company's Line 0-474 located in the SW¼ of the NW¼ of Section 18, Township 7 North, Range 15 East; thence in an Easterly direction through Sections 18 and 17, Township 7 North, Range 15 East; a distance of 1.29 miles to the Jones and Pellow, Hamilton #1 Well located in the NE¼ of the SW¼ of Section 17, Township 7 North, Range 15 East, all in Pittsburg County, Oklahoma and containing approximately: 6,799' of 3" Pipe.

Line 0-563: A 4" line beginning at a point on Arkansas Louisiana Gas Company's Line 0-340 located in the NW¼ of the SE¼ of Section 21, Township 10 North, Range 27 East; thence in a Southeasterly direction through Sections 21, 28 and 27, Township 10 North, Range 27 East; a distance of

1.04 miles to the Cheyenne Petroleum Corporation, Kerr Estate #1-27 Well located in the SW¼ of the NW¼ of Section 27, Township 10 North, Range 27 East, all in LeFlore County, Oklahoma and containing approximately: 5,504' of 4" Pipe.

Line 0-564: A 3" line beginning at a point on Arkansas Louisiana Gas Company's Line 0-484 located in the NE¼ of the SW¼ of Section 28, Township 11 North, Range 27 East; thence in a Southerly direction through Sections 28 and 33, Township 11 North, Range 27 East; a distance of .51 miles to the Mobil Oil Corporation, Katherine Brady Unit #1 Well located in the NE¼ of the NW¼ of Section 33, Township 11 North, Range 27 East, all in Sequoyah County, Oklahoma and containing approximately: 2,685' of 3" Pipe.

Line 0-565: A 3" line beginning at a point on Arkansas Louisiana Gas Company's Line 0-467 located in the NE¼ of the NW¼ of Section 7, Township 8 North, Range 25 East; thence in a Northwesterly direction through Sections 7 and 6, Township 8 North, Range 25 East, and Section 1, Township 8 North, Range 24 East; a distance of .67 miles to the Mustang Fuel, Truman #1 Well located in the center of the SE¼ of Section 1, Township 8 North, Range 24 East, all in LeFlore County, Oklahoma and containing approximately: 3,550' of 3" Pipe.

Line 0-566: A 3" line beginning at a point on Arkansas Louisiana Gas Company's Line 0-285 located in the NW¼ of the SE¼ of Section 32, Township 9 North, Range 27 East; thence in a Southerly direction through Section 32, Township 9 North, Range 27 East, and Sections 4 and 5, Township 8 North, Range 27 East; a distance of 1.06 miles to the Diamond Shamrock, Sweetan #1-5 Well located in the NW¼ of the SE¼ of Section 5, Township 8 North, Range 27 East, all in LeFlore County, Oklahoma and containing approximately: 5,623' of 3" Pipe.

Line 0-567: A 3" line beginning at a point on Arkansas Louisiana Gas Company's Line 0-566 located in the NW¼ of the SE¼ of Section 5, Township 8 North, Range 27 East; thence in a Southerly direction through Sections 5 and 8, Township 8 North, Range 27 East; a distance of .52 miles to the Diamond Shamrock, Dean Bustin #1 Well located in the NE¼ of the NE¼ of Section 8, Township 8 North, Range 27 East, all in LeFlore County, Oklahoma and containing approximately: 2,730' of 3" Pipe.

Line 0-568: A 2" line beginning at a point on Arkansas Louisiana Gas Company's Line 0-344 located in the NW¼ of the NE¼ of Section 17, Township 10 North, Range 27 East; thence in an Easterly direction through Section 17, Township 10 North, Range 27 East; a distance of .03 miles to the Headington, Cobb #1 Well located in the NW¼ of the NE¼ of Section 17,

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Township 10 North, Range 27 East, all in LeFlore County, Oklahoma and containing approximately: 150' of 2" Pipe.

Line 0-569: A 3" line beginning at a point on Arkansas Louisiana Gas Company's Line 0-304 located in the SE¼ of the NE¼ of Section 6, Township 7 North, Range 26 East; thence in an Easterly direction through Sections 6 and 5, Township 7 North, Range 26 East; a distance of .44 miles to the Dyco, Goodwin #1 Well located in the NW¼ of the NW¼ of Section 5, Township 7 North, Range 26 East, all in LeFlore County, Oklahoma and containing approximately: 2,308' of 3" Pipe.

Line *0-570:* A 4" line beginning at a point on Arkansas Louisiana Gas Company's Line 0-122 located in the SE¼ of the SW¼ of Section 35, Township 5 North, Range 12 East; thence in a Southerly direction through Section 35, Township 5 North, Range 12 East and Section 2, Township 4 North, Range 12 East; a distance of .42 miles to the Edwin Cox, Depot # 1 Well located in the NE¼ of the NE¼ of Section 2, Township 4 North, Range 12 East, all in Pittsburg County, Oklahoma and containing approximately: 2,200' of 4" Pipe.

Line 0-571: A 2" line beginning at a point on Arkansas Louisiana Gas Company's Line 0-122 located in the NE¼ of the SE¼ of Section 34, Township 6 North, Range 13 East; thence in a Southeasterly direction through Sections 34 and 35, Township 6 North, Range 13 East and Section 2, Township 5 North, Range 13 East; a distance of .71 miles to the Dyco Petroleum Corp., Watkins #1 Well located in NE¼ of NW¼ of Section 2, Township 5 North, Range 13 East, all in Pittsburg County, Oklahoma and containing approximately: 3,775' of 2" Pipe.

Line 0-572: A 2" line beginning at a point on Arkansas Louisiana Gas Company's Line 0-454 located in the NW¼ of the NW¼ of Section 10, Township 9 North, Range 23 East; thence in a Southwesterly direction through Sections 10 and 9, Township 9 North, Range 23 East; a distance of .82 miles to the Dyco Petroleum Corp., Moore #1-9 Well located in the SE¼ of the SE¼ of Section 9, Township 9 North, Range 23 East, all in Haskell County, Oklahoma and containing approximately: 4,309' of 2" Pipe.

Line 0-573: A 3" line beginning at a point on Arkansas Louisiana Gas Company's Line 0-570 located in the NE¼ of the NE¼ of Section 2, Township 4 North, Range 12 East; thence in an Easterly direction through Sections 2 and 1, Township 4 North, Range 12 East; a distance of .42 miles to the Pioneer Prod. Corp., Naval Depot #1 Well located in the SE¼ of the NW¼ of Section 1, Township 4 North, Range 12 East; all in Pittsburg County, Oklahoma and containing approximately: 2,200' of 3" Pipe.

Line R-51: A 2" line beginning at a point on Arkansas Louisiana Gas Company's Line RT-1 located in the SW¼ of the SW¼ of Section 9, Township 15 North, Range 12 West; thence in an Easterly direction through Sections 9 and 10, Township 15 North, Range 12 West; a distance of 1.18 miles to the Lyons Petroleum, Caspiana Plantation #1 Well located in the SW¼ of the SW¼ of Section 10, Township 15 North, Range 12 West, all in Caddo Parish, Louisiana and containing approximately: 6,210' of 2" Pipe.

Line R-52: A 2" line beginning at a point on Arkansas Louisiana Gas Company's Line RM-19 located in Section 37, Township 15 North, Range 12 West; thence in a Southeasterly direction through Sections 37, 3 and 39, Township 15 North, Range 12 West; a distance of .91 miles to the Lyons Petroleum, et al, W. K. Cupples #1 Well located in the center South ½ of Section 39, Township 15 North, Range 12 West, all in Caddo Parish, Louisiana and containing approximately: 4,782' of 2" Pipe.

Line R-53: A 2" line beginning at a point on Arkansas Louisiana Gas Company's Line RT-1 located in Section 37, Township 15 North, Range 12 West; thence in a Southeasterly direction through Section 37, Township 15 North, Range 12 West; a distance of .34 miles to the Lyons Petroleum, Hutchison #1-A Well located in Section 37, Township 15 North, Range 12 West, all in Caddo Parish, Louisiana and containing approximately: 1,853' of 2" Pipe.

Line S-17: A 2" line beginning at a point on an Arkansas Louisiana Gas Co. Dehydrator located in the NE¼ of the NE¼ of Section 34, Township 22 North, Range 12 West; thence in an Easterly direction through Sections 34 and 35, Township 22 North, Range 12 West; a distance of 1.03 miles to the A.E.C., Anderson Wall #1-35 Well located in the SW¼ of the NE¼ of Section 35, Township 22 North, Range 12 West, all in Bossier Parish, Louisiana and containing approximately: 5,422' of 2" Pipe.

Line SW-2175: A 3" line beginning at a point on Arkansas Louisiana Gas Company's Line ST-4 located in the NE¼ of the NE¼ of Section 34, Township 22 North, Range 12 West; thence in a Westerly direction through Section 34, Township 22 North, Range 12 West; a distance of .11 miles to the Arkla Exploration Company, Antrium Est. #1 Well located in the NE¼ of the NE¼ of Section 34, Township 22 North, Range 12 West, all in Bossier Parish, Louisiana and containing approximately: 563' of 3" Pipe.

Line WB-5: A 2" line beginning at a point on Arkansas Louisiana Gas Company's Line WB-6 located in the NE¼ of the SW¼ of Section 8, Township 23 North, Range 3 West; thence in a Northerly direction through Section 8, Township 23 North, Range 3 West; a distance of .01 miles to Simmering #1 Well located in the NE¼ of the SW¼ of Section 8, Township

23 North, Range 3 West, all in Garfield County, Oklahoma and containing approximately: 72′ of 2″ Pipe.

Line WB-6: A 2″ line beginning at a point of an Arkansas Louisiana Gas Company Compressor Site located in the SE¼ of SW¼ of Section 8, Township 23 North, Range 3 West; thence in a Northeasterly direction through Sections 8 and 5, Township 23 North, Range 3 West; a distance of 1.28 miles to the Ranch #1 Well located in the SE¼ of the SE¼ of Section 5, Township 23 North, Range 3 West, all in Garfield County, Oklahoma and containing approximately: 6,744′ of 2″ Pipe.

Line WB-7: A 2″ line beginning at a point on Arkansas Louisiana Gas Company's Line WB-6 located in the NE¼ of the SW¼ of Section 8, Township 23 North, Range 3 West; thence in an Easterly direction through Section 8, Township 23 North, Range 3 West; a distance of .37 miles to the Oldham #1 Well located in the NW¼ of the SE¼ of Section 8, Township 23 North, Range 3 West, all in Garfield County, Oklahoma and containing approximately: 1,944′ of 2″ Pipe.

Line WB-8: A 2″ line beginning at a point on Arkansas Louisiana Gas Company's Line WB-6 located in the NE¼ of the SW¼ of Section 8, Township 23 North, Range 3 West; thence in a Northwesterly direction through Section 8, Township 23 North, Range 3 West; a distance of .32 miles to the Enfield #1 Well located in the SW¼ of the NW¼ of Section 8, Township 23 North, Range 3 West, all in Garfield County, Oklahoma and containing approximately: 1,684′ of 2″ Pipe.

Line WB-9: A 2″ line beginning at a point on Arkansas Louisiana Gas Company's Line WB-6 located in the NE¼ of the NE¼ of Section 8, Township 23 North, Range 3 West; thence in an Easterly direction through Section 8, Township 23 North, Range 3 West; a distance of .02 miles to the Roberts #1 Well located in the NE¼ of the NE¼ of Section 8, Township 23 North, Range 3 West, all in Garfield County, Oklahoma and containing approximately: 98′ of 2″ Pipe.

Line 2-64: A 4″ line beginning at a point on Natural Gas Pipeline Company of America located in the SE¼ of the SE¼ of Section 6, Township 24 North, Range 20 West; thence in a Northeasterly direction through Sections 6, 5 and 4, Township 24 North, Range 20 West; to a point in the line between Woodward County, Oklahoma and Harper County, Oklahoma; a distance of 1.8 miles, all in Woodward County, Oklahoma and containing approximately: 9,593′ of 4″ Pipe.

Thence continuing as a 4″ line through Sections 33 and 34, Township 25 North, Range 20 West; a distance of 1.09 miles to the Arkansas Western

Production Company, #1-24 Meyer Well located in the SW¼ of the NE¼ of Section 34, Township 25 North, Range 20 West, all in Harper County, Oklahoma and containing approximately: 5,776′ of 4″ Pipe.

Line 2-66: A 4″ line beginning at a point on a Cities Service Line located in the SW¼ of the NW¼ of Section 36, Township 28 North, Range 13 West; thence in a Southerly direction through Section 36, Township 28 North, Range 13 West; Sections 1, 12, 13, 24 and 25, Township 27 North, Range 13 West; a distance of 5.12 miles to an Arkansas Louisiana Gas Company Central Point Dehydrator Site; located in the SW¼ of the NW¼ of Section 25, Township 27 North, Range 13 West, all in Woods County, Oklahoma and containing approximately: 27,043′ of 4″ Pipe.

Line 2-67: A 4″ line beginning at a point on Arkansas Louisiana Gas Company's Line 2-66 and Central Point Dehydrator Site located in the SW¼ of the NW¼ of Section 25, Township 27 North, Range 13 West; thence in a Southerly direction through Sections 25 and 26, Township 27 North, Range 13 West; a distance of .83 miles to the Oshel, #1 Well located in the SE¼ of the SE¼ of Section 26, Township 27 North, Range 13 West, all in Woods County, Oklahoma and containing approximately: 4,404′ of 4″ Pipe.

Line 2-68: A 4″ line beginning at a point on a Natural Gas Pipeline Company of America Line located in the SW¼ of the NW¼ of Section 26, Township 8 North, Range 17 West; thence in a Southerly direction through Section 36, Township 8 North, Range 17 West; to a point in the line between Washita County, Oklahoma and Kiowa County, Oklahoma; a distance of .71 miles, all in Washita County, Oklahoma and containing approximately: 3,761′ of 4″ Pipe.

Thence continuing as a 4″ line through Section 1, Township 7 North, Range 17 West; a distance of .82 miles to the Amarex Inc., Greb #1 Well, located in the center of SW¼ of Section 1, Township 7 North, Range 17 West, all in Kiowa County, Oklahoma and containing approximately: 4,324′ of 4″ Pipe.

Line 2-C-4: A 4″ line beginning at a point on Arkansas Louisiana Gas Company's Line 2-C-2 located in the SE¼ of the NW¼ of Section 32, Township 12 North, Range 11 West; thence in a Northerly direction through Sections 32, 29, 20, 17, 16, 9, and 4, Township 12 North, Range 11 West; to a point in the line between Caddo County, Oklahoma and Blaine County, Oklahoma; a distance of 5.5 miles, all in Caddo County, Oklahoma and containing approximately: 29,210′ of 4″ Pipe.

Thence continuing as a 4″ line through Sections 34, 27, and 22, Township 13 North, Range 11 West; a distance of 2.8 miles to the Continental

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Oil Company, Young #1-22 Well located in the NE¼ of the NW¼ of Section 22, Township 13 North, Range 11 West, all in Blaine County, Oklahoma and containing approximately: 14,706' of 4" Pipe.

Line 2-H-6: A 2" line beginning at a point on Arkansas Louisiana Gas Company's Line 2-H located in the SW¼ of the NW¼ of Section 9, Township 18 North, Range 12 West; thence in a Northeasterly direction through Sections 9 and 4, Township 18 North, Range 12 West; a distance of .76 miles to the Arkla Exploration Company, Schoonover #1-14 Well located in the SW¼ of the SE¼ of Section 4, Township 18 North, Range 12 West, all in Blaine County, Oklahoma and containing approximately: 4,000' of 2" Pipe.

Line 2-H-7: A 3" line beginning at a point on Arkansas Louisiana Gas Company's Line 2-H located in the SE¼ of the SE¼ of Section 13, Township 18 North, Range 12 West; thence in a Southerly direction through Sections 13 and 24, Township 18 North, Range 12 West; a distance of .87 miles to the Arkla Exploration Company, Boeckman #2-24 Well located in the SE¼ of the SE¼ of Section 24, Township 18 North, Range 12 West, all in Blaine County, Oklahoma and containing approximately: 4,625' of 3" Pipe.

Line 2-H-8: A 4" line beginning at a point on Arkansas Louisiana Gas Company's Line #2 located in the SW¼ of the SE¼ of Section 19, Township 18 North, Range 11 West; thence in a Northwesterly direction through Section 19, Township 18 North, Range 11 West; a distance of .17 miles to the Cotton Petro Company, Boeckman #2 Well located in the NW¼ of the SE¼ of Section 19, Township 18 North, Range 11 West, all in Blaine County, Oklahoma and containing approximately: 900' of 4" Pipe.

Line 4-A-2: A 3" line beginning at a point on Arkansas Louisiana Gas Company's Line 4-A located in the SW¼ of the NE¼ of Section 25, Township 23 North, Range 4 West; thence in a Northeasterly direction through Sections 25 and 24, Township 23 North, Range 4 West, Sections 19, 18 and 8, Township 23 North, Range 3 West; a distance of 2.99 miles to an Arkansas Louisiana Gas Company Compressor Site located in the SE¼ of the SW¼ of Section 8, Township 23 North, Range 3 West, all in Garfield County, Oklahoma and containing approximately: 15,778' of 3" Pipe.

Line 33-1: A 4" line beginning at a point on Arkansas Louisiana Gas Company's Line No. 33 located in the SW¼ of the NE¼ of Section 27, Township 7 North, Range 14 East; thence in a Westerly direction through Sections 27 and 28, Township 7 North, Range 14 East; a distance of 1.24

miles to the Wilshire Oil Co. of Texas, Benjamin #1 Well located in the NW¼ of the SE¼ of Section 28, Township 7 North, Range 14 East, all in Pittsburg County, Oklahoma and containing approximately: 6,540' of 4" Pipe.

Line 36-1: A 4" line beginning at a point on Arkansas Louisiana Gas Company's Distribution Line located in the SW¼ of the NW¼ of Section 10, Township 6 North, Range 15 East; thence in an Easterly direction through Sections 10, 11 and 12, Township 6 North, Range 15 East, Sections 7 and 6, Township 6 North, Range 16 East, Section 31, Township 7 North, Range 16 East; a distance of 5.08 miles to the Great Basin Petroleum Company, P.S.C. #1 Well located in the SE¼ of the SE¼ of Section 31, Township 7 North, Range 16 East, all in Pittsburg County, Oklahoma and containing approximately: 26,838' of 4" Pipe.

Line 36-2: A 3" line beginning at a point on Arkansas Louisiana Gas Company's Line #36-1 located in the NE¼ of the SE¼ of Section 11, Township 6 North, Range 15 East; thence in a Northerly direction through Section 11, Township 6 North, Range 15 East; a distance of .006 miles to the Great Basin Petroleum Company, D. Silvia #1 Well located in the NE¼ of the SE¼ of Section 11, Township 6 North, Range 15 East, all in Pittsburg County, Oklahoma and containing approximately: 30' of 3" Pipe.

Line 36-3: A 3" line beginning at a point on Arkansas Louisiana Gas Company's Line #36-1 located in the SW¼ of the NW¼ of Section 7, Township 6 North, Range 16 East; thence in a Southeasterly direction through Section 7, Township 6 North, Range 16 East; a distance of .15 miles to the Great Basin Petroleum Company, Lalman #5 Well located in the SE¼ of the NW¼ of Section 7, Township 6 North, Range 16 East, all in Pittsburg County, Oklahoma and containing approximately: 769' of 3" Pipe.

Line 36-4: A 3" line beginning at a point on Arkansas Louisiana Gas Company's Line #36-3 located in the SE¼ of the NW¼ of Section 7, Township 6 North, Range 16 East; thence in a Northeasterly direction through Section 7, Township 6 North, Range 16 East; a distance of .40 miles to the Great Basin Petroleum Company, Lalman #3 Well located in the NW¼ of the NE¼ of Section 7, Township 6 North, Range 16 East, all in Pittsburg County, Oklahoma and containing approximately: 2,119' of 3" Pipe.

Line 36-5: A 3" line beginning at a point on Arkansas Louisiana Gas Company's Line #36-1 located in the NW¼ of the NW¼ of Section 7, Township 6 North, Range 16 East; thence in a Northwesterly direction through Section 7, Township 6 North, Range 16 East; a distance of .08 miles to the Great Basin Petroleum Company, Lalman #1 Well located in

the NW¼ of the NW¼ of Section 7, Township 6 North, Range 16 East, all in Pittsburg County, Oklahoma and containing approximately: 420' of 3" Pipe.

Line 36-6: A 3" line beginning at a point on Arkansas Louisiana Gas Company's Line #36-1 located in the SE¼ of the NE¼ of Section 6, Township 6 North, Range 16 East; thence in a Southeasterly direction through Section 6, Township 6 North, Range 16 East; a distance of .03 miles to the Great Basin Petroleum Company, P.S.C. #3 Well located in the SE¼ of the NE¼ of Section 6, Township 6 North, Range 16 East, all in Pittsburg County, Oklahoma and containing approximately: 185' of 3" Pipe.

Line FS-2: A 4" line beginning at a point on Arkansas Louisiana Gas Company's Line #11 located in the SW¼ of the SE¼ of Section 36, Township 4 North, Range 11 West; thence in an Easterly direction through Section 36, Township 4 North, Range 11 West, Sections 31 and 32, Township 4 North, Range 10 West and Section 5, Township 3 North, Range 10 West; a distance of 1.59 miles to the Westheime-Nelistadt Corp., Dillberg #1 Well located in the NW¼ of the NW¼ of Section 5, Township 3 North, Range 10 West, all in Comanche County, Oklahoma and containing approximately: 8,391' of 4"Pipe.

DISTRIBUTION PLANTS.

The plants owned and operated by the Company for the distribution and sale of gas, including pipes, mains, services, fittings, meters, regulators, regulator stations and building, and located in the following named cities, towns, villages, unincorporated places, and environs thereof, to-wit:

IN THE STATE OF ARKANSAS.

Distribution plants connected to the above described pipelines:

Center Point	Howard County

IN THE STATE OF OKLAHOMA.

Distribution plants connected to the above described pipelines:

Wilburton	Latimer County
Bowers	Latimer County
Gowen	Latimer County
Adamson	Pittsburg County
Hartshorne	Pittsburg County
Haileyville	Pittsburg County
Jones Academy	Pittsburg County

PART FOURTH.

Franchises.

LOUISIANA.

MT. LEBANON

Gas franchise granted by Ordinance of the Town of Mt. Lebanon, adopted November 12, 1974 in favor of Arkansas Louisiana Gas Company.

VIENNA

Gas franchise granted by Ordinance No. 105 of the Village of Vienna, adopted May 12, 1975 in favor of Arkansas Louisiana Gas Company.

OKLAHOMA.

HAILEYVILLE

Gas franchise granted by Ordinance No. 250 of the City of Haileyville, adopted May 6, 1954 in favor of Tri-Cities Gas Corporation and assigned to Arkansas Louisiana Gas Company on March 1, 1975.

HARTSHORNE

Gas franchise granted by Ordinance No. 326 of the City of Hartshorne, adopted May 3, 1954 in favor of Tri-Cities Gas Corporation and assigned to Arkansas Louisiana Gas Company on March 1, 1975.

WILBURTON

Gas franchise granted by Ordinance No. 228 of the City of Wilburton, adopted May 6, 1954 in favor of Tri-Cities Gas Corporation and assigned to Arkansas Louisiana Gas Company on March 1, 1975.

TEXAS.

QUEEN CITY

Gas franchise granted by Ordinance No. 7174 of the City of Queen City, adopted July 1, 1974 in favor of Arkansas Louisiana Gas Company.

WINFIELD

Gas franchise granted by Ordinance of the Town of Winfield, adopted July 8, 1974 in favor of Arkansas Louisiana Gas Company.

PART FIFTH.

Gas Purchase Contracts.

All the right, title and interest of the Company under, in and to the following contracts for the purchase of natural gas by the Company:

(GP-3885) Contract dated August 23, 1973, between Arkansas Louisiana Gas Company and Tenneco Oil Company for purchase of gas in the Deep Centrahoma Field, Oklahoma.

(GP-3905) Contract dated January 11, 1974, as supplemented and amended, between Arkansas Louisiana Gas Company and Calvert Exploration Company for purchase of gas in the Kinta Field, Oklahoma.

Contract dated April 23, 1974, as supplemented and amended, between Arkansas Louisiana Gas Company and Ray H. Potts for purchase of gas in the Kinta Field, Oklahoma.

Contract dated April 23, 1974, as supplemented and amended, between Arkansas Louisiana Gas Company and Robert L. Stephenson for purchase of gas in the Kinta Field, Oklahoma.

Contract dated April 23, 1974, between Arkansas Louisiana Gas Company and W. M. Cloud for purchase of gas in the Kinta Field, Oklahoma.

Contract dated April 29, 1974, between Arkansas Louisiana Gas Company and Southland Royalty Company for purchase of gas in the Kinta Field, Oklahoma.

Contract dated April 29, 1974, as supplemented and amended, between Arkansas Louisiana Gas Company and Resources Investment Corporation for purchase of gas in the Kinta Field, Oklahoma.

(GP-3925) Contract dated May 1, 1974, between Arkansas Louisiana Gas Company and Tesoro Petroleum Corporation and Montgomery Exploration Company for purchase of gas in the Northeast Duncan Area, Oklahoma.

(GP-3938) Contract dated February 24, 1975, between Arkansas Louisiana Gas Company and Phillips Petroleum Company for purchase of gas in the Oaks Field, Claiborne Parish, Louisiana.

(GP-3954) Contract dated October 10, 1974, between Arkansas Louisiana Gas Company and Great Basin Petroleum Company for purchase of gas in the Fish Creek Field, Pittsburg County, Oklahoma.

(GP-3961) Contract dated November 26, 1974, between Arkansas Louisiana Gas Company and Arkla Exploration Company for purchase of gas in the West Britt Ranch Area, Wheeler County, Texas.

(GP-3963) Contract dated November 18, 1974, between Arkansas Louisiana Gas Company and Stephens Inc. and Stephens Production

Company for purchase of gas in the North Cecil Field, Franklin County, Arkansas.

(GP-3966) Contract dated January 22, 1975, between Arkansas Louisiana Gas Company and Pengo Petroleum, Inc. for purchase of gas in the Shattuck Area, Ellis County, Oklahoma.

(GP-3974) Contract dated March 5, 1975, between Arkansas Louisiana Gas Company and Richard B. Nelson for purchase of gas in the Sibley Field, Webster Parish, Louisiana.

(GP-3978) Contract dated February 13, 1975, between Arkansas Louisiana Gas Company and William J. O'Connor for purchase of gas in the Pauls Valley Field, Garvin County, Oklahoma.

(OK-1236) Contract dated April 5, 1974, between Arkansas Louisiana Gas Company and The GHK Company for purchase of gas in the Southwest Carpenter Area, Beckham County, Oklahoma.

(OK-1239) Contract dated June 13, 1974, between Arkansas Louisiana Gas Company and Ketal Oil Producing Company and California Portland Cement Company for purchase of gas in the West Barnes Field, Garfield County, Oklahoma.

(OK-1231) Contract dated December 4, 1973, between Arkansas Louisiana Gas Company and Aquitaine Oil Corporation for purchase of gas in the West Britt Ranch Area, Texas.

(OK-1243) Contract dated August 1, 1974, between Arkansas Louisiana Gas Company and Statex Petroleum, Inc. for purchase of gas in the Leedy Field, Dewey County, Oklahoma.

(OK-1224) Contract dated June 4, 1974, between Arkansas Louisiana Gas Company and Arkla Exploration Company for purchase of gas in the Shattuck Area, Ellis County, Oklahoma.

Copy of the aforesaid contracts have been lodged with the Trustee prior to the execution hereof.

All other property, whether real, personal or mixed (except any hereinbefore or hereinafter expressly excepted), and whether now owned or hereafter acquired by the Company and wheresoever situated, including (without in anywise limiting or impairing by the enumeration of the same the scope and intent of the foregoing or of any general description contained in this Indenture) all gas plants, storage reservoirs (including base stock or cushion gas necessary to maintain pressure levels required for normal operating purposes), gathering facilities, transportation lines, pipe line equipment, compressor stations, pumping stations, substations, meter

houses, telephone and telegraph lines, poles, wires, auxiliary equipment, distribution plants and systems, together with their extensions, feeders, branch lines and their extensions, bridges and culverts; all offices, plants, works, houses, buildings and structures, and the equipment thereof; all machinery, engines, mechanical equipment, electrical equipment, boilers, motors, pumps, regulators, drips, reducers and meters; all mains and pipes, service pipes, fittings, valves and connections, gates, compressors, tanks, machine shops, tools, implements, apparatus, furniture, and chattels; all lines for the transportation or distribution of gas for any purpose, including pipes, conduits and all apparatus for use in connection therewith; oil or gas wells, casings, well equipment, tubing, derricks, leasehold equipment; natural gasoline extraction plants, and the machinery and equipment thereof; all real estate, lands, chattels real, interests in land, leases, leaseholds; all easements, servitudes, licenses, permits, consents, rights, powers, franchises (except the franchise to be a corporation and all franchises which are not assignable), privileges, rights of way and other rights in or relating to real estate or the occupancy of the same and all renewals, extensions, enlargements and modifications of any of them, and (except as hereinbefore or hereinafter expressly excepted) all the right, title and interest of the Company in and to all other property of any kind or nature appertaining to or used or occupied or enjoyed in connection with any property hereinbefore described. It is provided, however, that it is not intended hereby to subject to the lien of the Indenture any property of the Company, now owned or hereafter acquired, of the character of Excepted Property, as described by the Indenture.

TOGETHER WITH all and singular the rights, privileges, tenements, hereditaments and appurtenances now or hereafter belonging or in anywise appertaining to the aforesaid mortgaged property or any part thereof, with the reversion and reversions, remainder and remainders and (subject to the provisions of *Section 9.01* of the Original Indenture) the tolls, rents, revenues, issues, earnings, income, product and profits thereof (which assignment of the tolls, rents, revenues, issues, earnings, income, product and profits shall run with the land and be good and valid as against the Company or those claiming through or under it), and all the estate, right, title and interest and claim whatsoever, at law as well as in equity, which the Company now has or may hereafter acquire in and to the aforesaid mortgaged property and franchises and every part and parcel thereof with the appurtenances thereto;

TO HAVE AND TO HOLD, all such properties, real, personal and mixed, hereby granted, bargained, sold, warranted, alienated, remised, released, conveyed, assigned, transferred, mortgaged, hypothecated, affected, pledged,

set over or confirmed by the Company as aforesaid or intended so to be, unto the Trustees and their respective successors and assigns, forever;

SUBJECT, HOWEVER, to the reservations, exceptions, limitations and restrictions contained in the several deeds, leases, servitudes, easements, contracts or other instruments through which the Company acquired or claims title to or enjoys the use of the aforesaid properties; and subject also to permitted encumbrances as defined in the Indenture, and, as to any property hereafter acquired by the Company, to any lien thereon existing, and to any liens for unpaid portions of the purchase money placed thereon at the time of such acquisition, and also subject to the provisions of *Article 13* of the Original Indenture;

IN TRUST NEVERTHELESS, upon the terms and trusts set forth in the Indenture, so that the same shall be held by the Trustees under and subject to the terms of the Indenture in the same manner and for the same trusts, uses and purposes as if said properties had been specifically contained and described in the Original Indenture;

PROVIDED, HOWEVER, and these presents are upon the condition that if the Company, its successors or assigns, shall pay or cause to be paid unto the holders of said bonds the principal and interest, and premium, if any, to become due in respect thereof at the times and in the manner stipulated therein and in the Indenture and shall keep, perform and observe all and singular the covenants and promises in said bonds and in the Indenture expressed to be kept, performed and observed by or on the part of the Company, then the Indenture and the estate and rights thereby granted shall cease, determine and be void, otherwise to be and remain in full force and effect.

AND THE COMPANY, for itself and its successors does hereby covenant and agree to and with the Trustees and their successors in trust, for the benefit of those who shall hold the bonds, or any of them, issued or to be issued under the Indenture, as follows:

ARTICLE I.

Creation and Description of the Bonds of the 1995 Series.

SECTION 1. A new series of bonds to be issued under and secured by the Indenture is hereby created, to be designated as First Mortgage Bonds, 10½% Series due 1995. The Bonds of the 1995 Series shall be limited to an aggregate principal amount of Sixty Million Dollars ($60,000,000), excluding, however, any Bonds of the 1995 Series which may be exe-

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cuted, authenticated and delivered in exchange for or in lieu of or in substitution for other Bonds of the 1995 Series pursuant to the provisions of the Original Indenture or of this Supplemental Indenture. Said Bonds and the Trustee's Certificate of Authentication to be endorsed upon the Bonds shall be substantially in the forms hereinbefore recited. Each Bond of the 1995 Series shall be dated as provided in *Section 2.04* of the Original Indenture, and shall mature September 1, 1995 and shall bear interest at the rate of 10½% per annum, payable semi-annually on March 1 and September 1 in each year until the Company's obligation with respect to the principal thereof shall be discharged. The principal of and interest and premium, if any, on each such Bond shall be payable at the office or agency of the Company in the Borough of Manhattan, The City of New York; and principal, premium, if any, and interest shall be payable in any coin or currency of the United States of America which at the time of payment shall be legal tender for the payment of public and private debts.

The holder of any Bond of the 1995 Series on any record date (as hereinbelow defined) with respect to any interest payment date shall be entitled to receive the interest payable on such interest payment date notwithstanding the cancellation of such Bond upon any exchange or transfer thereof subsequent to the record date and prior to such interest payment date, except if and to the extent that the Company shall default in the payment of the interest due on such interest payment date, in which case such defaulted interest shall be paid to the person in whose name such Bond (or any Bond or Bonds issued upon transfer or exchange thereof) is registered on a date fixed by the Company, which shall be not more than 15 and not less than 10 days before the date of payment of such defaulted interest. The term "record date" as used in this Section with respect to any interest payment date shall mean the close of business on the February 15 or August 15, as the case may be, next preceding such interest payment date, whether or not such February 15 and August 15 shall be a legal holiday or a day on which banking institutions in The City of New York are authorized by law to remain closed.

The Bonds of the 1995 Series shall be issued as fully registered Bonds in denominations of $1,000 and multiples thereof as the Board of Directors of the Company shall determine, such determination to be evidenced by the execution thereof.

Bonds of the 1995 Series shall be registrable and interchangeable at the office or agency of the Company in the Borough of Manhattan, The City of New York, in the manner and upon the terms set forth in *Section 2.05* of the Original Indenture, upon payment of charges as required or permitted by the provisions of *Section 2.08* of the Original Indenture.

SECTION 2. The Bonds of the 1995 Series described in Section 1 of this Article may be executed by the Company and delivered to the Trustee and, upon compliance with all applicable provisions and requirements of the Original Indenture in respect thereof, shall be authenticated by the Trustee and delivered (without awaiting the filing or recording of this Supplemental Indenture) in accordance with the written order or orders of the Company.

ARTICLE II.

Redemption of Bonds of the 1995 Series.

SECTION 1. The Bonds of the 1995 Series shall, in the manner provided in *Article 6* of the Original Indenture, be redeemable prior to maturity, upon not less than thirty (30) nor more than sixty (60) days' prior notice, as a whole at any time, or from time to time in part, at the option of the Company (exercised by resolution of the Board, a certified copy of which shall be delivered to the Trustee), at the principal amount of the Bonds so to be redeemed and accrued interest to the date fixed for redemption together with a premium as specified in the form of Bond set forth in this Supplemental Indenture (hereinafter called the "redemption price"); *provided, however*, that no Bonds of the 1995 Series may be redeemed prior to September 1, 1985, directly or indirectly, as a part of any refunding operation involving the incurring of indebtedness having an interest rate or cost (calculated in accordance with accepted financial practice) lower than the interest rate borne by said Bonds.

The Bonds of the 1995 Series shall also be redeemable through the operation of the Sinking Fund in the manner, to the extent and at the Sinking Fund redemption price provided in Article III of this Supplemental Indenture.

SECTION 2. The holder of each and every Bond of the 1995 Series issued hereunder hereby agrees to accept payment thereof prior to maturity on the terms and conditions in this Article II and in Article III of this Supplemental Indenture provided.

ARTICLE III.

Sinking Fund for Bonds of the 1995 Series

SECTION 1. For the purpose of this Article, the first day of September, 1980 and the first day of September in each year thereafter to and including September 1, 1994 are called "Sinking Fund Payment Dates".

SECTION 2. The Company covenants and agrees that it will on September 1, 1980 create, and so long as any of the Bonds of the 1995 Series are outstanding maintain, a Sinking Fund for the Bonds of the 1995 Series, and that it will pay to the Trustee on or before each Sinking Fund Payment Date, so long as any Bonds of the 1995 Series are outstanding, for the account of such Sinking Fund, cash sufficient in amount to retire, at prices not exceeding the Sinking Fund redemption price, hereinafter in this Article defined, the following respective principal amounts of Bonds of the 1995 Series:

On September 1, 1980–$3,000,000	On September 1, 1988–$3,000,000
On September 1, 1981– 3,000,000	On September 1, 1989– 3,000,000
On September 1, 1982– 3,000,000	On September 1, 1990– 3,000,000
On September 1, 1983– 3,000,000	On September 1, 1991– 3,000,000
On September 1, 1984– 3,000,000	On September 1, 1992– 3,000,000
On September 1, 1985– 3,000,000	On September 1, 1993– 3,000,000
On September 1, 1986– 3,000,000	On September 1, 1994– 3,000,000
On September 1, 1987– 3,000,000	

The Company may, at its option, in addition to mandatory sinking fund payments, pay to the Trustee on or before the Sinking Fund Payment Date in any year, cash sufficient in amount to retire, at the sinking fund redemption price, an additional principal amount of Bonds of the 1995 Series not to exceed the principal amount required to be retired on such date and the amount of bonds so retired may be used as a credit to reduce the principal amount of Bonds of the 1995 Series required to be retired through the Sinking Fund in any subsequent year. The right to make any optional Sinking Fund payment pursuant to this paragraph shall be non-cumulative.

SECTION 3. The Company shall have the right at any time or from time to time to anticipate and obtain credit upon all or any part of any one or more of the mandatory or optional sinking fund payments by delivering to the Trustee, not less than forty-five (45) days prior to the Sinking Fund Payment Date specified for any such payment, Bonds of the 1995 Series, or by applying as a credit upon any such payment any Bonds of the 1995 Series previously redeemed in accordance with the provisions of the last paragraph of Section 2 hereof, each such Bond to be applied by the Trustee in lieu of cash in an amount equal to the Sinking Fund redemption price of such Bond.

Whenever the Company pursuant to this Section 3 shall deliver to the Trustee Bonds of the 1995 Series for account of the Sinking Fund or shall apply as a credit upon any mandatory sinking fund payment any

Bonds of the 1995 Series redeemed pursuant to the last paragraph of Section 2 hereof, the Company shall file with the Trustee a certificate of the Company stating that the Bonds so surrendered are to be credited upon a specified mandatory Sinking Fund payment or payments and that none of such Bonds so surrendered include any Bonds purchased by the Company or retired through the use of the proceeds of any insurance on any mortgaged property or the proceeds of the release or disposition of any part of the mortgaged property.

SECTION 4. All cash paid by the Company to the Trustee pursuant to the provisions of this Article shall be applied to the retirement of Bonds of the 1995 Series as provided in this Article.

SECTION 5. The Company covenants that, so long as any of the Bonds of the 1995 Series are outstanding, it will file annually with the Trustee a Certificate of Gas Supply substantially in the form required by *Article 5* of the Original Indenture and such Certificate to be filed in the years 1977, 1980, 1983, 1986, 1989 and 1992 shall be signed by an independent engineer.

At the end of each year to and including 1984 the amount of gas supply shall be not less than 12 times the amount of withdrawal by the Company therefrom during such year, in 1985 the number of times that the gas supply shall at least equal withdrawal shall be 11 times and thereafter the number of times that the gas supply shall at least equal withdrawal shall be decreased by one for each succeeding year.

In the event that in any Certificate of Gas Supply the ratio of gas supply to withdrawal shall be less than the required ratio as set forth in the preceding paragraph then said Certificate shall state the date of exhaustion of gas supply.

In the event that the Certificate of Gas Supply so filed in 1980 or any succeeding year, shall show that the date of exhaustion of gas supply is a date earlier than September 1, 1995, the schedule of Sinking Fund payments shall be revised by proportionately increasing the Sinking Fund payments due on the next succeeding September 1 and each Sinking Fund Payment Date thereafter up to and including the Sinking Fund Payment Date immediately preceding said date of exhaustion of gas supply so that such revised Sinking Fund payments shall aggregate an amount equal to the principal amount of the Bonds of the 1995 Series outstanding immediately prior to such next succeeding September 1; provided that the amount of such revised Sinking Fund payments shall be adjusted so that each payment shall be a multiple of $1,000.

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If any subsequent Certificate of Gas Supply shall show a date of exhaustion of gas supply earlier than such date shown in the next preceding Certificate used as the basis for revising the schedule of Sinking Fund payments hereunder, the schedule of Sinking Fund payments shall again be revised in the manner provided in the preceding paragraph.

If any subsequent Certificate of Gas Supply signed by an independent engineer shall show a date of exhaustion of gas supply later than such date shown in the next preceding Certificate used as the basis for revising the schedule of Sinking Fund payments hereunder, the schedule of Sinking Fund payments shall again be revised in a manner similar to that provided in the second preceding paragraph.

If the schedule of Sinking Fund payments has been revised in the manner provided in the third preceding paragraph and any subsequent Certificate of Gas Supply signed by an independent engineer shall show the ratio of gas supply to withdrawal to be not less than the required ratio as set forth in the fifth preceding paragraph, the original schedule of Sinking Fund payments stated in Section 2 of this Article III shall be restored; in any such case, so much of the aggregate principal amount of Bonds of the 1995 Series theretofore retired through the operation of the Sinking Fund payments which is in excess of the requirements of the restored schedule of Sinking Fund payments shall be credited proportionately to the then remaining Sinking Fund payments.

Promptly after the revision of any schedule of Sinking Fund payments shall take effect as provided in this Section, the Company will file with the Trustee a certificate of the Company setting forth the revised schedule and, within a reasonable time after receipt of such certificate, the Trustee shall mail copies thereof in the manner and to the extent provided in *subsection (c) of Section 7.04* of the Original Indenture.

The terms "gas supply" and "date of exhaustion of gas supply" shall, for the purpose of this Section, have the meanings specified in *Section 5.02* of the Original Indenture.

SECTION 6. The Sinking Fund redemption price applicable to Bonds of the 1995 Series to be purchased or redeemed under the provisions of this Article shall be the principal amount thereof with accrued interest to the date fixed for redemption.

SECTION 7. Not less than seventy (70) days prior to each Sinking Fund Payment Date, the Company will deliver a statement of the Company to the Trustee (a) stating (i) the amount of the next succeeding mandatory Sinking Fund payment, (ii) the amount of any optional Sinking Fund payment which the Company elects to make, (iii) the aggregate principal amount of Bonds of the 1995 Series, if any, which the Company intends to surrender not less than 45 days prior to the Sinking Fund Payment Date and (iv) the principal amount of Bonds of the 1995 Series, if any, previously redeemed or surrendered pursuant to the last paragraph of *Section 2* hereof, or pursuant to *Section 3* hereof, which the Company elects to apply as a credit in satisfaction of its mandatory Sinking Fund obligation pursuant to this Article and (b) deducting from the principal amount of Bonds to be retired on said Sinking Fund Payment Date the aggregate principal amount of Bonds of the 1995 Series which the Company states will be surrendered or credited. Such statement shall also state that any Bonds to be delivered or which form the basis of any credit do not include any Bonds which have been previously credited against any Sinking Fund payment. Such statement in this Article referred to as "the statement", and the balance resulting from the deduction described in (b) above is hereinafter in this Article referred to as the amount, or the principal amount, "set forth in the statement".

SECTION 8. The Trustee shall apply the cash paid to it under this Article for the account of the Sinking Fund to the purchase or redemption of Bonds of the 1995 Series, at prices not exceeding the Sinking Fund redemption price, in an aggregate principal amount equal to the amount set forth in the statement. The provisions of the last four paragraphs of *Section 5.03* of the Original Indenture shall apply to the purchase or redemption of Bonds of the 1995 Series except that references therein to "Sinking Fund redemption price" and "Sinking Fund Payment Date" shall mean Sinking Fund redemption price and Sinking Fund Payment Date as those terms are defined in this Article III.

SECTION 9. Any cash balance at any time in the Sinking Fund amounting to less than a sum sufficient to redeem $50,000 principal amount of Bonds of the 1995 Series (unless otherwise directed by the Company) shall be added to any succeeding Sinking Fund cash payment or payments, and be applied to such purchase or redemption along with such succeeding payment or payments.

SECTION 10. All Bonds purchased, redeemed, or retired under the provisions of this Article shall forthwith be cancelled by the Trustee, and shall thereafter be delivered to the Company upon the written order of the Company. The Trustee shall note on its records the fact of such cancellation.

Bonds so purchased, redeemed or retired, or surrendered to the Trustee under the provisions of this Article, shall not thereafter, so long as any Bonds of the 1995 Series are outstanding, be made the basis for the issue of

bonds, or the withdrawal of cash, or the taking of a credit under any of the provisions of the Indenture.

When none of the Bonds of the 1995 Series are outstanding then the aggregate principal amount of Bonds purchased, redeemed or retired or surrendered to the Trustee in satisfaction of the Company's obligations under this Article, may be made the basis for the issue of bonds, under the provisions of *Section 3.07* of the Original Indenture, or the withdrawal of cash, or the taking of a credit under any of the provisions of the Indenture.

ARTICLE IV.

Particular Covenants of the Company.

SECTION 1. The Company hereby covenants that, so long as any of the Bonds of the 1995 Series shall remain outstanding, the Company will not declare or pay any dividends on its common stock (other than dividends payable in shares of its common stock), or make any other distribution on any shares of its common stock, or purchase, acquire or otherwise retire, directly or indirectly, any shares of its common stock (other than with the net proceeds of additional common stock financing), if, as a result thereof, the cumulative aggregate amount of such dividends, distributions and purchases exceeds the amount of the earned surplus of the Company (computed before deducting any amount in respect of such dividends, distributions and purchases) accumulated subsequent to December 31, 1974, determined in accordance with generally accepted accounting principles, plus $45,000,000, and the Company warrants that it has not, since December 31, 1974, declared or paid any dividend nor made any distribution or purchase which would produce any such result; *provided, however*, that, for the purposes of this Section, in determining at any time or from time to time the amount of earned surplus arising subsequent to December 31, 1974:

(a) no deduction or addition shall be made for any or all of the following charges or credits to earned surplus:

(1) surplus adjustments applicable to a period or periods prior to January 1, 1975;

(2) charges for the write-off at any time of any unamortized discount and expense existing at December 31, 1974, and any premium and expense, including duplicate interest, paid in connection with the retirement of funded debt of the Company existing at December 31, 1974;

(3) charges or credits arising from the sale, abandonment or readjustment of value of property or investments owned on December 31, 1974, whether or not subject to the lien of the Indenture;

(4) charges to earned surplus with respect to transfers from surplus to capital; and

(5) any charge in respect of intangible drilling and development costs and other costs associated with the exploration for and development of oil and gas reserves which were unamortized as of January 1, 1975, for financial accounting purposes, but which had been deducted for Federal income tax purposes in years prior to said date; and

(b) there shall be included in operating expenses the greater of (i) depletion and depreciation charges on the books of the Company from January 1, 1975 to the date of determination of the amount of such earned surplus, or (ii) the principal amount of the outstanding bonds of all series under the Indenture required to be retired under the provisions of any Sinking Fund applicable to any such series, in each case, from January 1, 1975 to the date of determination of the amount of such earned surplus.

In computing earned surplus of the Company, the income or earnings of any subsidiary of the Company shall be included only if and to the extent that a cash dividend to the Company has been declared and paid and earnings or losses of any subsidiary shall not be included pursuant to the so-called "equity method of accounting".

SECTION 2. The Company hereby covenants that, so long as any of the Bonds of the 1995 Series shall remain outstanding, the covenants and agreements of the Company set forth in Section 2 of Article IV of the Second Supplemental Indenture (except the restriction on the aggregate principal amount of outstanding funded debt of all consolidated subsidiaries) shall be and remain in full force and effect, and be duly observed and complied with by the Company irrespective of whether or not any of the Bonds of the 1979 Series shall then remain outstanding.

SECTION 3. The Company hereby covenants that, so long as any of the Bonds of the 1995 Series shall remain outstanding, the covenants and agreements of the Company set forth in *Sections 4.23* and *4.24* of the Original Indenture shall be and remain in full force and effect, and be duly observed and complied with by the Company, even though no Bonds of the 1973 Series shall then remain outstanding.

ARTICLE V.

The Trustees.

The Trustees accept the trust created by this Supplemental Indenture upon the terms and conditions in the Original Indenture and in this Supple-

mental Indenture set forth. The recitals in this Supplemental Indenture are made by the Company only and not by the Trustees. Each and every term and condition contained in *Article 14* of the Original Indenture shall apply to this Supplemental Indenture with the same force and effect as if the same were herein set forth in full, with such omissions, variations and modifications thereof as may be appropriate to make the same conform to this Supplemental Indenture.

ARTICLE VI.

Miscellaneous Provisions.

SECTION 1. The Indenture is in all respects ratified and confirmed, and the Original Indenture, this Supplemental Indenture and all other indentures supplemental to the Original Indenture shall be read, taken and construed as one and the same instrument. Neither the execution of this Supplemental Indenture nor anything herein contained shall be construed to impair the lien of the Indenture on any of the property subject thereto, and such lien shall remain in full force and effect as security for all bonds now outstanding or hereafter issued under the Indenture. All covenants and provisions of the Indenture shall continue in full force and effect, except as specifically amended in this Supplemental Indenture, and this Supplemental Indenture shall form part of the Indenture. All terms defined in *Article 1* of the Original Indenture shall, for all purposes of this Supplemental Indenture, have the meanings in said *Article 1* specified, except as specifically amended in the Sixth and Ninth Supplemental Indentures, unless the context otherwise requires.

SECTION 2. Any term defined in Section 303 of the Trust Indenture Act of 1939 and not otherwise defined in the Indenture shall, with respect to this Supplemental Indenture and the Bonds of the 1995 Series, have the meaning assigned to such term in such Section 303 as in force on the date of the execution of this Supplemental Indenture.

SECTION 3. This Supplemental Indenture may be executed in any number of counterparts, and all said counterparts executed and delivered, each as an original, shall constitute but one and the same instrument.

SECTION 4. This Supplemental Indenture and each Bond of the 1995 Series issued hereunder shall be deemed to be a contract made under the laws of the State of New York and for all purposes shall be governed by and construed in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, Arkansas Louisiana Gas Company, party hereto of the first part, has caused this Supplemental Indenture to be signed in its corporate name by its Chairman of the Board, President or a Vice President, and its corporate seal to be hereunto affixed and attested by its Secretary or an Assistant Secretary, and Morgan Guaranty Trust Company of New York, one of the parties hereto of the second part, in evidence of its acceptance of the trust hereby created, has caused this Supplemental Indenture to be signed in its corporate name and its corporate seal to be hereunto affixed by one of its Trust Officers and attested by one of its Assistant Trust Officers, and Commerce Bank of Kansas City, National Association, one of the parties hereto of the second part, in evidence of its acceptance of the trust hereby created, has caused this Supplemental Indenture to be signed in its corporate name by its President or a Vice President and its corporate seal to be hereunto affixed and attested by its Secretary or an Assistant Secretary, all as of the first day of September, 1975.

ARKANSAS LOUISIANA GAS COMPANY,

By James C Baker
Vice President.

Attest: J T Moffett
Secretary.

Signed, sealed and delivered by ARKANSAS LOUISIANA GAS COMPANY in the presence of

Bobbie Bolding

Sally Cook

{CORPORATE SEAL}

MORGAN GUARANTY TRUST COMPANY
OF NEW YORK,

By _____
Trust Officer.

Attest:

Assistant Trust Officer.

Signed, sealed and delivered by MORGAN GUARANTY TRUST COMPANY OF NEW YORK in the presence of

COMMERCE BANK OF KANSAS CITY,
NATIONAL ASSOCIATION,

By _____
Vice President.

Attest:

Assistant Secretary.

Signed, sealed and delivered by COMMERCE BANK OF KANSAS CITY, National Association, in the presence of

STATE OF ARKANSAS
COUNTY OF PULASKI } ss.:

Before me, VIRGINIA E. ROTH, a Notary Public in and for said County of Pulaski, and State of Arkansas, on this 18th day of September, 1975, personally appeared JAMES C. BAKER, personally known to me to be the identical person who subscribed the name of ARKANSAS LOUISIANA GAS COMPANY to the foregoing instrument as its Vice President, and known to me to be such Vice President of said corporation, and who, being by me duly sworn, according to law, did depose and say that he resides at 5123 Country Club, Little Rock, Arkansas, 72207; that he is a Vice President of ARKANSAS LOUISIANA GAS COMPANY, one of the corporations described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to the foregoing instrument is the corporate seal of such corporation; and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors; and said JAMES C. BAKER acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation, for the consideration, uses and purposes therein set forth and expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

_____
Notary Public.

My Commission expires September 1, 1977.

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STATE OF NEW YORK
COUNTY OF NEW YORK } ss.:

Before me, LORRAINE FOWLER, a Notary Public in and for said County and State, on this 23rd day of September, 1975, personally appeared P. J. CROOKS, personally known to me to be the identical person who subscribed the name of MORGAN GUARANTY TRUST COMPANY OF NEW YORK to the foregoing instrument as one of its Trust Officers, and known to me to be such Trust Officer of said corporation, and who, being by me duly sworn, according to law, did depose and say that he resides at 235 Lincoln Place, Brooklyn, New York, 11217; that he is a Trust Officer of MORGAN GUARANTY TRUST COMPANY OF NEW YORK, one of the corporations described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to the foregoing instrument is the corporate seal of said corporation; and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors; and said P. J. CROOKS acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation, for the consideration, uses and purposes therein set forth and expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Lorraine Fowler

LORRAINE FOWLER
Notary Public, State of New York
No. 24-6368100
Qualified in Kings County
Certificate filed in New York County
Commission Expires March 30, 1976

NOTARY PUBLIC STATE OF NEW YORK

STATE OF MISSOURI
COUNTY OF JACKSON } ss.:

Before me, ANNA MAE DOOHAN, a Notary Public in and for said County and State, on this 19th day of September, 1975, personally appeared M. E. TALBOT, personally known to me to be the identical person who subscribed the name of COMMERCE BANK OF KANSAS CITY, National Association, to the foregoing instrument as one of its Vice Presidents, and known to me to be such Vice President of said corporation, and who, being by me duly sworn, according to law, did depose and say that he resides at 6001 West 90th Street, Overland Park, Kansas, 66207; that he is a Vice President of COMMERCE BANK OF KANSAS CITY, National Association, one of the corporations described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to the foregoing instrument is the corporate seal of said corporation; and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors; and said M. E. TALBOT acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation, for the consideration, uses and purposes therein set forth and expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Anna Mae Doohan

Notary Public.

My Commission expires May 27, 1979.

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STATE OF ARKANSAS
COUNTY OF PULASKI } ss.:

JAMES C. BAKER, being duly sworn, deposes and says:

1. That he is a Vice President of Arkansas Louisiana Gas Company, one of the corporations described in, and which executed the foregoing instrument, and is one of the officers who executed the foregoing instrument in behalf of the Arkansas Louisiana Gas Company.

2. That Arkansas Louisiana Gas Company, one of the corporations executing the aforementioned instrument, is a corporation engaged in the State of Texas, in the transportation, distribution and sale through local distribution systems of natural gas to the public for domestic, commercial and industrial uses, and in the ownership and operation of gas pipe lines for the transportation and sale of natural gas to industrial consumers for their own use, and consequently is one of the persons referred to in clauses (B) and (C) of Section 35.01 (a)(2) of the Business and Commerce Code of the State of Texas.

James C Baker

Sworn to by me this
18th day of September, 1975.

Virginia E. Roth
Notary Public

My Commission expires September 1, 1977.

NOTARY PUBLIC

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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. 1 day of Oct. 1975, and that the same has been
recorded in Book 191 Page 335 records of REAL ESTATE TRUST DEEDS
of said County.
Witness my hand and seal this the 1 day of Oct. 1975.
Fees $ ____ pd.

SEAL H. D. Ferguson, CLERK

365

CANCELLED BY AUTHORITY RECORDED IN BOOK
269 727
THIS 27 DAY OF Feb. 1981
CHANCERY CLERK

FOR REAL ESTATE, CHATTEL OR BOTH

Dewayne Davis, et ux

To { DEED OF TRUST

Charles Rosson Courtney, et ux

THIS INDENTURE, Made this 29th day of September 19 75
between De wayne Davis and wife, Myrtle Davis
of the first part,
and Charles Rosson Courtney and wife, Sherley Phillips Courtney
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 Three Thousand Six Hundred Dollars ($3,600.00) evidenced by a promissory note of even date, bearing 10% interest from date, due and repayable in 72 equal monthly amortized installments of $66.70 each, first of said installments shall be due January 20, 1976 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 reduction of principal

~~and further ensure that the party of the second part may furnish the party of the first part during the year 19____ not to exceed _____ and the part ____ of the first part having agreed to secure the prompt payment of the same when due. Therefore,~~ in consideration of the premises, and of the sum of One Dollar to the part ies of the first part paid by George S. McIngvale Trustee, the part ies of the first part ha ve this day granted, bargained, and sold to the said Trustee the following described property, located in the County of DeSoto, and state of Mississippi, viz: ~~All of the agricultural products of every kind that now do or shall and all the crops of every kind to be grown by _____ and family, or any hands owning with or under _____ either as landlord or tenant or otherwise, during the year 19____ on the land that _____ may cultivate, or cause to be cultivated, as landlord or tenant and all _____ farming implements of every kind and~~

Lot 3, Pryne Subdivision as per plat thereof recorded in Plat Book 4, Page 19 in the office of the Chancery Clerk of DeSoto County, Mississippi. Said lot being situated in Section 28, Township 1, Range 7.

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.

This deed of trust is second and subordinate to that certain deed of trust to North Mississippi Savings and Loan Association dated September 19, 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 ies of the first part promptly pay the above stated indebtedness on or before the maturity ~~date~~ thereof 19____ then this instrument to be void; but in default thereof the said Trustee shall take possession of said property, and after giving notice of the time, place and terms of sale, by advertisement according to law in DeSoto County, shall sell the same at public auction, to the highest bidder for cash, at such time and place as he shall designate in said advertisement. The proceeds of said sale shall be applied to the payment of said indebtedness and all costs incurred herein; and if there be a surplus, such surplus shall be refunded to the part ies of the first part. In case of failure or inability on the part of said Trustee to execute the trust herein confided, the part ies of the second part their _____ assigns or legal representatives, can at any time appoint a Trustee to act in his stead.

Witness our signature S the date written above.

Witness

Dewayne Davis
Myrtle Davis

STATE OF MISSISSIPPI, DeSOTO COUNTY

Personally appeared before me the undersigned authority of said County, the within named Dewayne Davis and wife, Myrtle Davis who acknowledged that they signed and delivered the foregoing Deed of Trust on the day and year therein mentioned.

Given under my hand and official seal, this 22 day of September 19 75

My Commission Expires: (SEAL)

Notary Public

Clerk

By D. C.

STATE OF MISSISSIPPI, DeSOTO COUNTY.

Before me, of said County, this day personally appeared the above named

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 2 o'clock 45 minutes P. M. 30 day of Sept 1975, and that the same has been recorded in Book 191 Page 365 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 1 day of Oct. 1975.

Fees $2.50 pd.

SEAL H. D. Ferguson, CLERK

366

SECURITY BANK OF HERNANDO, GRANTOR)
)
)
)
TO) PARTIAL RELEASE
)
)
)
STEVEN RAY ROBINSON, ET UX, GRANTEES)

For and in consideration of Ten Dollars ($10.00) and other good and valuable considerations, Security Bank of Hernando does hereby release from the lien of that certain deed of trust given by Steven Ray Robinson and wife, Bonnie Sue Hawkins Robinson being dated September 19, 1973 and recorded in Book 165, page 634 in the office of the Chancery Clerk of DeSoto County, Mississippi, the hereafter described land in DeSoto County, Mississippi, described as follows, to-wit:

Commencing at the Southeast Corner of the Northwest Quarter of Section 28, Township 3 South, Range 9 West, DeSoto County, Mississippi; thence West 679.36 feet along the sath line of said quarter section to an iron pin; thence north 00 degrees 28 minutes 17 seconds west 1885.05 feet to an iron pin; thence west 319.66 feet to the point of beginning and the northeast corner of the described tract; thence west 319.66 feet to an iron pin; thence south 00 degrees 28 minutes 17 seconds east 204.40 feet to a point; thence east 319.66 feet to a point; thence north 00 degrees 28 minutes 17 seconds west 204.40 feet to the point of beginning, containing 1.5 acres more or less located in the northwest quarter of Section 28, Township 3 South, Range 9 West, DeSoto County, Mississippi.

The lien on the remaining land which has not been previously released remains dn full force and effect.

The Chancery Clerk of DeSoto County, Mississippi is hereby authorized and requested to record this release and to make any and all marginal notations to fully prfect the same.

Witness the signature this the 30 day of September, 1975.

SECURITY BANK OF HERNANDO

By _____
T. R. Hurdle, President

STATE OF MISSISSIPPI
COUNTY OF DESOTO

This day personally appeared before me, the undersigned authority in and for said county and state, the within named T. R. Hurdle, President of Security Bank of Hernando who acknowledged that he signed and delivered the above and foregoing Partial Release on the day and date therein mentioned 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 30 day of September, 1975.

NOTARY PUBLIC

Rebecca Kelly
Notary Public

My Commission Expires:

5-1-78

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 2 o'clock 45 minutes P. M. 30 day of Sept. 1975, and that the same has been recorded in Book 191 Page 366 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 1 day of Oct. 1975.

Fees $2.50 pd.

SEAL H. H. Jernigan CLERK

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST **Class C**

STATE OF MISSISSIPPI, DeSoto County. } ss.

KNOW ALL MEN BY THESE PRESENTS: That COMMERCIAL & INDUSTRIAL BANK of Memphis, Tennessee, the beneficiary, does hereby certify that a certain trust deed bearing date the 4th day of December 19 73, made and executed by J. C. HENSON and wife, JESSIE HENSON, ~~HIS~~ 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. 169 on page 195 of the Record of Trust Deeds, on the 11th day of December, A. D. 19 73, is now fully paid and satisfied; and I do hereby authorize the Clerk of the Chancery Court of said DeSoto County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of said County also as provided by law.

COMMERCIAL & INDUSTRIAL BANK
Memphis, Tennessee

By Jim Smith
(Name) Jim Smith-Asst. Vice President
(Title)

STATE OF ~~MISSISSIPPI~~ } MISSISSIPPI
~~DeSoto~~ County. of } ss. DeSOTO

Personally came and appeared before me, the undersigned authority a Notary Public (Name) Jim Smith, the Asst. Vice President (Title) of COMMERCIAL & INDUSTRIAL BANK Memphis, Tennessee, 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 bank, he being authorized so to do.

Given under my hand and seal of office this 23rd day of September A. D. 19 75.

(SEAL) Mattie L. Hays
NOTARY PUBLIC

My Commission Expires: Sept. 3 1979

My Commission Expires April 2, 1979

LAWRENCE-GATEWOOD 67844

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 11 o'clock 50 minutes A. M. 1 day of October 1975, and that the same has been recorded in Book 191 Page 367 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 1 day of Oct 1975.

Fees $2.50 pd.

SEAL H. D. Ferguson, CLERK

368

PREPARED BY:
SIDNEY M. KATZ, ATTY.
4041 KNIGHT-ARNOLD ROAD
MEMPHIS, TENN. 38118

MISSISSIPPI
ASSIGNMENT OF DEED OF TRUST

For valuable consideration, the receipt of which is acknowledged, the undersigned does hereby sell, transfer and assign unto Government National Mortgage Association, that certain Deed of Trust executed by Glenn Edward McAlpin and wife, Phyllis Susan McAlpin, to Delta Title Company, Trustee, for the benefit of National Mortgage Company, a Tennessee Corporation, dated August 29th, 1975, securing a note in the sum of $ 26,700.00, recorded in Book 190, Page 553, of the office of the Chancery Clerk of DeSoto County, Mississippi, together with the indebtedness secured thereby.

The undersigned as Beneficiary warrants that it is the legal owner of the above described indebtedness and is capable of conveying title to same.

The undersigned covenants that the original Note secured by said Deed of Trust and assigned by this instrument is in the principal amount of $ 26,700.00, plus interest at the rate of 7 3/4% per annum, the first monthly installment being due the 1st day of October, 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 23rd day of September, 19 75.

NATIONAL MORTGAGE COMPANY

Sidney M. Katz
Senior Vice President

ATTEST:

Marvin J. Loskove
Assistant Secretary

STATE OF TENNESSEE
COUNTY OF SHELBY

Before me the undersigned, a Notary Public in and for the aforesaid County and State, personally appeared the within named Sidney M. Katz and Marvin J. Loskove who acknowledged that they, as Senior Vice President and Assistant Secretary respectively, of and for and on behalf and by authority of National Mortgage Company, a corporation organized and existing under the laws of the State of Tennessee, signed the above foregoing instrument and affixed the corporate seal of said corporation herewith and delivered said instrument on the day and year therein mentioned.

GIVEN UNDER MY HAND and seal of office, this the 23rd day of September, 19 75.

Judith Combs
NOTARY PUBLIC

2/71/226

ke

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 2 o'clock no minutes P. M. 30 day of Oct. 1975, and that the same has been recorded in Book 191 Page 368 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 1 day of Oct. 1975.

Fees $2.50 pd.

SEAL H. D. Ferguson, CLERK

PREPARED BY:
SIDNEY M. KATZ, ATTY.
4040 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 ASSOCIATON, that certain Deed of Trust executed by Daniel P. Hightower and wife, Rogenia S. Hightower, to DELTA TITLE COMPANY, Trustee, for the benefit of National Mortgage Company, a Tennessee Corporation, dated September 11, 1975, securing a note in the sum of $ 28,000.00, recorded in Book 190, Page 557, of the office of the Chancery Clerk of DeSoto County, Mississippi, together with the indebtedness secured thereby.

The undersigned as Beneficiary warrants that it is the legal owner of the above described indebtedness and is capable of conveying title to same.

The undersigned covenants that the original Note secured by said Deed of Trust and assigned by this instrument is in the principal amount of $ 28,000.00, plus interest at the rate of 7-3/4 % per annum, the first monthly installment being due the first day of October, 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 September, 1975.

NATIONAL MORTGAGE COMPANY

Sidney M. Katz
Senior Vice President

ATTEST:

Marvin J. Loskove
Assistant Secretary

STATE OF TENNESSEE
COUNTY OF SHELBY

Before me the undersigned, a Notary Public in and for the aforesaid County and State, personally appeared the within named Sidney M. Katz and Marvin J. Loskove who acknowledged that they, as Senior Vice President and Assistant Secretary respectively, of and for and on behalf and by authority of National Mortgage Company, a corporation organized and existing under the laws of the State of Tennessee, signed the above foregoing instrument and affixed the corporate seal of said corporation herewith and delivered said instrument on the day and year therein mentioned.

GIVEN UNDER MY HAND and seal of office, this the 23rd day of September, 1975.

TERRIE LAY NOTARY PUBLIC SHELBY COUNTY, TENN. My Commission Expires Sept. 3, 1979
2/71/316

NOTARY PUBLIC

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 3 o'clock ~~a~~ p minutes P. M. 30 day of Sept. 1975, and that the same has been recorded in Book 191 Page 369 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 1 day of Oct. 1975.

Fees $2.50 pd.

SEAL H. D. Ferguson, CLERK

370

PREPARED BY:
SIDNEY M. KATZ
6041 KNIGHT-ARNOLD ROAD
MEMPHIS, TENN. 38115

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 Merlin R. Brown and wife, Freida E. Brown, to DELTA TITLE COMPANY, Trustee, for the benefit of National Mortgage Company, a Tennessee Corporation, dated July 31, 19 75, securing a note in the sum of $ 28,750.00, recorded in Book 190, Page 191, of the office of the Chancery Clerk of DeSoto County, Mississippi, together with the indebtedness secured thereby.

The undersigned as Beneficiary warrants that it is the legal owner of the above described indebtedness and is capable of conveying title to same.

The undersigned covenants that the original Note secured by said Deed of Trust and assigned by this instrument is in the principal amount of $ 28,750.00, 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 23rd day of September, 1975.

NATIONAL MORTGAGE COMPANY

Sidney M. Katz
Senior Vice President

ATTEST:

Marvin J. Loskove
Assistant Secretary

STATE OF TENNESSEE
COUNTY OF SHELBY

Before me the undersigned, a Notary Public in and for the aforesaid County and State, personally appeared the within named Sidney M. Katz and Marvin J. Loskove who acknowledged that they, as Senior Vice President and Assistant Secretary respectively, of and for and on behalf and by authority of National Mortgage Company, a corporation organized and existing under the laws of the State of Tennessee, signed the above foregoing instrument and affixed the corporate seal of said corporation herewith and delivered said instrument on the day and year therein mentioned.

GIVEN UNDER MY HAND and seal of office, this the 23rd day of September, 1975.

My Commission Expires Sept 13, 1977

Judith Combs
NOTARY PUBLIC

2/71/226

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 3 o'clock 30 minutes P. M. 30 day of Sept., 1975, and that the same has been recorded in Book 191 Page 370 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 1 day of Oct. 1975.

Fees $2.50 pd.

SEAL H. P. Ferguson, CLERK

PREPARED BY
SIDNEY M. KATZ, ATTY.
4041 KNIGHT-ARNOLD ROAD
MEMPHIS, TENN. 38118

MISSISSIPPI
ASSIGNMENT OF DEED OF TRUST

For valuable consideration, the receipt of which is acknowledged, the undersigned does hereby sell, transfer and assign unto FEDERAL NATIONAL MORTGAGE ASSOCIATION, that certain Deed of Trust executed by Gerald L. Fugate and wife, Bonnie L. Fugate, to DELTA TITLE COMPANY, Trustee, for the benefit of National Mortgage Company, a Tennessee Corporation, dated August 27, 1975, securing a note in the sum of $ 24,800.00, recorded in Book 190, Page 187, 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 $ 24,800.00, plus interest at the rate of 8-1/2 % per annum, the first monthly installment being due the first day of October, 1975.

IN WITNESS THEREOF the undersigned has executed this assignment through its Senior Vice President and Assistant Secretary, and has caused its corporate seal to be thereunto affixed on this the 23rd day of September, 1975.

NATIONAL MORTGAGE COMPANY

Sidney M. Katz
Senior Vice President

ATTEST:

Marvin J. Loskove
Assistant Secretary

STATE OF TENNESSEE
COUNTY OF SHELBY

Before me the undersigned, a Notary Public in and for the aforesaid County and State, personally appeared the within named Sidney M. Katz and Marvin J. Loskove who acknowledged that they, as Senior Vice President and Assistant Secretary respectively, of and for and on behalf and by authority of National Mortgage Company, a corporation organized and existing under the laws of the State of Tennessee, signed the above foregoing instrument and affixed the corporate seal of said corporation herewith and delivered said instrument on the day and year therein mentioned.

GIVEN UNDER MY HAND and seal of office, this the 23rd day of September, 1975.

My Commission Expires Sept. 3, 1978

NOTARY PUBLIC

2/71/226

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 3 o'clock 00 minutes P M. 30 day of Sept 1975, and that the same has been recorded in Book 191 Page 371 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 1 day of October 1975.

Fees $2.50 pd.

SEAL H. D. Ferguson, CLERK

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PREPARED BY:
SIDNEY M. KATZ, ATTY.
4041 KNIGHT-ARNOLD ROAD
MEMPHIS, TENN. 38118

MISSISSIPPI
ASSIGNMENT OF DEED OF TRUST

For valuable consideration, the receipt of which is acknowledged, the undersigned does hereby sell, transfer and assign unto FEDERAL NATIONAL MORTGAGE ASSOCIATION, that certain Deed of Trust executed by JAMES B. LEONARD AND WIFE, JOYE F. LEONARD, to DELTA TITLE COMPANY, Trustee, for the benefit of National Mortgage Company, a Tennessee Corporation, dated August 26, 1975, securing a note in the sum of $ 25,800.00, recorded in Book 190, Page 209, of the office of the Chancery Clerk of DeSoto County, Mississippi, together with the indebtedness secured thereby.

The undersigned as Beneficiary warrants that it is the legal owner of the above described indebtedness and is capable of conveying title to same.

The undersigned covenants that the original Note secured by said Deed of Trust and assigned by this instrument is in the principal amount of $ 25,800.00, plus interest at the rate of 8-1/2 % per annum, the first monthly installment being due the first day of October, 1975.

IN WITNESS THEREOF the undersigned has executed this assignment through its Senior Vice President and Assistant Secretary, and has caused its corporate seal to be thereunto affixed on this the 23rd day of September, 1975.

NATIONAL MORTGAGE COMPANY

Sidney M. Katz
Senior Vice President

ATTEST:

Marvin J. Loskove
Assistant Secretary

STATE OF TENNESSEE
COUNTY OF SHELBY

Before me the undersigned, a Notary Public in and for the aforesaid County and State, personally appeared the within named Sidney M. Katz and Marvin J. Loskove who acknowledged that they, as Senior Vice President and Assistant Secretary respectively, of and for and on behalf and by authority of National Mortgage Company, a corporation organized and existing under the laws of the State of Tennessee, signed the above foregoing instrument and affixed the corporate seal of said corporation herewith and delivered said instrument on the day and year therein mentioned.

GIVEN UNDER MY HAND and seal of office, this the 23rd day of September, 1975.

My Commission expires Aug. 17, 1976

2/71/226

Elizabeth Wondley
NOTARY PUBLIC

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 3 o'clock 00 minutes P M. 30 day of Sept. 1975, and that the same has been recorded in Book 191 Page 372 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 1 day of October 1975.

Fees $ 2.50 pd.

SEAL H. W. Ferguson, CLERK

Assignment of this Instrument Recorded in
Real Estate T.D. Book
No. 278 Page 325
This the 5 day of Nov. 1981
W.D. Ferguson Clerk

Assignment of this Instrument Recorded in
Real Estate T.D. Book
No. 193 Pages 64
This the 15 day of Oct 1975
Clerk

PREPARED BY
MORRIS, WHITTEN, ATTY.
4041 Knight Arnold Road
Memphis, Tenn. 38118

DEED OF TRUST

D-22943-SR

THIS DEED OF TRUST is made this 25th day of SEPTEMBER, 1975, among the Grantor, RICHARD SUMRALL AND WIFE, NANCY M. SUMRALL (herein "Borrower"), DELTA TITLE COMPANY (herein "Trustee"), and the Beneficiary, NATIONAL MORTGAGE COMPANY, a corporation organized and existing under the laws of STATE OF TENNESSEE, whose address is 4041 KNIGHT ARNOLD ROAD, MEMPHIS, TENNESSEE (herein "Lender").

Borrower, in consideration of the indebtedness herein recited and the trust herein created, irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the County of DESOTO, State of Mississippi:

LOT 24, SECTION A, REVISED, GREENBROOK SUBDIVISION, AS SHOWN ON PLAT OF RECORD IN PLAT BOOK 8, pages 53 & 54, IN SECTION 19, TOWNSHIP 1 SOUTH, RANGE 7 WEST, IN THE OFFICE OF THE CHANCERY CLERK OF DESOTO COUNTY, MISSISSIPPI, TO WHICH PLAT REFERENCE IS HEREBY MADE FOR A MORE PARTICULAR DESCRIPTION OF SAID LOT, AS PER SURVEY BY RALPH F. HASSA, CIVIL ENGINEER DATED SEPTEMBER 15, 1975.

The holders of the indebtedness described herein shall have the option at any time to require Grantors to pay to the Holders of the indebtedness in addition to and concurrent 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, as subsequent amendments; regulations; said sum to be used to escrow against flood insurance premium on the part of the holder of the indebtedness for [illegible] payment of said premiums when due and payable. If at any time the escrow shall not be sufficient to pay said premiums when due and payable, the Grantors shall on demand [illegible] any sum necessary to make up the deficit.

Together with all the improvements, now or hereafter erected on the property, and all easements, rights, appurtenances, rents (subject however to the rights and authorities given herein to Lender to collect and apply such rents), royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Deed of Trust; and all of the foregoing, together with said property (or the leasehold estate in the event this Deed of Trust is on a leasehold) are herein referred to as the "Property";

To Secure to Lender (a) the repayment of the indebtedness evidenced by Borrower's note of even date herewith (herein "Note"), in the principal sum of THIRTY TWO THOUSAND SEVEN HUNDRED FIFTY & 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 OCTOBER 1, 2005; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Deed of Trust; and the performance of the covenants and agreements of Borrower herein contained; and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances").

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any easements and restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

MISSISSIPPI—FHLMC—12/71—1 to 4 Family

CANCELLED BY AUTHORITY RECORDED IN BOOK
278 PAGE 323
THIS 5 DAY OF Nov. 1981
W.D. Ferguson
CHANCERY CLERK

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UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any Future Advances secured by this Deed of Trust.

2. Funds for Taxes and Insurance. Subject to Lender's option under paragraphs 4 and 5 hereof, Borrower shall pay to Lender on the day monthly installments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments which may attain priority over this Deed of Trust, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender shall make no charge for so holding and applying the Funds or verifying and compiling said assessments and bills. Borrower and Lender may agree in writing at the time of execution of this Deed of Trust that interest on the Funds shall be paid to Borrower, and unless such agreement is made, Lender shall not be required to pay Borrower any interest on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Deed of Trust.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency within thirty days after notice from Lender to Borrower requesting payment thereof.

Upon payment in full of all sums secured by this Deed of Trust, Lender shall promptly refund to Borrower any Funds held by Lender.

If under paragraph 18 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Deed of Trust.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note and on Future Advances, if any, and then to the principal of the Note and to the principal of Future Advances, if any.

4. Charges: Liens. Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Deed of Trust, and ground rents, if any, at Lender's option in the manner provided under Paragraph 2 hereof or by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the event Borrower shall make payment directly, Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Deed of Trust; provided, that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall in good faith contest such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require; provided, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Deed of Trust.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid at Lender's option in the manner provided under paragraph 2 hereof or by Borrower making payment, when due, directly to the insurance carrier.

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender, and Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Deed of Trust is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Deed of Trust would be impaired, the insurance proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower or if Borrower fails to respond to Lender within 30 days after notice by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

If under paragraph 18 hereof the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof (to the extent of the sums secured by this Deed of Trust immediately prior to such sale or acquisition) resulting from damage to the Property prior to the sale or acquisition shall pass to Lender.

6. Preservation and Maintenance of Property: Leaseholds: Condominiums. Borrower shall keep the Property in good repair and shall not permit or commit waste, impairment, or deterioration of the Property and shall comply with the provisions of any lease, if this Deed of Trust is on a leasehold. If this Deed of Trust is on a condominium unit, Borrower shall perform all of Borrower's obligations under the declaration of condominium or master deed, the by-laws and regulations of the condominium project and constituent documents.

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or if any action or proceeding is commenced which materially affects Lender's interest in

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.

Richard Sumrall
RICHARD SUMRALL —Borrower

Nancy M. Sumrall
NANCY M. SUMRALL —Borrower

5709 GREENWAY ROAD
SOUTHAVEN, MISS. 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 RICHARD SUMRALL AND WIFE, NANCY M. SUMRALL 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 25th day of SEPTEMBER, A.D. 19 75

My Commission expires:

My Commission Expires Oct. 18, 1977

Lori Lundy
Notary Public

STATE OF MISSISSIPPI, DeSOTO COUNTY

I certify that the within instrument was

filed ... 2 o'clock and

55 minutes P M 30

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 2 o'clock 55 minutes P. M. 30 day of Sept. 1975, and that the same has been recorded in Book 191 Page 373 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 1 day of October 1975.

Fees $ 5.00 pd.

SEAL H. L. Ferguson, CLERK

Assignment of this Instrument Recorded in
Real Estate T/D Book
No. 192 Page 92
This the 16 day of October 1975
J. D. Ferguson Clerk

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PREPARED BY
GRIFFIS WHITMAN, ATTY.
4041 Knight Arnold Road
Memphis, Tenn. 38118

DEED OF TRUST

D-22918-SR

THIS DEED OF TRUST is made this 26th day of SEPTEMBER, 19 75, among the Grantor, RONALD T. JAYNES AND WIFE, CAROL B. JAYNES (herein "Borrower"), DELTA TITLE COMPANY (herein "Trustee"), and the Beneficiary, NATIONAL MORTGAGE COMPANY, a corporation organized and existing under the laws of STATE OF TENNESSEE, whose address is 4041 KNIGHT ARNOLD ROAD, MEMPHIS, TENN. (herein "Lender").

BORROWER, in consideration of the indebtedness herein recited and the trust herein created, irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the County of DESOTO, State of Mississippi:

SECTION 19, TOWNSHIP 1 SOUTH, RANGE 7 WEST, LOT 504, SECTION C, REVISED/ GREENBROOK SUBDIVISION, AS SHOWN ON PLAT OF RECORD IN PLAT BOOK 11, pages 13 & 14, IN THE OFFICE OF THE CHANCERY CLERK OF DESOTO COUNTY, MISSISSIPPI, TO WHICH PLAT REFERENCE IS HEREBY MADE FOR A MORE PARTICULAR DESCRIPTION OF SAID LOT, AS PER SURVEY BY RALPH F. HASSA, CIVIL ENGINEER DATED SEPTEMBER 15, 1975.

The holders of the indebtedness described herein shall have the option at any time to require Grantors to pay to the Holders of the indebtedness in addition to and concurrent 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 as provided for by the National Flood Insurance Act of 1968 as amended or similar legislation said sum to be held in escrow without interest as the part of the indebtedness of the indebtedness for payment thereof and to be used in payment of said insurance when due and payable. In the account 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 THOUSAND SIX HUNDRED FIFTY & 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 OCTOBER 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

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.

Ronald T. Jaynes
RONALD T. JAYNES —Borrower

Carol B. Jaynes
CAROL B. JAYNES —Borrower

5803 GREENBROOK PARKWAY

SOUTHAVEN, MISS. 38671
Property Address

STATE OF TENNESSEE, SHELBY COUNTY SS:

Personally appeared before me, the undersigned authority in and for said County and State, the within named RONALD T. JAYNES AND WIFE, CAROL B. JAYNES who acknowledged that THEY signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and seal of office, on this the 26th day of SEPTEMBER, A.D., 19 75.

M. Walton
Notary Public

My Commission expires:

My Commission Expires June 11, 1979

STATE OF MISSISSIPPI, DeSOTO COUNTY

I ... instrument was filed for ... o'clock ... and ...

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 2 o'clock 55 minutes P. M. 30 day of Sept. 1975, and that the same has been recorded in Book 191 Page 377 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 1 day of October 1975.

Fees $5.00 pd.

SEAL H. L. Ferguson, CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK 227 PAGE 494
THIS 16 DAY OF July 19 78
CHANCERY CLERK

DEED OF TRUST

THIS DEED OF TRUST is made this 27th day of SEPTEMBER, 19 75, among the Grantor, JOHN E. McGINNIS and wife, NANCY E. McGINNIS,

(herein "Borrower"),

Joe M. Hudspeth,

(herein "Trustee"),

and the Beneficiary, NORTH MISSISSIPPI SAVINGS & LOAN ASSOCIATION, a corporation organized and existing under the laws of The State of Mississippi, whose address is

Horn Lake, Mississippi,

(herein "Lender").

BORROWER, in consideration of the indebtedness herein recited and the trust herein created, irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the County of DeSoto, State of Mississippi:

Lot 21, Tall Oaks Subdivision, Section 32, Township 1, Range 7

West, as shown on recorded plat of said Subdivision in Plat Book 6,

Page 37 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 Six Thousand and No/100 - - - Dollars, with interest thereon, providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on October 1, 2005; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Deed of Trust; and the performance of the covenants and agreements of Borrower herein contained; and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances").

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any easements and restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any Future Advances secured by this Deed of Trust.

2. Funds for Taxes and Insurance. Subject to Lender's option under paragraphs 4 and 5 hereof, Borrower shall pay to Lender on the day monthly installments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments which may attain priority over this Deed of Trust, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender shall make no charge for so holding and applying the Funds or verifying and compiling said assessments and bills. Borrower and Lender may agree in writing at the time of execution of this Deed of Trust that interest on the Funds shall be paid to Borrower, and unless such agreement is made, Lender shall not be required to pay Borrower any interest on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Deed of Trust.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency within thirty days after notice from Lender to Borrower requesting payment thereof.

Upon payment in full of all sums secured by this Deed of Trust, Lender shall promptly refund to Borrower any Funds held by Lender.

If under paragraph 18 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Deed of Trust.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note and on Future Advances, if any, and then to the principal of the Note and to the principal of Future Advances, if any.

4. Charges; Liens. Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Deed of Trust, and ground rents, if any, at Lender's option in the manner provided under Paragraph 2 hereof or by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the event Borrower shall make payment directly, Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Deed of Trust; provided, that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall in good faith contest such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require; provided, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Deed of Trust.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid at Lender's option in the manner provided under paragraph 2 hereof or by Borrower making payment, when due, directly to the insurance carrier.

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender, and Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Deed of Trust is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Deed of Trust would be impaired, the insurance proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower or if Borrower fails to respond to Lender within 30 days after notice by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

If under paragraph 18 hereof the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof (to the extent of the sums secured by this Deed of Trust immediately prior to such sale or acquisition) resulting from damage to the Property prior to the sale or acquisition shall pass to Lender.

6. Preservation and Maintenance of Property; Leaseholds; Condominiums. Borrower shall keep the Property in good repair and shall not permit or commit waste, impairment, or deterioration of the Property and shall comply with the provisions of any lease, if this Deed of Trust is on a leasehold. If this Deed of Trust is on a condominium unit, Borrower shall perform all of Borrower's obligations under the declaration of condominium or master deed, the by-laws and regulations of the condominium project and constituent documents.

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs. Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, shall become additional indebtedness of Borrower secured by this Deed of Trust. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate stated in the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible by applicable law. Nothing contained in this paragraph 7 shall require Lender to incur any expense or do any act hereunder.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Deed of Trust such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Deed of Trust immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to Borrower.

If the Property is abandoned by Borrower or if after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days of the date of such notice, Lender is authorized to collect and apply the proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

10. Borrower Not Released. Extension of the time for payment or modification of amortization of the sums secured by this Deed of Trust granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Deed of Trust by reason of any demand made by the original Borrower and Borrower's successors in interest.

11. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any right or remedy hereunder. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Deed of Trust.

12. Remedies Cumulative. All remedies provided in this Deed of Trust are distinct and cumulative to any other right or remedy under this Deed of Trust or afforded by law or equity, and may be exercised concurrently, independently or successively.

13. Successors and Assigns Bound; Joint and Several Liability; Captions. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Deed of Trust are for convenience only and are not to be used to interpret or define the provisions hereof.

14. Notice. Any notice to Borrower provided for in this Deed of Trust shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address stated below, except for any notice required under paragraph 18 hereof to be given to Borrower in the manner prescribed by applicable law. Any notice provided for in this Deed of Trust shall be deemed to have been given to Borrower when given in the manner designated herein.

15. Uniform Deed of Trust; Governing Law; Severability. This form of deed of trust combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. This Deed of Trust shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Deed of Trust or the Note conflicts with applicable law, such conflicts shall not affect other provisions of this Deed of Trust or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Deed of Trust and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be furnished a conformed copy of this Deed of Trust at the time of execution or after recordation hereof.

17. Transfer of the Property; Assumption. If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Deed of Trust, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Lender may, at Lender's option, declare all the sums secured by this Deed of Trust to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale or transfer, Lender and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sums secured by this Deed of Trust shall be at such rate as Lender shall request. If Lender has waived the option to accelerate provided in this paragraph 17 and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Deed of Trust and the Note.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 14 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the

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expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 18 hereof.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

18. Acceleration; Remedies. Except as provided in paragraph 17 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Deed of Trust, including the covenants to pay when due any sums secured by this Deed of Trust, Lender prior to acceleration shall mail notice to Borrower as provided in paragraph 14 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Deed of Trust and sale of the Property. If the breach is not cured on or before the date specified in the notice, Lender at Lender's option may declare all of the sums secured by this Deed of Trust to be immediately due and payable without further demand, and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable attorney's fees.

If Lender invokes the power of sale, Lender shall send to Borrower, in the manner provided in paragraph 14 hereof, notice of Lender's election to sell the Property. Trustee shall give notice of sale by public advertisement for the time and in the manner prescribed by applicable law. Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder for cash at such time and place in DeSoto County as Trustee designates in the notice of sale in one or more parcels and in such order as Trustee may determine. Lender or Lender's designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property so sold without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all costs and expenses of the sale, including, but not limited to, reasonable Trustee's and attorney's fees and costs of title evidence; (b) to all sums secured by this Deed of Trust; and (c) the excess, if any, to the person or persons legally entitled thereto.

19. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Deed of Trust, Borrower shall have the right to have any proceedings begun by Lender to enforce this Deed of Trust discontinued at any time prior to sale of the Property pursuant to the power of sale contained in this Deed of Trust or at any time prior to entry of a judgment enforcing this Deed of Trust if: (a) Borrower pays Lender all sums which would be then due under this Deed of Trust, the Note and notes securing Future Advances, if any, had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Deed of Trust; (c) Borrower pays all reasonable expenses incurred by Lender and Trustee in enforcing the covenants and agreements of Borrower contained in this Deed of Trust and in enforcing Lender's and Trustee's remedies as provided in paragraph 18 hereof, including reasonable attorney's fees; and (d) Borrower takes such action as Lender may reasonable require to assure that the lien of this Deed of Trust, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Deed of Trust shall continue unimpaired. Upon such payment and cure by Borrower, this Deed of Trust and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

20. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 18 hereof or abandonment of the Property, Lender, in person, by agent or by judicially appointed receiver shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the Receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Deed of Trust. Lender and the receiver shall be liable to account only for those rents actually received.

21. Future Advances. Upon request of Borrower, Lender, at Lender's option prior to release of this Deed of Trust, may make Future Advances to Borrower. Such Future Advances, with interest thereon, shall be secured by this Deed of Trust when evidenced by promissory notes stating that said notes are secured hereby.

22. Release. Upon payment of all sums secured by this Deed of Trust, Lender or Trustee shall cancel this Deed of Trust without charge to Borrower. If Trustee is requested to cancel this Deed of Trust, all notes evidencing indebtedness secured by this Deed of Trust shall be surrendered to Trustee.

23. Substitute Trustee. Lender at Lender's option may from time to time remove Trustee and appoint a successor Trustee to any Trustee appointed hereunder by instrument recorded in the county in which this Deed of Trust is recorded. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon the Trustee herein and by applicable law.

IN WITNESS WHEREOF, Borrower has executed this Deed of Trust.

John E. McGinnis
JOHN E. McGINNIS —Borrower

Nancy E. McGinnis
NANCY E. McGINNIS —Borrower

Lot 21, Tall Oaks Subdivision

DeSoto County, 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 JOHN E. McGINNIS and wife, NANCY E. McGINNIS, 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 SEPTEMBER, A.D., 19 75.

My Commission expires: 5-1-78

Rebecca Lill
Notary Public

STATE OF MISSISSIPPI, DeSOTO COUNTY
I certify that the within instrument was filed for record at 2 o'clock
45 minutes P M. 30 day of Sept. 1975, and that the same has been
recorded in Book 191 Page 381 records of REAL ESTATE TRUST DEEDS
of said County.
Witness my hand and seal this the 1 day of October 1975.

Fees $ 5.00 pd.

SEAL H. L. Ferguson, CLERK

6/5 pd.

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST **Class C**

STATE OF MISSISSIPPI, DeSoto County. } ss.

KNOW ALL MEN BY THESE PRESENTS: That THE HERNANDO BANK

of Horn Lake, Mississippi, the beneficiary, does hereby certify that a certain trust deed

bearing date the 4th day of April 19 75, made and executed by ROBERT E. McCASKILL

and wife, ANN B. McCASKILL of, 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. 184 on page 650

of the Record of Trust Deeds, on the 14th 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.

THE HERNANDO BANK

By: A. S. BALLARD, JR., President

STATE OF MISSISSIPPI, DeSoto County. } ss.

Personally came and appeared before me, the undersigned authority a Notary Public

in and for County and State aforesaid, A. S. BALLARD, JR., the President of THE HERNANDO BANK, who acknowledged that he signed and

delivered the above and foregoing instrument on the day and date for the purpose therein mentioned, as the act and deed of said bank, he being authorized so to do.

Given under my hand and seal of office this 30th day of September A. D. 19 75

(SEAL)

Elois B. Barbee

NOTARY PUBLIC

My Commission Expires: My Commission Expires Jan. 7, 1978

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 3 o'clock 30 minutes P M. 30 day of Sept. 1975, and that the same has been recorded in Book 191 Page 385 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 1 day of October 1975.

Fees $2.50 pd.

SEAL H. L. Ferguson, CLERK

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Mississippi

ASSIGNMENT OF DEED OF TRUST

For valuable consideration the receipt of which is acknowledged, the undersigned does hereby transfer and assign unto the

UNION PLANTERS NATIONAL BANK OF MEMPHIS,

that certain Deed of Trust executed by

DARREL R. VINCENT and wife, ALYCE O. VINCENT,

to C. B. Henley, Trustee, for the benefit of Bailey Mortgage Company, dated September 12, 1975, securing a note in the sum of $ 35,050.00 recorded in Book 191, Page 187, of the office of the ChanceryClerk of DeSoto, County, Mississippi, together with the indebtedness secured thereby.

IN WITNESS WHEREOF the undersigned has executed this Assignment through its duly authorized officer and has caused its corporate seal to be thereunto affixed on this, the 29th day of September, 19 75.

BAILEY MORTGAGE COMPANY

William Cook, Vice President

STATE OF MISSISSIPPI

COUNTY OF HINDS.....

Personnally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named William Cook, who acknowledged to me that he is Vice President of Bailey Mortgage Company, a Mississippi corporation, and that he signed and delivered the above and foregoing instrument and affixed the corporate seal of said corporation thereto, acting for and in behalf of said corporation, after having been duly authorized so to act.

GIVEN under my hand and official seal, this the 29th day of September, 19 75.

Margaret Jacqueline Moore
NOTARY PUBLIC

My Commission Expires Feb. 22, 1978

BMC-14 STC# 32574

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock NO minutes A M. 30 day of Sept. 1975, and that the same has been recorded in Book 191 Page 386 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 1 day of October 1975.

Fees $ 2.50 pd.

SEAL H. L. Ferguson, CLERK

CANCELLED BY AUTHORITY, RECORDED IN BOOK 417 PAGE 281
THIS 9 DAY OF Oct. 19 87
W.D. Ferguson D.C.
Chancery Clerk

DEED OF TRUST

THIS DEED OF TRUST is made this 29th day of SEPTEMBER, 19 75, among the Grantor, DEWAYNE DAVIS and wife, MYRTLE DAVIS,

(herein "Borrower"),
Joe M. Hudspeth,
(herein "Trustee"),
and the Beneficiary, NORTH MISSISSIPPI SAVINGS & LOAN ASSOCIATION, a corporation organized and existing under the laws of The State of Mississippi, whose address is
Horn Lake, Mississippi,
(herein "Lender").

BORROWER, in consideration of the indebtedness herein recited and the trust herein created, irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the County of DeSoto, State of Mississippi:

Lot 3, Pryne Subdivision as per plat thereof recorded in Plat Book 4, Page 19 in the Office of the Chancery Clerk of DeSoto County, Mississippi, said lot being situated in Section 28, Township 1, Range 7.

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 Twelve Thousand Four Hundred & No/100— Dollars, with interest thereon, providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on October 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.

Rec'd Book 205 Page 387 No. 2992 This the 5 day of July 1983 W. D. Ferguson

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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.

Dewayne Davis
DeWAYNE DAVIS —Borrower
D.D.

Myrtle Davis
MYRTLE DAVIS —Borrower

Lot 3, Pryne Subdivision

Southaven, MS
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 DEWAYNE DAVIS and wife, MYRTLE DAVIS, who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and seal of office, on this the 24th day of SEPTEMBER, A.D., 1975.

My Commission expires:
3-1-78

Rebecca Lill
Notary Public

STATE OF MISSISSIPPI, DeSOTO COUNTY
I hereby certify that the within instrument was filed for record at 2 o'clock and 45 minutes P M. 30 day of Sept. 1975 and that the same has been recorded in Book 191 Page 387 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 1 day of October 1975.
Fees $5.00 pd.
SEAL H. L. Ferguson, CLERK

CANCELLED BY AUTHORITY, RECORDED IN BOOK 1173 PAGE 413
THIS 15th DAY OF Dec, 1999
W. E. Davis
CHANCERY CLERK
by P. Starkey D.C.

Assignment of this instrument Recorded in Real estate T/D Book No. 422 Page 131
This the 1st day of Dec. 19 87
W. H. Ferguson Clerk
by D. Bryan, D.C.

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, September 30, 1975 (Date)

by and between the undersigned Jessie Lee Stevison

residing in DeSoto County, Mississippi, whose post office address is Lot 10, Oak Grove Subdivision Hernando, Mississippi,

grantor(s), herein called "Borrower," and Aaron Goolsby

an 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*
September 30, 1975	$20,180.00	8-1/8%	September 30, 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 10, Oak Grove Subdivision in Section 13, Township 3, South, Range 8 West as per plat thereof in Plat Book 13, Page 38 in the office of the Chancery Clerk of DeSoto County, Mississippi. Said lot located in the Town of Hernando.

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.

STATE OF MISSISSIPPI, DeSOTO COUNTY

I certify that the within instrument was filed for record at 4 o'clock and ~~00~~ minutes P. M. 30 day of Sept. 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

DESOTO TITLE CO., INC.
P. O. Box 467
Hernando, Miss. 38632

WITNESS the signature(s) of Borrower the day and year first above written

Jessie Lee Stevison
Jessie Lee Stevison

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 Jessie Lee Stevison

and _____ 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 30 Th day of September, 19 75.

Barbara J. Crutcher
(Signature)

(SEAL)

NOTARY PUBLIC
(Title)

My Commission Expires:
3-8-76

5007d

GPO 924-792

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 4 o'clock
10 minutes P M. 30 day of Sept. 1975, and that the same has been
recorded in Book 191 Page 391 records of REAL ESTATE TRUST DEEDS
of said County.
Witness my hand and seal this the 1 day of October 1975.
Fees $5.00 pd.
SEAL H. P. Ferguson, CLERK

DEED OF TRUST

THIS DEED OF TRUST is made this 30th day of September, 1975, among the Grantor, ROBERT E. McCASKILL and wife, ANN B. McCASKILL, (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 525 East Capitol Street, Jackson, Mississippi, (herein "Lender").

BORROWER, in consideration of the indebtedness herein recited and the trust herein created, irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the County of DeSoto, State of Mississippi:

Lot No. 23, Wilco Estates, recorded in Plat Book 9, Pages 19-22, Chancery Court Clerk's Office, DeSoto County, Mississippi. (Situated in Section 7, Township 4 South, Range 7 West, DeSoto County, Mississippi.)

TOGETHER with all the improvements, now or hereafter erected on the property, and all easements, rights, appurtenances, rents (subject however to the rights and authorities given herein to Lender to collect and apply such rents), royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Deed of Trust; and all of the foregoing, together with said property (or the leasehold estate in the event this Deed of Trust is on a leasehold) are herein referred to as the "Property";

To SECURE to Lender (a) the repayment of the indebtedness evidenced by Borrower's note of even date herewith (herein "Note"), in the principal sum of FORTY-NINE 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 October 1, 2005; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Deed of Trust; and the performance of the covenants and agreements of Borrower herein contained; and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances").

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any easements and restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

MISSISSIPPI—FHLMC—12/71—1 to 4 Family

CANCELLED BY AUTHORITY RECORDED IN BOOK 288 PAGE 157
THIS 5 DAY OF Oct 1982
CHANCERY CLERK

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UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any Future Advances secured by this Deed of Trust.

2. Funds for Taxes and Insurance. Subject to Lender's option under paragraphs 4 and 5 hereof, Borrower shall pay to Lender on the day monthly installments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments which may attain priority over this Deed of Trust, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender shall make no charge for so holding and applying the Funds or verifying and compiling said assessments and bills. Borrower and Lender may agree in writing at the time of execution of this Deed of Trust that interest on the Funds shall be paid to Borrower, and unless such agreement is made, Lender shall not be required to pay Borrower any interest on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Deed of Trust.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency within thirty days after notice from Lender to Borrower requesting payment thereof.

Upon payment in full of all sums secured by this Deed of Trust, Lender shall promptly refund to Borrower any Funds held by Lender.

If under paragraph 18 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Deed of Trust.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note and on Future Advances, if any, and then to the principal of the Note and to the principal of Future Advances, if any.

4. Charges; Liens. Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Deed of Trust, and ground rents, if any, at Lender's option in the manner provided under Paragraph 2 hereof or by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the event Borrower shall make payment directly, Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Deed of Trust; provided, that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall in good faith contest such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require; provided, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Deed of Trust.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid at Lender's option in the manner provided under paragraph 2 hereof or by Borrower making payment, when due, directly to the insurance carrier.

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender, and Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Deed of Trust is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Deed of Trust would be impaired, the insurance proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower or if Borrower fails to respond to Lender within 30 days after notice by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

If under paragraph 18 hereof the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof (to the extent of the sums secured by this Deed of Trust immediately prior to such sale or acquisition) resulting from damage to the Property prior to the sale or acquisition shall pass to Lender.

6. Preservation and Maintenance of Property; Leaseholds; Condominiums. Borrower shall keep the Property in good repair and shall not permit or commit waste, impairment, or deterioration of the Property and shall comply with the provisions of any lease, if this Deed of Trust is on a leasehold. If this Deed of Trust is on a condominium unit, Borrower shall perform all of Borrower's obligations under the declaration of condominium or master deed, the by-laws and regulations of the condominium project and constituent documents.

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs. Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, shall become additional indebtedness of Borrower secured by this Deed of Trust. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate stated in the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible by applicable law. Nothing contained in this paragraph 7 shall require Lender to incur any expense or do any act hereunder.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Deed of Trust such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Deed of Trust immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to Borrower.

If the Property is abandoned by Borrower or if after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days of the date of such notice, Lender is authorized to collect and apply the proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

10. Borrower Not Released. Extension of the time for payment or modification of amortization of the sums secured by this Deed of Trust granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Deed of Trust by reason of any demand made by the original Borrower and Borrower's successors in interest.

11. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any right or remedy hereunder. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Deed of Trust.

12. Remedies Cumulative. All remedies provided in this Deed of Trust are distinct and cumulative to any other right or remedy under this Deed of Trust or afforded by law or equity, and may be exercised concurrently, independently or successively.

13. Successors and Assigns Bound; Joint and Several Liability; Captions. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Deed of Trust are for convenience only and are not to be used to interpret or define the provisions hereof.

14. Notice. Any notice to Borrower provided for in this Deed of Trust shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address stated below, except for any notice required under paragraph 18 hereof to be given to Borrower in the manner prescribed by applicable law. Any notice provided for in this Deed of Trust shall be deemed to have been given to Borrower when given in the manner designated herein.

15. Uniform Deed of Trust; Governing Law; Severability. This form of deed of trust combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. This Deed of Trust shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Deed of Trust or the Note conflicts with applicable law, such conflicts shall not affect other provisions of this Deed of Trust or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Deed of Trust and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be furnished a conformed copy of this Deed of Trust at the time of execution or after recordation hereof.

17. Transfer of the Property; Assumption. If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Deed of Trust, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Lender may, at Lender's option, declare all the sums secured by this Deed of Trust to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale or transfer, Lender and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sums secured by this Deed of Trust shall be at such rate as Lender shall request. If Lender has waived the option to accelerate provided in this paragraph 17 and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Deed of Trust and the Note.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 14 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the

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expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 18 hereof.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

18. Acceleration; Remedies. Except as provided in paragraph 17 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Deed of Trust, including the covenants to pay when due any sums secured by this Deed of Trust, Lender prior to acceleration shall mail notice to Borrower as provided in paragraph 14 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Deed of Trust and sale of the Property. If the breach is not cured on or before the date specified in the notice, Lender at Lender's option may declare all of the sums secured by this Deed of Trust to be immediately due and payable without further demand, and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable attorney's fees.

If Lender invokes the power of sale, Lender shall send to Borrower, in the manner provided in paragraph 14 hereof, notice of Lender's election to sell the Property. Trustee shall give notice of sale by public advertisement for the time and in the manner prescribed by applicable law. Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder for cash at such time and place in DeSoto County as Trustee designates in the notice of sale in one or more parcels and in such order as Trustee may determine. Lender or Lender's designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property so sold without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all costs and expenses of the sale, including, but not limited to, reasonable Trustee's and attorney's fees and costs of title evidence; (b) to all sums secured by this Deed of Trust; and (c) the excess, if any, to the person or persons legally entitled thereto.

19. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Deed of Trust, Borrower shall have the right to have any proceedings begun by Lender to enforce this Deed of Trust discontinued at any time prior to sale of the Property pursuant to the power of sale contained in this Deed of Trust or at any time prior to entry of a judgment enforcing this Deed of Trust if: (a) Borrower pays Lender all sums which would be then due under this Deed of Trust, the Note and notes securing Future Advances, if any, had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Deed of Trust; (c) Borrower pays all reasonable expenses incurred by Lender and Trustee in enforcing the covenants and agreements of Borrower contained in this Deed of Trust and in enforcing Lender's and Trustee's remedies as provided in paragraph 18 hereof, including reasonable attorney's fees; and (d) Borrower takes such action as Lender may reasonable require to assure that the lien of this Deed of Trust, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Deed of Trust shall continue unimpaired. Upon such payment and cure by Borrower, this Deed of Trust and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

20. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 18 hereof or abandonment of the Property, Lender, in person, by agent or by judicially appointed receiver shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the Receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Deed of Trust. Lender and the receiver shall be liable to account only for those rents actually received.

21. Future Advances. Upon request of Borrower, Lender, at Lender's option prior to release of this Deed of Trust, may make Future Advances to Borrower. Such Future Advances, with interest thereon, shall be secured by this Deed of Trust when evidenced by promissory notes stating that said notes are secured hereby.

22. Release. Upon payment of all sums secured by this Deed of Trust, Lender or Trustee shall cancel this Deed of Trust without charge to Borrower. If Trustee is requested to cancel this Deed of Trust, all notes evidencing indebtedness secured by this Deed of Trust shall be surrendered to Trustee.

23. Substitute Trustee. Lender at Lender's option may from time to time remove Trustee and appoint a successor Trustee to any Trustee appointed hereunder by instrument recorded in the county in which this Deed of Trust is recorded. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon the Trustee herein and by applicable law.

IN WITNESS WHEREOF, Borrower has executed this Deed of Trust.

Robert E. McCaskill —Borrower

Ann B. McCaskill —Borrower

Route 2 (Lot No.23-Wilco Estates)
(Love Community)
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 ROBERT E. McCASKILL and wife, ANN B. McCASKILL, 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 September, A.D., 1975.

My Commission expires:

(SEAL)

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. day of October 1975 and that the

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 3 o'clock 30 minutes P. M., 1 day of October 1975, and that the same has been recorded in Book 191 Page 395 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 1 day of October 1975.
Fees $5.00 pd.
SEAL H. L. Ferguson, CLERK

Subordination Executed 399

CANCELLED BY AUTHORITY RECORDED IN BOOK 211 PAGE 377
THIS 10 DAY OF May 19 77
W.H. Ferguson
CHANCERY CLERK

Assignment of this Instrument Recorded in Deed Trust T'D Book No 202 Page 249
This the 19 day of July 19 76
W.H. Ferguson Clerk

PCA-M-404
Rev. 6-1-64

LAND DEED OF TRUST

WHEREAS, Henry F. Robison and wife, Elizabeth D. Robison

is/are indebted to the Oxford PRODUCTION CREDIT ASSOCIATION, of Oxford MISSISSIPPI (hereinafter called Beneficiary), in the sum of One Hundred Sixty-two Thousand, Six Hundred Twenty & No/100 Dollars, for money loaned or to be loaned as evidenced by a promissory note(s) of even date herewith, payable as follows:

No. 1, for $162,620., due on ~~demand after~~ 9/1/1976
No. 2, for $_____, due on demand after_____;
No. 3, for $_____, due on demand after_____;
No. 4, for $_____, due on demand after_____;
No. 5, for $_____, due on demand after_____;
No. 6, for $_____, due on demand after_____;
No. 7, for $_____, due on demand after_____;

AND MAY BE OTHERWISE INDEBTED AND MAY BECOME FURTHER INDEBTED TO BENEFICIARY WITHIN 36 MONTHS AFTER THE DATE HEREOF; said Note(s) and all indebtedness owing and to become owing hereunder bearing interest as provided in said notes and to which amounts, as a part of the indebtedness, shall be added, if incurred, a reasonable collection and attorney's fee, payment of all of which shall be secured hereby.

NOW, THEREFORE, to secure the payment of said indebtedness, as evidenced above or as otherwise indebted, and any future or additional advances made to the above named debtor(s) and any other indebtedness of debtor(s) to Beneficiary incurred or acknowledged within 36 months from date Henry F. Robison and wife, Elizabeth D. Robison

(hereinafter called Grantor, whether one or more), does hereby grant, bargain, sell, convey and warrant unto W.E. Wilroy, Trustee, the following described property situated in DeSoto County, Mississippi, (unless otherwise specified) to-wit:

REAL ESTATE

TRACT I

Beginning at the Northeast corner of Section 18, Township 3, Range 7 West; thence South 6° East 1,172.8 feet to a stake; thence South 84° 15' West 2,297.1 feet to a stake; thence North 535 feet to a stake; thence North 83°80' East 808.8 feet to a stake; thence North 6° West 625.7 feet to a stake; thence North 83°55' East 1,488.8 feet to the point of beginning, containing 50 acres, more or less.

Less and Except 44.47 acres released July 13, 1971, as shown by release of record in Book 131, Page 2 of the Real Estate Trust Deed records of DeSoto County, Mississippi.

TRACT II

The North half of Section 17, Township 3, Range 7 West, containing 320 acres, more or less.

Less and Except 10 acres released December 16, 1971, as shown by release of record in Book 136; Page 258 of the real estate trust deed records of DeSoto County, Mississippi.

Less and except 150 acres released January 14, 1974, as shown by release of record in Book 170; Page 615 of the real estate trust deed records of DeSoto County, Mississippi.

TRACT III

A part of Section 18, Township 3, South, Range 7 West, more particularly described as follows: Beginning at the Southeast corner of Lot 10 of the Mrs. C. C. Gartrell's Edgewood Subdivision as shown by Plat of Sam W. McCleskey, Civil Engineer, and R.L. Cooper, Civil Engineer, recorded in Deed Book 27, page 465 of the deed records of DeSoto County, Mississippi; thence South 84°15' West 668.3 feet to a point; thence South 6° East 31 feet; thence South 84° West 224.7 feet to the Southwest corner of Lot 6 of said subdivision; thence South 84° West 781.8 feet to a point in the center of Mount Pleasant Road; thence North 6°34' West 214.5 feet to the Southwest corner of the A.H. Carter 6.90 acres in the center of said Mt. Pleasant Road; thence North 82 degrees 53 minutes East 401.9 feet to a point; thence North 7°45' West 343.2 feet to a point; thence North 83°30' East along the North line of said subdivision 1,291.3 feet to the Northeast corner of Lot 11 of said subdivision, thence South 247.5 feet to the Southeast corner of Lot 11; thence South 40 feet to the Northeast corner of Lot 10; thence South 247.5 feet to the Southeast corner of Lot 10; to the point of beginning.

Grantor further covenants and agrees:

1. Not to sell, mortgage or otherwise alienate the property herein described without written consent of Beneficiary.

2. That the Beneficiary, or any holder of the note(s) secured hereby, may at its or their option, appoint another person or succession of persons to act as Trustee herein and such appointee shall have all such powers in the execution of this trust as are vested in the Trustee herein named; such appointment, when made by the Beneficiary, may be made by its Secretary-Treasurer or any other officer thereof.

Now, if Grantor shall pay said indebtedness and keep and perform all of the covenants and agreements of this Deed of Trust it shall become null and void; however, if Grantor (1) fails to pay when due any sums secured hereby, or (2) fails to comply with the terms of his loan application or the approval thereof or becomes insolvent, be adjudicated a Bankrupt, or made defendant in a bankruptcy or receivership proceedings, or (3) if, in the opinion of the Beneficiary or assignee, said security or any part thereof be endangered; then, in any such event, Beneficiary or assigns may; (a) refuse to advance any part of said loan then in its possession; and/or (b) mature the then existing indebtedness and proceed with foreclosure on all or any part of the security as hereinafter provided; and/or (c) direct said Trustee to and he may take possession of said security or any part thereof, keep or sell the same; and all expense incident thereto shall be secured hereby.

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If Beneficiary elects to foreclose as above provided, the Trustee, at the request of the Beneficiary, shall sell all or any part of said property (crops, chattels and land), and parts of each may at the option of the Trustee be advertised and sold at different times and the sale of part or parts of the security shall not exhaust the power of the Trustee to sell the remaining security in the same manner, and the Trustee may sell at his election the real estate either as a whole or in parcels (the provisions of Section 868, Mississippi Code of 1942, and Section 111, Mississippi Constitution of 1890 being specifically waived) to satisfy the indebtedness hereby secured after giving notice of the time, place, and terms of sale, as follows:

By publication in some newspaper published in the county in which said property is situated, or if no newspaper is then published in said county, in a newspaper having general circulation therein, for three consecutive weeks preceding the date of sale, and by posting one notice at the courthouse of said county for said time. In case the property herein described is situated in more than one county, or in more than one judicial district of a county or counties, a foreclosure sale of all of said property may be made in any one of the counties or judicial districts in which any part thereof is situated, after giving notice of the time, place and terms of sale in the manner above described in each county and judicial district in which any part of said land lies.

In the event of foreclosure the proceeds shall be applied (1) toward payment of executing this trust, including a reasonable trustee's fee and a reasonable attorney's fee (both of which fees shall accrue immediately upon instructions being mailed or otherwise directed to the trustee to foreclose), (2) toward liquidation of the indebtedness secured hereby, and (3) any balance shall be paid to the Grantor or persons entitled thereto.

WITNESS the signature of Grantor on this 30th day of September 19 75

Henry F. Robison

Elizabeth D. Robison

STATE OF MISSISSIPPI,

COUNTY OF Tate

Before me, the undersigned authority in and for said County, in said State, this day personally appeared the within named Henry F. Robison and wife, Elizabeth D. Robison

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 30th day of September 19 75

(SEAL)

Bettye Moonyne Hadley
Notary Public

My commission expires November 14, 1977

Bettye Moonyne Hadley

STATE OF MISSISSIPPI,

COUNTY OF_____

I certify that this Deed of Trust was filed for record in my office at_____ o'clock __M., on the _____ day of _____, 19____, and was duly recorded the_____ day of_____, 19____, on page_____, Book No_____ in my office.

WITNESS my hand and seal of this office, this_____ day of_____, 19____.

_____ Chancery Clerk

(SEAL)

_____, D. C.

Tracts 1, 2, and 3 above are the same lands conveyed by L.G. Turner et us, to Henry F. Robison et ux, Elizabeth D. Robison by deed recorded in Book 43, page 132.

TRACT IV

Beginning at a point in the center line of a dirt road 1,488.3 feet Westwardly from the Northeast corner of Section 18, Township 3, Range 7 West, said center line of dirt road being North line of said Section 18; thence South 6° East a distance of 625.68 feet to a point; thence South 83 degrees 55 minutes West a distance of 2,100.12 feet to a point; thence South 8° East a distance of 344.5 feet to a point; thence South 83° 30 minutes West a distance of 93.4 feet to an iron pin; thence North 8° West a distance of 560.5 feet to an iron pin in the South line of C.O. Cook, Jr.'s 2 acre tract; thence with the South line of said 2 acre tract North 83°55' East a distance of 102.3 feet to a point in the Southeast corner of said 2 acre tract; thence North 8° West with the East line of said 2 acre tract 210 feet to a point in the South line of R.G. Riley's 4 acres tract and C.O. Cook, Jr.'s Northeast corner; thence with R.G. Riley's 4 acre tract South line North 83°55' East a distance of 418.3 feet to a point in the Southeast corner of said 4 acre tract; thence with East line of said 4 acre tract North 6° West a distance of 208.6 feet to a point in the center line of dirt road; thence North 83°55' East a distance of 1,665.18 feet to the point of beginning, containing 29.1 acres, more or less, including road, as shown by Plat of survey made by J.E. Lauderdale,, C. E. in February, 1957.

This is the same land conveyed by John Clay Carter to Henry F. Robison, et ux, by deed in Book 43, Page 506.

Less and Except 15 acres released December 13, 1972 as shown by release of record in Book 151; Page 445 of the real estate trust deed records of DeSoto County, Mississippi.

Less and Except 12 acres released October 17, 1972, as shown by release of record in Book 149; Page 190 of the real estate trust deed records of DeSoto County, Mississippi.

TRACT V

Beginning at an iron pin in the Northwest corner of Section 16, Township 3, Range 7 West; thence North 84° 30' East 1,320 feet to an iron pin as measured along North line of said Section; thence South 5°30' East 1,320 feet to an iron pin; thence South 84°30' West 1,320 feet to an iron pin in the West line of said Section 16; thence North 5°30' West as measured along West line of said Section 1,320 feet to the point of beginning, containing 40 acres, more or less.

And being the same land conveyed by Will Pony Cobb, et ux, to Henry F. Robison et ux, by deed in Book 45, Page 314.

TRACT VI

80 acres, being the East half of the Northwest Quarter of Section 16, Township 3, Range 7.

And being part of the land conveyed by Emma L. Cobb, et al, to Henry F. Robison, et ux, by deed in Book 45, page 518.

Less and Except 8.49 acres conveydd by Henry F. Robinson, et ux, Elizabeth D. Robison to State Highway Commission of Mississippi by Warranty Deed recorded in Book 41, page 428 for a 300 foot right of to establish controlled access Interstate Highway No. 55.

Also, Less and Except any of the above described lands embraced within town and county streets and road rights of way and easements, and subject to easements and rights of way for public utilities.

All of said lands lying West of Interstate Highway #55 in within the Town of Hernando, Mississippi, that portion being a part of Tracts 1 and 4 and all of Tract 3, containing approximately 37 acres, within the Town of Hernando.

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The above described land contains in the aggregate 540 acres, more or less.

We aggregate of the lands described herein above is 308.53 acres, more or less.

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 8 o'clock 50 minutes A M. 1 day of October 1975, and that the same has been recorded in Book 191 Page 399 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 1 day of October 1975.

Fees $5.00 pd.

SEAL H. L. 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 Marion D. Townsend, et ux, Donnie Ray Townsend dated September 13, 1975, recorded in Book 191 at Page 162 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 30th day of Sept., 19 75.

S&W CONSTRUCTION COMPANY OF TENN., INC.

By _____
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 the 30th day of Sept., 19 75.

_____
NOTARY PUBLIC

My commission expires:

_____

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 8 o'clock 30 minutes A M, 1 day of October 1975, and that the same has been recorded in Book 191 Page 403 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 1 day of October 1975.

Fees $2.50 pd.

SEAL H. D. Ferguson, CLERK

404

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 Dewey E. Pinner, et ux, Willie R. Pinner dated September 13, 1975, recorded in Book 191 at Page 168 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 30th day of Sept., 19 75.

S&W CONSTRUCTION COMPANY OF TENN., INC.

By _____
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 the 30th day of Sept., 19 75.

_____
NOTARY PUBLIC

My commission expires:
March 3, 1976

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 8 o'clock 30 minutes A. M. 1 day of October 1975, and that the same has been recorded in Book 191 Page 404 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 1 day of October 1975.
Fees $ 2.50 pd.
SEAL H. D. Ferguson, CLERK

405

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 Willie P. Hall, et ux, Olivia Hall dated September 10, 1975, recorded in Book 191 at Page 166 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 30th day of Sept., 19 75.

S&W CONSTRUCTION COMPANY OF TENN., INC.

By _____
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 the 30th day of Sept., 19 75

_____
NOTARY PUBLIC

My commission expires:
March 30, 1976

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 8 o'clock 30 minutes A M. 1 day of October 1975, and that the same has been recorded in Book 191 Page 405 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 1 day of October 1975.

Fees $ 2.50 pd.

SEAL H. D. Ferguson, CLERK

406

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. Tramel, et ux, Christine S. Tramel dated August 3, 1975, recorded in Book 191 at Page 164 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 $ 5,600.00, the principal unpaid balance of which the undersigned warrants to be $ 5,600.00 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 30th day of Sept., 19 75.

S&W CONSTRUCTION COMPANY OF TENN., INC.

By _____
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 the 30th day of Sept., 19 75.

_____
NOTARY PUBLIC

My commission expires:
March 3, 1976

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 8 o'clock 30 minutes A M. 1 day of October 1975, and that the same has been recorded in Book 191 Page 406 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 1 day of October 1975.
Fees $ 2.50 pd.
SEAL _____

Mississippi Bankers Association
Form No. 1
(Revised Dec. 1955)
LAND

DEED OF TRUST
LAND

THIS INDENTURE, this day made and entered into between ROBERT WEATHERLY AND WIFE, ANNIE L. WEATHERLY

of the first part, hereinafter designated as the Grantor,

James W. Amos Trustee, of the second part, hereinafter designated as Trustee, and

A. E. COBB, JEAN IVEY COBB AND ROBERT STEVEN COBB 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 SEVEN THOUSAND SEVEN HUNDRED FORTY FIVE AND NO/100---------- DOLLARS ($ 47,745.00) evidenced by two promissory note s of even date herewith in favor of the beneficiary, bearing interest at the rate of 8 per centum per annum after date , providing for the payment of attorney's fees in case of default and being due and payable as follows, to-wit:

One note is payable in 300 equal monthly installments of $52.25 each, beginning the 15 day of October, 1975, with a like installment due on the same day of each succeeding month thereafter until paid in full

The second note is payable in 300 equal monthly installments of $316.26 each, beginning the 15 day of October, 1975, with a like installment due on the same day of each succeeding month thereafter until paid in full.

WHEREAS, the said grantor desires to secure the prompt payment at maturity of the aforesaid indebtedness, as well as any extension of the same, or any part thereof, and any other or further indebtedness in the way of future advances hereunder, or otherwise, that the grantor, or either of them, may now or hereafter owe the beneficiary, as hereinafter provided:

NOW, THEREFORE, in consideration of the premises, and the further consideration of Ten 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 13 in Woodland Lake Subdivision in the unincorporated village of Maywood, as shown by the Plat recorded in Plat Book 1, Page 10, in the Office of the Chancery Clerk of said county, on Section 28, Township 1, Range 6.

Copyright Mississippi Bankers Association

Together with all the hereditaments and appurtenances thereunto appertaining, as far as they may now or hereafter, during the term of this deed of trust, belong to or be used in connection with the occupancy of any building on the said land, or that may be hereafter erected thereon, all heating and ventilating apparatus, gas, electric light and other fixtures, whether attached to said premises or detached therefrom.

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary herein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment of interest as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other convenant herein contained, then and in that event the entire principal sum secured hereby with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, or the owner or holder of said note or notes, be and become at once due and payable, and the trustee herein named, or his successor or successors, shall, at the request of the beneficiary, or at the request of any owner or holder of the note or notes secured hereby, sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid. Such sale shall be made by giving notice of the time, place and terms of sale as required by Section 89-1-55 of the Mississippi Code of 1972 and amendments if any thereto, and the trustee shall make deed to the purchaser or purchasers. Should the beneficiary, or the owner or holder of the note or notes secured hereby be a corporation, then in such event a declaration of default to the trustee, and a request for sale hereunder, may be made by any officer thereof. If the land covered hereby is situated in two or more counties, or in two judicial districts of the same county, the trustee may sell the whole in any of the counties, or in either of the judicial districts of a county in which any part of the land lies. Out of the proceeds of sale the trustee shall first pay the cost of advertising and making the sale; and secondly, he shall pay whatever items may have been incurred and remain unpaid in the protection of this security; then he shall pay such of the items of indebtedness secured hereby as may be outstanding in the order of their maturity, and any balance remaining in his hands shall be delivered to the grantor, or to his proper representatives, agents or assigns.

It is agreed and understood, by and between the parties hereto that this conveyance is executed and intended to be, and is hereby made subject to the following covenants, stipulations and conditions, all of which shall be binding upon the parties hereto and each of them.

First. In addition to the indebtedness specifically mentioned above, and any and all extensions or renewals of the same, or any part thereof, this conveyance shall also cover such future and additional advances as may be made to the grantor, or either of them, by the beneficiary, not to exceed the sum of $125,000.00, the beneficiary to be the sole judge as to whether or not such future and additional advances shall be made. In addition to all of the above, it is intended that this conveyance shall secure, and it does secure any and all debts, obligations, or liabilities, direct or contingent, of the grantor herein, or either of them, to the beneficiary, whether now existing or hereafter arising at any time before actual cancellation of this instrument on the public records of mortgages and deeds of trust, whether the same be evidenced by note, open account, over-draft, endorsement, guaranty or otherwise.

CANCELLED BY AUTHORITY RECORDED IN BOOK 338 PAGE 318
ON 15 DAY OF May 19 85
H. D. Ferguson
CHANCERY CLERK D.C.

411

FOR REAL ESTATE, CHATTEL OR BOTH

Jessie James Greer,
et ux

To { DEED OF TRUST

James Ollie Black,
et ux

THIS INDENTURE, Made this 30th day of September 1975
between Jessie James Greer, and wife Earnestine D. Greer
of the first part,
and James Ollie Black, Sr. and wife Maxcine Black of the second part,
WITNESSETH, That whereas, said parties of the first part, being indebted to the said parties of the second part in the sum of Ten Thousand Dollars and No/100's due and repayable in sixty equal amortized monthly installments of $212.48 each, installments being due on the same day of each month, First one to start the 1st day of November 1975. Interest rate at 10 %.

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 party of the first part paid by Dudley B. Bridgforth, Jr. Trustee, the party of the first part has this day granted, bargained, and sold to the said Trustee the following described property, located in the County of DeSoto, and state of Mississippi, viz:

2.5 acres situated in Section 6, Township 3, Range 6 West, DeSoto County, Mississippi, and being more particularly described as beginning at the southeast corner of Section 6, Township 3, Range 6 West; thence south 85 degrees, 18 minutes west along south line of said section, 111.48 feet to a point; thence north 5 degrees, 30 minutes west, 976.8 feet to an iron pin; thence north 85 degrees, 18 minutes east 111.48 feet to an iron pin in the east line of said section; thence south 5 degrees 30 minutes east along said east line, 976.8 feet to the point of beginning and containing 2.5 acres and being the same property being described in deed of record in deed book 55, page 2, Land Deed Records, DeSoto County, Mississippi.

The parties of the first part reserve the right to prepay all or any part of said indebtedness on or before due date without penalty. Failure to make any installments when due shall operate the cause of the entire unpaid indebtedness to become immediately due and payable, at the option of the owner and holder of this note.

Should the Trustee at any time believe said property, or any part thereof, endangered as a security for said debt he may then forthwith take possession of said property and sell the same as herein below directed. Should the party of the first part promptly pay the above stated indebtedness on or before the aforesaid then this instrument to be void, but in default thereof the said Trustee shall take possession of said property, and after giving notice of the time, place and terms of sale, by advertisement according to law in DeSoto County, shall sell the same at public auction, to the highest bidder for cash, at such time and place as he shall designate in said advertisement. The proceeds of said sale shall be applied to the payment of said indebtedness and all costs incurred herein; and if there be a surplus, such surplus shall be refunded to the 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, heirs or legal representatives, can at any time appoint a Trustee in his stead.

Witness signature the date written above.

Jessie James Greer
Jessie James Greer

Earnestine D. Greer
Earnestine D. Greer

STATE OF MISSISSIPPI, DeSOTO COUNTY.

Personally appeared before me the undersigned authority of said County, the within named Jessie James Greer and wife Earnestine D. Greer who acknowledged that they signed and delivered the foregoing Deed of Trust on the day and year therein mentioned.

Given under my hand and official seal, this 30th day of September 1975.

(SEAL)

Clerk

By D. C.

STATE OF MISSISSIPPI, DeSOTO COUNTY.

Before me of said County, this day personally appeared the above named one of the subscribing witnesses to the foregoing Deed of Trust, who, being first duly sworn, deposeth and saith that he saw the above named subscribed thereto, sign and deliver the same to the said Trustee, that he, this deponent, subscribed his name as a witness thereto in the presence of the said and that he saw the other subscribing witness

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock 30 minutes A.M. 1 day of Oct. 1975, and that the same has been recorded in Book 191 Page 411 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 1 day of Oct. 1975.

Fees $2.50 pd.

SEAL H. D. Ferguson, CLERK

412

Mississippi

ASSIGNMENT OF
DEED OF TRUST

For valuable consideration the receipt of which is acknowledged, the undersigned does hereby transfer and assign unto the

UNION PLANTERS NATIONAL BANK OF MEMPHIS,

that certain Deed of Trust executed by

JOE DALE WILSON and wife, BETTY JOYCE WILSON,

to C. B. Henley, Trustee, for the benefit of Bailey Mortgage Company, dated August 28th, 1975, securing a note in the sum of $ 34,900.00 recorded in Book 190, Page 609, 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 Assigrment through its duly authorized officer and has caused its corporate seal to be thereunto affixed on this, the 30th day of September, 19 75.

BAILEY MORTGAGE COMPANY

William Cook, Vice President

STATE OF MISSISSIPPI

COUNTY OF HINDS.....

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named William Cook, who acknowledged to me that he is Vice President of Bailey Mortgage Company, a Mississippi corporation, and that he signed and delivered the above and foregoing instrument and affixed the corporate seal of said corporation thereto, acting for and in behalf of said corporation, after having been duly authorized so to act.

GIVEN under my hand and official seal, this the 30th day of September, 19 75.

NOTARY PUBLIC

My Commission Expires Feb. 22, 1978

BMC-14

STCB 32418

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 30 minutes A M. 1 day of Oct. 1975, and that the same has been recorded in Book M1 Page 412 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 1 day of Oct. 1975.

Fees $ 2.50 pd.

SEAL H. W. Ferguson, CLERK

409

Second. The grantor will at all times during the continuance of this deed of trust keep the buildings and improvements on said premises insured against loss or damage by fire, storm, war damage and other hazard in such reliable insurance company, or companies, as may be acceptable to the beneficiary, for the maximum amount of insurance obtainable, or in such amount as may be approved by beneficiary, and all policies covering the same shall contain the proper loss payable clause, making all losses, if any, payable to the beneficiary, his successors or assigns, and shall be delivered to the beneficiary herein, or to the owner or holder of the notes secured hereby as additional security. In case of loss and payment by any insurance company, the amount of insurance money so paid shall be applied either on the indebtedness secured hereby, or in rebuilding or restoring the damaged building, or buildings, or it may be released to the grantor, as the beneficiary may elect. In the event of loss the grantor shall immediately give notice by mail to the beneficiary who may make proof of loss if same be not promptly made by the grantor. Each insurance company involved is hereby authorized, empowered and directed to make payment for any loss directly to the beneficiary instead of to the grantor and the beneficiary jointly.

Third. The grantor will pay all taxes and assessments, general or special, which may be assessed against the said land, premises or property, or upon the interest of the trustee or the beneficiary therein, or upon this deed of trust, or the indebtedness secured hereby, without regard to any law heretofore enacted or that may hereafter be enacted imposing payment of the whole or any part thereof upon either the trustee or beneficiary, and further will furnish annually to the beneficiary certificates or receipts of the proper officer showing full payment of all such taxes and assessments.

Fourth. That the rents, issues and profits of all and every part of the property here conveyed are specifically pledged to the payment of the indebtedness hereby secured, and all obligations which may accrue under the terms of this instrument. Upon the maturity of the indebtedness hereby secured, either by lapse of time or by reason of any default as herein provided, or if at any time it becomes necessary to protect the lien of this conveyance, the beneficiary, or any owner, or holder of the notes secured hereby, shall have the right to forthwith enter into and upon the property hereinbefore described and take possession thereof, and collect and apply the rents, issues and profits thereon upon the indebtedness secured hereby, or may, if it is so desired, have a receiver appointed by any court of competent jurisdiction to collect and impound the said rents, issues and profits and after paying the expense of such receivership apply the balance thereof to the payment of any indebtedness secured hereby.

Fifth. The failure on the part of the grantor to keep and perform each, any, and all of the covenants and stipulations of this deed of trust, or the passage by the State of Mississippi of any law imposing payment of the whole or any portion of any of the taxes aforesaid upon the trustee or the beneficiary, or upon the rendering by any court of competent jurisdiction of a decision that the stipulation or provision herein covering the payment of taxes or assessments is legally inoperative, shall give to the beneficiary or to the owner or holder of the notes secured hereby the option to at once declare the entire principal sum hereby secured with all interest and charges thereon, and all other amounts secured hereby at once due and demandable and to have the property advertised and sold by the trustee herein named, or his successor or successors, in accordance with the provisions of this conveyance hereinbefore set out. But in case such default consists in the failure to keep the said property insured or to pay the taxes herein required, the beneficiary, or the owner or holder of the said secured notes, may procure said insurance and pay said taxes and assessments, or redeem the property from tax sale if it has been sold; and any and all sums paid in procuring said insurance or in paying said taxes or assessments or in redeeming said property from tax sale, together with interest thereon at the rate herein stipulated from the date the same shall have been paid, shall be covered by this conveyance and shall be due and demandable on the date of the maturity of the interest installment which may become due under the terms of this instrument next after such additional items of expense are made or incurred. In case the beneficiary or the owner or holder of said secured notes elects to advance insurance premium and/or taxes, the receipt of an agent of the insurance company or companies in which said insurance is placed shall, with respect to such insurance premiums, be conclusive evidence as between the parties to this conveyance of the amount and fact of payment thereof; and the receipt of the proper public official, shall with respect to the taxes and assessments, aforesaid, be conclusive as between the parties to this conveyance of the amount and validity of said taxes or assessments and of the fact of the payment thereof.

Sixth. The beneficiary, or any owner or holder of the note secured hereby, may at pleasure, without giving formal notice to the original or any successor trustee, or to the grantor herein, and without regard to the willingness or inability of any such trustee to act, or to execute this trust, appoint another person or succession of persons to act as trustee herein, and such appointee or substitute shall have all the powers in the execution of this trust as are vested in the trustee herein named. If the beneficiary, or the owner or holder of the note secured hereby, be a corporation, such appointment may be made by its president, vice-president, assistant vice-president, secretary or treasurer.

Seventh. In case of foreclosure and sale of the property covered hereby, the beneficiary, or any owner or holder of the notes secured hereby, shall have the same right to purchase at said sale as if a stranger to this instrument.

Eighth. Grantor covenants that the premises and property covered hereby will at all times be used in a good and husbandlike manner, for lawful purposes only, and that waste will not be committed or suffered to be committed thereon.

Ninth. Whenever in this deed of trust the context so requires, the singular number shall include the plural, and the plural the singular; holder of the note or notes shall be deemed to refer to and include the owner of the debt, and the word beneficiary shall at any and all times include and mean the then holder of the note or notes secured hereby.

IN TESTIMONY WHEREOF, witness the signature of the grantor this the 25th day of September 19 75.

Robert Weatherly
ROBERT WEATHERLY

Annie L. Weatherly
ANNIE L. WEATHERLY

STATE OF MISSISSIPPI,
COUNTY OF DESOTO

This day personally appeared before me, the undersigned authority, in and for the State and County aforesaid, the within named

ROBERT WEATHERLY AND WIFE, ANNIE L. WEATHERLY who severally acknowledged that they signed and delivered the above and foregoing deed of trust on the day and year therein mentioned.

Given under my hand and official seal, this the 25th day of September, 19 75.

My Commission Expires: June 6, 1976

Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 8 o'clock 30 minutes A M. 1 day of October 1975, and that the same has been recorded in Book 191 Page 407 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 1 day of October 1975.

Fees $5.50 pd.

SEAL H. D. Ferguson, CLERK

410

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 Tupelo , Mississippi the beneficiary, does hereby certify that a certain trust deed

bearing date the 10th day of October 19 73, made and executed by Cary Whitehead

of Memphis, Tennessee, to

the above named beneficiary, and recorded in the office of the Chancery Clerk of DeSoto

County, in the State of Mississippi in Real Estate Trust Deed Record No. 166 on page 617

of the Record of Trust Deeds, on the 12th 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.

BANK OF MISSISSIPPI

by Robert Aycock

STATE OF MISSISSIPPI, ~~DeSoto~~ County. } ss.
Lee

Personally came and appeared before me, the undersigned authority a notary public

in and for County and State aforesaid Robert Aycock 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 Bank of Mississippi

Given under my hand and seal of office this 29 day of September 19 75

Carolyn Hubbard

Notary Public

My Commission Expires May 10, 1978

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 30 minutes A. M. 1 day of Oct. 1975, and that the same has been recorded in Book 191 Page 410 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 1 day of Oct. 1975.

Fees $ 2.50 pd.

SEAL H. L. Ferguson, CLERK

CANCELLED BY AUTHORITY
634 page 313
THIS 23 DAY April 19 93
W. E. Davis
Chancery Clerk by B Cleveland dc

413

Mississippi Bankers Association
Farm No. 1
(Revised Dec. 1958)
LAND

DEED OF TRUST
LAND

THIS INDENTURE, this day made and entered into between

THOMAS JAMES WACK and wife, MARY WANDA WACK,

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

FOURTEEN THOUSAND NINE HUNDRED SEVENTY-EIGHT AND 04/100-------DOLLARS

($ 14,978.04) evidenced by one promissory note of even date herewith in favor of the beneficiary, bearing interest as 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 eighty-four (84) monthly installments of principal and interest in the amount of ONE HUNDRED SEVENTY-EIGHT AND 31/100 DOLLARS ($178.31) each, the first of said monthly installments of principal and interest being due and payable on or before the 1st day of November, 1975, and one (1) of said monthly installments of principal and interest 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, Tract I being in Section Thirty-Six (36), Township Three (3) South, Range Nine (9) West; Tract II being in Section Sixteen (16), Township Two (2), Range Eight (8) State of Mississippi, and more particularly described as follows, to-wit:

TRACT I:
Lot number 31, Pleasant Hill, Arkabutla Reservoir, located in the Southeast Quarter of the Southeast Quarter of Section 25 and the Northeast Quarter of the Northeast Quarter of Section 36, Township 3, Range 9 West, DeSoto County, Mississippi, and more particularly described as follows:
BEGINNING at a point located at the Southeast corner of lot number 31 from which point to an iron pipe located 20 feet South of the Northwest corner of the Northeast Quarter of Section 31, Township 3 South, Range 8 West, bears North 89° 08' East, 3,085.15 feet distance; run thence South 85° 53' West, 260 feet, to a point; thence North 13° 20' West, 60.0 feet; to a point: thence North 45° 52' East, 259 feet, to a point; thence South 74° 16' East, 33 feet, to a point; thence South 24° 17' East, 65 feet, to a point; thence

Copyright Mississippi Bankers Association

(continued)

TRACT I: (continued)

South 5° 51' East, 74 feet, to a point; thence South 23° 16' East, 70 feet to the point of beginning, containing 0.86 acres, more or less.

This instrument is subordinant to Deed of Trust of record in Real Estate Trust Deed Book 115, Page 599 of the land records of DeSoto County, Mississippi.

TRACT II:
Lying and being situated in Section Sixteen (16), Township Two (2), Range Eight (8), DeSoto County, Mississippi:
Lot 15, Hickory Hollow Subdivision, as recorded in Plat Book 13, Pages 6, 7, and 8, in the Chancery Court Clerk's office of DeSoto County, Mississippi, to which recorded plat reference is made for a more particular description.

The funds derived from the indebtedness secured by this Deed of Trust have been used entirely to pay all or a part of the purchase price of the above described property.

Together with all the hereditaments and appurtenances thereunto appertaining, as far as they may now or hereafter, during the term of this deed of trust, belong to or be used in connection with the occupancy of any building on the said land, or that may be hereafter erected thereon, all heating and ventilating apparatus, gas, electric light and other fixtures, whether attached to said premises or detached therefrom.

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary herein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment of interest as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other convenant herein contained, then and in that event the entire principal sum secured hereby with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, or the owner or holder of said note or notes, be and become at once due and payable, and the trustee herein named, or his successor or successors, shall, at the request of the beneficiary, or at the request of any owner or holder of the note or notes secured hereby, sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid. Such sale shall be made by giving notice of the time, place and terms of sale as required by Section [illegible] 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 1st day of October, 1975.

Thomas James Wack
THOMAS JAMES WACK

Mary Wanda Wack
MARY WANDA WACK

STATE OF MISSISSIPPI,
COUNTY OF DESOTO

This day personally appeared before me, the undersigned authority, in and for the State and County aforesaid, the within named THOMAS JAMES WACK and wife, MARY WANDA WACK, **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** October, **19** 75.

My Commission Expires: My Commission Expires May 6, 1978

Elaine McLemore Elder
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock 30 minutes A M. 2 day of Oct. 1975, and that the same has been recorded in Book 191 Page 413 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 2 day of Oct. 1975.
Fees $ 5.00 pd.
SEAL H. P. Ferguson, CLERK

416

CANCELLED BY AUTHORITY RECORDED IN BOOK 244 PAGE 24
THIS 8 DAY OF June 19 79
D. W. Ferguson
CHANCERY CLERK

Deed of Trust

To

H. M. GAY and wife, HALYEBERT P. GAY

THIS DEED OF TRUST, Made and entered into this the 30th day of September, 19 75,
by and between

BILLY J. FREEMAN and wife, FRANKIE B. FREEMAN,

Party of the first part, hereinafter designated as the GRANTORS; Winn Davis Brown, Jr., Trustee, of the second part, hereinafter designated as TRUSTEE; and H. M. Gay and wife, Halyebert P. Gay, Party of the third part, hereinafter designated as the BENEFICIARY.

WITNESSETH: THAT WHEREAS the Grantors are justly indebted to the Beneficiary in the full sum of FIFTY THOUSAND and No/100 ---------- DOLLARS ($ 50,000.00), evidenced by promissory note of even date herewith payable to the Beneficiary as follows, to-wit:

The sum of Fifty Thousand Dollars ($50,000.00) with interest from date at the rate of Eight (8%) per annum, repayable in 5 annual installments of $10,000.00 each, plus accrued interest, with the first such annual installment being due one (1) year from date, being September 30, 1976, and each subsequent and succeeding installment being due on the 30th day of September of each year thereafter until all of principal and interest is paid in full,

said note bearing interest from date at the rate of Eight (8%) per centum per annum, and providing for attorney's fees for collection if not paid according to the terms thereof;

AND, WHEREAS, Grantors are anxious to secure the payment of said indebtedness hereinabove specifically described, together with any other indebtedness that may become due and owing under the terms of this instrument;

NOW, THEREFORE, in consideration of FIVE AND NO/100 ($5.00) DOLLARS, to the undersigned Grantors this day paid by the aforesaid Trustee, the receipt of which is hereby acknowledged, the grantors do hereby convey and warrant unto the said Trustee, the following described land and property, together with all the hereditaments and appurtenances thereunto appertaining, including so far as they now are, or may hereafter belong to or be used in connection with the buildings now or hereafter to be erected on said premises, all elevators, heating and ventilating apparatus, gas, electric light and other fixtures, whether attached to said premises or detached therefrom, thereupon situated and thereunto belonging, lying and being situated in the City or Town of ~~:~~ Sec. 29, Twsp. 1, Range 8 West District of DeSoto County, State of Mississippi, and more particulary described as follows, to-wit:

Part of the Southeast Quarter of Section 29, Township 1, Range 8 West, described as beginning at the southeast corner of Section 29, Township 1, Range 8 West; running thence north 5 degrees 30 minutes west along the east line of said Section 1,689.2 feet to a point; thence North 85 degrees 15 minutes West 380.2 feet to an iron pin for the beginning point of the herein described tract of land; thence north 85 degrees 15 minutes west 310.8 feet to an iron pin; thence north 3 degrees 45 minutes east 245 feet to an iron pin; thence south 84 degrees 15 minutes east 310.8 feet to an iron pin; thence south 3 degrees 45 minutes west 245 feet to the point of beginning and containing 1.75 acres. All bearings are magnetic as shown by the survey of J. E. Lauderdale, C.E., dated December, 1959.

Being the same property reserved as Tract I unto H. M. Gay and wife, Halyebert P. Gay, by deed appearing of record in Book No. 47, Page 392, in the records of Land Deeds of said County.

"Grantors convey and assign unto Grantees their rights of reasonable ingress and egress from said tract to the existing public road or to any road or street which may be constructed nearer said tract, which right shall not be construed to prevent First DeSoto Corporation, its successors or assigns, from constructing such roads or streets as it may desire on the land conveyed by said recorded deed and providing access to such new roads or streets for said tract in lieu of the present access, and their rights at their own expense to maintain and use the waterwell serving the dwelling house located on the above described tract, until such time as water shall be made available to the occupants of the house be developers from other sources, and their rights at their expense to maintain and use the septic tank disposal fields now serving the said dwelling house until such time as sanitary sewers are made available to the area. When water and sanitary sewer utilities are available to the above described tract upon the same terms and conditions and for the same consideration payable by grantees herein as such utilities may be made available to lands in the same area, all right and interest of grantees herein to use and maintain the water wells and sewage disposal fields that may be outside the limit of the above described lot shall terminate and the grantees herein agree to execute a quitclaim deed upon the request of First DeSoto Corporation, its successors or assigns."

It is understood and agreed that this conveyance is made subject to and the parties hereto have agreed on and are bound by and will observe and fulfill the following covenants, stipulations and conditions as obligatory upon the respective parties:

First: This deed of trust secures not only the aforementioned indebtedness but also such future and additional advances as may be made to the grantors, or either of them, by the beneficiary in a sum of not exceeding $100,000.00 (the beneficiary to be the sole judge as to whether or not any such future or additional advancements will be made), as well as any additional indebtedness heretofore, now, or hereafter contracted with the beneficiary by the grantors, or either of them, before the cancellation of record of this instrument, whether such indebtedness be represented by promissory notes, open account, over-draft or otherwise, including also any indebtedness of any grantor made as joint maker, surety, endorser or guarantor, together with all extensions and renewals of any of the aforementioned obligations, or any part thereof, and whether otherwise secured or not.

Second: The grantors herein shall pay all taxes and assessments, general or special, which may be levied or assessed upon the property herein described promptly when the same shall become due, and keep the improvements situated upon said land insured at all times during the continuance of this deed of trust against loss or damage by fire, storm and other hazard for the maximum amount of insurance obtainable or in such amount as may be approved by the beneficiary, in some solvent insurance company or companies authorized to do business in the state of Mississippi, and satisfactory to the said beneficiary, with standard mortgage clause attached in favor of said beneficiary, or the legal holder of said note or notes, and shall have the policy or policies of insurance assigned and delivered to the legal holder or holders of the indebtedness secured hereby, and on failure so to do, then the legal holder of the note or notes, or either of them, may pay said taxes and assessments, redeem the property from any tax sale, or sales, if it has been sold, and insure said property, pay the preciums, and have a lien for the same, with interest at the rate of six per centum per annum from date until paid, and the trustee herein shall have all of the powers of sale or otherwise, in reference to said payments as for default in the payments of the original indebtedness, and the failure to promptly repay the legal holder or holders of the said note or notes, or either of them, any money so expended, upon demand, shall render the whole indebtedness herein secured, at the option of the legal holder of said indebtedness immediately due and payable. In event of loss or damage to the premises by fire or other hazard, the Grantors will give immediate notice by mail to the Beneficiary, who may make proof of loss if not made promptly by the Grantors, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Beneficiary instead of to the Grantors and the Beneficiary jointly, and the insurance proceeds or any part thereof, may be applied by the Beneficiary at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this Deed of Trust, or other transfer of title to the said premises in extinguishment of the indebtedness secured hereby, all right, title, and interest of the Grantors in and to any insurance policies then in force shall pass to the purchaser or grantee.

Third: If default be made in any payment of any installment or principal or interest or of any indebtedness herein provided for when the same may become due and payable, then the whole of the indebtedness secured in and by this instrument may, at the option of the beneficiary, and without notice to the Grantors, be declared immediately due and payable.

Fourth: A failure on the part of the beneficiary to exercise any option herein contained in the event of default being made, shall not constitute a waiver of the beneficiary's right to exercise said option in the event of any subsequent default.

Fifth: In case the grantors or either of them, or their vendees of the property herein conveyed, immediate or remote, should become insolvent, or apply to a bankruptcy court to be adjudicated a voluntary bankrupt, or proceedings be instituted to put them in involuntary bankruptcy, or should any proceedings be taken against the grantors, or their said vendees, immediate or remote, or either of them, looking to the appointment of a receiver, assignee, or trustee, then, and in either or any such case, all rents becoming due thereafter on the property herein conveyed shall be due and payable to the beneficiary herein, to be applied on the indebtedness secured hereby, and the whole indebtedness hereby secured, may, at the option of the said Beneficiary, or any holder of said indebtedness, be declared due and payable.

Sixth: The grantors further bind themselves not to abandon said property and covenant that waste will not be committed or suffered to be committed thereon, and a breach of either of these agreements and conditions shall cause the entire indebtedness, secured hereby, to become due and payable at the option of the said Beneficiary, or any holder of said indebtedness. It is further agreed that in event the undersigned grantors fail to keep in as good state of repair as they now are, the buildings and appurtenances hereinabove conveyed, that the Beneficiary herein shall have the right at Beneficiary's option to make needed repairs, betterments or improvements, and that any expenditure for such purpose will be a legitimate indebtedness against the undersigned and against the property embraced in this deed of trust, and the cost of any such repairs, betterments or improvements will become a part of the debt secured by this instrument.

Seventh: When any payment shall be made to Beneficiary, by the grantors herein, the said Beneficiary, or the legal holder of said note or notes or other indebtedness, shall have the exclusive right to make application of said payments to any part of the indebtedness hereby secured which either of them may elect, whether the indebtedness to which said payments may be applied be specifically mentiond in this deed of trust or not.

Eighth: If the property conveyed herein should be situated in two or more counties or in two judicial districts of the same county, then the trustee or any successor in said trust, shall have full power, in case he is directed to foreclose under this instrument, to select in which county, or judicial district, the sale of all of the above property shall be made and his selection shall be binding upon the grantors and the Beneficiary and all persons claiming through or under them, whether by contract or by law. The trustee or any successor in said trust shall have full power to fix the day, time, terms and place of sale and shall also have full power to conduct any sale hereunder through an agent duly appointed by him for that purpose but said appointment of agent need not be recorded.

Ninth: The grantors waive the provisions of Chapter 248, Laws of Mississippi of 1934, and laws amendatory thereof, if any, as far as said Section restricts the right of the trustee to offer at sale more than one hundred and sixty acres at a time, and the trustee may offer the property herein conveyed as a whole regardless of the manner in which it may be described.

Tenth: The attorney's fees provided for in the above described notes and the trustees fee provided for in this deed of trust are hereby made liens on the above described property and the grantors hereby promise to pay the same should they become due under the terms of the said notes and this deed of trust. A reasonable attorney's fee and all costs in connection with any litigation to protect this security or in seeking to have this deed of trust reformed by judicial proceedings, where necessary by mistake in this act, shall constitute a part of the debt secured hereby and become immediately due and payable to the beneficiary upon demand. If the Beneficiary, or the legal holder of said note or notes or other indebtedness, shall deem it best to proceed in equity, to foreclose this deed of trust, then a reasonable fee shall be allowed by the court to the attorney representing the beneficiary under this deed of trust.

Eleventh: The Grantors agree to pay all usual and necessary costs incident to the cancellation upon the record or records of this deed of trust after the indebtedness hereby secured has been paid in full.

Twelfth: In the event that this deed of trust is subordinate to any other deed of trust or lien of any kind, the Beneficiary may, in the event of a default in the performance of any covenant or agreement in the prior deed of trust or in the event of default in payment of any indebtedness secured by any other prior lien when due, at its option declare the entire indebtedness secured by this deed of trust immediately due and payable, or the Beneficiary may perform any such defaulted covenant or agreement to such extent as the Beneficiary may determine or pay any part of the indebtedness which is in default, with resultant right of subrogation, and the Beneficiary shall have a lien for the same with interest at the rate of six per centum (6%) per annum from date until paid, and the trustee shall have all of the powers of sale or otherwise, in reference to said payments as for default in the payments of the original indebtedness secured by this deed of trust, and the failure to promptly repay the Beneficiary any monies so expended, upon demand, shall render the whole indebtedness herein secured, at the option of the legal holder of said indebtedness, immediately due and payable.

Thirteenth: The beneficiary, or any owner or holder of the note secured hereby, may at pleasure, without giving formal notice to the original or any successor trustee, or to the grantors herein or their vendees of the property herein conveyed, immediate or remote, and without regard to the willingness or inability of any such trustee to act, or to execute this trust, appoint another person or succession of persons to act as trustee herein, and such appointee or substitute shall have all the title, authority and powers in the execution of this trust as are vested in the trustee herein named. If the beneficiary, or the owner or holder of the note secured hereby, be a corporation, such appointment may be made by any one of its officers or agents. No one exercise of this power of appointment, power of sale, or any other power or right given in this Deed of Trust shall exhaust the right to exercise such power, but all rights and powers herein given may be exercised as often as may be necessary to achieve the perfect security and the collection of the indebtedness secured by this Deed of Trust until said indebtedness is fully paid and discharged. At any sale had by any Trustee hereunder, the Trustee may, from time to time, adjourn said sale to a later date without readvertising the sale by giving notice of the time and place of such continued sale at the time when and where the Trustee shall make such adjournment, and at any sale made to enforce the Trust herein given, the Beneficiary, or any person in interest, may become a purchaser, and upon payment of the purchase price the Trustee shall execute a deed of conveyance, which conveyance shall vest full and perfect title in such purchaser upon payment of the purchase price.

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness and any and all other indebtedness that may become due and owing to the beneficiary, under the terms of this instrument, and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security, and any other indebtedness that may become due and owing by the grantors to the beneficiary during the term of this deed of trust arising in any manner whatsoever. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any instalment thereon, or of any instalment of interest, or in the payment of taxes or insurance as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other covenant herein contained, then in that event the entire principal sum secured hereby, with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, be and become at once due and payable without notice to the grantors, and the trustee herein named, or his successor, or successors, shall, at the request of the beneficiary, sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid, then unpaid, after giving notice of the time, place and terms of sale as required by Section 888 of the Mississippi Code of 1942 and amendments, if any, thereto, and make deed to the purchaser or purchasers thereof. Out of the proceeds arising from said sale, the costs and expenses of executing this Deed of Trust, including a ten (10%) percent trustee's fee, which is hereby agreed to be a reasonable trustee's fee, and the attorney's fee prescribed in said note or notes, shall first be paid, next the amount of said indebtedness then remaining unpaid shall be paid and lastly, any balance remaining shall be paid to the undersigned grantors or to their proper representatives, agents or assigns.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, the use of any gender shall be applicable to all genders, and the term "Beneficiary" shall include any payee of the indebtdeness hereby secured or any transferee thereof whether by operation of law or otherwise.

IN TESTIMONY WHEREOF, Witness the signature of the grantors on this the day and date first above written.

Billy J. Freeman

Frankie B. Freeman

STATE OF MISSISSIPPI

COUNTY OF DESOTO

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named Billy J. Freeman and wife, Frankie B. Freeman

who severally acknowledged that they signed and delivered the above and foregoing deed of trust on the day and year therein mentioned.

Given under my hand and official seal, this the 30th day of September 19 75.

Notary Public

My Commission expires Feb. 19, 1976

STATE OF MISSISSIPPI

COUNTY OF

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named

and

who severally acknowledged that they are and respectively of

, a corporation, and that for and on behalf of said corporation and as its act and deed, they signed, sealed and delivered the above and foregoing instrument of writing on the day and in the year therein mentioned, they having been first duly authorized so to do.

GIVEN under my hand and official seal, this the day of , 19

Notary Public

My Commission expires

Compliments of
NORTHWEST TITLE GUARANTY CO.
P. O. Box No. 8 Phone 393-2476
Southaven, Miss. 38671

LAND

Deed of Trust

FROM

TO

STATE OF MISSISSIPPI } Chancery Court
County.

I certify that this Deed of Trust was filed for record in my office at o'clock M., on the day of 19 , and was duly recorded the day of 19 , on page

Book No. In my office.

Witness my hand and seal of office this day of 19

Chancery Clerk. D. C.

TITLE INSURANCE is the only guaranteed protection against real estate losses.

5.00 P.D.

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 1 o'clock 35 minutes P. M. 1 day of Oct. 1975, and that the same has been recorded in Book 191 Page 416 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 2 day of Oct. 1975.

Fees $5.00 pd.

SEAL H. L. Ferguson, CLERK

420

Assignment of this Instrument Recorded in Real Estate T/D Book No. 192 Page 105 This the 17 day of Oct. 19 75
W. D. Ferguson Clerk

Assignment of this Instrument Recorded in Real Estate T/D Book No. 201 Page 21 This the 10 day of June 19 76
W. D. Ferguson Clerk

Assignment of this Instrument Recorded in Real Estate T/D Book No. 252 Page 59 This the 8 day of Nov. 19 79
W. D. Ferguson Clerk

CANCELLED BY AUTHORITY. RECORDED IN BOOK 420 PAGE 143 THIS 4th DAY OF Nov. 19 87
W. D. Ferguson Chancery Clerk, D.C.

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 September, 1975, by and between

MICHAEL JORDAN NIX and wife, LINDA T. NIX

, hereinafter called the Grantor;

C. B. Henley, hereinafter called the Trustee, and

BAILEY MORTGAGE COMPANY

and existing under the laws of the State of Mississippi, a corporation organized and post-office address at 161 E. Amite Street, Jackson, Mississippi, having its principal office Beneficiary: , hereinafter called the

WITNESSETH, That the Grantor, in consideration of the debt and trust hereinafter mentioned, and the sum of One Dollar ($1.00) to the Grantor paid by the Trustee, the receipt whereof is hereby acknowledged, does by these presents grant, bargain, sell, convey, and warrant unto the Trustee, the following-described real estate, together with all buildings and improvements thereon (or that may hereafter be erected thereon); and the hereditaments and appurtenances and all other rights thereunto belonging, or in anywise now or hereafter appertaining, and the reversion and reversions, remainder or remainders, rents, issues, and profits thereof, and all rights of homestead, and all plumbing, heating, and lighting fixtures and equipment now or hereafter attached to or used in connection with said premises, situated in the County of DeSoto, State of Mississippi, to wit:

Lot 262, Section B, Holly Hills Subdivision, situated in Section 30, 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 12, Pages 16 and 17.

Together with Whirlpool Hood, model #7630, serial #51814609; Whirlpool Range, model #RYE 7700Y2, serial #M42020881; Whirlpool Dishwasher, model #SAU400, serial #F42134510; Whirlpool Disposal, model #SYD40, serial #F43171829; More-Flo Water Heater, model #ER42D, serial #16155; Whirlpool Air Condition, model #DXB39B, serial #834853134; Whirlpool Furnace, model #FXB43105CR, serial #H33361227; 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 indebtness secured by this deed of trust have been entirely used to pay the seller all or a part of the purchase price of the property described above.

TO HAVE AND TO HOLD the same unto the Trustee and unto his successors and assigns, forever.

IN TRUST, HOWEVER, to secure to

BAILEY MORTGAGE COMPANY

and existing under the laws of the STate of Mississippi, a corporation organized of a certain promissory note of even date herewith in the principal sum of Twenty-Nine Thousand Six Hundred Fifty and No/100 ---------- Dollars ($ 29,650.00), with interest from date at the rate of Seven & three-fourths per centum (7 3/4 %) per annum on the balance remaining from time to time unpaid; principal and interest being payable at the office of , the payment

Bailey Mortgage Company, 161 E. Amite St., in Jackson, Mississippi

or at such other place as the holder may designate, in writing, in monthly installments of Two Hundred Twelve and 59/100 ---------- Dollars ($ 212.59), commencing on the first day of November, 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 October, 2005.

The Grantor, in order more fully to protect the security of this Deed of Trust, does hereby covenant and agree as follows:

1. That he will pay all and singular the principal and interest and other sums of money payable by virtue of the note secured hereby and of this lien, at the times and in the manner in said note and hereinafter provided. Privilege is reserved to pay the debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due on the note, on the first day of any month prior to maturity; provided, however, that written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment.

2. That, together with and in addition to the monthly payments of principal and interest payable under the terms of the note secured hereby, he will pay to the Beneficiary on the first day of each month until the note is fully paid, the following sums:

(a) An amount sufficient to provide the holder hereof with funds to pay the next mortgage insurance premium if this instrument and the note secured hereby are insured, or a monthly charge (in lieu of a mortgage insurance premium) if they are held by the Secretary of Housing and Urban Development, as follows:

(I) If and so long as said note of even date and this instrument are insured or are reinsured under the provisions of the National Housing Act, an amount sufficient to accumulate in the hands of the holder one (1) month prior to its due date the annual mortgage insurance premium, in order to provide such holder with funds to pay such premium to the Secretary of Housing and Urban Development pursuant to the National Housing Act, as amended, and applicable Regulations thereunder; or

(II) If and so long as said note of even date and this instrument are held by the Secretary of Housing and Urban Development, a monthly charge (in lieu of a mortgage insurance premium) which shall be in an amount equal to one-twelfth (1/12) of one-half (½) per centum of the average outstanding balance due on the note computed without taking into account delinquencies or prepayments;

re-recorded
Assignment of this Instrument Recorded in Real Estate T/D Book No. 260 Page 592 This the 27 day of June 19 80
W. D. Ferguson Clerk

re-recorded
Assignment of this Instrument Recorded in Real Estate T/D Book No. 254 Page 594 This the 16 day of Jan 19 80
W. D. Ferguson Clerk

(b) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable to renew the policies of fire and other hazard insurance on the premises covered by this Deed of Trust, plus taxes and assessments next due on these premises (all as estimated by the Beneficiary) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by the Beneficiary in trust to pay said ground rents, premiums, taxes, and special assessments; and

(c) All payments mentioned in the two preceding subsections of this paragraph and all payments to be made under the note secured hereby shall be added together, and the aggregate amount thereof shall be paid by the Grantor each month in a single payment to be applied by the Beneficiary to the following items in the order set forth:

(I) premium charges under the contract of insurance with the Secretary of Housing and Urban Development, or monthly charge (in lieu of mortgage insurance premium), as the case may be;

(II) ground rents, if any, taxes, special assessments, fire and other hazard insurance premiums;

(III) interest on the note secured hereby; and

(IV) amortization of the principal of said note.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Grantor prior to the due date of the next such payment, constitute an event of default under this Deed of Trust. The Beneficiary may collect a "late charge" not to exceed two cents (2¢) for each dollar ($1) of each payment more than fifteen (15) days in arrears to cover the extra expense involved in handling delinquent payments.

3. If the total of the payments made by the Grantor under (b) of paragraph 2 preceding shall exceed the amount of the payments actually made by the Beneficiary for ground rents, taxes, or assessments, or insurance premiums, as the case may be, such excess at the option of the Beneficiary, shall be credited on subsequent payments to be made by the Grantor, or refunded to the Grantor. If, however, the monthly payments made by the Grantor under (b) of paragraph 2 preceding shall not be sufficient to pay ground rents, taxes and assessments, and insurance premiums, as the case may be, when the same shall become due and payable, then the Grantor shall pay to the Beneficiary any amount necessary to make up the deficiency, on or before the date when payment of such ground rents, taxes, assessments, or insurance premiums shall be due. If at any time the Grantor shall tender to the Beneficiary, in accordance with the provisions thereof, the full payment of the entire indebtedness represented thereby, the Beneficiary shall, in computing the amount of such indebtedness, credit to the account of the Grantor all payments made under the provisions of (a) of paragraph 2 hereof which the Beneficiary has not become obligated to pay to the Secretary of housing and Urban Development, and any balance remaining in the funds accumulated under the provisions of (b) of paragraph 2 hereof. If there shall be a default under any of the provisions of this Deed of Trust resulting in a public sale of the premises covered hereby or if the Beneficiary acquires the property otherwise after default, the Beneficiary shall apply, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under (b) of paragraph 2 preceding, as a credit against the amount of principal then remaining unpaid under the note secured hereby, and shall properly adjust any payments which shall have been made under (a) of paragraph 2.

4. That he will pay all and singular the costs, charges, and expenses including a 10% attorney's fee, reasonably incurred or paid at any time by the Beneficiary, because of the failure on the part of the Grantor to perform, comply with, and abide by each and every the stipulations, agreements, conditions, and covenants of the note secured hereby and of this Deed of Trust, or either, and every such payment shall bear interest from date at the rate set forth in the note secured hereby, shall be payable on demand, and shall be fully secured by this Deed of Trust.

5. That he will not commit, permit, or suffer waste, impairment, or deterioration of said property or any part thereof, and in the event of the failure of the Grantor to keep the buildings on said premises and those to be erected on said premises, or improvements thereon, in good repair, the Beneficiary may make such repairs as in its discretion it may deem necessary for the proper preservation thereof, and the sums so paid shall bear interest from date at the rate set forth in the note secured hereby, shall be payable on demand, and shall be fully secured by this Deed of Trust.

6. That he will keep the improvements now existing or hereafter erected on the said premises, insured as may be required from time to time by the Beneficiary against loss by fire and other hazards, casualties, and contingencies, including war damage, in such amounts and for such periods as may be required by the Beneficiary and will pay promptly, when due, any premiums on such insurance provision for payment of which has not been made hereinbefore. All insurance shall be carried in companies approved by the Beneficiary and the policies and renewals thereof shall be held by the Beneficiary and have attached thereto loss payable clauses in favor of and in form acceptable to the Beneficiary. In event of loss the Grantor will give immediate notice by mail to the Beneficiary, who may make proof of loss if not made promptly by the Grantor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Beneficiary instead of to the Grantor and the Beneficiary jointly, and the insurance proceeds, or any part thereof, may be applied by the Beneficiary at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this Deed of Trust or other transfer of title to the said premises in extinguishment of the indebtedness secured hereby, all right, title, and interest of the Grantor in and to any insurance policies then in force shall pass to the purchaser or grantee.

7. That he will pay all taxes, assessments, water rates, and other governmental or municipal charges, fines, or impositions, for which provision has not been made hereinbefore, and shall promptly deliver the official receipts therefor to the Beneficiary; and in default of such payment by the Grantor, the Beneficiary may pay the same, and any amount so paid by the Beneficiary shall then be added to the principal debt named herein and shall be secured hereby.

8. That if the premises, or any part thereof, be condemned under any power of eminent domain, or acquired for a public use, the damages, proceeds, and the consideration for such acquisition, to the extent of the full amount of indebtedness upon this Deed of Trust, and the note secured hereby remaining unpaid, are hereby assigned by the Grantor to the Beneficiary and shall be paid forthwith to the Beneficiary to be applied by it on account of the indebtedness secured hereby, whether due or not.

9. The Grantor further agrees that should this Deed of Trust and the note secured hereby not be eligible for insurance under the National Housing Act within sixty (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.

Michael Jordan Nix

Michael Jordan Nix

Linda T. Nix

Linda T. Nix

STATE OF MISSISSIPPI,

COUNTY OF DESOTO } SS:

Personally appeared before me Bobbie M. Braswell the undersigned Notary Public in and for the said County, the within named Michael Jordan Nix and Linda T. Nix, 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 September, 1975.

Bobbie M. Braswell

My Commission expires:
Feb. 19, 1976

STATE OF MISSISSIPPI

COUNTY OF DeSoto } SS:

I, H. L. 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 1:35 o'clock P. M., on the 1st day of October 19 75 and was recorded in Vol. , Record of Deeds, pages , on the day of 19

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 1 o'clock 35 minutes P. M. 1 day of Oct. 1975, and that the same has been recorded in Book 191 Page 420 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 2 day of Oct. 1975.

Fees $5.00 pd.

SEAL H. L. Ferguson, CLERK

PARTIAL RELEASE

FOR A VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, THE HERNANDO BANK, does hereby release from the lien of the Deed of Trust given by JAMES E. YOUNGBLOOD, ROBERT S. CURBO, C. W. KELLY, CARL GARGANO AND JOHNNY A. WALLACE, to James W. Amos, Trustee for the benefit of The Hernando Bank, which Deed of Trust is dated the 4th day of February, 1975, and recorded in Deed of Trust Book 183, Page 393, in the Office of the Chancery Clerk of DeSoto County, Mississippi, the following land located in DeSoto County, Mississippi, described as follows, to-wit:

Lots 11, 12 and 13, Section A, College Grove Subdivision located in Sections 10 and 11, Township 2 South, Range 6 West, DeSoto County, Mississippi, more particularly described in plat recorded in Plat Book 13, Pages 50-53, in the office of the Chancery Clerk of DeSoto County, Mississippi.

In all other respects said Deed of Trust recorded in Deed of Trust Book 183, Page 393, shall remain in full force and effect.

The Chancery Court Clerk of DeSoto County, Mississippi, is hereby authorized to record this Partial Release and make a proper notation upon the margin of said Deed of Trust.

WITNESS the signature of THE HERNANDO BANK, by its duly authorized officer, this the 84th day of ~~XXXXXX~~ September, 1975.

THE HERNANDO BANK

By _____

_____ office

STATE OF MISSISSIPPI

COUNTY OF DESOTO

This day personally appeared before me, the undersigned authority in and for said county and state, the within named A. S. Ballard, Jr., President of THE HERNANDO BANK, who acknowledged that acting for and on behalf of said corporation and being fully authorized thereto, he signed, sealed and delivered the above and foregoing Partial Release as the act and deed of said corporation.

GIVEN under my hand and seal of office this the 84th day of ~~XXXXXX~~ September, 1975.

_____
Notary Public

My commission expires:

My Commission Expires June 7, 1978

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 8 o'clock 30 minutes A.M. 2 day of Oct. 1975, and that the same has been recorded in Book 191 Page 423 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 2 day of Oct. 1975.

Fees $ 2.50 pd.

SEAL H. L. Ferguson, CLERK

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DEED OF TRUST

THIS INDENTURE, made this 29th day of September, 1975 between HARVEY B. WHITE and wife, JO ANN WHITE of the first part, and SECURITY TITLE COMPANY, INC. 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 NINE HUNDRED NINETY EIGHT AND NO/100 DOLLARS ($998.00) BEING DUE AND PAYABLE ON DEMAND AND EVIDENCED BY A PROMISSORY NOTE OF EVEN DATE HEREWITH.

and parties of the first part having agreed to secure the prompt payment of the same when due: Therefore, in consideration of the premises, and of the sum of One Dollar to the parties of the first part paid by E. D. DUKES, Trustee, the parties of the first part have this day granted, bargained and sold to the said Trustee the following described property, located in the County of DeSoto and state of Mississippi, viz:

Lot 541, Section B, DeSoto Village Subdivision in Section 34, Township 1, Range 8, per plat thereof in Plat Book 8, Pages 16 through 21 in the Chancery Court Clerk's Office of Desoto County, Mississippi to which plat reference is made for amore particular description.

THIS IS A SECOND LIEN DEED OF TRUST.

Should the Trustee at any time believe said property, or any part thereof, endangered as a security for said debt, he may then forthwith take posession of said property and sell the same as herein directed. Should the parties of the first part promptly pay the above stated indebtedness on or before the ON DEMAND, then this instrument to be void; but in default thereof the said Trustee shall take possession of said property, and after giving notice of the time, place and terms of sale, by advertisement according to law in DeSoto County, shall sell the same at public auction to the highest bidder for cash, at such time and place as he shall designate in said advertisement. The proceeds of said sale shall be applied to the payment of said indebtedness and all costs incurred herein; and if there be a surplus, such surplus shall be refunded to the parties of the first part. In case of failure or inability on the part of said Trustee to execute the trust herein confided, the party of the second part, it's assigns or legal representatives, can at any time appoint a Trustee to act in his stead.

WITNESS signature the date written above.

* *

STATE OF MISSISSIPPI DESOTO COUNTY,

Personally appeared before me, a Notary Public of said County, the within named Harvey B. White and wife, Jo Ann White who acknowledged that they signed and delivered the foregoing Deed of Trus on the day and year therein mentioned.

Given under my hand and official seal this 29th day of September, 1975.

Lee V. Hamberlin
Notary Public

STC 32008
sb

My Commission Expires:
Dec 5, 1978

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 30 minutes A M, 2 day of October 1975, and that the same has been recorded in Book 191 Page 424 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 2 day of Oct. 1975.

Fees 2.50 pd.

SEAL H. D. Feranson CLERK

PARTIAL RELEASE

FOR A VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, ROBERT S. CURBO, LAWRENCE W. CURBO, HOMER CURBO, JR. and HARVEY F. CURBO, do hereby release from the lien of the Deed of Trust given by DEL-CON, INC., A Mississippi Corporation, to Dudley B. Bridgforth, Jr., Trustee for the benefit of Robert S. Curbo, Lawrence W. Curbo, Homer Curbo, Jr. and Harvey F. Curbo, which Deed of Trust is dated the 30th day of May, 1973, and recorded in Deed of Trust Book 160, Page 450, in the Office of the Chancery Clerk of DeSoto County, Mississippi, the following land located in DeSoto County, Mississippi, described as follows, to-wit:

> 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.

In all other respects said Deed of Trust recorded in Deed of Trust Book 160, Page 450, shall remain in full force and effect.

The Chancery Court Clerk of DeSoto County, Mississippi, is hereby authorized to record this Partial Release and make a proper notation upon the margin of said Deed of Trust.

WITNESS the signature of Robert S. Curbo, Lawrence W. Curbo, Homer Curbo, Jr. and Harvey F. Curbo, this the 29 day of September, 1975.

Homer Curbo, Jr.
HOMER CURBO, JR.

Robert S. Curbo
ROBERT S. CURBO

Harvey F. Curbo
HARVEY F. CURBO

Lawrence W. Curbo
LAWRENCE W. CURBO

STATE OF MISSISSIPPI
COUNTY OF DESOTO

This day personally appeared before me, the undersigned authority in and for said county and state, the within named ROBERT S. CURBO, LAWRENCE W. CURBO, HOMER CURBO, JR. AND HARVEY F. CURBO, who acknowledged that they signed, sealed and delivered the above and foregoing Partial Release as their free and voluntary act and deed and for the purposes therein expressed.

GIVEN under my hand and seal of office this the 29 day of September, 1975.

Jean L. Curbo
Notary Public

My commission expires:

June 7, 1977

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 2 o'clock ___ minutes P M. 1 day of Oct. 1975, and that the same has been recorded in Book 191 Page 425 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 2 day of Oct. 1975.

Fees $2.50 pd.

SEAL H. L. Ferguson, CLERK

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PREPARED BY:
SIDNEY M. KATZ, ATTY.
4041 KNIGHT-ARNOLD ROAD
MEMPHIS, TENN. 38118

MISSISSIPPI
ASSIGNMENT OF DEED OF TRUST

For valuable consideration, the receipt of which is acknowledged, the undersigned does hereby sell, transfer and assign unto GOVERNMENT NATIONAL MORTGAGE ASSOCIATION, that certain Deed of Trust executed by Bobby G. Tranum and wife, Pauline P. Tranum, to DELTA TITLE COMPANY, Trustee, for the benefit of National Mortgage Company, a Tennessee Corporation, dated September 4, 1975, securing a note in the sum of $ 29,950.00, recorded in Book 191, Page 103, 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 $ 29,950.00, plus interest at the rate of 7-3/4 % per annum, the first monthly installment being due the first day of October, 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 30th day of September, 1975.

NATIONAL MORTGAGE COMPANY

Sidney M. Katz
Senior Vice President

ATTEST:

Marvin J. Loskove
Assistant Secretary

STATE OF TENNESSEE
COUNTY OF SHELBY

Before me the undersigned, a Notary Public in and for the aforesaid County and State, personally appeared the within named Sidney M. Katz and Marvin J. Loskove who acknowledged that they, as Senior Vice President and Assistant Secretary respectively, of and for and on behalf and by authority of National Mortgage Company, a corporation organized and existing under the laws of the State of Tennessee, signed the above foregoing instrument and affixed the corporate seal of said corporation herewith and delivered said instrument on the day and year therein mentioned.

GIVEN UNDER MY HAND and seal of office, this the 30th day of September, 1975.

My Commission Expires Sept 13, 1977

NOTARY PUBLIC

2/71/226

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at / o'clock
30 minutes P M. 2 day of Oct. 1975, and that the same has been recorded in Book 191 Page 426 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 2 day of Oct. 1975.

Fees $ 2.50 pd.

SEAL H. L. Ferguson, CLERK

D-22943

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. ✓ 24, 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 and 54, in the Office of the Chancery Clerk of said county.

In all other respects said Deed of Trust recorded in Deed of Trust Book 184, Page 131 shall remain in full force and effect.

The Chancery Court Clerk of DeSoto County, Mississippi, is hereby authorized to record this Partial Release and make a proper notation upon the margin of said Deed of Trust.

WITNESS the signature of the Grantor this, the ✓ 29th day of ✓ September, 19✓75.

FIRST NATIONAL BANK
Hernando, Mississippi

By ✓ Jack W. Ussery
Jack W. Ussery, President

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at ____ o'clock ____ minutes ____ M., ____ day of ____, 1975, and that the same has been recorded in Book 191 Page 427 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the ____ day of ____ 1975.

Fees $____ pd.

SEAL H. D. Ferguson, CLERK

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 29th day of September, 1975.

(SEAL) Betty H. McIntosh NOTARY PUBLIC

My Commission Expires: Jan 24, 1979

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 1 o'clock 30 minutes P. M. 2 day of Oct. 1975, and that the same has been recorded in Book 191 Page 427 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 2 day of Oct. 1975.

Fees $ 2.50 pd.

SEAL H. L. Ferguson, CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK 241 PAGE 632
THIS 1 DAY OF May 19 77
H. G. Ferguson
CHANCERY CLERK

221380-91

FORM NO. 1961 REV. 1/75

PRINTED MATTER—1487 WORDS

DEED OF TRUST

STATE OF MISSISSIPPI,
COUNTY OF DeSOTO

WHEREAS,
DAVID A. SKILES and KATHLEEN R. SKILES

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 November 19 2005

NOW, THEREFORE, TO SECURE THE PAYMENT OF SAID INDEBTEDNESS, ATTORNEY'S FEES AND THE PERFORMANCE OF COVENANTS AND AGREEMENTS HEREIN MADE,

DAVID A. SKILES and wife, KATHLEEN R. SKILES

HEREINAFTER CALLED GRANTOR, WHETHER ONE OR MORE, IN CONSIDERATION OF THE PREMISES AND FIVE ($5.00) DOLLARS PAID TO GRANTOR BY HARRY F. BEACHAM AS TRUSTEE, HEREINAFTER CALLED TRUSTEE, DOES HEREBY CONVEY AND WARRANT UNTO SAID TRUSTEE THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN DeSOTO COUNTY, MISSISSIPPI, TO-WIT:

LOT 23, PLEASANT HILLS ESTATES, SECTION A LOCATED IN SECTION 7, TOWNSHIP 2 SOUTH, RANGE 6 WEST, DESOTO COUNTY, MISSISSIPPI.

GRANTOR FURTHER COVENANTS AND AGREES:

1. TO ASSESS SAID PROPERTY FOR TAXATION AND TO PAY WHEN DUE ALL TAXES, LIENS, JUDGMENTS, OR ASSESSMENTS ASSERTED AGAINST SAID PROPERTY AND TO PROMPTLY FURNISH BENEFICIARY WITH TAX RECEIPTS EVIDENCING PAYMENT OF ALL TAXES.

2. TO INSURE AND KEEP INSURED BUILDINGS AND OTHER IMPROVEMENTS NOW ON, OR WHICH MAY HEREAFTER BE PLACED ON, SAID PREMISES, AGAINST LOSS OR DAMAGE BY FIRE, WINDSTORM AND/OR EXTENDED COVERAGE, AS REQUIRED BY BENEFICIARY, ANY POLICY EVIDENCING SUCH INSURANCE TO BE DEPOSITED WITH, AND LOSS THEREUNDER TO BE PAYABLE TO BENEFICIARY AS ITS INTEREST MAY APPEAR, AT THE OPTION OF GRANTOR, AND SUBJECT TO GENERAL REGULATIONS OF THE FARM CREDIT ADMINISTRATION, SUMS SO RECEIVED BY BENEFICIARY MAY BE USED TO PAY FOR RECONSTRUCTION OF THE DESTROYED IMPROVEMENT(S), OR, IF NOT SO APPLIED MAY, AT THE OPTION OF THE BENEFICIARY, BE APPLIED IN PAYMENT OF ANY INDEBTEDNESS, MATURED OR UNMATURED, SECURED BY THIS DEED OF TRUST.

3. TO PROPERLY CARE FOR AND CULTIVATE SAID PROPERTY IN A FARMERLIKE MANNER, AND NOT TO COMMIT WASTE, CUT, REMOVE, OR DAMAGE TIMBER OR IMPROVEMENTS, OR ALLOW WASTE TO BE COMMITTED, OR TIMBER OR IMPROVEMENTS TO BE CUT, REMOVED, OR DAMAGED. IN THE EVENT THIS COVENANT IS BREACHED, GRANTOR AGREES TO PAY ALL COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES, INCURRED BY BENEFICIARY IN INVESTIGATING SUCH VIOLATION AND IN PROTECTING AND PRESERVING THIS SECURITY.

4. THAT THIS DEED OF TRUST IS A VALID FIRST LIEN AGAINST ALL THE LAND AND IMPROVEMENTS OFFERED AND APPRAISED AS SECURITY FOR THIS LOAN. IF THE VALIDITY OF THIS DEED OF TRUST OR IF GRANTOR'S TITLE TO ANY OF SAID LAND OR IMPROVEMENTS IS QUESTIONED IN ANY MANNER OR IF ANY PART OF SUCH LAND OR IMPROVEMENTS IS NOT PROPERLY DESCRIBED HEREIN, BENEFICIARY MAY, IN ITS DISCRETION, INVESTIGATE AND TAKE SUCH ACTION AS IT CONSIDERS NECESSARY OR DESIRABLE FOR THE PROTECTION OF ITS INTERESTS AND FOR THIS PURPOSE MAY EMPLOY LEGAL COUNSEL OR EXPERT ASSISTANCE AND GRANTOR WILL PROMPTLY PAY ALL EXPENSES SO INCURRED BY BENEFICIARY.

5. THAT IF GRANTOR DEFAULTS IN ANY OF THE PROVISIONS OF PARAGRAPHS 1, 2, 3, 4, OR 14 HEREOF, THEN BENEFICIARY MAY PAY SUCH TAXES, LIENS, JUDGMENTS, OR ASSESSMENTS, OBTAIN AND PAY FOR SUCH INSURANCE, OR ADVANCE SUCH ATTORNEY'S FEES, EXPENSES AND COSTS, AND GRANTOR AGREES TO IMMEDIATELY PAY BENEFICIARY ALL AMOUNTS SO ADVANCED, AND THAT ALL AMOUNTS SO ADVANCED SHALL BE SECURED HEREBY.

6. THAT ALL REPRESENTATIONS AND STATEMENTS MADE IN THE APPLICATION FOR THIS LOAN ARE TRUE AND CORRECT, THAT THE PROCEEDS OF THIS LOAN WILL BE USED SOLELY FOR THE PURPOSES SPECIFIED IN SAID APPLICATION, AND THAT GRANTOR WILL COMPLY WITH ALL REQUIREMENTS AND CONDITIONS IMPOSED BY BENEFICIARY IN MAKING THIS LOAN.

7. THAT GRANTOR WILL NOT SELL, MORTGAGE, OR OTHERWISE ALIENATE THE PROPERTY HEREIN DESCRIBED WITHOUT THE WRITTEN CONSENT OF BENEFICIARY.

8. THAT ALL DEFAULTED PAYMENTS AND ALL SUMS ADVANCED BY MORTGAGEE, AS PROVIDED FOR HEREIN, SHALL, FROM THE DATE DUE, BEAR INTEREST AT THE RATE OF TEN (10%) PER CENT.

9. THAT BENEFICIARY MAY AT ANY TIME, WITHOUT NOTICE, RELEASE ANY OF THE PROPERTY DESCRIBED HEREIN, GRANT EXTENSIONS OR DEFERMENTS OF TIME OF PAYMENT OF THE INDEBTEDNESS SECURED HEREBY, OR ANY PART THEREOF, OR RELEASE FROM LIABILITY ANY PARTIES WHO ARE OR MAY BECOME LIABLE FOR THE PAYMENT OF SAID INDEBTEDNESS, WITHOUT AFFECTING THE PRIORITY OF THIS LIEN OR THE PERSONAL LIABILITY OF THE GRANTOR OR ANY OTHER PARTY LIABLE OR WHO MAY BECOME LIABLE FOR THE INDEBTEDNESS SECURED BY THIS INSTRUMENT.

10. THIS INSTRUMENT AND THE NOTE SECURED HEREBY ARE SUBJECT TO THE FARM CREDIT ACT OF 1971 AND ALL ACTS AMENDATORY THEREOF OR SUPPLEMENTARY THERETO, AND THE LAWS OF THE STATE OF MISSISSIPPI NOT INCONSISTENT THEREWITH.

11. THAT THE FAILURE OF BENEFICIARY TO EXERCISE ANY OPTION OR MAKE ANY DECISION OR ELECTION UNDER ANY TERM OR COVENANT, HEREIN EXPRESSED, SHALL NOT BE DEEMED A WAIVER OF THE RIGHT TO EXERCISE SUCH OPTION OR TO MAKE SUCH DECISION OR ELECTION AT ANY TIME.

12. THAT EACH COVENANT AND AGREEMENT HEREIN CONTAINED SHALL INURE TO THE BENEFIT OF AND BIND THE SUCCESSORS AND ASSIGNS OF BENEFICIARY AND GRANTOR.

13. THAT THE FOLLOWING ARE AUTHORIZED TO SELECT AND SUBSTITUTE ANOTHER TRUSTEE IN THE PLACE OF THE ABOVE NAMED TRUSTEE OR ANY SUCCESSOR AT ANY TIME ANY OF THEM MAY SO DESIRE, NAMELY, (1) THE BENEFICIARY HEREIN ACTING THROUGH ITS PRESIDENT, VICE-PRESIDENT, TREASURER, OR SECRETARY, (2) ANY PERSON HOLDING THE OFFICE OF PRESIDENT, VICE-PRESIDENT, TREASURER, OR SECRETARY OF SAID BENEFICIARY, OR (3) ANY FUTURE HOLDER OF THE INDEBTEDNESS SECURED HEREBY. IT SHALL NOT BE NECESSARY TO OBTAIN THE CONSENT OR RESIGNATION OF THE ORIGINAL TRUSTEE, OR ANY SUCCESSOR BEFORE APPOINTING ANOTHER TRUSTEE IN HIS PLACE AND ANY SUCH APPOINTEE, WHO MAY BE AN AGENT, EMPLOYEE OR OFFICER OF BENEFICIARY, SHALL HAVE FULL AND SOLE POWER AS TRUSTEE HEREIN.

14. GRANTOR FURTHER COVENANTS AND AGREES TO OBTAIN AND CARRY CREDIT LIFE INSURANCE ON THE LIFE OF GRANTOR AND/OR TO ASSIGN THE BENEFITS (BOTH CASH VALUE AND/OR DEATH BENEFITS) OF ANY EXISTING INSURANCE ON THE LIFE OF GRANTOR, WHEN REQUIRED BY BENEFICIARY, ANY POLICY EVIDENCING SUCH INSURANCE TO BE DEPOSITED WITH AND ANY LOSS THEREUNDER TO BE PAYABLE TO BENEFICIARY AS ITS INTEREST MAY APPEAR.

NOW, IF GRANTOR SHALL PAY SAID INDEBTEDNESS AND KEEP AND PERFORM ALL OF THE COVENANTS AND AGREEMENTS OF THIS DEED OF TRUST, IT SHALL BECOME NULL AND VOID.

IF GRANTOR FAILS TO PAY WHEN DUE ANY SUMS SECURED HEREBY OR SHOULD GRANTOR (OR ANY ONE OF THEM) FAIL TO ABIDE BY OR PERFORM ANY OF THE AGREEMENTS CONTAINED HEREIN, BECOME INSOLVENT, BE ADJUDICATED A BANKRUPT, OR MADE DEFENDANT IN A BANKRUPTCY OR RECEIVERSHIP PROCEEDING, THEN, IN ANY SUCH EVENT, BENEFICIARY MAY, AT ITS OPTION, DECLARE ALL INDEBTEDNESS SECURED HEREBY IMMEDIATELY DUE AND PAYABLE, AND THE TRUSTEE, AT THE REQUEST OF THE BENEFICIARY, SHALL SELL SAID PROPERTY (EITHER AS A WHOLE OR IN PARCELS, AT HIS ELECTION, THE PROVISIONS OF SECTION 89-1-51, MISSISSIPPI CODE OF 1972, AND SECTION 111, MISSISSIPPI CONSTITUTION OF 1890 WITH RESPECT TO OFFERING AND SELLING REAL ESTATE IN PARCELS RATHER THAN AS A WHOLE, BEING HEREBY EXPRESSLY WAIVED) TO SATISFY THE INDEBTEDNESS HEREBY SECURED AFTER GIVING NOTICE OF THE TIME, PLACE, AND TERMS OF SALE BY PUBLICATION IN SOME NEWSPAPER PUBLISHED IN THE COUNTY IN WHICH SAID LAND IS SITUATED, OR IF NO NEWSPAPER IS THEN PUBLISHED IN SAID COUNTY IN A NEWSPAPER HAVING GENERAL CIRCULATION THEREIN, FOR THREE CONSECUTIVE WEEKS PRECEDING THE DATE OF SALE, AND BY POSTING ONE NOTICE AT THE COURTHOUSE OF SAID COUNTY FOR SAID TIME.

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 22 nd DAY OF SEPTEMBER 19 75

David A. Skiles

Kathleen R. Skiles

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

DAVID A. SKILES and wife, KATHLEEN R. SKILES

WHO ACKNOWLEDGED THAT THEY SIGNED AND DELIVERED THE FOREGOING INSTRUMENT ON THE DAY AND YEAR THEREIN MENTIONED.

GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS 2nd DAY OF October 19 75

(SEAL)

MY COMMISSION EXPIRES My Commission Expires January 5 1979

[illegible]

(OFFICIAL CAPACITY)

STATE OF

COUNTY OF

BEFORE ME, THE UNDERSIGNED AUTHORITY IN AND FOR SAID COUNTY IN SAID STATE, THIS DAY PERSONALLY APPEARED THE WITHIN NAMED

WHO ACKNOWLEDGED THAT SIGNED AND DELIVERED THE FOREGOING INSTRUMENT ON THE DAY AND YEAR THEREIN MENTIONED.

GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS DAY OF 19

(SEAL)

MY COMMISSION EXPIRES

(OFFICIAL CAPACITY)

CERTIFICATE OF CLERK

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 1 o'clock 45 minutes P M. 2 day of Oct. 1975, and that the same has been recorded in Book 191 Page 429 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 2 day of Oct. 1975.

Fees $5.00 pd.

SEAL H. D. Ferguson, CLERK

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Assignment of this Instrument Recorded in Deed Estate T.D. Book No. 192 Page 143
This the 20 day of Oct 1975
W. D. Ferguson Clerk

Nat'l. Mtg. Co.
Assignment of this Instrument Recorded in Real Estate T.D. Book No. 241 Page 353
This the 19 day of April 1979
W. D. Ferguson Clerk

PREPARED BY
MORRIS WHITMAN, ATTY.
4041 Knight Arnold Road
Memphis, Tenn. 38118

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-23528-SR

THIS DEED OF TRUST, made and entered into this 29th day of AUGUST, 1975, by and between

VERNON LEE McKENZIE AND WIFE, DOROTHY McKENZIE

, hereinafter called the Grantor;

DELTA TITLE COMPANY , hereinafter called the Trustee, and

NATIONAL MORTGAGE COMPANY , a corporation organized and existing under the laws of STATE OF TENNESSEE , having its principal office and post-office address at 4041 KNIGHT ARNOLD ROAD MEMPHIS, TENNESSEE 38118 , hereinafter called the Beneficiary:

WITNESSETH, That the Grantor, in consideration of the debt and trust hereinafter mentioned, and the sum of One Dollar ($1.00) to the Grantor paid by the Trustee, the receipt whereof is hereby acknowledged, does by these presents grant, bargain, sell, convey, and warrant unto the Trustee, the following-described real estate, together with all buildings and improvements thereon (or that may hereafter be erected thereon); and the hereditaments and appurtenances and all other rights thereunto belonging, or in anywise now or hereafter appertaining, and the reversion and reversions, remainder or remainders, rents, issues, and profits thereof, and all rights of homestead, and all plumbing, heating, and lighting fixtures and equipment now or hereafter attached to or used in connection with said premises, situated in the County of DESOTO , State of Mississippi, to wit:

LOT 32, ACREE PLACE SUBDIVISION, AS SHOWN ON PLAT OF RECORD IN PLAT BOOK 8, pages 35 and 36, IN SECTION 18, TOWNSHIP 3, SOUTH, RANGE 7 WEST, IN THE OFFICE OF THE CHANCERY CLERK OF DESOTO COUNTY, MISSISSIPPI, TO WHICH PLAT REFERENCE IS HEREBY MADE FOR A MORE PARTICULAR DESCRIPTION OF SAID LOT, AS PER SURVEY BY ACME ENGINEERING SERVICE DATED AUGUST 10, 1975.

TO HAVE AND TO HOLD the same unto the Trustee and unto his successors and assigns, forever.

IN TRUST, HOWEVER, to secure to NATIONAL MORTGAGE COMPANY a corporation organized and existing under the laws of STATE OF TENNESSEE , the payment of a certain promissory note of even date herewith in the principal sum of TWENTY ONE THOUSAND FIVE HUNDRED FIFTY AND NO/100----- Dollars ($ 21,550.00-----), with interest from date at the rate of SEVEN AND 3/4---- per centum (7-3/4-- %) per annum on the balance remaining from time to time unpaid; principal and interest being payable at the office of NATIONAL MORTGAGE COMPANY 4041 KNIGHT ARNOLD ROAD in MEMPHIS, TENNESSEE or at such other place as the holder may designate, in writing, in monthly installments of ONE HUNDRED FIFTY FOUR AND 51/100-------- Dollars ($ 154.51------), 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.

2. That, together with and in addition to the monthly payments of principal and interest payable under the terms of the note secured hereby, he will pay to the Beneficiary on the first day of each month until the note is fully paid, the following sums:

(a) An amount sufficient to provide the holder hereof with funds to pay the next mortgage insurance premium if this instrument and the note secured hereby are insured, or a monthly charge (in lieu of a mortgage insurance premium) if they are held by the Secretary of Housing and Urban Development, as follows:

(I) If and so long as said note of even date and this instrument are insured or are reinsured under the provisions of the National Housing Act, an amount sufficient to accumulate in the hands of the holder one (1) month prior to its due date the annual mortgage insurance premium, in order to provide such holder with funds to pay such premium to the Secretary of Housing and Urban Development pursuant to the National Housing Act, as amended, and applicable Regulations thereunder; or

(II) If and so long as said note of even date and this instrument are held by the Secretary of Housing and Urban Development, a monthly charge (in lieu of a mortgage insurance premium) which shall be in an amount equal to one-twelfth (1/12) of one-half (½) per centum of the average outstanding balance due on the note computed without taking into account delinquencies or prepayments;

FILED IN AUTHORITY RECORDED IN BOOK 762 PAGE 719
THIS 25th DAY OF May 19 95
W. E. Davis
Chancery Clerk
by: D. Stalcup D.C.

(b) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable to renew the policies of fire and other hazard insurance on the premises covered by this Deed of Trust, plus taxes and assessments next due on these premises (all as estimated by the Beneficiary) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by the Beneficiary in trust to pay said ground rents, premiums, taxes, and special assessments; and

(c) All payments mentioned in the two preceding subsections of this paragraph and all payments to be made under the note secured hereby shall be added together, and the aggregate amount thereof shall be paid by the Grantor each month in a single payment to be applied by the Beneficiary to the following items in the order set forth:

(I) premium charges under the contract of insurance with the Secretary of Housing and Urban Development, or monthly charge (in lieu of mortgage insurance premium), as the case may be;

(II) ground rents, if any, taxes, special assessments, fire and other hazard insurance premiums;

(III) interest on the note secured hereby; and

(IV) amortization of the principal of said note.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Grantor prior to the due date of the next such payment, constitute an event of default under this Deed of Trust. The Beneficiary may collect a "late charge" not to exceed two cents (2¢) for each dollar ($1) of each payment more than fifteen (15) days in arrears to cover the extra expense involved in handling delinquent payments.

3. If the total of the payments made by the Grantor under *(b)* of paragraph 2 preceding shall exceed the amount of the payments actually made by the Beneficiary for ground rents, taxes, or assessments, or insurance premiums, as the case may be, such excess at the option of the Beneficiary, shall be credited on subsequent payments to be made by the Grantor, or refunded to the Grantor. If, however, the monthly payments made by the Grantor under *(b)* of paragraph 2 preceding shall not be sufficient to pay ground rents, taxes and assessments, and insurance premiums, as the case may be, when the same shall become due and payable, then the Grantor shall pay to the Beneficiary any amount necessary to make up the deficiency, on or before the date when payment of such ground rents, taxes, assessments, or insurance premiums shall be due. If at any time the Grantor shall tender to the Beneficiary, in accordance with the provisions thereof, the full payment of the entire indebtedness represented thereby, the Beneficiary shall, in computing the amount of such indebtedness, credit to the account of the Grantor all payments made under the provisions of *(a)* of paragraph 2 hereof which the Beneficiary has not become obligated to pay to the Secretary of housing and Urban Development, and any balance remaining in the funds accumulated under the provisions of *(b)* of paragraph 2 hereof. If there shall be a default under any of the provisions of this Deed of Trust resulting in a public sale of the premises covered hereby or if the Beneficiary acquires the property otherwise after default, the Beneficiary shall apply, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under *(b)* of paragraph 2 preceding, as a credit against the amount of principal then remaining unpaid under the note secured hereby, and shall properly adjust any payments which shall have been made under *(a)* of paragraph 2.

4. That he will pay all and singular the costs, charges, and expenses including a 10% attorney's fee, reasonably incurred or paid at any time by the Beneficiary, because of the failure on the part of the Grantor to perform, comply with, and abide by each and every the stipulations, agreements, conditions, and covenants of the note secured hereby and of this Deed of Trust, or either, and every such payment shall bear interest from date at the rate set forth in the note secured hereby, shall be payable on demand, and shall be fully secured by this Deed of Trust.

5. That he will not commit, permit, or suffer waste, impairment, or deterioration of said property or any part thereof, and in the event of the failure of the Grantor to keep the buildings on said premises and those to be erected on said premises, or improvements thereon, in good repair, the Beneficiary may make such repairs as in its discretion it may deem necessary for the proper preservation thereof, and the sums so paid shall bear interest from date at the rate set forth in the note secured hereby, shall be payable on demand, and shall be fully secured by this Deed of Trust.

6. That he will keep the improvements now existing or hereafter erected on the said premises, insured as may be required from time to time by the Beneficiary against loss by fire and other hazards, casualties, and contingencies, including war damage, in such amounts and for such periods as may be required by the Beneficiary and will pay promptly, when due, any premiums on such insurance provision for payment of which has not been made hereinbefore. All insurance shall be carried in companies approved by the Beneficiary and the policies and renewals thereof shall be held by the Beneficiary and have attached thereto loss payable clauses in favor of and in form acceptable to the Beneficiary. In event of loss the Grantor will give immediate notice by mail to the Beneficiary, who may make proof of loss if not made promptly by the Grantor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Beneficiary instead of to the Grantor and the Beneficiary jointly, and the insurance proceeds, or any part thereof, may be applied by the Beneficiary at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this Deed of Trust or other transfer of title to the said premises in extinguishment of the indebtedness secured hereby, all right, title, and interest of the Grantor in and to any insurance policies then in force shall pass to the purchaser or grantee.

7. That he will pay all taxes, assessments, water rates, and other governmental or municipal charges, fines, or impositions, for which provision has not been made hereinbefore, and shall promptly deliver the official receipts therefor to the Beneficiary; and in default of such payment by the Grantor, the Beneficiary may pay the same, and any amount so paid by the Beneficiary shall then be added to the principal debt named herein and shall be secured hereby.

8. That if the premises, or any part thereof, be condemned under any power of eminent domain, or acquired for a public use, the damages, proceeds, and the consideration for such acquisition, to the extent of the full amount of indebtedness upon this Deed of Trust, and the note secured hereby remaining unpaid, are hereby assigned by the Grantor to the Beneficiary and shall be paid forthwith to the Beneficiary to be applied by it on account of the indebtedness secured hereby, whether due or not.

9. The Grantor further agrees that should this Deed of Trust and the note secured hereby not be eligible for insurance under the National Housing Act within *SIXTY DAYS* from the date hereof (written statement of any officer of the Department of Housing and Urban Development or authorized agent of the Secretary of Housing and Urban Development dated subsequent to the *SIXTY 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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during legal hours, at any front door of the county courthouse of DESOTO County, State of Mississippi, after giving notice, by advertising and posting as required by law, of the time, place, and terms of sale, and out of the proceeds arising from such sale, the said Trustee, or any successor, shall first pay all the costs and expenses of executing this Trust, including a reasonable compensation of said Trustee; next, said Trustee shall pay the balance of the indebtedness hereby secured then remaining unpaid; and lastly, any balance remaining in the hands of said Trustee shall be paid to the Grantor. The Beneficiary, or any subsequent holder of the note, or the duly authorized Attorney-in-Fact of either, is hereby authorized and empowered to appoint and substitute another Trustee in the place of the Trustee named herein, at any time, by writing, duly signed and acknowledged and recorded in the county or counties where the premises covered hereby are situate, and such appointee shall have full power as the Trustee herein, together with all the rights and privileges thereunto belonging. No one exercise of this power of appointment, power of sale, or any other power or right given in this Deed of Trust shall exhaust the right to exercise such power, but all rights and powers herein given may be exercised as often as may be necessary to achieve the perfect security and the collection of the indebtedness secured by this Deed of Trust until said indebtedness is fully paid and discharged. At any sale had by any Trustee hereunder, the Trustee may, from time to time, adjourn said sale to a later date without readvertising the sale by giving notice of the time and place of such continued sale at the time when and where the Trustee shall make such adjournment, and at any sale made to enforce the Trust herein given, the Beneficiary, or any person in interest, may become a purchaser, and upon payment of the purchase price, the Trustee shall execute a deed of conveyance, which conveyance shall vest full and perfect title in such purchaser upon payment of the purchase price.

The Grantor hereby assigns to the Beneficiary any and all rents on the premises covered hereby and authorizes the Beneficiary, by its agent, to take possession of said premises at any time there is any default in the payment of the debt hereby secured or in the performance of any obligation herein contained, and rent the same for the account of the Grantor, and to deduct from such rents all costs of collection and administration and to apply the remainder of the same on the debt hereby secured.

The Grantor further covenants and agrees that in case of a sale, as hereinabove provided, the Grantor or any person in possession under the Grantor, shall then become and be tenants holding over and shall forthwith deliver possession to the purchaser at such sale, or be summarily dispossessed in accordance with the provisions of law applicable to tenants holding over.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, the Grantor(s) ha hereunto set hand(s) the day and year herein first written above.

The Holders of the indebtedness described herein shall have the option at any time to require Grantors to pay to the Holders of the indebtedness in addition and concurrent to the monthly installment of principal and interest an amount sufficient to allow 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 on hand shall at any time be insufficient to pay said insurance premium when due and payable, the Grantors shall promptly deposit the entire amount of said deficit.

HIS (X) MARK
VERNON LEE McKENZIE

Dorothy McKenzie
DOROTHY McKENZIE

STATE OF ~~MISSISSIPPI~~ TENNESSEE
COUNTY OF SHELBY } SS:

Personally appeared before me Lori Lunday, the undersigned Notary public in and for the said County, the within named VERNON LEE McKENZIE and DOROTHY McKENZIE, his wife, who acknowledged that The Y signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and seal this 29th day of AUGUST, 19 75

My Commission Expires Oct. 18, 1977

Lori Lunday
NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF } SS:

I, , Clerk of the Court of the Chancery of said County, do hereby certify that the foregoing conveyance was filed for registration in this office at o'clock M., on the day of

WITNESSES: TO THE MARK OF VERNON LEE McKENZIE

Lori Lunday
LORI LUNDAY, 4524 WOODALE, MEMPHIS, TENN.

Susan Rogers
SUSAN ROGERS, 4655 OAK FOREST WAY, MEMPHIS, TENN.

STATE OF TENNESSEE, COUNTY OF SHELBY

On this 29th day of AUGUST, 1975, before me the undersigned Notary PUBLIC, personally appeared VERNON LEE McKENZIE, to me known to be the identical person described in and who executed the foregoing instrument by his ( )mark in my presence and in the presence of LORI LUNDAY AND SUSAN ROGERS, as Witnesses, and who acknowledged the execution of same to be their free and voluntary act and deed. Said instrument having been read to VERNON LEE McKENZIE, being a person unable to read or write.

IN WITNESS WHEREOF I HAVE HEREUNTO SET MY HAND AND NOTARIAL SEAL.

MY COMMISSION EXPIRES: My Commission Expires Sept. 11, 1978

NOTARY PUBLIC

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 1 o'clock 30 minutes P M. 2 day of Oct. 1975, and that the same has been recorded in Book 191 Page 432 records of REAL ESTATE TRUST DEEDS

Witness my hand and seal this the 2 day of Oct. 1975.

Fees $5.00 pd. SEAL H. O. Tigrum, CLERK.

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Nat'l. Mtg. Co.
Assignment of this Instrument Recorded in Real Estate To Book
No. 301 Page 481
This the 5 day of Aug 19 83
W. D. Ferguson Clerk

This instrument prepared by John J. Delius, Attorney
3181 Poplar Ave., Memphis, Tenn. 38111

VA Form 26-6322 (Home Loan)
Revised January 1974. Use Optional. Section 1810, Title 38, U.S.C. Acceptable to Federal National Mortgage Association.

MISSISSIPPI

DEED OF TRUST

THIS DEED OF TRUST, made and entered into this 26th day of September, 19 75, by and between

DANIEL MARTIN STORZ, JR. and wife, LESLIE RAINES STORZ

, hereinafter called the Grantor; W. D. GALBREATH and J. J. HEFLIN, JR., , hereinafter called the Trustee, and

PERCY GALBREATH & SON, INC.,

, a corporation organized and existing under the laws of State of Tennessee, having its principal office and post-office address at Memphis, Tennessee, hereinafter called the Beneficiary:

WITNESSETH, That the Grantor, in consideration of the debt and trust hereinafter mentioned, and the sum of One Dollar ($1.00) to the Grantor paid by the Trustee, the receipt whereof is hereby acknowledged, does by these presents grant, bargain, sell, convey, and warrant unto the Trustee, the following-described property, situated in the County of DeSoto, State of Mississippi, to wit:

Lot 1918 in Section H of Southaven West Subdivision in Section 22, Township 1 South, Range 8 West, as per plat thereof recorded in Plat Book 3, Page 35, in the office of the Chancery Clerk of DeSoto County, Mississippi.

985 513

BOOK 97

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; Range or counter top unit, dishwasher and garbage disposal.

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To Have and to Hold the same unto the Trustee and unto his successors and assigns, forever.

In Trust, However, to secure to the Beneficiary named above, the payment of a certain promissory note of even date herewith in the principal sum of TWENTY FIVE THOUSAND TWO HUNDRED AND NO/100--Dollars ($ 25,200.00), with interest from date at the rate of nine per centum (9.0 %) per annum on the balance remaining from time to time unpaid; principal and interest being payable at the office of Percy Galbreath & Son, Inc. in Memphis, Tennessee, or at such other place as the holder may designate, in writing delivered or mailed to the Grantor, in monthly installments of TWO HUNDRED TWO AND 86/100-- Dollars ($ 202.86), commencing on the first day of November, 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 October, A 2005.

The Grantor, in order more fully to protect the security of this Deed of Trust, does hereby covenant and agree as follows:

1. He will pay all and singular the principal and interest and other sums of money payable by virtue of the note secured hereby and of this lien, at the times and in the manner in said note and hereinafter provided. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one hundred dollars ($100.00), whichever is less. Prepayment in full shall be credited on the date received. Partial prepayment, other than on an installment due date, need not be credited until the next following installment due date or thirty days after such prepayment, whichever is earlier.

2. Together with and in addition to the monthly payments of principal and interest payable under the terms of the note secured hereby, he will pay to the Beneficiary as trustee (under the terms of this trust as herein stated), on the first day of each month until the note is fully paid:

(a) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable to renew the policies of fire and other hazard insurance on the premises covered by this Deed of Trust, plus taxes and assessments next due on these premises (all as estimated by the Beneficiary, and of which Grantor is notified) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by the Beneficiary in trust to pay said ground rents, premiums, taxes, and special assessments.

(b) The aggregate of the amounts payable pursuant to subparagraph (a) and those payable on the note secured hereby, shall be paid in a single payment each month, to be applied to the following items in the order stated:

(I) ground rents, if any, taxes, special assessments, fire and other hazard insurance premiums;
(II) interest on the note secured hereby; and
(III) amortization of the principal of said note.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Grantor prior to the due date of the next such payment, constitute an event of default under this Deed of Trust. At Beneficiary's option, Grantor will pay a "late charge" not exceeding four per centum (4%) of any installment when paid more than fifteen (15) days after the due date thereof to cover the extra expense involved in handling delinquent payments, but such "late charge" shall not be payable out of the proceeds of any sale made to satisfy the indebtedness secured hereby, unless such proceeds are sufficient to discharge the entire indebtedness and all proper costs and expenses secured thereby.

3. If the total of the payments made by the Grantor under (a) of paragraph 2 preceding shall exceed the amount of payments actually made by the Beneficiary as trustee for ground rents, taxes, or assessments, or insurance premiums, as the case may be, such excess shall be credited on subsequent payments to be made by the Grantor for such items or, at Beneficiaries option as trustee, shall be refunded to Grantor. If, however, such monthly payments shall not be sufficient to pay such items when the same shall become due and payable, then the Grantor shall pay to the Beneficiary as trustee any amount necessary to make up the deficiency. Such payments shall be made within thirty (30) days after written notice from the Beneficiary stating the amount of the deficiency, which notice may be given by mail. If at any time the Grantor shall tender to the Beneficiary, in accordance with the provisions thereof, the full payment of the entire indebtedness represented thereby, the Beneficiary shall as trustee, in computing the amount of such indebtedness, credit to the account of the Grantor any credit balance remaining under the provisions of (a) of paragraph 2 hereof. If there shall be a default under any of the provisions of this Deed of Trust resulting in a public sale of the premises covered hereby or if the Beneficiary acquires the property otherwise after default, the Beneficiary shall apply,

as trustee at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the amount then remaining to credit of Grantor under (a) of paragraph 2 preceding, as a credit on the interest accrued and unpaid and the balance to the principal then remaining unpaid on the note secured hereby.

4. The lien of this instrument shall remain in full force and effect during any postponement or extension of the time of payment of the indebtedness or any part thereof secured hereby.

5. He will pay all and singular the costs, charges and expenses, including reasonable attorney's fees incurred by Beneficiary because of the failure on the part of the Grantor to conform and comply with his obligations and duties under the term of the note secured hereby and of this Deed of Trust; and if such failure results in a sale under a foreclosure hereof, said fee shall be ten per centum (10 %) of the total indebtedness as of the date of sale.

6. Upon the request of the Beneficiary the Grantor shall execute and deliver a supplemental note or notes for the sum or sums advanced by the Beneficiary for the alteration, modernization, improvement, maintenance, or repair of said premises, for taxes or assessments against the same and for any other purpose authorized hereunder. Said note or notes shall be secured hereby on a parity with and as fully as if the advance evidenced thereby were included in the note first described above. Said supplemental note or notes shall bear interest at the rate provided for in the principal indebtedness and shall be payable in approximately equal monthly payments for such period as may be agreed upon by the creditor and debtor. Failing to agree on the maturity, the whole of the sum or sums so advanced shall be due and payable thirty (30) days after demand by the creditor. In no event shall the maturity extend beyond the ultimate maturity of the note first described above.

7. He will not commit, permit, or suffer waste, impairment, or deterioration of said property or any part thereof, and in the event of the failure of the Grantor to keep the buildings and other improvements now or hereafter on said premises in good repair, the Beneficiary may make such repairs as may reasonably be deemed necessary for the proper preservation thereof, and the sums so paid shall bear interest from date at the rate provided for in the principal indebtedness, shall be payable thirty (30) days after demand, and shall be fully secured by this Deed of Trust.

8. He will continuously maintain hazard insurance, of such type or types and amounts as Beneficiary may from time to time require, on the improvements now or hereafter on said premises, and except when payment for all such premiums has theretofore been made under (a) of paragraph 2 hereof, he will pay promptly when due any premiums therefor. All insurance shall be carried in companies approved by the Beneficiary and the policies and renewals thereof shall be held by the Beneficiary and have attached thereto loss payable clauses in favor of and in form acceptable to the Beneficiary. In event of loss the Grantor will give immediate notice by mail to the Beneficiary, who may make proof of loss if not made promptly by the Grantor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Beneficiary instead of to the Grantor and the Beneficiary jointly, and the insurance proceeds, or any part thereof, may be applied by the Beneficiary at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this Deed of Trust, or other transfer of title to the said premises in extinguishment of the indebtedness secured hereby, all right, title, and interest of the Grantor in and to any insurance policies then in force shall pass to the purchaser or grantee.

9. He will pay all taxes, assessments, water rates, and other governmental or municipal charges, fines, or impositions, except when payment for all such items has theretofore been made under (a) of paragraph 2 hereof, and shall promptly deliver the official receipts therefor to the Beneficiary; and in default of such payment by the Grantor, the Beneficiary may pay the same, and any amount so paid by the Beneficiary shall then be added to the principal debt named herein and shall be secured hereby.

If the Grantor shall well and truly keep and perform all the covenants and agreements in this Deed of Trust, and in the note hereby secured and well and truly pay off and discharge the said note and other indebtedness secured hereby, then this conveyance shall be null and void, but otherwise shall remain in full force and effect and at the request of the Beneficiary, the said Trustee, or any successor appointed in his stead, shall sell the premises covered hereby at public auction for cash to the highest and best bidder, during legal hours, at any front door of the county courthouse of County, State of Mississippi, after giving notice, by advertising and posting as required by law, of the time, place, and terms of sale, and out of the proceeds arising from such sale, the said Trustee, or any successor, shall first pay all the costs and expenses of executing this Trust, including a reasonable compensation of said Trustee; next, said Trustee shall pay the balance of the indebtedness hereby secured then remaining unpaid; next, said Trustee shall reimburse the Veterans Administration for any sums paid by it on account of the guaranty or insurance of the indebtedness secured hereby; and lastly, any balance remaining in the hands of said Trustee shall be paid to the Grantor. The Beneficiary, or any subsequent holder of the note is hereby authorized and empowered to appoint and substitute another Trustee in the place of the Trustee named herein, at any time, by writing, duly signed and acknowledged and recorded in the county or counties where the premises covered hereby are situate, and such appointee shall have full power as the Trustee herein, together with all the rights and privileges thereunto belonging. If the holder of the note is a corporation, its president or any vice president may select and appoint such substituted Trustee. No one exercise of this power of appointment, power of sale, or any other power or right given in this Deed of Trust shall exhaust the right to exercise such power, but all rights and powers herein given may be exercised as often as may be necessary to achieve the perfect security and the collection of the indebtedness secured by this Deed of Trust until said indebtedness is fully paid and discharged. At any sale made to enforce the Trust herein given, the Beneficiary, or any person in interest, may become a purchaser, and upon payment of the purchase price, the Trustee shall execute a deed of conveyance, which conveyance shall vest full and perfect title in such purchaser upon payment of the purchase price.

The Grantor hereby assigns to the Beneficiary any and all rents on the premises covered hereby and authorizes the Beneficiary, by its agent, to take possession of said premises at any time there is any default in the

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payment of the debt hereby secured or in the performance of any obligation herein contained, and rent the same for the account of the Grantor, and to deduct from such rents all costs of collection and administration and to apply the remainder of the same on the debt hereby secured.

The Grantor further covenants and agrees that in case of a sale, as hereinabove provided, the Grantor or any person in possession under the Grantor, shall then become and be tenants holding over and shall forthwith deliver possession to the purchaser at such sale, or be summarily dispossessed in accordance with the provisions of law applicable to tenants holding over.

If the indebtedness secured hereby be guaranteed or insured under Title 38, United States Code, such Title and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Title or Regulations are hereby amended to conform thereto.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, the use of any gender shall be applicable to all genders, and the term "Beneficiary" shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

IN WITNESS WHEREOF, the Grantor(s) ha ve hereunto set their hand(s) the day and year herein first written above.

Daniel Martin Storz, Jr.

LESLIE RAINES STORZ

STATE OF MISSISSIPPI,
COUNTY OF DESOTO } ss:

Personally appeared before me John J. Delius, the undersigned Notary Public in and for said County, the within named DANIEL MARTIN STORZ, JR. and LESLIE RAINES STORZ, his wife, who acknowledged that t he y signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and seal this 26th day of September, 1975.

NOTARY PUBLIC

Notary Public

My commission expires: Feb 16, 1976

Recording fee $8.00

T.G.#205342 (John J. Delius)

PPI st aid County, conveyance office on the 2 o'clock day of , 19 . of Chancery. 525215

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 1 o'clock 30 minutes P. M. 2 day of Oct. 1975, and that the same has been recorded in Book 191 Page 435 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 3 day of Oct. 1975.

Fees $5.00 pd.

SEAL H. L. 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 considerations, the receipt and sufficiency of all of which is hereby acknowledged, The Bank of Walls, Branch Office - Tunica County Bank, Walls, Mississippi, does hereby release from the lien of the Deed of Trust given by Everett Sing, also known as H. E. Sing, and wife, Josie L. Sing, to H. R. Garner, Trustee, for the benefit of The Bank of Walls, Branch Office - Tunica County Bank, Walls, Mississippi, which Deed of Trust is dated the 21st day of March, 1973, and recorded in Deed of Trust Book 156, Page 367 of the Trust Deed Records of DeSoto County, Mississippi, in the Office of the Chancery Clerk of said County and State, the following land lying and being situated in DeSoto County, Mississippi, described as follows, to-wit:

> 0.4 Acre portion of the Jesse Branan 8.0 Acres located in the Northwest Quarter of Section 23, Township 1 South, Range 9 West in DeSoto County, Mississippi. Beginning at a point in the centerline of Branan Road at the north line of the Richard Cook 69.84 Acre tract; thence North 85° 17' west along the north line of said Cook tract 190.0 feet; thence northwardly 50.0 feet more or less to the Southwest corner of the Everett Sing 0.7 acre tract; thence North 70° 52' east along the south line of said Sing tract 199.2 feet to the centerline of Branan Road; thence southwardly along the centerline of Branan Road 133.0 feet to the point of beginning.

In all other respects, said Deed of Trust recorded in Deed of Trust Book 156, Page 367, 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 Grantor, this the 30th day of September, 1975.

The Bank of Walls, Branch Office-
Tunica County Bank, Walls, Mississippi

By: Olivia A. Counts

Teller (Title)

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STATE OF MISSISSIPPI
COUNTY OF DESOTO

THIS DAY personally appeared before me, the undersigned authority in and for said County and State, O'Dell A. Sanders, President of the Bank of Walls, Branch Office, Tunica County Bank, Walls, Mississippi, who acknowledged that he executed and delivered the foregoing Partial Release on the date therein mentioned and for the purposes expressed, first being duly authorized so to do.

GIVEN UNDER my hand and official seal this the 30th day of September, 1975.

Notary Public

My Commission Expires:
Oct 3rd 1979

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 4 o'clock
40 minutes P. M. 2 day of Oct. 1975, and that the same has been
recorded in Book 191 Page 439 records of REAL ESTATE TRUST DEEDS
of said County.
Witness my hand and seal this the 3 day of Oct. 1975.
Fees $3.00 pd.
SEAL H. D. Ferguson, CLERK

This instrument prepared by: Vee McCrory

Record and Return to CREDITHRIFT OF AMERICA
4707 Elvis Presley Blvd
Memphis, Tenn 38116

TRUST DEED RELEASE

WHEREAS, By the hereinafter described trust deed___, heretofore recorded in the Register's Office of Desoto County, Tennessee, certain real property was conveyed by the hereinafter named grantor___, to David Gustafson

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
Jackie C. Craddock & wife Margaret A. Craddock	7/1/74	Book 177 Page 392	Lot 1689, Section F, Southaven West Subdivision

NOW, THEREFORE, in consideration of the premises the undersigned Corporation, Juanell LaPointe

as legal owner and holder of the notes secured by said trust deed, acknowledges full payment and satisfaction thereof, and hereby releases and discharges the lien of said trust deed, and to this end quit claims and conveys unto said grantor s, their heirs and assigns all of its right, title, and interest in and to the real estate described in said trust deed, to which reference is made for a particular description of said property.

The undersigned Corporation, covenants with the said grantor s 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 undersigned corporation has caused its name to be hereunto duly signed by its Attorney-in-Fact the day and year first above written.

Juanell LaPointe

Juanell LaPointe
Attorney-in-fact

STATE OF TENNESSEE
Shelby County

Before me, a Notary Public in and for said State and County duly commissioned and qualified, personally appeared Juanell LaPointe with whom I am personally acquainted, and who, upon oath, acknowledges himself to be the Attorney-in-fact of _____ the within named bargainor, a corporation, and that he as such Attorney-in-fact being authorized so to do, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by himself as Attorney-in-fact.

WITNESS my hand and seal at office in Memphis, Tennessee, this 26th day of September, 19 75.

My commission expires MY COMMISSION EXPIRES JUNE 2, 1978 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. 3 day of Oct. 1975, and that the same has been recorded in Book 191 Page 441 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 3 day of Oct. 1975.

Fees $2.50 pd.

SEAL H. D. Ferguson, CLERK

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4057 ORDER TO CLERK TO CANCEL DEED OF TRUST **Class C**

STATE OF MISSISSIPPI, DeSoto County. } ss.

KNOW ALL MEN BY THESE PRESENTS: That The Hernando Bank

of Hernando, Mississippi the beneficiary, does hereby certify that a certain trust deed

bearing date the 5th day of June 19 75, made and executed by Russell L. Stanley

and Joan E. Stanley 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. 186 on page 414

of the Record of Trust Deeds, on the 11th 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. This the 2nd day of October, 19 75.

THE HERNANDO BANK

by: A. S. Ballard, Jr., President

STATE OF MISSISSIPPI, DeSoto County. } ss.

Personally came and appeared before me, the undersigned authority Elois M. Barbee

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 2nd day of October A. D. 19 75

Elois M. Barbee

My Commission Expires Jan. 7, 1978

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 30 minutes A. M. 3 day of Oct. 1975, and that the same has been recorded in Book 191 Page 442 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 3 day of Oct. 1975.

Fees $ 2.50 pd.

SEAL H. L. Ferguson, CLERK

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Assignment of this Instrument Recorded in
Real Estate T.D. Book
No. 196 Page 490
This the 25 day of Feb 19 76
W. E. Davis Clerk

Assignment of this Instrument Recorded in
Real Estate T.D. Book
No. 192 Page 260
This the 23 day of Oct 19 75
W. E. Davis Clerk

DEED OF TRUST

THIS DEED OF TRUST is made this 30th day of September, 1975, among the Grantor, ---RANDALL V. HARRIS and wife, DIANNE L. HARRIS---------- ---------- (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 P.O. Box 918, Jackson, Mississippi 39205-------- (herein "Lender").

BORROWER, in consideration of the indebtedness herein recited and the trust herein created, irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the County of -------DeSoto----------, State of Mississippi;

The land lying and being situated in DeSoto County, Mississippi, more particularly described as follows, to-wit:

Lot 1161, 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.

1106 633
3 day May 1999
W. E. Davis
by D. Starkey D.C.

Instrument Recorded in Real estate T.D. Book No. 446 Page 248
This 4th day of August 19 88
W. E. Davis Clerk
by D. Ingle, D.C.

RECORDED IN BOOK 1100 PAGE 299
THIS 9th DAY OF April, 1999
W. E. DAVIS CHANCERY CLERK
by D. Starkey D.C.

TOGETHER with all the improvements, now or hereafter erected on the property, and all easements, rights, appurtenances, rents (subject however to the rights and authorities given herein to Lender to collect and apply such rents), royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Deed of Trust; and all of the foregoing, together with said property (or the leasehold estate in the event this Deed of Trust is on a leasehold) are herein referred to as the "Property";

TO SECURE to Lender (a) the repayment of the indebtedness evidenced by Borrower's note of even date herewith (herein "Note"), in the principal sum of Forty Thousand Three Hundred Dollars, with interest thereon, providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on October 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.

Sunbelt Bank
Assignment of this Instrument Recorded in
Real estate T.D. Book
No. 670 Page 465
This the 9 day of Nov 19 93
W. E. Davis Clerk
by B. Cleveland

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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.

Randall V. Harris —Borrower

Dianne L. Harris —Borrower

Lot 1161, 2445 Southwick Dr.

Southaven, Miss.
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 -----RANDALL V. HARRIS and wife, DIANNE L. HARRIS------ 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 September, A.D., 1975

My Commission expires:
9-2-79

Mary K. Waller
Notary Public

STATE OF MISSISSIPPI, DeSOTO COUNTY
I certify that the within instrument was

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock 30 minutes A. M. 3 day of Oct. 1975, and that the same has been recorded in Book 191 Page 443 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 3 day of Oct. 1975.

Fees $5.00 pd.

SEAL H. L. Ferguson, CLERK

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DEED OF TRUST
LAND

THIS INDENTURE, this day made and entered into between Jackie C. Craddock and wife Margaret A. Craddock

of the first part, hereinafter designated as the Grantor, Ronald L. Taylor, Attorney at Law,

Manager
CREDITHRIFT of America, Inc. Trustee, of the second part, hereinafter designated as Trustee, and

CREDITHRIFT of America, Inc., of the third part, hereinafter designated as the Beneficiary.

WITNESSETH: That whereas the Grantor is justly indebted to the beneficiary in the full sum of Fourteen Thousand, Six Hundred, One, and 02/100 DOLLARS

($14,601.02) evidenced by 1 promissory note of even date herewith in favor of the beneficiary, including interest at the rate of 7½% per centum per ------- annum after 9/26/75, , providing for the payment of attorney's fees in case of default and being due and payable as follows, to-wit:

35 payments at $306.00
1 payment of $3891.02

These terms include interest charged at the rate of 7½% discount, service fee charged at rate of 1% discount and a monthly maintenance fee of $1.00 per month.

WHEREAS, the said grantor desires to secure the prompt payment at maturity of the aforesaid indebtedness, as well as any extension of the same, or any part thereof, and any other or further indebtedness in the way of future advances hereunder, or otherwise, that the grantor, or either of them, may now or hereafter owe the beneficiary, as hereinafter provided:

NOW, THEREFORE, in consideration of the premises, and the further consideration of Ten Dollars ($10.00) cash in hand paid by the aforesaid trustee, the receipt of which is hereby acknowledged, the grantor does hereby convey and warrant unto the said trustee, the property situated in the county of Desoto.

State of Mississippi, and more particularly described as follows, to-wit:

Lot 1689, Section F, Southaven West Subdivision, in Section 22, Township 1 South, Range 8 West, as per plat thereof recorded in Plat Book 3, pages 29 and 30, in the office of the Chancery Clerk of Desoto County, Mississippi.

TENN-41

CANCELLED BY AUTHORITY RECORDED IN BOOK 209 PAGE 111
THIS 8 DAY OF Mar 1977
H. B. Ingram
CHANCERY CLERK

If default be made in the payment of any installment under the note, the entire sum shall at once become due and payable without notice at the option of the holder of the note.

Failure to exercise this option shall not constitute a waiver of the right to exercise the right in the event of any subsequent default.

Together with all the hereditaments and appurtenances thereunto appertaining, as far as they may now or hereafter, during the term of this deed of trust, belong to or be used in connection with the occupancy of any building on the said land, or that may be hereafter erected thereon, all heating and ventilating apparatus, gas, electric light and other fixtures, whether attached to said premises or detached therefrom.

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary herein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment of interest as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other covenant herein contained, then and in that event the entire principal sum secured hereby with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, or the owner or holder of said note or notes, be and become at once due and payable, and the trustee herein named, or his successor or successors, shall, at the request of the beneficiary, or at the request of any owner or holder of the note or notes secured hereby, sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid. Such sale shall be made by giving notice of the time, place and terms of sale as required by Section 888 of the Mississippi Code of 1942 and amendments if any thereto, and the trustee shall make deed to the purchaser or purchasers. Should the beneficiary, or the owner or holder of the note or notes secured hereby be a corporation, then in such event a declaration of default to the trustee, and a request for sale hereunder, may be made by any officer thereof. If the land covered hereby is situated in two or more counties, or in two judicial districts of the same county, the trustee may sell the whole in any of the counties, or in either of the judicial districts of a county in which any part of the land lies. Out of the proceeds of sale the trustee shall first pay the cost of advertising and making the sale; and secondly, he shall pay whatever items may have been incurred and remain unpaid in the protection of this security; then he shall pay such of the items of indebtedness secured hereby as may be outstanding in the order of their maturity, and any balance remaining in his hands shall be delivered to the grantor, or to his proper representatives, agents or assigns.

It is agreed and understood, by and between the parties hereto that this conveyance is executed and intended to be, and is hereby made subject to the following covenants, stipulations and conditions, all of which shall be binding upon the parties hereto and each of them.

First. In addition to the indebtedness specifically mentioned above, and any and all extensions or renewals of the same, or any part thereof, this conveyance shall also cover such future and additional advances as may be made to the grantor, or either of them, by the beneficiary, not to exceed the sum of $125,000.00, the beneficiary to be the sole judge as to whether or not such future and additional advances shall be made. In addition to all of the above, it is intended that this conveyance shall secure, and it does secure any and all debts, obligations, or liabilities, direct or contingent, of the grantor herein, or either of them, to the beneficiary, whether now existing or hereafter arising at any time before actual cancellation of this instrument on the public records of mortgages and deeds of trust, whether the same be evidenced by note, open account, over-draft, endorsement, guaranty or otherwise.

Second. The grantor will at all times during the continuance of this deed of trust keep the buildings and improvements on said premises insured against loss or damage by fire, storm, war damage and other hazard in such reliable insurance company, or companies, as may be acceptable to the beneficiary, for the maximum amount of insurance obtainable, or in such amount as may be approved by beneficiary, and all policies covering the same shall contain the proper loss payable clause, making all losses, if any, payable to the beneficiary, his successors or assigns, and shall be delivered to the beneficiary herein, or to the owner or holder of the notes secured hereby as additional security. In case of loss and payment by any insurance company, the amount of insurance money so paid shall be applied either on the indebtedness secured hereby, or in rebuilding or restoring the damaged building, or buildings, or it may be released to the grantor, as the beneficiary may elect. In the event of loss the grantor shall immediately give notice by mail to the beneficiary who may make proof of loss if same be not promptly made by the grantor. Each insurance company involved is hereby authorized, empowered and directed to make payment for any loss directly to the beneficiary instead of to the grantor and the beneficiary jointly.

Third. The grantor will pay all taxes and assessments, general or special, which may be assessed against the said land, premises or property, or upon the interest of the trustee or the beneficiary therein, or upon this deed of trust, or the indebtedness secured hereby, without regard to any law heretofore enacted or that may hereafter be enacted imposing payment of the whole or any part thereof upon either the trustee or beneficiary, and further will furnish annually to the beneficiary certificates or receipts of the proper officer showing full payment of all such taxes and assessments.

Fourth. That the rents, issues and profits of all and every part of the property here conveyed are specifically pledged to the payment of the indebtedness hereby secured, and all obligations which may accrue under the terms of this instrument. Upon the maturity of the indebtedness hereby secured, either by lapse of time or by reason of any default as herein provided, or if at any time it becomes necessary to protect the lien of this conveyance, the beneficiary, or any owner, or holder of the notes secured hereby, shall have the right to forthwith enter into and upon the property hereinbefore described and take possession thereof, and collect and apply the rents, issues and profits thereon upon the indebtedness secured hereby, or may, if it is so desired, have a receiver appointed by any court of competent jurisdiction to collect and impound the said rents, issues and profits and after paying the expense of such receivership apply the balance thereof to the payment of any indebtedness secured hereby.

Fifth. The failure on the part of the grantor to keep and perform each, any, and all of the covenants and stipulations of this deed of trust, or the passage by the State of Mississippi of any law imposing payment of the whole or any portion of any of the taxes aforesaid upon the trustee or the beneficiary, or upon the rendering by any court of competent jurisdiction of a decision that the stipulation or provision herein covering the payment of taxes or assessments is legally inoperative, shall give to the beneficiary or to the owner or holder of the notes secured hereby the option to at once declare the entire principal sum hereby secured with all interest and charges thereon, and all other amounts secured hereby at once due and demandable and to have the property advertised and sold by the trustee herein named, or his successor or successors, in accordance with the provisions of this conveyance hereinbefore set out. But in case such default consists in the failure to keep the said property insured or to pay the taxes herein required, the beneficiary, or the owner or holder of the said secured notes, may procure said insurance and pay said taxes and assessments, or redeem the property from tax sale if it has been sold; and any and all sums paid in procuring said insurance or in paying said taxes or assessments or in redeeming said property from tax sale, together with interest thereon at the rate herein stipulated from the date the same shall have been paid, shall be covered by this conveyance and shall be due and demandable on the date of the maturity of the interest installment which may become due under the terms of this instrument next after such additional items of expense are made or incurred. In case the beneficiary or the owner or holder of said secured notes elects to advance insurance premium and/or taxes, the receipt of an agent of the insurance company or companies in which said insurance is placed shall, with respect to such insurance premiums, be conclusive evidence as between the parties to this conveyance of the amount and fact of payment thereof; and the receipt of the proper public official, shall with respect to the taxes and assessments, aforesaid, be conclusive as between the parties to this conveyance of the amount and validity of said taxes or assessments and of the fact of the payment thereof.

Sixth. The beneficiary, or any owner or holder of the note secured hereby, may at pleasure, without giving formal notice to the original or any successor trustee, or to the grantor herein, and without regard to the willingness or inability of any such trustee to act, or to execute this trust, appoint another person or succession of persons to act as trustee herein, and such appointee or substitute shall have all the powers in the execution of this trust as are vested in the trustee herein named. If the beneficiary, or the owner or holder of the note secured hereby, be a corporation, such appointment may be made by its president, vice-president, assistant vice-president, secretary or treasurer.

Seventh. In case of foreclosure and sale of the property covered hereby, the beneficiary, or any owner or holder of the notes secured hereby, shall have the same right to purchase at said sale as if a stranger to this instrument.

Eighth. Grantor covenants that the premises and property covered hereby will at all times be used in a good and husbandlike manner, for lawful purposes only, and that waste will not be committed or suffered to be committed thereon.

Ninth. Whenever in this deed of trust the context so requires, the singular number shall include the plural, and the plural the singular; holder of the note or notes shall be deemed to refer to and include the owner of the debt, and the word beneficiary shall at any and all times include and mean the then holder of the note or notes secured hereby.

IN TESTIMONY WHEREOF, witness the signature of the grantor this the 22nd day of Sept., 1975

Jackie C. Craddock

Margaret A. Craddock

STATE OF Tennessee
COUNTY OF Shelby

This day personally appeared before me, the undersigned authority, in and for the State and County aforesaid, the within named Jackie C. Craddock and wife Margaret A. Craddock who severally acknowledged that they signed and delivered the above and foregoing deed of trust on the day and year therein mentioned.

Given under my hand and official seal, this the 22nd day of September 1975

My Commission Expires: MY COMMISSION EXPIRES JUNE 2, 1979

Joseph L. Clemens 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. 3 day of Oct. 1975, and that the same has been recorded in Book 191 Page 447 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 3 day of Oct. 1975.

Fees $5.00 pd.

SEAL H. H. Jernigan CLERK

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Mississippi

ASSIGNMENT OF
DEED OF TRUST

For valuable consideration the receipt of which is acknowledged, the undersigned does hereby transfer and assign unto the

UNION PLANTERS NATIONAL BANK OF MEMPHIS,

that certain Deed of Trust executed by

JERRY L. CANNON and wife, DIANNE C. CANNON,

to C. B. Henley, Trustee, for the benefit of Bailey Mortgage Company, dated September 15th, 1975, securing a note in the sum of $ 34,200.00 recorded in Book 191.331, Page _____, of the office of the ChanceryClerk of DESOTO, County, Mississippi, together with the indebtedness secured thereby.

IN WITNESS WHEREOF the undersigned has executed this Assignment through its duly authorized officer and has caused its corporate seal to be thereunto affixed on this, the 2nd day of October, 19 75.

BAILEY MORTGAGE COMPANY

William Cook, Vice President

STATE OF MISSISSIPPI

COUNTY OF HINDS.....

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named William Cook, who acknowledged to me that he is Vice President of Bailey Mortgage Company, a Mississippi corporation, and that he signed and delivered the above and foregoing instrument and affixed the corporate seal of said corporation thereto, acting for and in behalf of said corporation, after having been duly authorized so to act.

GIVEN under my hand and official seal, this the 2nd day of October, 19 75.

NOTARY PUBLIC

My Commission Expires Feb. 22, 1978

BMC-14

STC#32573

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 30 minutes A. M. 3 day of Oct 1975, and that the same has been recorded in Book 191 Page 450 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 3 day of Oct. 1975.

Fees $ 2.50 pd.

SEAL H. D. Ferguson, CLERK

Mississippi

ASSIGNMENT OF
DEED OF TRUST

For valuable consideration the receipt of which is acknowledged, the undersigned does hereby transfer and assign unto the

UNION PLANTERS NATIONAL BANK OF MEMPHIS,

that certain Deed of Trust executed by

JOE ALVIN CRANK and wife, GENEVA CRANK,

to C. B. Henley, Trustee, for the benefit of Bailey Mortgage Company, dated September 12, 1975, securing a note in the sum of $ 35,050.00 recorded in Book 191, Page 318, of the office of the ChanceryClerk of DeSoto, County, Mississippi, together with the indebtedness secured thereby.

IN WITNESS WHEREOF the undersigned has executed this Assignment through its duly authorized officer and has caused its corporate seal to be thereunto affixed on this, the 2nd day of October, 19 75.

BAILEY MORTGAGE COMPANY

William Cook, Vice President

STATE OF MISSISSIPPI

COUNTY OF HINDS.....

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named William Cook, who acknowledged to me that he is Vice President of Bailey Mortgage Company, a Mississippi corporation, and that he signed and delivered the above and foregoing instrument and affixed the corporate seal of said corporation thereto, acting for and in behalf of said corporation, after having been duly authorized so to act.

GIVEN under my hand and official seal, this the 2nd day of October, 19 75.

STC#32412

Margaret Jacqueline Moore
NOTARY PUBLIC

My Commission Expires Feb. 22, 1978

BMC-14

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock 30 minutes A. M., 3 day of Oct. 1975, and that the same has been recorded in Book 191 Page 461 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 9 day of Oct. 1975.

Fees $ 2.50 pd.

SEAL W. H. Ferguson, CLERK

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A. W. BOUCHILLON, GRANTOR

TO

REEVES-WILLIAMS, INC., GRANTEE

PARTIAL RELEASE

For and in consideration of Ten Dollars ($10.00) and other goo d and valuable considerations, A. W. Bouchillon does hereby release from the lien of that certain deed of trust given by Reeves-Williams, Inc. to A. W. Bouchillon being dated January 10, 1975 and recorded in Trust Deed Book 182, Page 476 in the office of the Chancery Clerk of DeSoto County, Mississippi the hereafter described land in DeSoto County, Mississippi described as follows, to-wit:

Lot 10, Oak Grove Subdivision in Section 13, Township 3 South Range 8 West as per plat thereof in Plat Book 13, Page 38 in the office of the Chancery Clerk of DeSoto County, Mississippi, said lot being located in the Town of Hernando.

The lien on the remaining land which has not been previously released remains in full force and effect.

The Chancery Clerk of DeSoto County, Mississippi is hereby requested and authorized to record this release and to make any and all marginal notations to fully perfect the same.

Witness the siganture this the 3rd day of October, 1975.

A. W. Bouchillon
GRANTOR

STATE OF MISSISSIPPI

COUNTY OF DESOTO

This day personally appeared before me, the undersigned authority in and for said/county and state, the within named A. W. Bouchillon who acknowledged that he signed and delivered the above and foregoing Partial Release on the day and date therein mentioned as his free and voluntary act and deed and for the purposes therein expressed.

Given under my hand and official seal of office this the 3rd day of October, 1975.

Rebecca Lilly
Notary Public

NOTARY PUBLIC COUNTY

My Commission Expires:

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock
30 minutes A. M. 3 day of Sept. 1975, and that the same has been
recorded in Book 191 Page 452 records of REAL ESTATE TRUST DEEDS
of said County.
Witness my hand and seal this the 3 day of Oct. 1975.

Fees $2.50 pd.

SEAL H. L. Ferguson, CLERK

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SATISFACTION, RELEASE AND DISCHARGE

KNOW ALL MEN BY THESE PRESENTS, That Evans Products Company, a Delaware corporation, is the present owner and holder of the Deed of Trust executed by GEORGE H. BURROWS and RAMONA S. BURROWS, his wife dated December 12,1973 to Chicago Title & Trust Co., as Trustee, which Deed of Trust was filed and entered of record in Book 170--page 191 -- Chancery Clerk's office in the County of DeSoto and State of Mississippi on the 17th day of January, 19 74;

That such Deed of Trust is with the indebtedness thereby secured fully paid, satisfied and discharged;

That this Satisfaction, Release and Discharge shall be filed of record as provided by law and shall discharge the said Deed of Trust in full;

That the recorder of this instrument in said County and State is hereby authorized, directed, and empowered to mark the records in his office that said Deed of Trust has been fully discharged and satisfied of record; and

That the undersigned corporation as owner and holder of such Deed of Trust is authorized to execute this Satisfaction, Release and Discharge.

IN WITNESS WHEREOF, Evans Products Company, a Delaware corporation, has caused these presents to be executed in its corporate name by its Executive Vice President and its corporate seal to be affixed hereunto this 26 day of September, 19 75.

Signed and Sealed in the Presence of:

Geraldine A. Clancy

Jane L. Hubbs

EVANS PRODUCTS COMPANY

By: Hillard Madway
Executive Vice President

CORPORATE SEAL

STATE OF PENNSYLVANIA:
ss:
COUNTY OF MONTGOMERY :

On this 26 day of September, 1975, before me a Notary Public within and for said County and State, personally appeared Hillard Madway, to me personally known, who being by me duly sworn, did say that he is the Executive Vice President of the corporation named in the foregoing instrument; that the seal affixed to said instrument is the corporate seal of said corporation; that the said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors; and said Hillard Madway acknowledged said instrument to be the free act and deed of EVANS PRODUCTS COMPANY, the corporation named herein.

GERALD WEINBERG, NOTARY PUBLIC
[illegible] MONTGOMERY COUNTY

Gerald Weinberg (SEAL)
Gerald Weinberg, Notary Public
My Commission Expires: [illegible]

THIS INSTRUMENT WAS PREPARED BY ALBERT P. PHELAN, ESQUIRE, One Plymouth Meeting, Suite 619, Plymouth Meeting, Pennsylvania 19462.

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 30 minutes A. M. 3 day of Oct. 1975, and that the same has been recorded in Book 191 Page 453 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 3 day of Oct. 1975.

Fees $ 2.50 pd.

SEAL H. L. Ferguson, CLERK

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THE HERNANDO BANK, GRANTOR

TO

REEVES-WILLIAMS, INC., GRANTEE

PARTIAL RELEASE

For and in consideration of Ten Dollars ($10.00) and other good and valuable considerations, The Hernando Bank does hereby release from the lien of that certain deed of trust given by Reeves-Williams, Inc. to The Hernando Bank being dated June 24, 1975 and recorded in Trust Deed Book 187, page 221 and Deed of Trust dated January 10, 1975 and recorded in Trust Deed Book 182, page 475 in the office of the Chancery Clerk of DeSoto County, Mississippi the hereafter described land in DeSoto County, Mississippi described as follows, to-wit:

Lot 10, Oak Grove Subdivision in Section 13, Township 3 South, Range 8 West as per plat thereof in Plat Book 13, Page 38 in the office of the Chancery Clerk of DeSoto County, Mississippi, said lot being located in the Town of Hernando.

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 authority to record this release and to make any and all marginal notations to fully perfect the same.

Witness the signature this the 3rd day of October, 1975.

THE HERNANDO BANK

By _____

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 _____, who acknowledged that he signed for and on behalf of The Hernando Bank the above and foregoing Partial Release 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 3rd day of October, 1975.

_____
Notary Public

My Commission Expires:
My Commission Expires Jan. 7, 1978

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 1 o'clock 30 minutes P. M. 3 day of Oct. 1975, and that the same has been recorded in Book 191 Page 454 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 3 day of Oct. 1975.

Fees $2.50 pd.

SEAL H. P. Ferguson, CLERK

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CANCELLED BY AUTHORITY, RECORDED IN BOOK 92Le PAGE 181,
THIS 8 DAY OF Aug, 1992.
W.E. Davis
CHANCERY CLERK
Barbara Davis D.C.

Assignment of this Instrument Recorded in Real Estate TD Book No. 190 Page 263
This the 23 day of Sept 19 25
B.D.T. [illegible] Clerk

VA Form 26-6321 (Home Loan) Revised December 1963. Use Optional. Section 1810, Title 38, U.S.C. Acceptable to Federal National Mortgage Association.

MISSISSIPPI

DEED OF TRUST

THIS DEED OF TRUST, made and entered into this 29th day of August, 1975, by and between

William Henry Roop, Sr. and wife, Norma B. Roop

, hereinafter called the Grantor;

Wilson P. Barton, Jr. & Jack O. Tackett, hereinafter called the Trustee, and

Boyle Mortgage Company

and existing under the laws of Tennessee, a corporation organized and existing under the laws of Tennessee, having its principal office and post-office address at 5900 Poplar Avenue, Memphis, Tennessee, hereinafter called the Beneficiary:

WITNESSETH, That the Grantor, in consideration of the debt and trust hereinafter mentioned, and the sum of One Dollar ($1.00) to the Grantor paid by the Trustee, the receipt whereof is hereby acknowledged, does by these presents grant, bargain, sell, convey, and warrant unto the Trustee, the following-described property, situated in the County of DeSoto, State of Mississippi, to wit:

Commencing at the Northwest corner of Section 27, Township 3 South, Range 7 West, DeSoto County, Mississippi; run thence south 5° 17' East along the West line of said section a distance of 759.30 feet to the True Point of beginning; thence run north 80° 04' East a distance of 265.55 feet to an iron pin; thence run South 2° 25' west a distance of 310.51 feet to an iron pin; thence run north 78° 40' 41" west a distance of 230.35 feet to an iron pin; thence run north 5° 17' west a distance of 220.01 feet to the true point of beginning and containing 1.48 acres.

together with all buildings and improvements thereon or that may hereafter be erected thereon and the hereditaments and appurtenances and all other rights thereunto belonging, or in anywise now or hereafter appertaining, and the reversion and reversions, remainder or remainders, rents, issues, and profits thereof, and all rights of homestead, and all fixtures now or hereafter attached to or used in connection with the premises herein described and in addition thereto the following described household appliances, which are, and shall be deemed to be, fixtures and a part of the realty, and are a portion of the security of the indebtedness herein mentioned;

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To Have and to Hold the same unto the Trustee and unto his successors and assigns, forever.

In Trust, However, to secure to the Beneficiary named above, the payment of a certain promissory note of even date herewith in the principal sum of Twenty-eight thousand two hundred ten Dollars ($ 28,210.00), with interest from date at the rate of eight & one-half per centum (8 1/2%) w/ta per annum on the balance remaining from time to time unpaid; principal and interest being payable at the office 18R of Boyle Mortgage Company 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 sixteen &93/100 Dollars ($ 216.93), 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 Beneficiaries option as trustee, shall be refunded to Grantor. If, however, such monthly payments shall not be sufficient to pay such items when the same shall become due and payable, then the Grantor shall pay to the Beneficiary as trustee any amount necessary to make up the deficiency. Such payments shall be made within thirty (30) days after written notice from the Beneficiary stating the amount of the deficiency, which notice may be given by mail. If at any time the Grantor shall tender to the Beneficiary, in accordance with the provisions thereof, the full payment of the entire indebtedness represented thereby, the Beneficiary shall as trustee, in computing the amount of such indebtedness, credit to the account of the Grantor any credit balance remaining under the provisions of (a) of paragraph 2 hereof. If there shall be a default under any of the provisions of this Deed of Trust resulting in a public sale of the premises covered hereby or if the Beneficiary acquires the property otherwise after default, the Beneficiary shall apply,

as trustee at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the amount then remaining to credit of Grantor under (a) of paragraph 2 preceding, as a credit on the interest accrued and unpaid and the balance to the principal then remaining unpaid on the note secured hereby.

4. The lien of this instrument shall remain in full force and effect during any postponement or extension of the time of payment of the indebtedness or any part thereof secured hereby.

5. He will pay all and singular the costs, charges and expenses, including reasonable attorney's fees incurred by Beneficiary because of the failure on the part of the Grantor to conform and comply with his obligations and duties under the term of the note secured hereby and of this Deed of Trust; and if such failure results in a sale under a foreclosure hereof, said fee shall be Ten per centum (10 %) of the total indebtedness as of the date of sale.

6. Upon the request of the Beneficiary the Grantor shall execute and deliver a supplemental note or notes for the sum or sums advanced by the Beneficiary for the alteration, modernization, improvement, maintenance, or repair of said premises, for taxes or assessments against the same and for any other purpose authorized hereunder. Said note or notes shall be secured hereby on a parity with and as fully as if the advance evidenced thereby were included in the note first described above. Said supplemental note or notes shall bear interest at the rate provided for in the principal indebtedness and shall be payable in approximately equal monthly payments for such period as may be agreed upon by the creditor and debtor. Failing to agree on the maturity, the whole of the sum or sums so advanced shall be due and payable thirty (30) days after demand by the creditor. In no event shall the maturity extend beyond the ultimate maturity of the note first described above.

7. He will not commit, permit, or suffer waste, impairment, or deterioration of said property or any part thereof, and in the event of the failure of the Grantor to keep the buildings and other improvements now or hereafter on said premises in good repair, the Beneficiary may make such repairs as may reasonably be deemed necessary for the proper preservation thereof, and the sums so paid shall bear interest from date at the rate provided for in the principal indebtedness, shall be payable thirty (30) days after demand, and shall be fully secured by this Deed of Trust.

8. He will continuously maintain hazard insurance, of such type or types and amounts as Beneficiary may from time to time require, on the improvements now or hereafter on said premises, and except when payment for all such premiums has theretofore been made under (a) of paragraph 2 hereof, he will pay promptly when due any premiums therefor. All insurance shall be carried in companies approved by the Beneficiary and the policies and renewals thereof shall be held by the Beneficiary and have attached thereto loss payable clauses in favor of and in form acceptable to the Beneficiary. In event of loss the Grantor will give immediate notice by mail to the Beneficiary, who may make proof of loss if not made promptly by the Grantor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Beneficiary instead of to the Grantor and the Beneficiary jointly, and the insurance proceeds, or any part thereof, may be applied by the Beneficiary at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this Deed of Trust, or other transfer of title to the said premises in extinguishment of the indebtedness secured hereby, all right, title, and interest of the Grantor in and to any insurance policies then in force shall pass to the purchaser or grantee.

9. He will pay all taxes, assessments, water rates, and other governmental or municipal charges, fines, or impositions, except when payment for all such items has theretofore been made under (a) of paragraph 2 hereof, and shall promptly deliver the official receipts therefor to the Beneficiary; and in default of such payment by the Grantor, the Beneficiary may pay the same, and any amount so paid by the Beneficiary shall then be added to the principal debt named herein and shall be secured hereby.

If the Grantor shall well and truly keep and perform all the covenants and agreements in this Deed of Trust, and in the note hereby secured and well and truly pay off and discharge the said note and other indebtedness secured hereby, then this conveyance shall be null and void, but otherwise shall remain in full force and effect and at the request of the Beneficiary, the said Trustee, or any successor appointed in his stead, shall sell the premises covered hereby at public auction for cash to the highest and best bidder, during legal hours, at any front door of the county courthouse of DeSoto County, State of Mississippi, after giving notice, by advertising and posting as required by law, of the time, place, and terms of sale, and out of the proceeds arising from such sale, the said Trustee, or any successor, shall first pay all the costs and expenses of executing this Trust, including a reasonable compensation of said Trustee; next, said Trustee shall pay the balance of the indebtedness hereby secured then remaining unpaid; next, said Trustee shall reimburse the Veterans Administration for any sums paid by it on account of the guaranty or insurance of the indebtedness secured hereby; and lastly, any balance remaining in the hands of said Trustee shall be paid to the Grantor. The Beneficiary, or any subsequent holder of the note is hereby authorized and empowered to appoint and substitute another Trustee in the place of the Trustee named herein, at any time, by writing, duly signed and acknowledged and recorded in the county or counties where the premises covered hereby are situate, and such appointee shall have full power as the Trustee herein, together with all the rights and privileges thereunto belonging. If the holder of the note is a corporation, its president or any vice president may select and appoint such substituted Trustee. No one exercise of this power of appointment, power of sale, or any other power or right given in this Deed of Trust shall exhaust the right to exercise such power, but all rights and powers herein given may be exercised as often as may be necessary to achieve the perfect security and the collection of the indebtedness secured by this Deed of Trust until said indebtedness is fully paid and discharged. At any sale made to enforce the Trust herein given, the Beneficiary, or any person in interest, may become a purchaser, and upon payment of the purchase price, the Trustee shall execute a deed of conveyance, which conveyance shall vest full and perfect title in such purchaser upon payment of the purchase price.

The Grantor hereby assigns to the Beneficiary any and all rents on the premises covered hereby and authorizes the Beneficiary, by its agent, to take possession of said premises at any time there is any default in the

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payment of the debt hereby secured or in the performance of any obligation herein contained, and rent the same for the account of the Grantor, and to deduct from such rents all costs of collection and administration and to apply the remainder of the same on the debt hereby secured.

The Grantor further covenants and agrees that in case of a sale, as hereinabove provided, the Grantor or any person in possession under the Grantor, shall then become and be tenants holding over and shall forthwith deliver possession to the purchaser at such sale, or be summarily dispossessed in accordance with the provisions of law applicable to tenants holding over.

If the indebtedness secured hereby be guaranteed or insured under Title 38, United States Code, such Title and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Title or Regulations are hereby amended to conform thereto.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, the use of any gender shall be applicable to all genders, and the term "Beneficiary" shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

In Witness Whereof, the Grantor(s) have hereunto set their hand(s) the day and year herein first written above.

This deed of trust is being re-recorded for the purposes of initialing corrections.

William Henry Roop Sr.
William Henry Roop, Sr.

Norma B. Roop
Norma B. Roop

STATE OF MISSISSIPPI,
COUNTY OF DeSoto } ss:

Personally appeared before me a notary public, the undersigned authority in and for said County, the within named William Henry Roop, Sr. and Norma B. Roop, 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 29th day of August, 1975.

Barbara T. Crawford
Notary Public

My commission expires:
NOTARY PUBLIC

DESOTO TITLE CO., INC.
P. O. Box 467
Hernando, Miss. 38632

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 3 o'clock 20 minutes P. M. 3 day of Oct. 1975, and that the same has been recorded in Book 141 Page 455 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 6 day of Oct. 1975.
Fees 5.00
H. H. Ferguson, CLERK

CANCELLED BY AUTHORITY, RECORDED IN BOOK 795 PAGE 710 THIS 20 DAY OF Nov 19 95

W. E. Davis
Chancery Clerk
by B Cleveland d.c.

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DEED OF TRUST

THIS DEED OF TRUST is made this 1st day of OCTOBER, 19 75, among the Grantor, H. R. GARNER and wife, LOTTIE H. GARNER, (a/k/a Lottie Holcomb Garner), (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 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 Court Clerk of DeSoto County, Mississippi.

Assignment of this Instrument Recorded in Real Est T/D No. 335 Book Page 740 This the 3 day of April 1985
W. E. Ferguson D.C.

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 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 October 1, 2000; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Deed of Trust; and the performance of the covenants and agreements of Borrower herein contained; and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances").

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any easements and restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

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UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any Future Advances secured by this Deed of Trust.

2. Funds for Taxes and Insurance. Subject to Lender's option under paragraphs 4 and 5 hereof, Borrower shall pay to Lender on the day monthly installments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments which may attain priority over this Deed of Trust, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender shall make no charge for so holding and applying the Funds or verifying and compiling said assessments and bills. Borrower and Lender may agree in writing at the time of execution of this Deed of Trust that interest on the Funds shall be paid to Borrower, and unless such agreement is made, Lender shall not be required to pay Borrower any interest on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Deed of Trust.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency within thirty days after notice from Lender to Borrower requesting payment thereof.

Upon payment in full of all sums secured by this Deed of Trust, Lender shall promptly refund to Borrower any Funds held by Lender.

If under paragraph 18 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Deed of Trust.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note and on Future Advances, if any, and then to the principal of the Note and to the principal of Future Advances, if any.

4. Charges; Liens. Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Deed of Trust, and ground rents, if any, at Lender's option in the manner provided under Paragraph 2 hereof or by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the event Borrower shall make payment directly, Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Deed of Trust; provided, that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall in good faith contest such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require; provided, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Deed of Trust.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid at Lender's option in the manner provided under paragraph 2 hereof or by Borrower making payment, when due, directly to the insurance carrier.

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender, and Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Deed of Trust is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Deed of Trust would be impaired, the insurance proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower or if Borrower fails to respond to Lender within 30 days after notice by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

If under paragraph 18 hereof the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof (to the extent of the sums secured by this Deed of Trust immediately prior to such sale or acquisition) resulting from damage to the Property prior to the sale or acquisition shall pass to Lender.

6. Preservation and Maintenance of Property; Leaseholds; Condominiums. Borrower shall keep the Property in good repair and shall not permit or commit waste, impairment, or deterioration of the Property and shall comply with the provisions of any lease, if this Deed of Trust is on a leasehold. If this Deed of Trust is on a condominium unit, Borrower shall perform all of Borrower's obligations under the declaration of condominium or master deed, the by-laws and regulations of the condominium project and constituent documents.

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs. Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, shall become additional indebtedness of Borrower secured by this Deed of Trust. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate stated in the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible by applicable law. Nothing contained in this paragraph 7 shall require Lender to incur any expense or do any act hereunder.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Deed of Trust such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Deed of Trust immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to Borrower.

If the Property is abandoned by Borrower or if after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days of the date of such notice, Lender is authorized to collect and apply the proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

10. Borrower Not Released. Extension of the time for payment or modification of amortization of the sums secured by this Deed of Trust granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Deed of Trust by reason of any demand made by the original Borrower and Borrower's successors in interest.

11. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any right or remedy hereunder. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Deed of Trust.

12. Remedies Cumulative. All remedies provided in this Deed of Trust are distinct and cumulative to any other right or remedy under this Deed of Trust or afforded by law or equity, and may be exercised concurrently, independently or successively.

13. Successors and Assigns Bound; Joint and Several Liability; Captions. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Deed of Trust are for convenience only and are not to be used to interpret or define the provisions hereof.

14. Notice. Any notice to Borrower provided for in this Deed of Trust shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address stated below, except for any notice required under paragraph 18 hereof to be given to Borrower in the manner prescribed by applicable law. Any notice provided for in this Deed of Trust shall be deemed to have been given to Borrower when given in the manner designated herein.

15. Uniform Deed of Trust; Governing Law; Severability. This form of deed of trust combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. This Deed of Trust shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Deed of Trust or the Note conflicts with applicable law, such conflicts shall not affect other provisions of this Deed of Trust or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Deed of Trust and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be furnished a conformed copy of this Deed of Trust at the time of execution or after recordation hereof.

17. Transfer of the Property; Assumption. If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Deed of Trust, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Lender may, at Lender's option, declare all the sums secured by this Deed of Trust to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale or transfer, Lender and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sums secured by this Deed of Trust shall be at such rate as Lender shall request. If Lender has waived the option to accelerate provided in this paragraph 17 and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Deed of Trust and the Note.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 14 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the

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expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 18 hereof.

Non-Uniform Covenants. Borrower and Lender further covenant and agree as follows:

18. Acceleration; Remedies. Except as provided in paragraph 17 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Deed of Trust, including the covenants to pay when due any sums secured by this Deed of Trust, Lender prior to acceleration shall mail notice to Borrower as provided in paragraph 14 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Deed of Trust and sale of the Property. If the breach is not cured on or before the date specified in the notice, Lender at Lender's option may declare all of the sums secured by this Deed of Trust to be immediately due and payable without further demand, and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable attorney's fees.

If Lender invokes the power of sale, Lender shall send to Borrower, in the manner provided in paragraph 14 hereof, notice of Lender's election to sell the Property. Trustee shall give notice of sale by public advertisement for the time and in the manner prescribed by applicable law. Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder for cash at such time and place in DeSoto County as Trustee designates in the notice of sale in one or more parcels and in such order as Trustee may determine. Lender or Lender's designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property so sold without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all costs and expenses of the sale, including, but not limited to, reasonable Trustee's and attorney's fees and costs of title evidence; (b) to all sums secured by this Deed of Trust; and (c) the excess, if any, to the person or persons legally entitled thereto.

19. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Deed of Trust, Borrower shall have the right to have any proceedings begun by Lender to enforce this Deed of Trust discontinued at any time prior to sale of the Property pursuant to the power of sale contained in this Deed of Trust or at any time prior to entry of a judgment enforcing this Deed of Trust if: (a) Borrower pays Lender all sums which would be then due under this Deed of Trust, the Note and notes securing Future Advances, if any, had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Deed of Trust; (c) Borrower pays all reasonable expenses incurred by Lender and Trustee in enforcing the covenants and agreements of Borrower contained in this Deed of Trust and in enforcing Lender's and Trustee's remedies as provided in paragraph 18 hereof, including reasonable attorney's fees; and (d) Borrower takes such action as Lender may reasonable require to assure that the lien of this Deed of Trust, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Deed of Trust shall continue unimpaired. Upon such payment and cure by Borrower, this Deed of Trust and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

20. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 18 hereof or abandonment of the Property, Lender, in person, by agent or by judicially appointed receiver shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the Receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Deed of Trust. Lender and the receiver shall be liable to account only for those rents actually received.

21. Future Advances. Upon request of Borrower, Lender, at Lender's option prior to release of this Deed of Trust, may make Future Advances to Borrower. Such Future Advances, with interest thereon, shall be secured by this Deed of Trust when evidenced by promissory notes stating that said notes are secured hereby.

22. Release. Upon payment of all sums secured by this Deed of Trust, Lender or Trustee shall cancel this Deed of Trust without charge to Borrower. If Trustee is requested to cancel this Deed of Trust, all notes evidencing indebtedness secured by this Deed of Trust shall be surrendered to Trustee.

23. Substitute Trustee. Lender at Lender's option may from time to time remove Trustee and appoint a successor Trustee to any Trustee appointed hereunder by instrument recorded in the county in which this Deed of Trust is recorded. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon the Trustee herein and by applicable law.

In Witness Whereof, Borrower has executed this Deed of Trust.

H. R. Garner
H. R. GARNER —Borrower

Lottie H. Garner
LOTTIE H. GARNER —Borrower

1386 Stateline Road

Lot 81, Stateline Road
Southaven, MS
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 H. GARNER, who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and seal of office, on this the 2nd day of OCTOBER, A.D., 19 75.

My Commission expires: 4-3-79

Notary Public

My Commission Expires April 3, 1979

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 4 o'clock
minutes P. M. this 6 day of Oct. 1975, and that the same has been
recorded in Book 111 Page 459 of the records of REAL ESTATE TRUST DEEDS
of said County.
Witness my hand and seal of office the 6 day of Oct. 1975.
H. L. Ferguson, CLERK

5.00

CANCELLED BY AUTHORITY RECORDED IN BOOK
248 PAGE 46
THIS 27 DAY OF Aug. 1979
H. G. Ferguson
CHANCERY CLERK

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DEED OF TRUST

THIS DEED OF TRUST is made this 1st day of OCTOBER, 19 75, among the Grantor, RALPH HAYS, JR. and wife, SUE ELLEN HAYS, (herein "Borrower"), Joe M. Hudspeth, (herein "Trustee"), and the Beneficiary, NORTH MISSISSIPPI SAVINGS & LOAN ASSOCIATION, a corporation organized and existing under the laws of The State of Mississippi, whose address is Horn Lake, Mississippi, (herein "Lender").

BORROWER, in consideration of the indebtedness herein recited and the trust herein created, irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the County of DeSoto, State of Mississippi:

Lot 5, Section D, Jeffries Hill Subdivision as shown by the Plat recorded in Plat Book 8, page 46 in the office of the Chancery Clerk of said County in Section 4, Township 2, Range 8.

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 October 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.

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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.

Ralph Hays Jr
RALPH HAYS, JR. —Borrower

Sue Ellen Hays
SUE ELLEN HAYS —Borrower

Lot 5, Jeffries Hill Subd.

Horn Lake, MS 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 RALPH HAYS, JR. and wife, SUE ELLEN HAYS, 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 OCTOBER, A.D., 19 75.

My Commission expires: 3-24-79

Sarah Bethune
Notary Public

WALKER, FRANKS, RONE, BRIDGFORTH & WOODS, LTD.

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STATE OF MISSISSIPPI, DeSOTO COUNTY
I certify that the within instrument was
filed for record at 3 o'clock and
no minutes P. M. 3

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 3 o'clock
no minutes P. M. 3 day of Oct. 1975, and that the same has been
recorded in Book 191 Page 463 records of REAL ESTATE TRUST DEEDS
of said County.
Witness my hand and seal this the 6 day of Oct. 1975.

Fees $5.00

H. L. Ferguson, CLERK

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CANCELLED BY AUTHORITY RECORDED IN BOOK
194 PAGE 463
THIS 23 DAY OF Dec 19 25
H.D. Ferguson
CHANCERY CLERK

DEED OF TRUST

FOR VALUE RECEIVED, the undersigned NORTHWEST BUILDERS, INC., a Mississippi Corporation hereinafter designated "Grantor," conveys and warrants to C. B. Henley as Trustee, the following described property, located in DeSoto County, Mississippi, to-wit:

Lot 626, Section D, Twin Lakes Subdivision, situated in Section 6, Township 2 South, Range 8 West, DeSoto County, Mississippi, according to amap 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:

($12,159.00) Twelve Thousand One Hundred Fifty-Nine & no/100 Dollars due on or before six (6) months from date with interest due and payable monthly until all principal and interest is paid in full,

as provided in Promissory Note of even date
bearing interest at the rate of ~~xxxxxxxxxx~~ percent per annum from date, together with attorney's fees as therein provided.

(B) Also to secure any other indebtedness heretofore, now or hereafter contracted with the Beneficiary by the Grantor or Grantors herein, or either of them, whether such other indebtedness be evidenced by note, open account, overdraft, or any other manner whatsoever, including also any indebtedness of any Grantor made individually or as joint maker, surety, endorser, or guarantor.

(C) Also to secure the payment of any sum which may be expended by the Beneficiary or any owner or holder of the indebtedness secured hereby for taxes, insurance, and other items in the protection of this security. Such payments shall be at the option of the Beneficiary or any holder of the afore-described indebtedness and shall bear interest at the rate of eight percent per annum from date and be payable on demand.

(D) Also to secure any renewal, reamortization or extension of all or any part of any of the above-described indebtedness; and further to secure the performance and fulfillment of all the obligations, agreements and covenants of this trust and contract.

II. The Grantor or Grantors covenant, agree, and bind themselves, as follows: (1) To promptly fulfill and comply with all of the terms and conditions expressed and provided for in the note or notes secured hereby; (2) To pay all indebtedness secured hereby promptly when due and payable; (3) To carry, with usual loss payable clause, such as fire, tornado and other insurance on the property covered hereby as may be required by the Beneficiary or any holder of the afore-described indebtedness, and all such insurance policies shall be deposited with the Beneficiary; (4) To pay all taxes upon said property; (5) To keep said property free of all other liens and not to use it for any illegal purpose; (6) To keep the improvements thereon in reasonable repair and not permit waste of said property; and (7) Not to sell or dispose of any of the property covered by this Deed of Trust before all the indebtedness secured hereby is fully paid.

III. All payments made, as well as the proceeds of all property described in this Deed of Trust and all collaterals held by said Beneficiary or the holder of the indebtedness secured by this Deed of Trust, whether such collaterals are placed to secure the indebtedness herein set forth or any other indebtedness to said Beneficiary or the holder of the indebtedness described in this Deed of Trust, as well as the proceeds of same, may be applied by the Beneficiary or the holder of the indebtedness secured by this Deed of Trust as they deem to their best interest and at their election.

IV. Should the Grantor or Grantors pay all indebtedness of every nature secured hereby and keep and perform all covenants herein undertaken, then this Deed of Trust shall be void.

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V. If said Grantor or Grantors shall make default in the payment of the note or notes or any installment thereon or any other indebtedness secured hereby when due and payable, or if Grantor or Grantors shall violate or breach any covenant herein contained, or if any Grantor shall have made any untrue statement in reference to the property conveyed herein as security, then, in either event, the entire indebtedness secured hereby shall, at the option of the Beneficiary or the owner or holder of said indebtedness become due and payable for the purpose of suit and/or foreclosure; and the Trustee herein named or his successor or successors shall, at the request of the Beneficiary acting by and through any officer; or of any owner of the indebtedness secured hereby, take possession of said property and sell the same or a sufficiency thereof to pay said indebtedness. Said sale shall be for cash to the highest bidder and as to real property shall be in accordance with Section 888 and amendments thereto of the Mississippi Code of 1942; and as to personal property shall be at such time, place and upon such notice as is required by law for the sheriff's sale of like property made under execution; and in case said land is situated in more than one county, the sale may be made in either county at the Trustee's discretion but shall be advertised in all counties where situated; and in case of personal property, it shall not be necessary that the Trustee actually have such property on hand at the place of sale. Out of the proceeds of the sale, the Trustee shall pay all indebtedness of every kind secured by this Deed of Trust, including a reasonable trustee's fee and the expenses of executing this trust.

VI. The Beneficiary or any holder of the indebtedness secured hereby may, at pleasure, appoint another person or succession of persons to act as Trustee herein, and such appointee or substitute shall have all such powers in the execution of this trust as are vested in the Trustee herein named. Such appointment by the Beneficiary may be made by any officer thereof.

VII. If, at any time, said Trustee, his successor, or successors, shall believe that the property covered by this instrument or any part thereof is endangered as security for the indebtedness secured hereby, he may take possession of such property and sell the same and apply the proceeds all as hereinbefore provided in case of default in payment of said indebtedness or any part thereof, or he may hold the same until the maturity of the indebtedness secured hereby; and in the event he should hold the same or any part thereof, all of the expenses of so doing which may be furnished by the Beneficiary shall bear interest at the rate of eight percent per annum and be secured by this instrument.

VIII. Whenever in this Deed of Trust, the context so requires, the singular number shall include the plural and the plural, the singular.

IX. In case of foreclosure and sale of the property herein conveyed, the Beneficiary or any owner or holder of the notes secured hereby shall have the same right to purchase at said sale as if a stranger to this instrument.

Witness the signature of the Grantor , this 3rd day of October 19 75

NORTHWEST BUILDERS, INC.

ATTEST:

By: Bobby S. Jones

Bobby S. Jones, President

Bob Gray, Vice President

SEAL

STATE OF MISSISSIPPI,)

COUNTY OF DESOTO)

Personally appeared before me, the undersigned authority in and for said County and State, the within-named Bob Gray and Bobby S. Jones as Vice President and President, respectively, for and on behalf of and by authority of NORTHWEST BUILDERS, INC.,

who acknowledged that they signed and delivered the foregoing trust deed on the day and year therein mentioned.

Given under my hand and official seal this 3rd day of October 19 75

Notary Public

My Commission Expires Feb. 19, 1976

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 9 o'clock 45 minutes A. M. 6 day of Oct. 1975, and that the same has been recorded in Book 191 Page 467 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 6 day of Oct. 1975.

Fees $3.00 pd.

SEAL H. L. Ferguson, CLERK

D. C.

of said Trust

P. M.

19 75

day

Assignment of this Instrument Recorded in Real Estate T D Book No. 196 Page 652 This the 2 day of Nov 19 76
W. E. Davis Clerk

Assignment of this Instrument Recorded in Real Estate T D Book No. 192 Page 258 This the 23 day of Oct 19 75
W. E. Davis Clerk

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STATE OF MISSISSIPPI
FHA FORM NO. 2175m
Revised January 1971

DEED OF TRUST

This form is used in connection with deeds of trust insured under the one- to four-family provisions of the National Housing Act.

THIS DEED OF TRUST, made and entered into this 1st day of October, 1975, by and between HERSHEL K. KULL and wife, SUELLEN KULL,

G. L. OATES, hereinafter called the Grantor;
, 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 290, 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.

The funds derived from the indebtedness secured by this Deed of Trust have been used entirely to pay all or a part of the purchase price of the above described property.

TO HAVE AND TO HOLD the same unto the Trustee and unto his successors and assigns, forever.

IN TRUST, HOWEVER, to secure to Wortman & Mann, Inc., a corporation organized and existing under the laws of the State of Mississippi, the payment of a certain promissory note of even date herewith in the principal sum of Thirty Thousand Four Hundred Fifty and No/100********** Dollars ($ 30,450.00), with interest from date at the rate of seven & three-fourths per centum (7-3/4 %) per annum on the balance remaining from time to time unpaid; principal and interest being payable at the office of 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 Eighteen and 33/100********** Dollars ($ 218.33), commencing on the first day of December, 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 November, 2005.

The Grantor, in order more fully to protect the security of this Deed of Trust, does hereby covenant and agree as follows:

1. That he will pay all and singular the principal and interest and other sums of money payable by virtue of the note secured hereby and of this lien, at the times and in the manner in said note and hereinafter provided. Privilege is reserved to pay the debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due on the note, on the first day of any month prior to maturity; provided, however, that written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment; and provided further that in the event the debt is paid in full prior to maturity and at that time it is insured under the provisions of the National Housing Act, he will pay to the Beneficiary an adjusted premium charge of one percentum (1%) of the original principal amount thereof, except that in no event shall the adjusted premium exceed the aggregate amount of premium charges which would have been payable if this Deed of Trust and the note secured hereby had continued to be insured until maturity; such payment to be applied by the Beneficiary upon its obligation to the Secretary of Housing and Urban Development on account of mortgage insurance.

Assignment of this Instrument Recorded in Real Estate T/D Book No. 501 Page 432 This the 13th day of March 19 90
W. E. Davis Clerk
by D. Taylor, D.C.

Trustmark National Bank Assignment of this Instrument Recorded in Real Estate T/D Book No. 454 Page 240 This the 8 day of Nov 19 85
W E Davis by Noble DC

Appointment of Successor Trustee of this instrument Recorded in Real Estate T/D Book No. 229 Page 685 This 22 day of Aug. 19 78
W. D. Ferguson Clerk

CANCELLED BY AUTHORITY RECORDED IN BOOK 469 PAGE 331 THIS 3 DAY OF Nov. 19 93
W. E. Davis by Graham DC

Assignment of this Instrument Recorded in Real Estate T/D Book No. 362 Page 336 This the 14th day of April 19 86
W. D. Ferguson Clerk
by D.S.

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2. That, together with and in addition to the monthly payments of principal and interest payable under the terms of the note secured hereby, he will pay to the Beneficiary on the first day of each month until the note is fully paid, the following sums:

(a) An amount sufficient to provide the holder hereof with funds to pay the next mortgage insurance premium if this instrument and the note secured hereby are insured, or a monthly charge (in lieu of a mortgage insurance premium) if they are held by the Secretary of Housing and Urban Development, as follows:

(I) If and so long as said note of even date and this instrument are insured or are reinsured under the provisions of the National Housing Act, an amount sufficient to accumulate in the hands of the holder one (1) month prior to its due date the annual mortgage insurance premium, in order to provide such holder with funds to pay such premium to the Secretary of Housing and Urban Development pursuant to the National Housing Act, as amended, and applicable Regulations thereunder; or

(II) If and so long as said note of even date and this instrument are held by the Secretary of Housing and Urban Development, a monthly charge (in lieu of a mortgage insurance premium) which shall be in an amount equal to one-twelfth (1/12) of one-half (½) per centum of the average outstanding balance due on the note computed without taking into account delinquencies or prepayments;

(b) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable to renew the policies of fire and other hazard insurance on the premises covered by this Deed of Trust, plus taxes and assessments next due on these premises (all as estimated by the Beneficiary) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by the Beneficiary in trust to pay said ground rents, premiums, taxes, and special assessments; and

(c) All payments mentioned in the two preceding subsections of this paragraph and all payments to be made under the note secured hereby shall be added together, and the aggregate amount thereof shall be paid by the Grantor each month in a single payment to be applied by the Beneficiary to the following items in the order set forth:

(I) premium charges under the contract of insurance with the Secretary of Housing and Urban Development, or monthly charge (in lieu of mortgage insurance premium), as the case may be;

(II) ground rents, if any, taxes, special assessments, fire and other hazard insurance premiums;

(III) interest on the note secured hereby; and

(IV) amortization of the principal of said note.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Grantor prior to the due date of the next such payment, constitute an event of default under this Deed of Trust. The Beneficiary may collect a "late charge" not to exceed two cents (2¢) for each dollar ($1) of each payment more than fifteen (15) days in arrears to cover the extra expense involved in handling delinquent payments.

3. If the total of the payments made by the Grantor under *(b)* of paragraph 2 preceding shall exceed the amount of the payments actually made by the Beneficiary for ground rents, taxes, or assessments, or insurance premiums, as the case may be, such excess at the option of the Beneficiary, shall be credited on subsequent payments to be made by the Grantor, or refunded to the Grantor. If, however, the monthly payments made by the Grantor under *(b)* of paragraph 2 preceding shall not be sufficient to pay ground rents, taxes and assessments, and insurance premiums, as the case may be, when the same shall become due and payable, then the Grantor shall pay to the Beneficiary any amount necessary to make up the deficiency, on or before the date when payment of such ground rents, taxes, assessments, or insurance premiums shall be due. If at any time the Grantor shall tender to the Beneficiary, in accordance with the provisions thereof, the full payment of the entire indebtedness represented thereby, the Beneficiary shall, in computing the amount of such indebtedness, credit to the account of the Grantor all payments made under the provisions of *(a)* of paragraph 2 hereof which the Beneficiary has not become obligated to pay to the Secretary of housing and Urban Development, and any balance remaining in the funds accumulated under the provisions of *(b)* of paragraph 2 hereof. If there shall be a default under any of the provisions of this Deed of Trust resulting in a public sale of the premises covered hereby or if the Beneficiary acquires the property otherwise after default, the Beneficiary shall apply, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under *(b)* of paragraph 2 preceding, as a credit against the amount of principal then remaining unpaid under the note secured hereby, and shall properly adjust any payments which shall have been made under *(a)* of paragraph 2.

4. That he will pay all and singular the costs, charges, and expenses including a 10% attorney's fee, reasonably incurred or paid at any time by the Beneficiary, because of the failure on the part of the Grantor to perform, comply with, and abide by each and every the stipulations, agreements, conditions, and covenants of the note secured hereby and of this Deed of Trust, or either, and every such payment shall bear interest from date at the rate set forth in the note secured hereby, shall be payable on demand, and shall be fully secured by this Deed of Trust.

5. That he will not commit, permit, or suffer waste, impairment, or deterioration of said property or any part thereof, and in the event of the failure of the Grantor to keep the buildings on said premises and those to be erected on said premises, or improvements thereon, in good repair, the Beneficiary may make such repairs as in its discretion it may deem necessary for the proper preservation thereof, and the sums so paid shall bear interest from date at the rate set forth in the note secured hereby, shall be payable on demand, and shall be fully secured by this Deed of Trust.

6. That he will keep the improvements now existing or hereafter erected on the said premises, insured as may be required from time to time by the Beneficiary against loss by fire and other hazards, casualties, and contingencies, including war damage, in such amounts and for such periods as may be required by the Beneficiary and will pay promptly, when due, any premiums on such insurance provision for payment of which has not been made hereinbefore. All insurance shall be carried in companies approved by the Beneficiary and the policies and renewals thereof shall be held by the Beneficiary and have attached thereto loss payable clauses in favor of and in form acceptable to the Beneficiary. In event of loss the Grantor will give immediate notice by mail to the Beneficiary, who may make proof of loss if not made promptly by the Grantor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Beneficiary instead of to the Grantor and the Beneficiary jointly, and the insurance proceeds, or any part thereof, may be applied by the Beneficiary at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosum of this Deed of Trust or other transfer of title to the said premises in extinguishment of the indebtedness secured hereby, all right, title, and interest of the Grantor in and to any insurance policies then in force shall pass to the purchaser or grantee.

7. That he will pay all taxes, assessments, water rates, and other governmental or municipal charges, fines, or impositions, for which provision has not been made hereinbefore, and shall promptly deliver the official receipts therefor to the Beneficiary; and in default of such payment by the Grantor, the Beneficiary may pay the same, and any amount so paid by the Beneficiary shall then be added to the principal debt named herein and shall be secured hereby.

8. The Grantor further agrees that should this Deed of Trust and the note secured hereby not be eligible for insurance under the National Housing Act within sixty (60) days from the date hereof (written

statement of any officer of the Department of Housing and Urban Development or authorized agent of the Secretary of Housing and Urban Development dated subsequent to the aforesaid time from the date of this Deed of Trust, declining to insure said note and this Deed of Trust, being deemed conclusive proof of such ineligibility), the Beneficiary or the holder of the note may, at its option, declare all sums secured hereby immediately due and payable.

If the Grantor shall well and truly keep and perform all the covenants and agreements in this Deed of Trust, and in the note hereby secured, set forth, and well and truly pay off and discharge the said note and other indebtedness secured and intended to be secured hereby, then this conveyance shall be null and void, but otherwise shall remain in full force and effect and at the request of the Beneficiary, the said Trustee, or any successor appointed in his stead, shall sell the premises covered hereby at public auction for cash to the highest and best bidder, during legal hours, at any front door of the county courthouse of DeSoto County, State of Mississippi, after giving notice, by advertising and posting as required by law, of the time, place, and terms of sale, and out of the proceeds arising from such sale, the said Trustee, or any successor, shall first pay all the costs and expenses of executing this Trust, including a reasonable compensation of said Trustee; next, said Trustee shall pay the balance of the indebtedness hereby secured then remaining unpaid; and lastly, any balance remaining in the hands of said Trustee shall be paid to the Grantor. The Beneficiary, or any subsequent holder of the note, or the duly authorized Attorney-in-Fact of either, is hereby authorized and empowered to appoint and substitute another Trustee in the place of the Trustee named herein, at any time, by writing, duly signed and acknowledged and recorded in the county or counties where the premises covered hereby are situate, and such appointee shall have full power as the Trustee herein, together with all the rights and privileges thereunto belonging. No one exercise of this power of appointment, power of sale, or any other power or right given in this Deed of Trust shall exhaust the right to exercise such power, but all rights and powers herein given may be exercised as often as may be necessary to achieve the perfect security and the collection of the indebtedness secured by this Deed of Trust until said indebtedness is fully paid and discharged. At any sale had by any Trustee hereunder, the Trustee may, from time to time, adjourn said sale to a later date without readvertising the sale by giving notice of the time and place of such continued sale at the time when and where the Trustee shall make such adjournment, and at any sale made to enforce the Trust herein given, the Beneficiary, or any person in interest, may become a purchaser, and upon payment of the purchase price, the Trustee shall execute a deed of conveyance, which conveyance shall vest full and perfect title in such purchaser upon payment of the purchase price.

The Grantor hereby assigns to the Beneficiary any and all rents on the premises covered hereby and authorizes the Beneficiary, by its agent, to take possession of said premises at any time there is any default in the payment of the debt hereby secured or in the performance of any obligation herein contained, and rent the same for the account of the Grantor, and to deduct from such rents all costs of collection and administration and to apply the remainder of the same on the debt hereby secured.

The Grantor further covenants and agrees that in case of a sale, as hereinabove provided, the Grantor or any person in possession under the Grantor, shall then become and be tenants holding over and shall forthwith deliver possession to the purchaser at such sale, or be summarily dispossessed in accordance with the provisions of law applicable to tenants holding over.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, the Grantor(s) have hereunto set their hand(s) the day and year herein first written above.

Hershel K. Kull

Hershel K. Kull

Suellen Kull

Suellen Kull

STATE OF MISSISSIPPI,
COUNTY OF DESOTO } SS:

Personally appeared before me Edna E. Camp, the undersigned Notary Public in and for the said County, the within named Hershel K. Kull and Suellen Kull, his wife, who acknowledged that t he y signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and seal this 1st day of October, 1975

(SEAL)
My Commission Expires:
April 9, 1979.

Edna E. Camp
NOTARY PUBLIC

STATE OF MISSISSIPPI } SS:

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock 30 minutes A. M. 6 day of Oct., 1975, and that the same has been recorded in Book 191 Page 469 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 6 day of Oct., 1975.

Fees $5.50 pd.

SEAL H. P. Ferguson, CLERK

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This instrument prepared by: Hilda Sullivan

TRUST DEED RELEASE

WHEREAS, By the hereinafter described trust deed___, heretofore recorded in the Register's Office of Shelby County, Tennessee, certain real property was conveyed by the hereinafter named grantor___, to Warren Finch

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
Bobby R. Wagner and wife Patricia A. Wagner	6/11/75	Book 90 Page 562-563	Lot No. Fifteen(15) of Magnolia Mobile Home park in the Northwest Quarter of Section 22, Township 1, ~~RANGE~~ Range 4 West of Marshall County, Miss., according to the plat and survey recorded in Plat Book 6, page 31, in the office of the Chancery Clerk of Marshall County, Miss.

NOW, THEREFORE, in consideration of the premises the undersigned _____ 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, _____, 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 Homemakers Finance Service, Inc. 1389 Stateline Rd. Southaven, Miss. ha___ 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 8th day of September 19 75.

BY: _____
J. C. Larsen, Assistant Vice President

_____
D. C. Russell, Attesting Secretary

STATE OF TENNESSEE }
COUNTY OF SHELBY }

On this _____ day of _____, 19____, before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared _____ to me known to be the person___ described in and who executed the foregoing instrument, and acknowledged that ___he___ executed the same as _____ free act and deed.

WITNESS my hand and Notarial Seal at office the day and year above written.

_____
Notary Public

My commission expires _____ day of _____, 19____

~~STATE OF TENNESSEE~~ CONNECTICUT }
~~COUNTY OF SHELBY~~ FAIRFIELD }

Before me, a Notary Public in and for said State and County duly commissioned and qualified, personally appeared J. C. Larsen with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the Ass. Vice President of the Homemakers Finance Service, Inc. the within named bargainor, a corporation, and that he as such Ass. Vice President being authorized so to do executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by himself as Ass. Vice President.

WITNESS my hand and seal at office in Stamford, CT this 8th day of September, 19 75

MURIEL B. BOLES
NOTARY PUBLIC
My Commission Expires March 31, 1980

_____
Notary Public

My commission expires _____ day of _____, 19____

* Do not write below this line - FOR REGISTERS USE ONLY *

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 30 minutes A. M. 6 day of Oct. 1975, and that the same has been recorded in Book 191 Page 472 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 6 day of Oct. 1975.

Fees $ 2.50

H. L. Ferguson, CLERK

ASSIGNMENT

FOR AND IN CONSIDERATION of the sum of Ten Dollars ($10.00), cash in hand paid, and other valuable considerations, the 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

Willard Gregory LaBarge II and wife, Diana Drue LaBarge

to G. L. Oates , Trustee for the use and benefit of Wortman & Mann, Inc. beneficiary on the 22nd day of August, 1975 encumbering certain lands in the County of DeSoto , State of Mississippi, which said Deed of Trust is recorded in Book 189 at Page 635 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 $ 35,950.00 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 1st day of October, 1975

WORTMAN & MANN, INC.

BY: _____
Thomas J. Tompkins, Vice President

ATTEST:

BY: _____
Charles M. Kelly, Vice President

STATE OF MISSISSIPPI
COUNTY OF HINDS

Personally appeared before me, the undersigned authority in and for the aforesaid jurisdiction, the within named Thomas J. Tompkins and Charles M. Kelly , who acknowledged that they, as Vice President and Vice President respectively, for and on behalf of and by authority of said Wortman & Mann, Inc, signed and delivered the above and foregoing instrument and affixed the corporate seal of said corporation thereto on the day and year therein mentioned for the intent and purpose therein expressed.

Given under my hand and official seal of office, this 1st day of October, 1975

My Commission Expires August 2, 1979

_____
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. 6 day of Oct. 1975, and that the same has been recorded in Book 191 Page 473 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 6 day of Oct. 1975.

2.50

SEAL H. L. Ferguson, CLERK

474

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

Joseph Manuel Pinho and wife, Branda K. Pinho

to G. L. Oates , Trustee for the use and benefit of Wortman & Mann, Inc. beneficiary on the 15th day of August, 1975 encumbering certain lands in the County of DeSoto , State of Mississippi, which said Deed of Trust is recorded in Book 189 at Page 476 in the Office of the Chancery Clerk of DeSoto County Mississippi , all our right, title and interest in and to said Deed of Trust and the lands described therein, together with the indebtedness in the original principal amount of $ 30,400.00 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 1st day of October, 1975

WORTMAN & MANN, INC.

BY: _____
Thomas J. Tompkins, Vice President

ATTEST:

BY: _____
Charles M. Kelly, Vice President

STATE OF MISSISSIPPI
COUNTY OF HINDS

Personally appeared before me, the undersigned authority in and for the aforesaid jurisdiction, the within named Thomas J. Tompkins and Charles M. Kelly , who acknowledged that they, as Vice President and Vice President respectively, for and on behalf of and by authority of said Wortman & Mann, Inc, signed and delivered the above and foregoing instrument and affixed the corporate seal of said corporation thereto on the day and year therein mentioned for the intent and purpose therein expressed.

Given under my hand and official seal of office, this 1st day of October, 1975.

My Commission Expires August 2, 1979

_____
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. 6 day of Oct. 1975, and that the same has been
recorded in Book 191 on page 474 records of REAL ESTATE TRUST DEEDS
of said County.
Witness my hand and seal this the 6 day of Oct. 1975.

2.50

H. L. Ferguson, Clerk

ASSIGNMENT

FOR AND IN CONSIDERATION of the sum of Ten Dollars ($10.00), cash in hand paid, and other valuable considerations, the 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

Paul S. Hathcock and wife, Peggy L. Hathcock

to G. L. Oates , Trustee for the use and benefit of Wortman & Mann, Inc. beneficiary on the 5th day of August, 1975 encumbering certain lands in the County of DeSoto , State of Mississippi, which said Deed of Trust is recorded in Book 188 at Page 613 in the Office of the Chancery Clerk of DeSoto County Mississippi , all our right, title and interest in and to said Deed of Trust and the lands described therein, together with the indebtedness in the original principal amount of $ 36,100.00 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 1st day of October, 1975

WORTMAN & MANN, INC.

BY: _____
Thomas J. Tompkins, Vice President

ATTEST:

BY: _____
Charles M. Kelly, Vice President

STATE OF MISSISSIPPI
COUNTY OF HINDS

Personally appeared before me, the undersigned authority in and for the aforesaid jurisdiction, the within named Thomas J. Tompkins and Charles M. Kelly , who acknowledged that they, as Vice President and Vice President respectively, for and on behalf of and by authority of said Wortman & Mann, Inc, signed and delivered the above and foregoing instrument and affixed the corporate seal of said corporation thereto on the day and year therein mentioned for the intent and purpose therein expressed.

Given under my hand and official seal of office, this 1st day of October, 1975

My Commission Expires August 2, 1979

_____
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. 6 day of Oct. 1975, and that the same has been recorded in Book 191 Page 475 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 6 day of Oct 1975.

Fees $ 2.50 pd.

SEAL H. L. Ferguson, CLERK

976

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

John William Sparks and wife, Ruth A. Sparks

to G. L. Oates , Trustee for the use and benefit of Wortman & Mann, Inc. beneficiary on the 12th day of August, 1975 encumbering certain lands in the County of DeSoto , State of Mississippi, which said Deed of Trust is recorded in Book 189 at Page 189 in the Office of the Chancery Clerk of DeSoto County Mississippi , all our right, title and interest in and to said Deed of Trust and the lands described therein, together with the indebtedness in the original principal amount of $ 33,500.00 thereby secured.

IN WITNESS WHEREOF the undersigned has caused this assignment to be executed by its duly authorized officers, and its corporate seal to be affixed thereto on the 1st day of October, 1975

WORTMAN & MANN, INC.

BY: _____
Thomas J. Tompkins, Vice President

ATTEST:

BY: _____
Charles M. Kelly, Vice President

STATE OF MISSISSIPPI
COUNTY OF HINDS

Personally appeared before me, the undersigned authority in and for the aforesaid jurisdiction, the within named Thomas J. Tompkins and Charles M. Kelly , who acknowledged that they, as Vice President and Vice President respectively, for and on behalf of and by authority of said Wortman & Mann, Inc, signed and delivered the above and foregoing instrument and affixed the corporate seal of said corporation thereto on the day and year therein mentioned for the intent and purpose therein expressed.

Given under my hand and official seal of office, this 1st day of October, 1975

My Commission Expires August 2, 1979

_____
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. this the 6 day of Oct. 1975, and that the same has been recorded in Book 191 Page 976 records of REAL ESTATE TRUST DEEDS of said County.

6 Oct

B. P. Ferguson, Clerk

2.50

CANCELLED BY AUTHORITY RECORDED IN BOOK 194 PAGE 130
8 DAY OF Dec. 1975
H. D. Ferguson
CHANCERY CLERK

444

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 740, 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 Dollars due on or before six (6) months from date with interest due and payable monthly until all principal and interest is paid in full,

as provided in Promissory Note of even date

bearing interest at the rate ~~XXXXXXXXXXXXXXXX~~ per annum from date, together with attorney's fees as therein provided.

(B) Also to secure any other indebtedness heretofore, now or hereafter contracted with the Beneficiary by the Grantor or Grantors herein, or either of them, whether such other indebtedness be evidenced by note, open account, overdraft, or any other manner whatsoever, including also any indebtedness of any Grantor made individually or as joint maker, surety, endorser, or guarantor.

(C) Also to secure the payment of any sum which may be expended by the Beneficiary or any owner or holder of the indebtedness secured hereby for taxes, insurance, and other items in the protection of this security. Such payments shall be at the option of the Beneficiary or any holder of the afore-described indebtedness and shall bear interest at the rate of eight percent per annum from date and be payable on demand.

(D) Also to secure any renewal, reamortization or extension of all or any part of any of the above-described indebtedness; and further to secure the performance and fulfillment of all the obligations, agreements and covenants of this trust and contract.

II. The Grantor or Grantors covenant, agree, and bind themselves, as follows: (1) To promptly fulfill and comply with all of the terms and conditions expressed and provided for in the note or notes secured hereby; (2) To pay all indebtedness secured hereby promptly when due and payable; (3) To carry, with usual loss payable clause, such as fire, tornado and other insurance on the property covered hereby as may be required by the Beneficiary or any holder of the afore-described indebtedness, and all such insurance policies shall be deposited with the Beneficiary; (4) To pay all taxes upon said property; (5) To keep said property free of all other liens and not to use it for any illegal purpose; (6) To keep the improvements thereon in reasonable repair and not permit waste of said property; and (7) Not to sell or dispose of any of the property covered by this Deed of Trust before all the indebtedness secured hereby is fully paid.

III. All payments made, as well as the proceeds of all property described in this Deed of Trust and all collaterals held by said Beneficiary or the holder of the indebtedness secured by this Deed of Trust, whether such collaterals are placed to secure the indebtedness herein set forth or any other indebtedness to said Beneficiary or the holder of the indebtedness described in this Deed of Trust, as well as the proceeds of same, may be applied by the Beneficiary or the holder of the indebtedness secured by this Deed of Trust as they deem to their best interest and at their election.

IV. Should the Grantor or Grantors pay all indebtedness of every nature secured hereby and keep and perform all covenants herein undertaken, then this Deed of Trust shall be void.

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V. If said Grantor or Grantors shall make default in the payment of the note or notes or any installment thereon or any other indebtedness secured hereby when due and payable, or if Grantor or Grantors shall violate or breach any covenant herein contained, or if any Grantor shall have made any untrue statement in reference to the property conveyed herein as security, then, in either event, the entire indebtedness secured hereby shall, at the option of the Beneficiary or the owner or holder of said indebtedness become due and payable for the purpose of suit and/or foreclosure, and the Trustee herein named or his successor or successors shall, at the request of the Beneficiary acting by and through any officer, or of any owner of the indebtedness secured hereby, take possession of said property and sell the same or a sufficiency thereof to pay said indebtedness. Said sale shall be for cash to the highest bidder and as to real property shall be in accordance with Section 888 and amendments thereto of the Mississippi Code of 1942; and as to personal property shall be at such time, place and upon such notice as is required by law for the sheriff's sale of like property made under execution; and in case said land is situated in more than one county, the sale may be made in either county at the Trustee's discretion but shall be advertised in all counties where situated; and in case of personal property, it shall not be necessary that the Trustee actually have such property on hand at the place of sale. Out of the proceeds of the sale, the Trustee shall pay all indebtedness of every kind secured by this Deed of Trust, including a reasonable trustee's fee and the expenses of executing this trust.

VI. The Beneficiary or any holder of the indebtedness secured hereby may, at pleasure, appoint another person or succession of persons to act as Trustee herein, and such appointee or substitute shall have all such powers in the execution of this trust as are vested in the Trustee herein named. Such appointment by the Beneficiary may be made by any officer thereof.

VII. If, at any time, said Trustee, his successor, or successors, shall believe that the property covered by this instrument or any part thereof is endangered as security for the indebtedness secured hereby, he may take possession of such property and sell the same and apply the proceeds all as hereinbefore provided in case of default in payment of said indebtedness or any part thereof, or he may hold the same until the maturity of the indebtedness secured hereby; and in the event he should hold the same or any part thereof, all of the expenses of so doing which may be furnished by the Beneficiary shall bear interest at the rate of eight percent per annum and be secured by this instrument.

VIII. Whenever in this Deed of Trust, the context so requires, the singular number shall include the plural and the plural, the singular.

IX. In case of foreclosure and sale of the property herein conveyed, the Beneficiary or any owner or holder of the notes secured hereby shall have the same right to purchase at said sale as if a stranger to this instrument.

Witness the signature of the Grantor, this 3rd day of October 19 75

ATTEST:

Bob Gray, Vice President

NORTHWEST BUILDERS, INC.

By: Bobby S. Jones, President

STATE OF MISSISSIPPI,)

COUNTY OF DESOTO)

Personally appeared before me, the undersigned authority in and for said County and State, the within-named Bobby S. Jones and Bob Gray, as President and Vice President, respectively, for and on behalf of and by authority of NORTHWEST BUILDERS, INC.

who acknowledged that they signed and delivered the foregoing trust deed on the day and year therein mentioned.

Given under my hand and official seal, this 3rd day of October 19 75

Debbie M. Brunell Notary Public

My Commission Expires Feb. 19, 1976

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 9 o'clock 45 minutes A. M. 6 day of Oct. 1975, and that the same has been recorded in Book 191 Page 477 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 6 day of Oct. 1975.

Fees 3.50

H. P. Ferguson, CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK 194 PAGE 271
THIS 12 DAY OF Dec. 1973
H. W. Ferguson
CHANCERY CLERK

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DEED OF TRUST

FOR VALUE RECEIVED, the undersigned NORTHWEST BUILDERS, INC., a Mississippi Corporation, hereinafter designated "Grantor," conveys and warrants to C. B. Henley as Trustee, the following described property, located in DeSoto County, Mississippi, to-wit:

Lot 739, 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: ($12,159.00) Twelve Thousand One Hundred Fifty-Nine and No/100 Dollars due on or before six (6) months from date with interest due and payable monthly until all principal and interest is paid in full,

as provided in Promissory Note of even date
bearing interest at the rate ~~of XXXXXX percent~~ per annum from date, together with attorney's fees as therein provided.

(B) Also to secure any other indebtedness heretofore, now or hereafter contracted with the Beneficiary by the Grantor or Grantors herein, or either of them, whether such other indebtedness be evidenced by note, open account, overdraft, or any other manner whatsoever, including also any indebtedness of any Grantor made individually or as joint maker, surety, endorser, or guarantor.

(C) Also to secure the payment of any sum which may be expended by the Beneficiary or any owner or holder of the indebtedness secured hereby for taxes, insurance, and other items in the protection of this security. Such payments shall be at the option of the Beneficiary or any holder of the afore-described indebtedness and shall bear interest at the rate of eight percent per annum from date and be payable on demand.

(D) Also to secure any renewal, reamortization or extension of all or any part of any of the above-described indebtedness; and further to secure the performance and fulfillment of all the obligations, agreements and covenants of this trust and contract.

II. The Grantor or Grantors covenant, agree, and bind themselves, as follows: (1) To promptly fulfill and comply with all of the terms and conditions expressed and provided for in the note or notes secured hereby; (2) To pay all indebtedness secured hereby promptly when due and payable; (3) To carry, with usual loss payable clause, such as fire, tornado and other insurance on the property covered hereby as may be required by the Beneficiary or any holder of the afore-described indebtedness, and all such insurance policies shall be deposited with the Beneficiary; (4) To pay all taxes upon said property; (5) To keep said property free of all other liens and not to use it for any illegal purpose; (6) To keep the improvements thereon in reasonable repair and not permit waste of said property; and (7) Not to sell or dispose of any of the property covered by this Deed of Trust before all the indebtedness secured hereby is fully paid.

III. All payments made, as well as the proceeds of all property described in this Deed of Trust and all collaterals held by said Beneficiary or the holder of the indebtedness secured by this Deed of Trust, whether such collaterals are placed to secure the indebtedness herein set forth or any other indebtedness to said Beneficiary or the holder of the indebtedness described in this Deed of Trust, as well as the proceeds of same, may be applied by the Beneficiary or the holder of the indebtedness secured by this Deed of Trust as they deem to their best interest and at their election.

IV. Should the Grantor or Grantors pay all indebtedness of every nature secured hereby and keep and perform all covenants herein undertaken, then this Deed of Trust shall be void.

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V. If said Grantor or Grantors shall make default in the payment of the note or notes or any installment thereon or any other indebtedness secured hereby when due and payable, or if Grantor or Grantors shall violate or breach any covenant herein contained, or if any Grantor shall have made any untrue statement in reference to the property conveyed herein as security, then, in either event, the entire indebtedness secured hereby shall, at the option of the Beneficiary or the owner or holder of said indebtedness become due and payable for the purpose of suit and/or foreclosure; and the Trustee herein named or his successor or successors shall, at the request of the Beneficiary acting by and through any officer or of any owner of the indebtedness secured hereby, take possession of said property and sell the same or a sufficiency thereof to pay said indebtedness. Said sale shall be for cash to the highest bidder and as to real property shall be in accordance with Section 888 and amendments thereto of the Mississippi Code of 1942; and as to personal property shall be at such time, place and upon such notice as is required by law for the sheriff's sale of like property made under execution; and in case said land is situated in more than one county, the sale may be made in either county at the Trustee's discretion but shall be advertised in all counties where situated; and in case of personal property, it shall not be necessary that the Trustee actually have such property on hand at the place of sale. Out of the proceeds of the sale, the Trustee shall pay all indebtedness of every kind secured by this Deed of Trust, including a reasonable trustee's fee and the expenses of executing this trust.

VI. The Beneficiary or any holder of the indebtedness secured hereby may, at pleasure, appoint another person or successon of persons to act as Trustee herein, and such appointee or substitute shall have all such powers in the execution of this trust as are vested in the Trustee herein named. Such appointment by the Beneficiary may be made by any officer thereof.

VII. If, at any time, said Trustee, his successor, or successors, shall believe that the property covered by this instrument or any part thereof is endangered as security for the indebtedness secured hereby, he may take possession of such property and sell the same and apply the proceeds all as hereinbefore provided in case of default in payment of said indebtedness or any part thereof, or he may hold the same until the maturity of the indebtedness secured hereby; and in the event he should hold the same or any part thereof, all of the expenses of so doing which may be furnished by the Beneficiary shall bear interest at the rate of eight percent per annum and be secured by this instrument.

VIII. Whenever in this Deed of Trust, the context so requires, the singular number shall include the plural and the plural, the singular.

IX. In case of foreclosure and sale of the property herein conveyed, the Beneficiary or any owner or holder of the notes secured hereby shall have the same right to purchase at said sale as if a stranger to this instrument.

Witness the signature of the Grantor , this 3rd day of October 19 75

ATTEST:

NORTHWEST BUILDERS, INC.

By: Bobby S. Jones, President

Bob Gray, Vice President

SEAL

STATE OF MISSISSIPPI,)

COUNTY OF DESOTO)

Personally appeared before me, the undersigned authority in and for said County and State, the within-named Bobby S. Jones and Bob Gray, as President and Vice President, respectively, for and on behalf of and by authority of NORTHWEST BUILDERS, INC.

who acknowledged that they signed and delivered the foregoing trust deed on the day and year therein mentioned.

Given under my hand and official seal, this 3rd day of October 19 75

Notary Public

My Commission Expires Feb. 19, 1976

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 9 o'clock

45 minutes A. M. 6 day of Oct. 1975, and that the same has been

recorded in Book 191 Page 479 records of REAL ESTATE TRUST DEEDS

of said County.

Witness my hand and seal this the 6 day of Oct. 1975.

Fees 3.50 SEAL H. P. Ferguson, CLERK

Mississippi Bankers Association
Form No. 1
(Revised Dec. 1955)
LAND

DEED OF TRUST
LAND

THIS INDENTURE, this day made and entered into between

SAMMY A. SCOTT and wife, BILLY S. SCOTT,

of the first part, hereinafter designated as the Grantor,

WILLIAM W. BALLARD, Trustee, of the second part, hereinafter designated as Trustee, and

RUSSELL H. WALDRIP and wife, JEANNINE WALDRIP,
of the third part, hereinafter designated as the Beneficiary.

WITNESSETH: That whereas the Grantor is justly indebted to the beneficiary in the full sum of

SIXTY-TWO THOUSAND AND NO/100----------DOLLARS

($ 62,000.00) evidenced by two promissory notes of even date herewith in favor of the beneficiary, bearing interest at the rate of set forth in said Promissory Notes per centum per annum after

, providing for the payment of attorney's fees in case of default and being due

and payable as follows, to-wit: the first Promissory Note being in the principal sum of FIFTY-FIVE THOUSAND AND NO/100 DOLLARS ($55,000.00), due and payable in three hundred sixty (360) monthly installments of principal and interest in the amount of FOUR HUNDRED FORTY-TWO AND 55/100 DOLLARS ($442.55) each, the first of said monthly installments being due and payable on or before December 1, 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.

The second Promissory Note is in the principal sum of SEVEN THOUSAND AND NO/100 DOLLARS ($7,000.00), with interest as provided in said Note, payable in two (2) annual principal installments: THREE THOUSAND DOLLARS ($3,000.), due and payable on or before March 1, 1976; FOUR THOUSAND DOLLARS ($4,000.), due and payable on or before January 1, 1977.

This is a Purchase Money Deed of Trust.

WHEREAS, the said grantor desires to secure the prompt payment at maturity of the aforesaid indebtedness, as well as any extension of the same, or any part thereof, and any other or further indebtedness in the way of future advances hereunder, or otherwise, that the grantor, or either of them, may now or hereafter owe the beneficiary, as hereinafter provided:

NOW, THEREFORE, in consideration of the premises, and the further consideration of Ten Dollars ($10.00) cash in hand paid by the aforesaid trustee, the receipt of which is hereby acknowledged, the grantor does hereby convey and warrant unto the said trustee, the property situated in the County of DeSoto, in Section Three (3), Township Three (3), Range Seven (7) West,

State of Mississippi, and more particularly described as follows, to-wit:

BEING in the Northeast Quarter of Section 3, Township 3, Range 7 West, described as follows, to-wit: BEGINNING at a point on the East line of Section 3, Township 3, Range 7 West 1,528.2 feet South of the Northeast corner of said Section 3, being the point of beginning; thence South 4° 15' East 451.8 feet to a point; thence South 85° 45' West 660.0 feet to a point; thence North 4°15' West 149.6 feet to a point; thence North 54° 22' East 91.4 feet along a ditch to a point; thence North 68° 34' East 181.9 feet along a ditch to a point; thence North 59' West 82.5 feet along a ditch to a point; North 49° 32' West 126.0 feet along a ditch to a point; thence North 72° 35' East 68.6 feet along a ditch to the point of beginning in the East line of Section 3, Township 3, Range 7 West, being 4.52 acres, more or less.. The directions are magnetic. LESS AND EXCEPT that portion of the right of way of Malone Road on the East boundary of said property.

Copyright Mississippi Bankers Association

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Together with all the hereditaments and appurtenances thereunto appertaining, as far as they may now or hereafter, during the term of this deed of trust, belong to or be used in connection with the occupancy of any building on the said land, or that may be hereafter erected thereon, all heating and ventilating apparatus, gas, electric light and other fixtures, whether attached to said premises or detached therefrom.

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary herein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any imtallment of interest as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other convenant herein contained, then and in that event the entire principal sum secured hereby with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, or the owner or holder of said note or notes, be and become at once due and payable, and the trustee herein named, or his successor or successors, shall, at the request of the beneficiary, or at the request of any owner or holder of the note or notes secured hereby, sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid. Such sale shall be made by giving notice of the time, place and terms of sale as required by Section ~~###~~ 89-1-55 of the Mississippi Code of 1972 and amendments if any thereto, and the trustee shall make deed to the purchaser or purchasers. Should the beneficiary, or the owner or holder of the note or notes secured hereby be a corporation, then in such event a declaration of default to the trustee, and a request for sale hereunder, may be made by any officer thereof. If the land covered hereby is situated in two or more counties, or in two judicial districts of the same county, the trustee may sell the whole in any of the counties, or in either of the judicial districts of a county in which any part of the land lies. Out of the proceeds of sale the trustee shall first pay the cost of advertising and making the sale; and secondly, he shall pay whatever items may have been incurred and remain unpaid in the protection of this security; then he shall pay such of the items of indebtedness secured hereby as may be outstanding in the order of their maturity, and any balance remaining in his hands shall be delivered to the grantor, or to his proper representatives, agents or assigns.

It is agreed and understood, by and between the parties hereto that this conveyance is executed and intended to be, and is hereby made subject to the following covenants, stipulations and conditions, all of which shall be binding upon the parties hereto and each of them.

First. In addition to the indebtedness specifically mentioned above, and any and all extensions or renewals of the same, or any part thereof, this conveyance shall also cover such future and additional advances as may be made to the grantor, or either of them, by the beneficiary, not to exceed the sum of $125,000.00, the beneficiary to be the sole judge as to whether or not such future and additional advances shall be made. In addition to all of the above, it is intended that this conveyance shall secure, and it does secure any and all debts, obligations, or liabilities, direct or contingent, of the grantor herein, or either of them, to the beneficiary, whether now existing or hereafter arising at any time before actual cancellation of this instrument on the public records of mortgages and deeds of trust, whether the same be evidanced 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 October, 19 75.

SAMMY A. SCOTT

BILLY S. SCOTT

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 SAMMY A. SCOTT and wife, BILLY S. SCOTT, who severally acknowledged that they signed and delivered the above and foregoing deed of trust on the day and year therein mentioned.

Given under my hand and official seal, this the 6th day of October, 19 75.

My Commission Expires: My Commission Expires May 6, 1978

Elaine McLemore Elder
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 9 o'clock
30 minutes A. M. 6 day of Oct., 1975, and that the same has been
recorded in Book 191 Page 481 records of REAL ESTATE TRUST DEEDS
of said County.
Witness my hand and seal this the 6 day of Oct. 1975.

FEES $ 5.00 pd

D. D. Furgason, 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 April 19, 1967, executed by A. V. Shannon to Ross Franks, Trustee for Mary S. Mathis and Barney L. Mathis, Jr., as Beneficiaries, which Deed of Trust is recorded in Book 94, Page 285, in the Chancery Clerk's Office of DeSoto County, Mississippi, the undersigned Mary S. Mathis and Barney L. Mathis, Jr., Beneficiaries, named in said Deed of Trust, have bargained and sold and by these presents does hereby bargain, sell, convey, remise, release and quitclaim unto the said A. V. Shannon, the following described property located in DeSoto County, Mississippi, to-wit:

Commencing at the Southeast Corner of Section 13, Township 1 South, Range 8 West, DeSoto County, Mississippi, run thence N 89°-07'-44" W along the center line of State Line Road a distance of 3862.50 feet to a point; thence run North along the East ROW of the Old Hernando Road a distance of 765.30 feet to a point; thence run West a distance of 595.17 feet to a point on the East property line of Lot 2, Southview Commercial Park; thence run N 1°-34'-13" E along said East property line of Lot 2 a distance of 105.52 feet to the True Point of Beginning; thence run West a distance of 214.41 feet to a point on the East ROW of Southview Street; thence run S 1°-34'-13" W along the said East ROW of Southview Street a distance of 147.11 feet to the Northwest corner of the D. F. Wallace and E. Hymer property; thence run S 89°-21'-57" E along the North property line of the said D. F. Wallace and E. Hymer property line a distance of 214.41 feet to the Northeast corner of the said D. F. Wallace and E. Hymer property; thence run N 1°-34'-13" E a distance of 149.48 feet to the True Point of Beginning and containing 0.72 acre.

To have and to hold the aforedescribed real property unto the said A. V. Shannon and to his successors, heirs and assigns in fee simple forever, free and discharged from the lien of said Deed of Trust and the indebtedness secured thereby.

But this is a partial release and as to all other property described in and conveyed by said Deed of Trust not heretofore nor hereby released, the lien of same shall continue in full force and effect.

WITNESS our signatures, this the 30 day of SEPTEMBER, 1975.

Mary S Mathis
Mary S. Mathis

Barney L Mathis Jr.
Barney L. Mathis, Jr.

STATE OF
COUNTY OF

PERSONALLY appeared before me, the undersigned authority of law in and for the jurisdiction aforesaid, the within named Mary S. Mathis and Barney L. Mathis, Jr., who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned.

GIVEN UNDER MY HAND and seal of office, this the 30th day of September, 1975.

My Commission expires:

1/1/76

Willie G. Davis, Clerk
By: Edna W. Watts, D.C.
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. 6 day of Oct. 1975, and that the same has been
recorded in Book 191 Page 484 records of REAL ESTATE TRUST DEEDS
of said County.

6 Oct.

2.50

H. L. Ferguson

CANCELLED BY AUTHORITY RECORDED IN BOOK 203 PAGE 483
THIS 30 DAY OF Aug 19 76
H. L. Ferguson
CHANCERY CLERK

485

Mississippi Bankers Association
Form No. 1
(Revised Dec. 1955)
LAND

DEED OF TRUST
LAND

THIS INDENTURE, this day made and entered into between Larry G. Eason and wife Patti S. Eason

of the first part, hereinafter designated as the Grantor,

James E. Woods Trustee, of the second part, hereinafter designated as Trustee, and

Bank of Mississippi of the third part, hereinafter designated as the Beneficiary.

WITNESSETH: That whereas the Grantor is justly indebted to the beneficiary in the full sum of Seventy-five Thousand and No/100---------- DOLLARS ($ 75,000.00) evidenced by promissory note of even date herewith in favor of the beneficiary, bearing interest at the rate of ten (10) per centum per annum after date , providing for the payment of attorney's fees in case of default and being due and payable as follows, to-wit:

Due and repayable on or before the 29 day of March , 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:

Part of the Southwest Quarter of Section 12, Township 2 South, Range 7 West, DeSoto County, Mississippi, described as COMMENCING at the northeast corner of the Southwest Quarter of Section 12, Township 2 South, Range 7 West; thence south 5 degrees 30 minutes east, 809.94 feet; thence south 84 degrees 30 minutes west 16.73 feet to an iron pin being the point of beginning; thence south 03 degrees 30 minutes east, 210.47 feet to an iron pin; thence south 08 degrees 31 minutes east, 180.40 feet to an iron pin; thence south 14 degrees 13 minutes east 68.71 feet to an iron pin;thence south 84 degrees 13 minutes west, 1057.86 feet to an iron pin; thence north 08 degrees 25 minutes west, 418.35 feet to an iron pin; thence north 87 degrees 52 minutes east, 384.30 feet to an iron pin; thence north 78 degrees 46 minuteseast, 686.36 feet to an iron pin being the point of beginning, containing 10.13 acres, more or less.

Copyright Mississippi Bankers Association

ALSO, a permanent right of ingress and egress across the existing private drive way extending from the northeast corner of said 10.13 acre tract to the intersection of said private driveway with Pleasant Hill Road.

Parties of the first part reserve the right to prepare all or any part of said indebtedness on or before the due date without penalty.

Together with all the hereditaments and appurtenances thereunto appertaining, as far as they may now or hereafter, during the term of this deed of trust, belong to or be used in connection with the occupancy of any building on the said land, or that may be hereafter erected thereon, all heating and ventilating apparatus, gas, electric light and other fixtures, whether attached to said premises or detached therefrom.

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary herein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment of interest as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other convenant herein contained, then and in that event the entire principal sum secured hereby with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, or the owner or holder of said note or notes, be and become at once due and payable, and the trustee herein named, or his successor or successors, shall, at the request of the beneficiary, or at the request of any owner or holder of the note or notes secured hereby, sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid. Such sale shall be made by giving notice of the time, place and terms of sale as required by Section 888 of the Mississippi Code of 1942 and amendments if any thereto, and the trustee shall make deed to the purchaser or purchasers. Should the beneficiary, or the owner or holder of the note or notes secured hereby be a corporation, then in such event a declaration of default to the trustee, and a request for sale hereunder, may be made by any officer thereof. If the land covered hereby is situated in two or more counties, or in two judicial districts of the same county, the trustee may sell the whole in any of the counties, or in either of the judicial districts of a county in which any part of the land lies. Out of the proceeds of sale the trustee shall first pay the cost of advertising and making the sale; and secondly, he shall pay whatever items may have been incurred and remain unpaid in the protection of this security; then he shall pay such of the items of indebtedness secured hereby as may be outstanding in the order of their maturity, and any balance remaining in his hands shall be delivered to the grantor, or to his proper representatives, agents or assigns.

It is agreed and understood, by and between the parties hereto that this conveyance is executed and intended to be, and is hereby made subject to the following covenants, stipulations and conditions, all of which shall be binding upon the parties hereto and each of them.

First. In addition to the indebtedness specifically mentioned above, and any and all extensions or renewals of the same, or any part thereof, this conveyance shall also cover such future and additional advances as may be made to the grantor, or either of them, by the beneficiary, not to exceed the sum of $125,000.00, the beneficiary to be the sole judge as to whether or not such future and additional advances shall be made. In addition to all of the above, it is intended that this conveyance shall secure, and it does secure any and all debts, obligations, or liabilities, direct or contingent, of the grantor herein, or either of them, to the beneficiary, whether now existing or hereafter arising at any time before actual cancellation of this instrument on the public records of mortgages and deeds of trust, whether the same be evidenced by note, open account, over-draft, endorsement, guaranty or otherwise.

Second. The grantor will at all times during the continuance of this deed of trust keep the buildings and improvements on said premises insured against loss or damage by fire, storm, war damage and other hazard in such reliable insurance company, or companies, as may be acceptable to the beneficiary, for the maximum amount of insurance obtainable, or in such amount as may be approved by beneficiary, and all policies covering the same shall contain the proper loss payable clause, making all losses, if any, payable to the beneficiary, his successors or assigns, and shall be delivered to the beneficiary herein, or to the owner or holder of the notes secured hereby as additional security. In case of loss and payment by any insurance company, the amount of insurance money so paid shall be applied either on the indebtedness secured hereby, or in rebuilding or restoring the damaged building, or buildings, or it may be released to the grantor, as the beneficiary may elect. In the event of loss the grantor shall immediately give notice by mail to the beneficiary who may make proof of loss if same be not promptly made by the grantor. Each insurance company involved is hereby authorized, empowered and directed to make payment for any loss directly to the beneficiary instead of to the grantor and the beneficiary jointly.

Third. The grantor will pay all taxes and assessments, general or special, which may be assessed against the said land, premises or property, or upon the interest of the trustee or the beneficiary therein, or upon this deed of trust, or the indebtedness secured hereby, without regard to any law heretofore enacted or that may hereafter be enacted imposing payment of the whole or any part thereof upon either the trustee or beneficiary, and further will furnish annually to the beneficiary certificates or receipts of the proper officer showing full payment of all such taxes and assessments.

Fourth. That the rents, issues and profits of all and every part of the property here conveyed are specifically pledged to the payment of the indebtedness hereby secured, and all obligations which may accrue under the terms of this instrument. Upon the maturity of the indebtedness hereby secured, either by lapse of time or by reason of any default as herein provided, or if at any time it becomes necessary to protect the lien of this conveyance, the beneficiary, or any owner, or holder of the notes secured hereby, shall have the right to forthwith enter into and upon the property hereinbefore described and take possession thereof, and collect and apply the rents, issues and profits thereon upon the indebtedness secured hereby, or may, if it is so desired, have a receiver appointed by any court of competent jurisdiction to collect and impound the said rents, issues and profits and after paying the expense of such receivership apply the balance thereof to the payment of any indebtedness secured hereby.

Fifth. The failure on the part of the grantor to keep and perform each, any, and all of the covenants and stipulations of this deed of trust, or the passage by the State of Mississippi of any law imposing payment of the whole or any portion of any of the taxes aforesaid upon the trustee or the beneficiary, or upon the rendering by any court of competent jurisdiction of a decision that the stipulation or provision herein covering the payment of taxes or assessments is legally inoperative, shall give to the beneficiary or to the owner or holder of the notes secured hereby the option to at once declare the entire principal sum hereby secured with all interest and charges thereon, and all other amounts secured hereby at once due and demandable and to have the property advertised and sold by the trustee herein named, or his successor or successors, in accordance with the provisions of this conveyance hereinbefore set out. But in case such default consists in the failure to keep the said property insured or to pay the taxes herein required, the beneficiary, or the owner or holder of the said secured notes, may procure said insurance and pay said taxes and assessments, or redeem the property from tax sale if it has been sold; and any and all sums paid in procuring said insurance or in paying said taxes or assessments or in redeeming said property from tax sale, together with interest thereon at the rate herein stipulated from the date the same shall have been paid, shall be covered by this conveyance and shall be due and demandable on the date of the maturity of the interest installment which may become due under the terms of this instrument next after such additional items of expense are made or incurred. In case the beneficiary or the owner or holder of said secured notes elects to advance insurance premium and/or taxes, the receipt of an agent of the insurance company or companies in which said insurance is placed shall, with respect to such insurance premiums, be conclusive evidence as between the parties to this conveyance of the amount and fact of payment thereof; and the receipt of the proper public official, shall with respect to the taxes and assessments, aforesaid, be conclusive as between the parties to this conveyance of the amount and validity of said taxes or assessments and of the fact of the payment thereof.

Sixth. The beneficiary, or any owner or holder of the note secured hereby, may at pleasure, without giving formal notice to the original or any successor trustee, or to the grantor herein, and without regard to the willingness or inability of any such trustee to act, or to execute this trust, appoint another person or succession of persons to act as trustee herein, and such appointee or substitute shall have all the powers in the execution of this trust as are vested in the trustee herein named. If the beneficiary, or the owner or holder of the note secured hereby, be a corporation, such appointment may be made by its president, vice-president, assistant vice-president, secretary or treasurer.

Seventh. In case of foreclosure and sale of the property covered hereby, the beneficiary, or any owner or holder of the notes secured hereby, shall have the same right to purchase at said sale as if a stranger to this instrument.

Eighth. Grantor covenants that the premises and property covered hereby will at all times be used in a good and husbandlike manner, for lawful purposes only, and that waste will not be committed or suffered to be committed thereon.

Ninth. Whenever in this deed of trust the context so requires, the singular number shall include the plural, and the plural the singular; holder of the note or notes shall be deemed to refer to and include the owner of the debt, and the word beneficiary shall at any and all times include and mean the then holder of the note or notes secured hereby.

IN TESTIMONY WHEREOF, witness the signature of the grantor this the 30th day of Sept. 19 75

Larry G. Eason

Patti S. Eason

Patti S. Eason

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 Larry G. Eason and wife Patti S. Eason who severally acknowledged that they signed and delivered the above and foregoing deed of trust on the day and year therein mentioned.

Given under my hand and official seal, this the 30th day of September 19 75

My Commission Expires: Dec 24 1975

Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock
30 minutes A. M. 6 day of Oct. 1975, and that the same has been
recorded in Book 191 Page 485 records of REAL ESTATE TRUST DEEDS
of said County.
Witness my hand and seal this the 6 day of Oct. 1975.

5.00

W. D. Ferguson, Clerk

488

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST Class C

STATE OF MISSISSIPPI, DeSoto County. } ss.

KNOW ALL MEN BY THESE PRESENTS: That Louise J. Hinds

of Memphis, Tennessee the beneficiary, does hereby certify that a certain trust deed bearing date the 11th day of April 19 75, made and executed by Gerald G. Young and wife, Carolyn L. Young of , to Louise J. Hinds 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 115 of the Record of Trust Deeds, on the 18th day of April 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.

Louise J. Hinds
Louise J. Hinds

STATE OF ~~MISSISSIPPI~~ Tennessee
Shelby County. } ss.

Personally came and appeared before me, the undersigned authority J. F. Russell a Notary Public in and for County and State aforesaid Louise J. Hinds who acknowledged that he signed and delivered the above and foregoing instrument on the day and date for the purpose therein mentioned.

Given under my hand and seal of office this 29th day of September A. D. 19 75.

J. F. Russell
Notary Public

My Commission Expires: July 22nd 1977

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock
30 minutes A. M. 6 day of Oct. 1975, and that the same has been
recorded in Book 191 Page 488 records of REAL ESTATE TRUST DEEDS
of said County..
Witness my hand and seal this the 6 day of Oct. 1975.
Fees $ 2.50

SEAL H. L. Ferguson, CLERK

489

CANCELED BY AUTHORITY RECORDED IN BOOK
194 Page 256
THIS 11 DAY Dec 1975
H.D. Hargrove
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 693, 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: ($ 11,376.00) Eleven Thousand Three Hundred Seventy-Six & No/100 Dollars due with interest due and payable monthly until all principal and interest is paid in full, on or before Six (6) months from date,

as provided in Promissory Note of even date bearing interest at the rate ~~XXXXXXXXXXXX~~ per annum from date, together with attorney's fees as therein provided.

(B) Also to secure any other indebtedness heretofore, now or hereafter contracted with the Beneficiary by the Grantor or Grantors herein, or either of them, whether such other indebtedness be evidenced by note, open account, overdraft, or any other manner whatsoever, including also any indebtedness of any Grantor made individually or as joint maker, surety, endorser, or guarantor.

(C) Also to secure the payment of any sum which may be expended by the Beneficiary or any owner or holder of the indebtedness secured hereby for taxes, insurance, and other items in the protection of this security. Such payments shall be at the option of the Beneficiary or any holder of the afore-described indebtedness and shall bear interest at the rate of eight percent per annum from date and be payable on demand.

(D) Also to secure any renewal, reamortization or extension of all or any part of any of the above-described indebtedness; and further to secure the performance and fulfillment of all the obligations, agreements and covenants of this trust and contract.

II. The Grantor or Grantors covenant, agree, and bind themselves, as follows: (1) To promptly fulfill and comply with all of the terms and conditions expressed and provided for in the note or notes secured hereby; (2) To pay all indebtedness secured hereby promptly when due and payable; (3) To carry, with usual loss payable clause, such as fire, tornado and other insurance on the property covered hereby as may be required by the Beneficiary or any holder of the afore-described indebtedness, and all such insurance policies shall be deposited with the Beneficiary; (4) To pay all taxes upon said property; (5) To keep said property free of all other liens and not to use it for any illegal purpose; (6) To keep the improvements thereon in reasonable repair and not permit waste of said property; and (7) Not to sell or dispose of any of the property covered by this Deed of Trust before all the indebtedness secured hereby is fully paid.

III. All payments made, as well as the proceeds of all property described in this Deed of Trust and all collaterals held by said Beneficiary or the holder of the indebtedness secured by this Deed of Trust, whether such collaterals are placed to secure the indebtedness herein set forth or any other indebtedness to said Beneficiary or the holder of the indebtedness described in this Deed of Trust, as well as the proceeds of same, may be applied by the Beneficiary or the holder of the indebtedness secured by this Deed of Trust as they deem to their best interest and at their election.

IV. Should the Grantor or Grantors pay all indebtedness of every nature secured hereby and keep and perform all covenants herein undertaken, then this Deed of Trust shall be void.

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V. If said Grantor or Grantors shall make default in the payment of the note or notes or any installment thereon or any other indebtedness secured hereby when due and payable, or if Grantor or Grantors shall violate or breach any covenant herein contained, or if any Grantor shall have made any untrue statement in reference to the property conveyed herein as security, then, in either event, the entire indebtedness secured hereby shall, at the option of the Beneficiary or the owner or holder of said indebtedness become due and payable for the purpose of suit and/or foreclosure; and the Trustee herein named or his successor or successors shall, at the request of the Beneficiary acting by and through any officer, or of any owner of the indebtedness secured hereby, take possession of said property and sell the same or a sufficiency thereof to pay said indebtedness. Said sale shall be for cash to the highest bidder and as to real property shall be in accordance with Section 268 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 30th day of September 19 75.

ATTEST:

Bob Gray

Bob Gray, Vice President

NORTHWEST BUILDERS, INC.

By: Bobby S. Jones

Bobby S. Jones, President

STATE OF MISSISSIPPI,)

COUNTY OF DESOTO)

Personally appeared before me, the undersigned authority in and for said County and State, the within-named Bobby S. Jones and Bob Gray, as President and Vice President, respectively, of and on behalf 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 30th day of September 19 75

Bobbie M. Braswell Notary Public

My Commission Expires Feb. 19, 1976

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 9 o'clock 45 minutes A. M. 6 day of Oct. 1975, and that the same has been recorded in Book 191 Page 429 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 6 day of Oct. 1975.

Fees 3.50

SEAL H. P. Ferguson, CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK 201 PAGE 390
THIS 22 DAY OF June 1976
D.D. Ferguson
CHANCERY CLERK

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This Instrument prepared by: H H McKnight atty 99 N 3rd Memphis Tenn

DEED OF TRUST

This Indenture Made and entered into this 18th day of September 1975

by and between

James E and Lynn Free

Maurice McGehee - Trustee

of the first part, and Trustee, of the second part,

WITNESSETH: That for and in consideration of Five Dollars cash in hand paid by the party of the second part to the parties of the first part, and the debt and trusts hereinafter mentioned, said parties of the first part have bargained and sold and do hereby bargain, sell, convey and confirm unto the said party of the second part the following described real estate situated and being in Desoto County, Mississippi, to wit;

Lot 3112 Section "O" In Southaven West Subdivision on Section 23 & 26, Township 1 South , Range 8 West as shown by the plat recorded in Plat Book 5, Page 12 and 13in the Chancery Clerk of said County.

TO HAVE AND TO HOLD, the aforedescribed real estate, together with all the hereditaments and appurtenances thereunto belonging or in any wise appertaining unto the said party of the second part, its successors and assigns, in fee simple forever, and the said parties of the first part do hereby covenant with the said party of the second part, its successors and assigns, that they are lawfully seized in fee of the aforedescribed real estate; that they have a good right to sell and convey the same; that the same is unencumbered,

and that the title and quiet possession thereto they will and their heirs and personal representatives shall warrant and forever defend against the lawful claims of all persons.

But this is a Trust Deed, and is made for the following uses and purposes, and none other; that is to say: The said parties of the first part are justly indebted to M&M Bail Bond Co or the holder of the notes hereinafter mentioned, in the sum of Three thousand dollars ($3,000.00) Dollars, evidenced by

Said company is making a criminal offense bond for Charles Matlock who is charged with the offense of Burglary 2nd larceny carrying pistol 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 $3,000.00

It is further agreed that if and when the above named defendant makes his appearance in the Cr minalCourt of Shelby County Tenn on the above named charges, and when said company is released of all liability on said bond, and when all debts, fees, expenses or other obligations due on indemnity contract signed and dated 9-18-75 are paid in full; then this instrument is null and void

The parties of the first part desire to secure and make certain the payment of said notes, and of any and all renewals and extensions thereof. Now, therefore, the parties of the first part agree and bind themselves that so long as any part of the indebtedness aforesaid shall remain unpaid, they will pay all taxes and assessments against said property promptly when due, and deposit all tax receipts with the said Trustee, will insure the buildings on said property for not less than $ against fire in some insurance company or companies approved by the holder of the greater portion of the outstanding indebtedness secured hereby and cause said policies to be made payable to said Trustee, for the benefit of the owner of said indebtedness as his interest may appear, and deposit said policies with the said Trustee as further security for said debt, no responsibility for the approval or maintenance of insurance being imposed

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upon the Trustee; will protect the improvements on said property by proper repairs, and maintain them in good repair and condition; will pay such expenses and fees as may be necessary in the protection of the property and the maintenance and execution of this trust, will not do anything or suffer or permit anything to be done whereby the lien of this deed of trust might or could be impaired. In the event of the destruction of the improvements by fire or other casualty, the net proceeds of the insurance shall be applied upon the indebtedness secured hereby in inverse order of its maturity, or at the option of the party of the first part, his heirs and assigns, such proceeds may be used to restore the improvements to their former condition.

The owner of any part of the indebtedness aforesaid may, at his discretion, advance and pay such sums as may be proper to satisfy taxes, 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.

X James E. Free

X Reyna F. Free

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 1st day of Sept, 1975, before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared James Free & Reyna Free to me known to be the person described in and who executed the foregoing instrument, and acknowledged that I 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: Oct. 11, 1977

James H. Duff

Notary Public.

State Tax . . . . . $_____

STATE OF TENNESSEE, County of ~~Shelby~~ DeSoto

Filed for Registration Oct. 6, 1975, at 10:30 o'clock A.M., and noted in

Rec. No.

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock

30 minutes A. M. 6 day of Oct. 1975, and that the same has been

recorded in book 191 Page 491 records of REAL ESTATE TRUST DEEDS

of said County.

Witness my hand and seal this the 6 day of Oct. 1975.

Fees 3.50

H. L. Ferguson

Lot 804, Section D, Greenbrook

AUTHORITY TO CANCEL

TO THE CHANCERY CLERK OF DeSoto COUNTY, MISSISSIPPI

You are hereby authorized and requested to enter satisfaction of and cancel of record a certain Deed of Trust executed by First Realty Building Corporation to Rowan H. Taylor, Trustee, Wortman & Mann, Inc. and recorded in Book 184 at Pages 395 of the Records of Deeds or Deeds of Trust in your office.

Witness my signature, this the 15th day of September, 19 75.

WORTMAN & MANN, INC.

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 15th day of September, 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 30 minutes A. M. 6 day of Oct. 1975, and that the same has been recorded in Book 194 Page 493 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 6 day of Oct. 1975.

Fees $2.50 pd.

SEAL H. P. Ferguson, CLERK

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Lot 777, Section D, Greenbrook S/D

AUTHORITY TO CANCEL

TO THE CHANCERY CLERK OF DeSoto COUNTY, MISSISSIPPI

You are hereby authorized and requested to enter satisfaction of and cancel of record a certain Deed of Trust executed by First Realty Building Corporation to Rowan H. Taylor, Trustee, Wortman & Mann, Inc. and recorded in Book 184 at Pages 389-390 of the Records of Deeds or Deeds of Trust in your office.

Witness my signature, this the 15th day of September, 19 75.

WORTMAN & MANN, INC.

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 15th day of September, 19 75.

Sarah B. Hubbard
NOTARY PUBLIC

My Commission Expires:
My Commission Expires Jan. 27, 1978

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 30 minutes A. M. 6 day of Oct. 1975, and that the same has been recorded in Book 194 Page 494 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 6 day of Oct. 1975.

Fees 2.50

H. L. Ferguson, CLERK

D - 22918

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. ✓ 504, Section "✓C", Revised, Greenbrook Subdivision in Section 19, Township 1 South, Range 7 West, (DeSoto County, Mississippi), as per plat thereof in Plat Book 8, Pages ✓ 49 & 50, in the Office of the Chancery Clerk of said county.

In all other respects said Deed of Trust recorded in Deed of Trust Book 184, Page 131 shall remain in full force and effect.

The Chancery Court Clerk of DeSoto County, Mississippi, is hereby authorized to record this Partial Release and make a proper notation upon the margin of said Deed of Trust.

WITNESS the signature of the Grantor this, the ✓ 30th day of ✓ September, 19 75.

FIRST NATIONAL BANK
Hernando, Mississippi

By ✓ Jack W. Ussery
Jack W. Ussery, President

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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 30th day of September, 1975.

Betty H. McIntosh
NOTARY PUBLIC

(SEAL)

My Commission Expires: Jan 24, 1979

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 2 o'clock 45 minutes P. M. 6 day of Oct. 1975, and that the same has been recorded in Book 191 Page 495 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 7 day of Oct. 1975.

Fees $3.00 pd.

SEAL H. D. Ferguson, CLERK

Paid, Satisfied and Cancelled
This 6th day of Dec. 1977
Juanell LaPointe
Attest H G Ferguson
Chancery Clerk by E Miller D.C.

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FOR REAL ESTATE, CHATTEL OR BOTH

Donald E. McMahon and wife, Gertrude McMahon

To { DEED OF TRUST

Juanell LaPointe

THIS INDENTURE, Made this 3rd day of October 19 75 between Donald E. McMahon and wife, Gertrude McMahon, Party of the first part, and Juanell LaPointe, Party, of the second part,

WITNESSETH, That whereas, said party of the first part, being indebted to the said party of the second part in the sum of One Thousand and 00/100 Dollars ($1000.) with interest at the rate of 9% per annum, repayable in 24 monthly installments of $45.19 each, commencing on the 3rd day of November, 1975, with each subsequent and succeeding installment being due on the 3rd day of each month thereafter, and the final installment, if not sooner paid, due and payable on October 3, 1977.

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 2932, Section N, Southaven West Subdivision, in Section 26, Township 1 South, Range 8 West, as per plat thereof recorded in Plat Book 5, Pages 8 and 9, in the office of the Chancery Clerk of DeSoto County, Mississippi, to which plat reference is hereby made for a more particular description of said lot.

This Deed of Trust is second and subordinate to that certain Deed of Trust of record in Book 136, Page 207, in the office of the Chancery Clerk of DeSoto County, Mississippi.

Should the Trustee at any time believe said property, or any part thereof, endangered as a security for said debt, he may then forthwith take possession of said property and sell the same as herein below directed. Should the party of the first part promptly pay the above stated indebtedness on or before maturity, then this instrument to be void; but in default thereof the said Trustee shall take possession of said property, and after giving notice of the time, place and terms of sale, by advertisement according to law in DeSoto County, shall sell the same at public auction, to the highest bidder for cash, at such time and place as he shall designate in said advertisement. The proceeds of said sale shall be applied to the payment of said indebtedness and all costs incurred herein; and if there be a surplus, such surplus shall be refunded to the party of the first part. In case of failure or inability on the part of said Trustee to execute the trust herein confided, the party of the second part her assigns or legal representatives, can at any time appoint a Trustee to act in his stead.

Witness our signature S the date written above.

Donald E. McMahon

Gertrude McMahon

STATE OF MISSISSIPPI, DeSOTO COUNTY.

Personally appeared before me, a notary public of said County, the within named Donald E. McMahon and wife, Gertrude McMahon, who acknowledged that they signed and delivered the foregoing Deed of Trust on the day and year therein mentioned.

Given under my hand and official seal, this 3rd day of October 19 75

(SEAL)

My Commission Expires April 3, 1979

Notary Public

STATE OF MISSISSIPPI, DeSOTO COUNTY.

Before me, of said County, this day personally appeared the above named one of the subscribing witnesses to the foregoing Deed of Trust, who, being first duly sworn, deposeth and saith that he saw the above named whose name subscribed thereto, sign and deliver the same to the said Trustee; that he, this deponent, and

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 2 o'clock 15 minutes P. M. 6 day of Oct. 1975, and that the same has been recorded in Book 191 Page 497 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 7 day of Oct. 1975.
Fees $2.50 pd.
SEAL H. G. Ferguson, CLERK

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Paid, Satisfied and Cancelled
This 29th day of Sept 1978
T. P. Flinn, Jr.
Attest
H. D. Ferguson
Chancery Clerk By N. Myers

...L ESTATE, CHATTEL OR BOTH

Aubrey Woods, et ux,
Grantors

To { DEED OF TRUST

William F. Hagan, Trustee
for T.P. Flinn, Jr.

Beneficiary

THIS INDENTURE, Made this 1st day of October 19 75
between Aubrey Woods and wife, Miner C. Woods, parties
of the first part,
and T.P. Flinn, Jr., party
of the second part,

WITNESSETH, That whereas, said part ies of the first part, being indebted to the said part y of the second part in the sum of Five hundred dollars ($500.00) evidenced by their one promissory note of like amount and even date herewith, bearing interest at the rate of 10% per annum from date, due and payable on October 1, 1977. All interest payable annually.

and any further amount that the party of the second part may furnish the party of the first part during the life of this trust deed not to exceed --$500.00---------- and the part ies of the first part having agreed to secure the prompt payment of the same when due: Therefore, in consideration of the premises, and of the sum of One Dollar to the part ies of the first part paid by William F. Hagan Trustee, the part ies of the first part ha VE this day granted, bargained, and sold to the said Trustee the following described property, located in the County of DeSoto, and state of Mississippi, viz: All of the agricultural [illegible]

11.953 acres, situated in the southwest quarter of Section 36, Township 2, Range 7 West, and being shown as Tract No.14 on recorded Engineers Plat and Survey as recorded in Plat Book 8, Page 34, and to which full reference is now made for a metes and bounds description of said lands, LESS AND EXCEPT, 1 acre conveyed by Aubrey Woods to Lucious Dobbins, Jr., et ux, of date February 12, 1972, and recorded in Book 94, Page 90 of the Deed records of DeSoto County, Mississippi, and LESS AND EXCEPT, 1 acre conveyed by Aubrey Woods to Elvis Jerome Jackson, et ux, of date February 12, 1972, and recorded in Book 94, Page 91, of the Deed records of DeSoto County, Mississippi.

It is agreed that the building upon said property shall be insured and kept insured against loss by fire and windstorm in a standard insurance company with proper mortgage clause in favor of second party in an amount that will fully protect the security of this loan, and that this trust deed shall cover any premiums that may be paid by second party for the protection of this security.

It is further agreed that any taxes paid on said property by party of the second part are fully covered by this trust deed.

Should the Trustee at any time believe said property, or any part thereof, endangered as a security for said debt, he may then forthwith take possession of said property and sell the same as herein below directed. Should the part ies of the first part promptly pay the above stated indebtedness on or before the as aforesaid day of then this instrument to be void; but in default thereof the said Trustee shall take possession of said property, and after giving notice of the time, place and terms of sale, by advertisement according to law in DeSoto County, shall sell the same at public auction, to the highest bidder for cash, at such time and place as he shall designate in said advertisement. The proceeds of said sale shall be applied to the payment of said indebtedness and all costs incurred herein; and if there be a surplus, such surplus shall be refunded to the part ies of the first part. In case of failure or inability on the part of said Trustee to execute the trust herein confided, the part y of the second part, his assigns or legal representatives, can at any time appoint a Trustee to act in his stead.

Witness our signature s the date written above.

Witness

Aubrey Woods

Miner C. Woods

STATE OF MISSISSIPPI, DeSOTO COUNTY

Personally appeared before me the undersigned authority of said County, the within named Aubrey Woods and wife, Miner C. Woods who acknowledged that they signed and delivered the foregoing Deed of Trust on the day and year therein mentioned.

Given under my hand and official seal, this 6th day of October 19 75.

MY COMMISSION EXPIRES: 5-11-76 (SEAL)

By Notary Public

STATE OF MISSISSIPPI, DeSOTO COUNTY

Before me, of said County, this day personally appeared the above named one of the subscribing witnesses to the foregoing Deed of Trust, who, being first duly sworn, deposeth and saith that he saw the above named subscribed thereto, sign and deliver the same to the said Trustee, that he, this deponent, subscribed his name as a witness

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 1 o'clock 45 minutes P. M. 6 day of Oct. 1975, and that the same has been recorded in Book 191 Page 498 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 7 day of Oct. 1975.

Fees $2.50 paid.

SEAL H. D. Ferguson, CLERK

Assignment of this Instrument Recorded in
Real Estate T/D Book
No. 241 Page 353
This the 19 day of April 19 79
H. D. Ferguson Clerk

Assignment of this Instrument Recorded in
Real Estate T/D Book
No. 192 Page 362
This the 29 day of Oct 19 75
H. D. Ferguson Clerk

VA Form 26-6321 (Home Loan)
Revised December 1963. Use Optional. Section 1810, Title 38, U.S.C. Acceptable to Federal National Mortgage Association.

MISSISSIPPI

PREPARED BY
MORRIS WHITMAN, ATTY.
4041 Knight Arnold Road
Memphis, Tenn. 38118

DEED OF TRUST

D-24231-SR

THIS DEED OF TRUST, made and entered into this 2nd day of OCTOBER, 19 75, by and between

JESSIE A. JOHNSON AND WIFE, JO ANN JOHNSON

, 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 TENNESSES , 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 876, SECTION B, NORTH ½, DESOTO VILLAGE SUBDIVISION, AS SHOWN ON PLAT OF RECORD IN PLAT BOOK 8, pages 12-15, in Section 34, Township 1 South, Range 8 West, IN THE OFFICE OF THE CHANCERY CLERK OF DESOTO COUNTY, MISSISSIPPI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Beginning at a point on the West Line of Briarwood Drive, a distance of 20 feet South from the tangent intersection with the South Line of Goodman Road; thence South, along the West Line of Briarwood Drive, a distance of 80.00 feet; thence West, along the line between Lots 875 and 876, a distance of 130.00 feet to the Northwest Corner of Lot 875; thence North, along the West Line of Lot 876, a distance of 100.00 feet; thence East, along the South Line of Goodman Road, a distance of 110.00 feet; thence Southeasterly, on a curve to the right, having a radius of 20.00 feet, an arc distance of 31.42 feet to the point of beginning, AS PER SURVEY BY R. H. McMULLEN, R.L.S. DATED AUGUST 28, 1975.

RECORDED IN BOOK 743 PAGE 289 1987 OF M.V.6. Jan Ferguson Chancery Clerk DS

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 1956 or subsequent similar legislature; said sum to be held in escrow without liability on the part of the Holder of the indebtedness for interest thereon and to be used in payment of said insurance when due and payable. If the amount so held shall at any time be insufficient to pay said insurance premium when due and payable, the Grantors shall promptly deposit the entire amount of said deficit.

Should the Veterans Administration fail or refuse to make its guaranty of the loan secured by this mortgage under the provisions of the Servicemen's Readjustment Act of 1944, as amended, within sixty days from the date the loan would normally become eligible for such guaranty, the mortgage herein may, at its option, declare all sums secured by this mortgage immediately due and payable. The mortgagor covenants and agrees that so long as this mortgage and the said note secured hereby are governed under the provisions of the Servicemen's Readjustment Act, he will not execute or file for record any instrument which imposes a restriction upon the sale or occupancy of the mortgaged property on the basis of race, color or creed. Upon any violation of this undertaking, the mortgagee herein may, at its option, declare the unpaid balance of the debt secured hereby immediately due and payable.

together with all buildings and improvements thereon or that may hereafter be erected thereon and the hereditaments and appurtenances and all other rights thereunto belonging, or in anywise now or hereafter appertaining, and the reversion and reversions, remainder or remainders, rents, issues, and profits thereof, and all rights of homestead, and all fixtures now or hereafter attached to or used in connection with the premises herein described and in addition thereto the following described household appliances, which are, and shall be deemed to be, fixtures and a part of the realty, and are a portion of the security of the indebtedness herein mentioned;

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To Have and to Hold the same unto the Trustee and unto his successors and assigns, forever.

In Trust, However, to secure to the Beneficiary named above, the payment of a certain promissory note of even date herewith in the principal sum of *TWENTY SEVEN THOUSAND AND NO/100-------* Dollars (*$ 27,000.00--*), 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 *ONE HUNDRED NINETY THREE & 59/100* Dollars (*$ 193.59------*), commencing on the first day of *NOVEMBER* , 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 *OCTOBER,* , *2005.*

The Grantor, in order more fully to protect the security of this Deed of Trust, does hereby covenant and agree as follows:

1. He will pay all and singular the principal and interest and other sums of money payable by virtue of the note secured hereby and of this lien, at the times and in the manner in said note and hereinafter provided. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one hundred dollars ($100.00), whichever is less.

2. Together with and in addition to the monthly payments of principal and interest payable under the terms of the note secured hereby, he will pay to the Beneficiary as trustee (under the terms of this trust as herein stated), on the first day of each month until the note is fully paid:

(a) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable to renew the policies of fire and other hazard insurance on the premises covered by this Deed of Trust, plus taxes and assessments next due on these premises (all as estimated by the Beneficiary, and of which Grantor is notified) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by the Beneficiary in trust to pay said ground rents, premiums, taxes, and special assessments.

(b) The aggregate of the amounts payable pursuant to subparagraph (a) and those payable on the note secured hereby, shall be paid in a single payment each month, to be applied to the following items in the order stated:

(i) ground rents, if any, taxes, special assessments, fire and other hazard insurance premiums;
(ii) interest on the note secured hereby; and
(iii) amortization of the principal of said note.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Grantor prior to the due date of the next such payment, constitute an event of default under this Deed of Trust. At Beneficiary's option, Grantor will pay a "late charge" not exceeding four per centum (4%) of any installment when paid more than fifteen (15) days after the due date thereof to cover the extra expense involved in handling delinquent payments, but such "late charge" shall not be payable out of the proceeds of any sale made to satisfy the indebtedness secured hereby, unless such proceeds are sufficient to discharge the entire indebtedness and all proper costs and expenses secured thereby.

3. If the total of the payments made by the Grantor under (a) of paragraph 2 preceding shall exceed the amount of payments actually made by the Beneficiary as trustee for ground rents, taxes, or assessments, or insurance premiums, as the case may be, such excess shall be credited on subsequent payments to be made by the Grantor for such items or, at Beneficiaries option as trustee, shall be refunded to Grantor. If, however, such monthly payments shall not be sufficient to pay such items when the same shall become due and payable, then the Grantor shall pay to the Beneficiary as trustee any amount necessary to make up the deficiency. Such payments shall be made within thirty (30) days after written notice from the Beneficiary stating the amount of the deficiency, which notice may be given by mail. If at any time the Grantor shall tender to the Beneficiary, in accordance with the provisions thereof, the full payment of the entire indebtedness represented thereby, the Beneficiary shall as trustee, in computing the amount of such indebtedness, credit to the account of the Grantor any credit balance remaining under the provisions of (a) of paragraph 2 hereof. If there shall be a default under any of the provisions of this Deed of Trust resulting in a public sale of the premises covered hereby or if the Beneficiary acquires the property otherwise after default, the Beneficiary shall apply,

as trustee at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the amount then remaining to credit of Grantor under (a) of paragraph 2 preceding, as a credit on the interest accrued and unpaid and the balance to the principal then remaining unpaid on the note secured hereby.

4. The lien of this instrument shall remain in full force and effect during any postponement or extension of the time of payment of the indebtedness or any part thereof secured hereby.

5. He will pay all and singular the costs, charges and expenses, including reasonable attorney's fees incurred by Beneficiary because of the failure on the part of the Grantor to conform and comply with his obligations and duties under the term of the note secured hereby and of this Deed of Trust; and if such failure results in a sale under a foreclosure hereof, said fee shall be --*TEN*-- per centum (*10*--%) of the total indebtedness as of the date of sale.

6. Upon the request of the Beneficiary the Grantor shall execute and deliver a supplemental note or notes for the sum or sums advanced by the Beneficiary for the alteration, modernization, improvement, maintenance, or repair of said premises, for taxes or assessments against the same and for any other purpose authorized hereunder. Said note or notes shall be secured hereby on a parity with and as fully as if the advance evidenced thereby were included in the note first described above. Said supplemental note or notes shall bear interest at the rate provided for in the principal indebtedness and shall be payable in approximately equal monthly payments for such period as may be agreed upon by the creditor and debtor. Failing to agree on the maturity, the whole of the sum or sums so advanced shall be due and payable thirty (30) days after demand by the creditor. In no event shall the maturity extend beyond the ultimate maturity of the note first described above.

7. He will not commit, permit, or suffer waste, impairment, or deterioration of said property or any part thereof, and in the event of the failure of the Grantor to keep the buildings and other improvements now or hereafter on said premises in good repair, the Beneficiary may make such repairs as may reasonably be deemed necessary for the proper preservation thereof, and the sums so paid shall bear interest from date at the rate provided for in the principal indebtedness, shall be payable thirty (30) days after demand, and shall be fully secured by this Deed of Trust.

8. He will continuously maintain hazard insurance, of such type or types and amounts as Beneficiary may from time to time require, on the improvements now or hereafter on said premises, and except when payment for all such premiums has theretofore been made under (a) of paragraph 2 hereof, he will pay promptly when due any premiums therefor. All insurance shall be carried in companies approved by the Beneficiary and the policies and renewals thereof shall be held by the Beneficiary and have attached thereto loss payable clauses in favor of and in form acceptable to the Beneficiary. In event of loss the Grantor will give immediate notice by mail to the Beneficiary, who may make proof of loss if not made promptly by the Grantor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Beneficiary instead of to the Grantor and the Beneficiary jointly, and the insurance proceeds, or any part thereof, may be applied by the Beneficiary at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this Deed of Trust, or other transfer of title to the said premises in extinguishment of the indebtedness secured hereby, all right, title, and interest of the Grantor in and to any insurance policies then in force shall pass to the purchaser or grantee.

9. He will pay all taxes, assessments, water rates, and other governmental or municipal charges, fines, or impositions, except when payment for all such items has theretofore been made under (a) of paragraph 2 hereof, and shall promptly deliver the official receipts therefor to the Beneficiary; and in default of such payment by the Grantor, the Beneficiary may pay the same, and any amount so paid by the Beneficiary shall then be added to the principal debt named herein and shall be secured hereby.

If the Grantor shall well and truly keep and perform all the covenants and agreements in this Deed of Trust, and in the note hereby secured and well and truly pay off and discharge the said note and other indebtedness secured hereby, then this conveyance shall be null and void, but otherwise shall remain in full force and effect and at the request of the Beneficiary, the said Trustee, or any successor appointed in his stead, shall sell the premises covered hereby at public auction for cash to the highest and best bidder, during legal hours, at any front door of the county courthouse of *DESOTO* County, State of Mississippi, after giving notice, by advertising and posting as required by law, of the time, place, and terms of sale, and out of the proceeds arising from such sale, the said Trustee, or any successor, shall first pay all the costs and expenses of executing this Trust, including a reasonable compensation of said Trustee; next, said Trustee shall pay the balance of the indebtedness hereby secured then remaining unpaid; next, said Trustee shall reimburse the Veterans Administration for any sums paid by it on account of the guaranty or insurance of the indebtedness secured hereby; and lastly, any balance remaining in the hands of said Trustee shall be paid to the Grantor. The Beneficiary, or any subsequent holder of the note is hereby authorized and empowered to appoint and substitute another Trustee in the place of the Trustee named herein, at any time, by writing, duly signed and acknowledged and recorded in the county or counties where the premises covered hereby are situate, and such appointee shall have full power as the Trustee herein, together with all the rights and privileges thereunto belonging. If the holder of the note is a corporation, its president or any vice president may select and appoint such substituted Trustee. No one exercise of this power of appointment, power of sale, or any other power or right given in this Deed of Trust shall exhaust the right to exercise such power, but all rights and powers herein given may be exercised as often as may be necessary to achieve the perfect security and the collection of the indebtedness secured by this Deed of Trust until said indebtedness is fully paid and discharged. At any sale made to enforce the Trust herein given, the Beneficiary, or any person in interest, may become a purchaser, and upon payment of the purchase price, the Trustee shall execute a deed of conveyance, which conveyance shall vest full and perfect title in such purchaser upon payment of the purchase price.

The Grantor hereby assigns to the Beneficiary any and all rents on the premises covered hereby and authorizes the Beneficiary, by its agent, to take possession of said premises at any time there is any default in the

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payment of the debt hereby secured or in the performance of any obligation herein contained, and rent the same for the account of the Grantor, and to deduct from such rents all costs of collection and administration and to apply the remainder of the same on the debt hereby secured.

The Grantor further covenants and agrees that in case of a sale, as hereinabove provided, the Grantor or any person in possession under the Grantor, shall then become and be tenants holding over and shall forthwith deliver possession to the purchaser at such sale, or be summarily dispossessed in accordance with the provisions of law applicable to tenants holding over.

If the indebtedness secured hereby be guaranteed or insured under Title 38, United States Code, such Title and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Title or Regulations are hereby amended to conform thereto.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, the use of any gender shall be applicable to all genders, and the term "Beneficiary" shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

IN WITNESS WHEREOF, the Grantor(s) has hereunto set HIS hand(s) the day and year herein first written above.

Jessie A. Johnson
JESSIE A. JOHNSON

Jo Ann Johnson
JO ANN JOHNSON

STATE OF ~~MISSISSIPPI~~, TENNESSEE
COUNTY OF SHELBY } ss:

Personally appeared before me Albert J Lehman, the undersigned Notary public and in and for said County, the within named JESSIE A. JOHNSON and JO ANN JOHNSON, his wife, who acknowledged that THEY signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and seal this 2nd day of OCTOBER, 1975.

Albert J Lehman

My Commission Expires Sept. 11, 1978

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 2 o'clock
45 minutes P. M. 6 day of Oct. 1975, and that the same has been
recorded in Book 191 Page 499 records of REAL ESTATE TRUST DEEDS
of said County.
Witness my hand and seal this the 7 day of Oct. 1975.

Fees $ 5.50 pd. SEAL H. W. Ferguson, CLERK

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CANCELLED BY AUTHORITY, RECORD[illegible] BOOK
436 PAGE 498
THIS 20th DAY OF Jan. 19 88
W. E. Davis, Chancery Clerk
by D. Taylor, D.C.

Assignment of this Instrument Recorded in
Real Estate T D Book
No. 241 Page 353
This the 19 day of April 19 79
H. D. Ferguson Clerk

Assignment of this Instrument Recorded in
Real Estate T D Book
No. 192 Page 171
This the 21 day of Oct 19 75
H. D. Ferguson Clerk

PREPARED BY
MORRIS WHITMAN, ATTY.
4041 Knight Arnold Road
Memphis, Tenn. 38118

VA Form 26-6322 (Home Loan)
Revised December 1968. Use Optional. Section 1810, Title 38, U.S.C. Acceptable to Federal National Mortgage Association.

MISSISSIPPI

DEED OF TRUST

D-24985-SR

THIS DEED OF TRUST, made and entered into this 23rd day of SEPTEMBER, 19 75, by and between

IRA BURTON HARMON, JR. AND WIFE, FRANCES HARMON

, 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 683, SECTION B, SOUTH ½, AND SECTION EAST OF COW PEN CREEK, DESOTO VILLAGE SUBDIVISION, AS SHOWN ON PLAT OF RECORD IN PLAT BOOK 8, pages 16-21, IN SECTION 33, TOWNSHIP 1 SOUTH, RANGE 8 WEST, IN THE OFFICE OF THE CHANCERY CLERK OF DESOTO COUNTY, MISSISSIPPI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Beginning at a point in the north line of Fair Meadow Drive, said point of beginning being the southwest corner of lot 651; thence northwestwardly 90.04 feet with the west line of lot 651 to a point in the south line of lot 682; thence southwestwardly 112.72 feet with the south line of lot 682 to a point in the east line of Forest Glen Drive; thence southeastwardly 70.0 feet with the east line of Forest Glen Drive to a point of curvature to the left with an internal radius of 20 feet; thence 31.42 feet following said curvature to the left to a point of tangency with the north lineof Fair Meadow Drive; thence northeastwardly 91.80 feet with the north line of Fair Meadow Drive to the point of beginning, AS PER SURVEY BY ACME ENGINEERING SERVICE DATED AUGUST 22, 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 would normally become eligible for such guaranty, the mortgagee herein may, at its option, declare all sums secured by this mortgage immediately due and payable. The mortgagor covenants and agrees that so long as this mortgage and the said note secured hereby are guaranteed under the provisions of the Servicemen's Readjustment Act, he will not execute or file for record any instrument which imposes a restriction upon the sale or occupancy of the mortgaged property on the basis of race, color or creed. Upon any violation of this undertaking, the mortgagee herein may, at its option, declare the unpaid balance of the debt secured hereby immediately due and payable.

together with all buildings and improvements thereon or that may hereafter be erected thereon and the hereditaments and appurtenances and all other rights thereunto belonging, or in anywise now or hereafter appertaining, and the reversion and reversions, remainder or remainders, rents, issues, and profits thereof, and all rights of homestead, and all fixtures now or hereafter attached to or used in connection with the premises herein described and in addition thereto the following described household appliances, which are, and shall be deemed to be, fixtures and a part of the realty, and are a portion of the security of the indebtedness herein mentioned;

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To HAVE AND TO HOLD the same unto the Trustee and unto his successors and assigns, forever.

IN TRUST, HOWEVER, to secure to the Beneficiary named above, the payment of a certain promissory note of even date herewith in the principal sum of *TWENTY TWO THOUSAND FIVE HUNDRED FIFTY & NO/100* Dollars (*$22,550.00---*), with interest from date at the rate of *SEVEN AND 3/4-------* per centum (*7-3/4%*) per annum on the balance remaining from time to time unpaid; principal and interest being payable at the office of *NATIONAL MORTGAGE COMPANY, 4041 KNIGHT ARNOLD ROAD* in *MEMPHIS, TENNESSEE* , or at such other place as the holder may designate, in writing delivered or mailed to the Grantor, in monthly installments of *ONE HUNDRED SIXTY ONE &68/100* Dollars (*$ 161.68---*), commencing on the first day of *NOVEMBER* , *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 *OCTOBER* , *2005*.

The Grantor, in order more fully to protect the security of this Deed of Trust, does hereby covenant and agree as follows:

1. He will pay all and singular the principal and interest and other sums of money payable by virtue of the note secured hereby and of this lien, at the times and in the manner in said note and hereinafter provided. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one hundred dollars ($100.00), whichever is less.

2. Together with and in addition to the monthly payments of principal and interest payable under the terms of the note secured hereby, he will pay to the Beneficiary as trustee (under the terms of this trust as herein stated), on the first day of each month until the note is fully paid:

(a) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable to renew the policies of fire and other hazard insurance on the premises covered by this Deed of Trust, plus taxes and assessments next due on these premises (all as estimated by the Beneficiary, and of which Grantor is notified) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by the Beneficiary in trust to pay said ground rents, premiums, taxes, and special assessments.

(b) The aggregate of the amounts payable pursuant to subparagraph (a) and those payable on the note secured hereby, shall be paid in a single payment each month, to be applied to the following items in the order stated:

(I) ground rents, if any, taxes, special assessments, fire and other hazard insurance premiums;
(II) interest on the note secured hereby; and
(III) amortization of the principal of said note.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Grantor prior to the due date of the next such payment, constitute an event of default under this Deed of Trust. At Beneficiary's option, Grantor will pay a "late charge" not exceeding four per centum (4%) of any installment when paid more than fifteen (15) days after the due date thereof to cover the extra expense involved in handling delinquent payments, but such "late charge" shall not be payable out of the proceeds of any sale made to satisfy the indebtedness secured hereby, unless such proceeds are sufficient to discharge the entire indebtedness and all proper costs and expenses secured thereby.

3. If the total of the payments made by the Grantor under (a) of paragraph 2 preceding shall exceed the amount of payments actually made by the Beneficiary as trustee for ground rents, taxes, or assessments, or insurance premiums, as the case may be, such excess shall be credited on subsequent payments to be made by the Grantor for such items or, at Beneficiaries option as trustee, shall be refunded to Grantor. If, however, such monthly payments shall not be sufficient to pay such items when the same shall become due and payable, then the Grantor shall pay to the Beneficiary as trustee any amount necessary to make up the deficiency. Such payments shall be made within thirty (30) days after written notice from the Beneficiary stating the amount of the deficiency, which notice may be given by mail. If at any time the Grantor shall tender to the Beneficiary, in accordance with the provisions thereof, the full payment of the entire indebtedness represented thereby, the Beneficiary shall as trustee, in computing the amount of such indebtedness, credit to the account of the Grantor any credit balance remaining under the provisions of (a) of paragraph 2 hereof. If there shall be a default under any of the provisions of this Deed of Trust resulting in a public sale of the premises covered hereby or if the Beneficiary acquires the property otherwise after default, the Beneficiary shall apply,

as trustee at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the amount then remaining to credit of Grantor under (a) of paragraph 2 preceding, as a credit on the interest accrued and unpaid and the balance to the principal then remaining unpaid on the note secured hereby.

4. The lien of this instrument shall remain in full force and effect during any postponement or extension of the time of payment of the indebtedness or any part thereof secured hereby.

5. He will pay all and singular the costs, charges and expenses, including reasonable attorney's fees incurred by Beneficiary because of the failure on the part of the Grantor to conform and comply with his obligations and duties under the term of the note secured hereby and of this Deed of Trust; and if such failure results in a sale under a foreclosure hereof, said fee shall be ---TEN--- per centum (10--%) of the total indebtedness as of the date of sale.

6. Upon the request of the Beneficiary the Grantor shall execute and deliver a supplemental note or notes for the sum or sums advanced by the Beneficiary for the alteration, modernization, improvement, maintenance, or repair of said premises, for taxes or assessments against the same and for any other purpose authorized hereunder. Said note or notes shall be secured hereby on a parity with and as fully as if the advance evidenced thereby were included in the note first described above. Said supplemental note or notes shall bear interest at the rate provided for in the principal indebtedness and shall be payable in approximately equal monthly payments for such period as may be agreed upon by the creditor and debtor. Failing to agree on the maturity, the whole of the sum or sums so advanced shall be due and payable thirty (30) days after demand by the creditor. In no event shall the maturity extend beyond the ultimate maturity of the note first described above.

7. He will not commit, permit, or suffer waste, impairment, or deterioration of said property or any part thereof, and in the event of the failure of the Grantor to keep the buildings and other improvements now or hereafter on said premises in good repair, the Beneficiary may make such repairs as may reasonably be deemed necessary for the proper preservation thereof, and the sums so paid shall bear interest from date at the rate provided for in the principal indebtedness, shall be payable thirty (30) days after demand, and shall be fully secured by this Deed of Trust.

8. He will continuously maintain hazard insurance, of such type or types and amounts as Beneficiary may from time to time require, on the improvements now or hereafter on said premises, and except when payment for all such premiums has theretofore been made under (a) of paragraph 2 hereof, he will pay promptly when due any premiums therefor. All insurance shall be carried in companies approved by the Beneficiary and the policies and renewals thereof shall be held by the Beneficiary and have attached thereto loss payable clauses in favor of and in form acceptable to the Beneficiary. In event of loss the Grantor will give immediate notice by mail to the Beneficiary, who may make proof of loss if not made promptly by the Grantor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Beneficiary instead of to the Grantor and the Beneficiary jointly, and the insurance proceeds, or any part thereof, may be applied by the Beneficiary at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this Deed of Trust, or other transfer of title to the said premises in extinguishment of the indebtedness secured hereby, all right, title, and interest of the Grantor in and to any insurance policies then in force shall pass to the purchaser or grantee.

9. He will pay all taxes, assessments, water rates, and other governmental or municipal charges, fines, or impositions, except when payment for all such items has theretofore been made under (a) of paragraph 2 hereof, and shall promptly deliver the official receipts therefor to the Beneficiary; and in default of such payment by the Grantor, the Beneficiary may pay the same, and any amount so paid by the Beneficiary shall then be added to the principal debt named herein and shall be secured hereby.

If the Grantor shall well and truly keep and perform all the covenants and agreements in this Deed of Trust, and in the note hereby secured and well and truly pay off and discharge the said note and other indebtedness secured hereby, then this conveyance shall be null and void, but otherwise shall remain in full force and effect and at the request of the Beneficiary, the said Trustee, or any successor appointed in his stead, shall sell the premises covered hereby at public auction for cash to the highest and best bidder, during legal hours, at any front door of the county courthouse of DESOTO County, State of Mississippi, after giving notice, by advertising and posting as required by law, of the time, place, and terms of sale, and out of the proceeds arising from such sale, the said Trustee, or any successor, shall first pay all the costs and expenses of executing this Trust, including a reasonable compensation of said Trustee; next, said Trustee shall pay the balance of the indebtedness hereby secured then remaining unpaid; next, said Trustee shall reimburse the Veterans Administration for any sums paid by it on account of the guaranty or insurance of the indebtedness secured hereby; and lastly, any balance remaining in the hands of said Trustee shall be paid to the Grantor. The Beneficiary, or any subsequent holder of the note is hereby authorized and empowered to appoint and substitute another Trustee in the place of the Trustee named herein, at any time, by writing, duly signed and acknowledged and recorded in the county or counties where the premises covered hereby are situate, and such appointee shall have full power as the Trustee herein, together with all the rights and privileges thereunto belonging. If the holder of the note is a corporation, its president or any vice president may select and appoint such substituted Trustee. No one exercise of this power of appointment, power of sale, or any other power or right given in this Deed of Trust shall exhaust the right to exercise such power, but all rights and powers herein given may be exercised as often as may be necessary to achieve the perfect security and the collection of the indebtedness secured by this Deed of Trust until said indebtedness is fully paid and discharged. At any sale made to enforce the Trust herein given, the Beneficiary, or any person in interest, may become a purchaser, and upon payment of the purchase price, the Trustee shall execute a deed of conveyance, which conveyance shall vest full and perfect title in such purchaser upon payment of the purchase price.

The Grantor hereby assigns to the Beneficiary any and all rents on the premises covered hereby and authorizes the Beneficiary, by its agent, to take possession of said premises at any time there is any default in the

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payment of the debt hereby secured or in the performance of any obligation herein contained, and rent the same for the account of the Grantor, and to deduct from such rents all costs of collection and administration and to apply the remainder of the same on the debt hereby secured.

The Grantor further covenants and agrees that in case of a sale, as hereinabove provided, the Grantor or any person in possession under the Grantor, shall then become and be tenants holding over and shall forthwith deliver possession to the purchaser at such sale, or be summarily dispossessed in accordance with the provisions of law applicable to tenants holding over.

If the indebtedness secured hereby be guaranteed or insured under Title 38, United States Code, such Title and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Title or Regulations are hereby amended to conform thereto.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, the use of any gender shall be applicable to all genders, and the term "Beneficiary" shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

IN WITNESS WHEREOF, the Grantor(s) has hereunto set HIS hand(s) the day and year herein first written above.

Ira Burton Harmon

IRA BURTON HARMON, JR.

Frances Harmon

FRANCES HARMON

STATE OF ~~MISSISSIPPI~~ TENNESSEE
COUNTY OF SHELBY } ss:

Personally appeared before me M. Val Jean, the undersigned Notary public in and for said County, the within named IRA BURTON HARMON, JR. and FRANCES HARMON, his wife, who acknowledged that THEY signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and seal this 23rd day of SEPTEMBER, 1975.

My Commission Expires June 11, 1979

M. Val Jean

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 2 o'clock 45 minutes P M. 6 day of October 1975, and that the same has been recorded in Book 141 Page 503 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 7 day of October 1975.
Fees $ 5.50 pd.

SEAL H. P. Ferguson, CLERK

PREPARED BY:
SIDNEY M. KATZ, ATTY.
4041 KNIGHT-ARNOLD ROAD
MEMPHIS, TENN. 38118

MISSISSIPPI
ASSIGNMENT OF DEED OF TRUST

For valuable consideration, the receipt of which is acknowledged, the undersigned does hereby sell, transfer and assign unto GOVERNMENT NATIONAL MORTGAGE ASSOCIATION, that certain Deed of Trust executed by Nick Charles Harris and wife, Carol R. Harris, to DELTA TITLE COMPANY, Trustee, for the benefit of National Mortgage Company, a Tennessee Corporation, dated September 11, 1975, securing a note in the sum of $ 27,050.00, recorded in Book 191, Page 97, of the office of the Chancery Clerk of DeSoto County, Mississippi, together with the indebtedness secured thereby.

The undersigned as Beneficiary warrants that it is the legal owner of the above described indebtedness and is capable of conveying title to same.

The undersigned covenants that the original Note secured by said Deed of Trust and assigned by this instrument is in the principal amount of $ 27,050.00, plus interest at the rate of 7-3/4 % per annum, the first monthly installment being due the first day of October, 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 30th day of September, 1975.

NATIONAL MORTGAGE COMPANY

Sidney M. Katz
Senior Vice President

ATTEST:

Marvin J. Loskove
Assistant Secretary

STATE OF TENNESSEE
COUNTY OF SHELBY

Before me the undersigned, a Notary Public in and for the aforesaid County and State, personally appeared the within named Sidney M. Katz and Marvin J. Loskove who acknowledged that they, as Senior Vice President and Assistant Secretary respectively, of and for and on behalf and by authority of National Mortgage Company, a corporation organized and existing under the laws of the State of Tennessee, signed the above foregoing instrument and affixed the corporate seal of said corporation herewith and delivered said instrument on the day and year therein mentioned.

GIVEN UNDER MY HAND and seal of office, this the 30th day of September, 1975.

Elizabeth Wansley
NOTARY PUBLIC

My Commission expires Aug. 17, 1976

2171/226

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 2 o'clock 45 minutes P M. 6 day of October 1975, and that the same has been recorded in Book 191 Page 507 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 7 day of October 1975.

Fees $ 2.50 pd.

SEAL H. P. Ferguson, CLERK

508

Paid, Satisfied and Cancelled
This 12 of Oct 1977
Attest H. G. Ferguson D.C.
Chancery Clerk

DEED OF TRUST

THIS INDENTURE, made this 19th day of ~~July~~ Sept. 1975
between ROBERT L. ANDERSON and wife, SANDRA K. ANDERSON
of the first part, and Delores McAfee
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 $600.00
SIX HUNDRED AND NO/100----------DOLLARS
evidenced by a promissory Note of even date, being payable at $27.42 per month for a period of 24 consecutive months.

and parties of the first part having agreed to secure the prompt payment of the same when due: Therefore, in consideration of the premises, and of the sum of One Dollar to the parties of the first part paid by Lee V. Hamberlin, Trustee, the parties of the first part have this day granted, bargained and sold to the said Trustee the following described property, located in the County of DeSoto and state of Mississippi, viz:

Lot 494, Section "B", in DeSoto Village Subdivision on Section 34, Township 1 South, Range 8 West, as shown by plat of record in Plat Book 8, Pages 16 thru 21, in the Office of the Chancery Clerk of said DeSoto County, Mississippi.

This is a second mortgage Deed of Trust on property located at 7244 Devon Circle, Horn Lake, Miss.

Should the Trustee at any time believe said property, or any part thereof, endangered as a security for said debt, he may then forthwith take posession of said property and sell the same as herein directed. Should the parties of the first part promptly pay the above stated indebtedness on or before ~~xxx~~ as herein provided, then this instrument to be void; but in default thereof the said Trustee shall take possession of said property, and after giving notice of the time, place and terms of sale, by advertisement according to law in DeSoto County, shall sell the same at public auction to the highest bidder for cash, at such time and place as he shall designate in said advertisement. The proceeds of said sale shall be applied to the payment of said indebtedness and all costs incurred herein; and if there be a surplus, such surplus shall be refunded to the parties of the first part. In case of failure or inability on the part of said Trustee to execute the trust herein confided, the party of the second part, her assigns or legal representatives, can at any time appoint a Trustee to act in his stead.

WITNESS our signatures, the date written above.

Robert L. Anderson

Sandra K. Anderson

* *

STATE OF Mississippi, DeSoto COUNTY,
Personally appeared before me, A NOTARY PUBLIC of said County, the within named ROBERT L. ANDERSON and wife, SANDRA K. ANDERSON who acknowledged that they signed and delivered the foregoing Deed of Trust on the day and year therein mentioned.
Given under hand and official seal this 19th day of July, 1975.

D. Russell [illegible]
Notary Public

My Commission Expires:
My Commission Expires Nov. 4, 1977

Property Address: 7244 Devon Circle
Horn Lake, Miss.

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 9 o'clock 35 minutes A M. 7 day of October 1975, and that the same has been recorded in Book 191 Page 508 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 7 day of October 1975.

2.50

H. G. Ferguson, CLERK

RELEASE OF DEED OF TRUST

The undersigned, as owner and holder of that certain note evidenced by a deed of trust, executed by GARY W. BURT and wife, DONNA L. BURT to Delores McAfee and Mary Jo Perkins, Beneficiary, dated the 21st day of November, 19 75., recorded at Trust Deed Book 181, Page 608 in the Chancery Court Clerk's Office of DeSoto County, Mississippi, for and in consideration of $1.00 and payment in full of the entire indebtedness, does hereby release the said GARY W. BURT and wife, DONNA L. BURT from all obligations of said deed of trust and hereby cancels the same.

The Chancery Court Clerk of said County is hereby authorized and directed to make proper marginal notation of this release on said deed of trust.

This the 31st day of July, 1975.

Delores McAfee

Mary Jo Perkins

STATE OF Tenn
COUNTY OF Shelby

This day personally appeared before me, the undersigned authority in and for the said county and state, the within named DELORES McAFEE and MARY JO PERKINS, who acknowledged that they signed and delivered the above and foregoing Instrument on the day and date therein mentioned as their free act and deed and for the purposes therein expressed.

Given under my hand and official seal this 31st day of July, 1975

Notary Public

My Commission Expires: 2/27/79

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 9 o'clock 35 minutes A M. 7 day of October 1975, and that the same has been recorded in Book 191 Page 509 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 7 day of October 1975.

Fees $2.50 pd.

SEAL H. L. Ferguson, CLERK

510

This instrument was prepared by
Tommy Remar, 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~~ De Soto 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
Robert G. Tucker & wife Mary L. Tucker	5/14/71	Book 129 Page 307	Lot 455 Southaven Subdivision Section B Located in Section 23 Township 1 South Range 8 West, Desoto Miss. as recorded on Pages 14, 15 & 16 of Plat Book 2 Chancery Clerk Office, DeSoto County Court Building, Hernando, Miss.

NOW, THEREFORE, in consideration of the premises the undersigned Commercial and 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 and 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 and 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 September 19 75

Commercial & Industrial Bank
G.H. Christian, Asst Vice President

STATE OF TENNESSEE
COUNTY OF SHELBY

On this _____ day of _____ 19____, before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared _____ to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as _____ free act and deed.

WITNESS my hand and Notarial Seal at office the day and year above written.

_____
Notary Public

My commission expires _____ day of _____ 19____

STATE OF TENNESSEE
COUNTY OF SHELBY

Before me, a Notary Public in and for said State and County duly commissioned and qualified, personally appeared G.H. Christian with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the Asst. Vice President of the Commercial & Industrial Bank 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 11th day of September 19 75

My commission expires 3rd day of Sept. 19 79 — C. C. Cuny — Notary Public

* Do not write below this line - FOR REGISTERS USE ONLY *

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 9 o'clock 35 minutes A M. 7 day of October 1975, and that the same has been recorded in Book 141 Page 510 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 7 day of October 1975.

Fees $ 2.50 pd.

SEAL H. P. Ferguson, CLERK

Subordination Agreement

~~Assignment~~ of this Instrument Recorded in Deed Book T1D

No 202 Page 247

This the 19 day of July 1976

W. D. Ferguson Clerk

This Indenture, made by and between Henry F. Robison and wife, Elizabeth D. Robison

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:

Approximately 14.2 acres owned by H. F. Robison in Section 18, Township 3, Range 7, as shown by the attached plat and being part of the land conveyed to H. F. Robison by L. G. Turner in Deed Book 43, Page 132, as recorded in the office of the Chancery Clerk of DeSoto County, Mississippi.

This conveyance is made in trust, however, to secure the payment of $40,000.00, evidenced by the following promissory notes of even date herewith:

One principal note of even date for FORTY THOUSAND AND NO/100 Dollars ($40,000.00) payable to COMMERCIAL AND INDUSTRIAL BANK on demand with interest at the maximum legal rate per annum from date.

and any further sums which the party of the third part, or any holder or holders of the notes hereby secured may advance to take care of taxes, insurance, or prior encumbrances on the above described real estate, or any part thereof.

The party of the first part agrees to keep all of the taxes and special assessments on the above described land paid, and if he fails 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 sums due on account of insurance as provided herein, then all of the indebtedness secured hereby shall, at the option of the holder or holders of said notes, become due and payable, and the party of the first part hereby authorizes and fully empowers said trustee, or any successor in trust, upon any such default to proceed to sell the property hereinabove described to pay the amount then due hereunder. The sale of said real estate shall be made at the front door of any Court House in the County where any of said real estate is situated at the time of the sale, within legal hours, at public outcry to the highest bidder for cash, after the acting trustee has given notice of the time, place and terms of said sale according to the laws of the State of Mississippi governing sales of lands under trust deeds in force at the time the publication of said notice is begun. The acting trustee may sell said property without taking possession of the same, and is authorized to appoint an agent and auctioneer to make such sale in his absence, which sale shall be as valid as if made by said trustee.

From the proceeds of said sale the acting trustee shall first pay the cost of executing this trust, including a reasonable fee for himself and his attorney; then he shall pay any sums advanced by the party of the third part on account of taxes or insurance on said property; then he shall pay any balance of principal and interest which shall be due on the indebtedness secured hereby; and if any balance then remains in his hands he shall pay the same to the party of the first part, his heirs or assigns.

The party of the third part, or any holder of the above described notes, may at any time appoint another Trustee in the place and stead of the party of the second part, or any successor or successors in trust.

If more than one person joins in this instrument as party of the first part, it is agreed that whenever the words "party of the first part" occur they are to read as if written "parties of the first part."

Witness the signature of the party of the first part, on this the 31 day of January, 1975

Henry F. Robison

Elizabeth D. Robison

CANCELLED BY AUTHORITY RECORDED

210 PAGE 726

THIS 27 DAY OF April 19 77

H. D. Ferguson

CHANCERY CLERK

512

STATE OF Tennessee
COUNTY OF Shelby } ss.

Personally appeared before me, the undersigned Notary Public, in and for the State and County aforesaid, the within named

Henry F. Robison and Elizabeth D. Robison

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 7th day of October, 1975

Notary Public

(illegible)

Diamond Offices
3 North Main Building
P.O. Box 3273
Memphis, Tennessee 38103
Phone (901) 525-4343

ED

...nd wife, ...

...eon

...Trustee

...rst Bank

...m.

...Clerk

...o Recorder for the ...reby certify that the ...ed for record in my ...

...M., and has been ...

Record ...

...eal, this ... 19...

Clerk.

...only guaranteed ...tate title losses.

MTC form 0017

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 9 o'clock
35 minutes A M. 7 day of October 1975, and that the same has been
recorded in Book 191 Page 511 records of REAL ESTATE TRUST DEEDS
of said County.
Witness my hand and seal this the 7 day of October 1975.

Fees $ 3.00 pd.

SEAL H. D. Ferguson, CLERK

This instrument was prepared by
Tommy Ramer, 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~~ DeSoto 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	7/26/75	Book 178 Page 31	Lot 302, Section B, Southaven Subdivision in Section 23, Township 1 South, Range 8 West as shown on the revised plat of said sub. recorded in Plat Book 2 Pages 14, 15 & 16, in the office of Chancery Clerk of DeSoto, Mississippi.

NOW, THEREFORE, in consideration of the premises the undersigned Commercial and 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 and 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 and 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 September 19 75

Commercial & Industrial Bank
G.H. Christian
G.H. Christian Asst. Vice President

STATE OF TENNESSEE
COUNTY OF SHELBY

On this _____ day of _____, 19____, before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared _____ to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as _____ free act and deed.

WITNESS my hand and Notarial Seal at office the day and year above written.

_____
Notary Public

My commission expires _____ day of _____ 19____

STATE OF TENNESSEE
COUNTY OF ~~SHELBY~~ 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 Commercial & Industrial Bank 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 18th day of September 1975.

G. G. Courey
Notary Public

My commission expires 3rd day of September, 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 9 o'clock 35 minutes A M. 7 day of October 1975, and that the same has been recorded in Book 191 Page 513 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 7 day of October 1975.

Fees $ 2.50 pd.

SEAL H. D. Ferguson, CLERK

514

F-1915

RELEASE OF DEED OF TRUST

STATE OF LOUISIANA
PARISH OF ORLEANS

Loan No. 206074

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 John T. Crews and Katherine E. Crews, Husband and Wife on October 19th, 19 71, to secure an indebtedness to The Federal Land Bank of New Orleans in the principal sum of $ 42,400.00, which said deed of trust is of record in Deed of Trust Book 135, Page 257, of the records in your office.

Witness the corporate signature and seal of The Federal Land Bank of New Orleans on this the 30th day of September, 19 75.

THE FEDERAL LAND BANK OF NEW ORLEANS

(SEAL)

By: Lester L Jeansonne Jr
Its Treasurer

ATTEST:

By: James L. Dailey
Its: ~~Secretary~~
(Assistant Secretary

STATE OF LOUISIANA
PARISH OF ORLEANS

Before me, the undersigned Notary Public in and for the Parish and State aforesaid, this day personally appeared Lester L. Jeansonne, Jr. and James L. Dailey who acknowledged that as Treasurer and Assistant Secretary respectively, of, for and on behalf of and by authority of The Federal Land Bank of New Orleans, a corporation, they signed, sealed and delivered the foregoing instrument on the date thereof as the act of said corporation.

Given under my hand and official seal on this the 30th day of September, 19 75.

CLAUDE R. SMITH NOTARY SEAL PUBLIC STATE OF LOUISIANA

(SEAL)

Elaine Smith
Notary Public

My commission expires at death.

* * * * * * * * * * * * * * *

CERTIFICATE OF CLERK

STATE OF MISSISSIPPI
COUNTY OF DeSoto

I hereby certify that this instrument was filed for record in my office at 9:35 o'clock A. M. on the 7 day of October 1975 and duly

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 9 o'clock 35 minutes A M. 7 day of October 1975, and that the same has been recorded in Book 191 Page 514 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 7 day of October 1975.

Fees $ 2.50 pd.

SEAL H. D. Ferguson, CLERK

515

Assignment of this Instrument recorded in Real Estate T D Book 193 Page 385 This the 24 day of Nov 19 75
W. E. Harris Clerk

Assignment of Real Estate T D Book No. 193 Page 22 This the 10 day of Dec 1975
W. E. Harris Clerk

VA Form 26-6321 (Home Loan) Revised January 1974. Use Optional. Section 1810, Title 38, U.S.C. Acceptable to Federal National Mortgage Association.

MISSISSIPPI

DEED OF TRUST

THIS DEED OF TRUST, made and entered into this 12th day of September, 19 75, by and between

DAVID M. BARGERY and wife, ANGELA L. BARGERY,

, 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 3050, Section O, in Southaven West Subdivision on Section 26, Township 1 South, Range 8 West, as shown by the plat recorded in Plat Book 5, Pages 12 and 13, in the office of the Chancery Clerk of said County.

The funds derived from the indebtedness secured by this Deed of Trust have been used entirely to pay all or a part of the purchase price of the above described property.

The Grantors covenant and agree that so long as this Deed of Trust and the note secured hereby are guaranteed under the Servicemen's Readjustment Act, or insured under the provisions of the National Housing Act, they will not execute or file for record any instrument which imposes a restriction upon the sale or occupancy of the subject property on the basis of race, 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.

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

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 706 PAGE 230
THIS 16th DAY OF May, 19 94
W. E. Harris
CHANCERY CLERK
by D. Starkey D.C.

516

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 (1/12) 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 accelation, 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.

In Trust, However, to secure to the Beneficiary named above, the payment of a certain promissory note of even date herewith in the principal sum of Twenty Six Thousand and 00/100 ------ Dollars ($ 26,000.00), with interest from date at the rate of nine per centum (9 %) per annum on the balance remaining from time to time unpaid; principal and interest being payable at the office of 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 Nine and 30/100 Dollars ($ 209.30), commencing on the first day of November , 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 October , ⊠ 2005.

The Grantor, in order more fully to protect the security of this Deed of Trust, does hereby covenant and agree as follows:

1. He will pay all and singular the principal and interest and other sums of money payable by virtue of the note secured hereby and of this lien, at the times and in the manner in said note and hereinafter provided. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one hundred dollars ($100.00), whichever is less. Prepayment in full shall be credited on the date received. Partial prepayment, other than on an installment due date, need not be credited until the next following installment due date or thirty days after such prepayment, whichever is earlier.

2. Together with and in addition to the monthly payments of principal and interest payable under the terms of the note secured hereby, he will pay to the Beneficiary as trustee (under the terms of this trust as herein stated), on the first day of each month until the note is fully paid:

(a) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable to renew the policies of fire and other hazard insurance on the premises covered by this Deed of Trust, plus taxes and assessments next due on these premises (all as estimated by the Beneficiary, and of which Grantor is notified) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by the Beneficiary in trust to pay said ground rents, premiums, taxes, and special assessments.

(b) The aggregate of the amounts payable pursuant to subparagraph (a) and those payable on the note secured hereby, shall be paid in a single payment each month, to be applied to the following items in the order stated:

(I) ground rents, if any, taxes, special assessments, fire and other hazard insurance premiums;
(II) interest on the note secured hereby; and
(III) amortization of the principal of said note.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Grantor prior to the due date of the next such payment, constitute an event of default under this Deed of Trust. At Beneficiary's option, Grantor will pay a "late charge" not exceeding four per centum (4%) of any installment when paid more than fifteen (15) days after the due date thereof to cover the extra expense involved in handling delinquent payments, but such "late charge" shall not be payable out of the proceeds of any sale made to satisfy the indebtedness secured hereby, unless such proceeds are sufficient to discharge the entire indebtedness and all proper costs and expenses secured thereby.

3. If the total of the payments made by the Grantor under (a) of paragraph 2 preceding shall exceed the amount of payments actually made by the Beneficiary as trustee for ground rents, taxes, or assessments, or insurance premiums, as the case may be, such excess shall be credited on subsequent payments to be made by the Grantor for such items or, at Beneficiaries option as trustee, shall be refunded to Grantor. If, however, such monthly payments shall not be sufficient to pay such items when the same shall become due and payable, then the Grantor shall pay to the Beneficiary as trustee any amount necessary to make up the deficiency. Such payments shall be made within thirty (30) days after written notice from the Beneficiary stating the amount of the deficiency, which notice may be given by mail. If at any time the Grantor shall tender to the Beneficiary, in accordance with the provisions thereof, the full payment of the entire indebtedness represented thereby, the Beneficiary shall as trustee, in computing the amount of such indebtedness, credit to the account of the Grantor any credit balance remaining under the provisions of (a) of paragraph 2 hereof. If there shall be a default under any of the provisions of this Deed of Trust resulting in a public sale of the premises covered hereby or if the Beneficiary acquires the property otherwise after default, the Beneficiary shall apply,

as trustee at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the amount then remaining to credit of Grantor under (a) of paragraph 2 preceding, as a credit on the interest accrued and unpaid and the balance to the principal then remaining unpaid on the note secured hereby.

4. The lien of this instrument shall remain in full force and effect during any postponement or extension of the time of payment of the indebtedness or any part thereof secured hereby.

5. He will pay all and singular the costs, charges and expenses, including reasonable attorney's fees incurred by Beneficiary because of the failure on the part of the Grantor to conform and comply with his obligations and duties under the term of the note secured hereby and of this Deed of Trust; and if such failure results in a sale under a foreclosure hereof, said fee shall be ten per centum (10 %) of the total indebtedness as of the date of sale.

6. Upon the request of the Beneficiary the Grantor shall execute and deliver a supplemental note or notes for the sum or sums advanced by the Beneficiary for the alteration, modernization, improvement, maintenance, or repair of said premises, for taxes or assessments against the same and for any other purpose authorized hereunder. Said note or notes shall be secured hereby on a parity with and as fully as if the advance evidenced thereby were included in the note first described above. Said supplemental note or notes shall bear interest at the rate provided for in the principal indebtedness and shall be payable in approximately equal monthly payments for such period as may be agreed upon by the creditor and debtor. Failing to agree on the maturity, the whole of the sum or sums so advanced shall be due and payable thirty (30) days after demand by the creditor. In no event shall the maturity extend beyond the ultimate maturity of the note first described above.

7. He will not commit, permit, or suffer waste, impairment, or deterioration of said property or any part thereof, and in the event of the failure of the Grantor to keep the buildings and other improvements now or hereafter on said premises in good repair, the Beneficiary may make such repairs as may reasonably be deemed necessary for the proper preservation thereof, and the sums so paid shall bear interest from date at the rate provided for in the principal indebtedness, shall be payable thirty (30) days after demand, and shall be fully secured by this Deed of Trust.

8. He will continuously maintain hazard insurance, of such type or types and amounts as Beneficiary may from time to time require, on the improvements now or hereafter on said premises, and except when payment for all such premiums has theretofore been made under (a) of paragraph 2 hereof, he will pay promptly when due any premiums therefor. All insurance shall be carried in companies approved by the Beneficiary and the policies and renewals thereof shall be held by the Beneficiary and have attached thereto loss payable clauses in favor of and in form acceptable to the Beneficiary. In event of loss the Grantor will give immediate notice by mail to the Beneficiary, who may make proof of loss if not made promptly by the Grantor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Beneficiary instead of to the Grantor and the Beneficiary jointly, and the insurance proceeds, or any part thereof, may be applied by the Beneficiary at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this Deed of Trust, or other transfer of title to the said premises in extinguishment of the indebtedness secured hereby, all right, title, and interest of the Grantor in and to any insurance policies then in force shall pass to the purchaser or grantee.

9. He will pay all taxes, assessments, water rates, and other governmental or municipal charges, fines, or impositions, except when payment for all such items has theretofore been made under (a) of paragraph 2 hereof, and shall promptly deliver the official receipts therefor to the Beneficiary; and in default of such payment by the Grantor, the Beneficiary may pay the same, and any amount so paid by the Beneficiary shall then be added to the principal debt named herein and shall be secured hereby.

If the Grantor shall well and truly keep and perform all the covenants and agreements in this Deed of Trust, and in the note hereby secured and well and truly pay off and discharge the said note and other indebtedness secured hereby, then this conveyance shall be null and void, but otherwise shall remain in full force and effect and at the request of the Beneficiary, the said Trustee, or any successor appointed in his stead, shall sell the premises covered hereby at public auction for cash to the highest and best bidder, during legal hours, at any front door of the county courthouse of DeSoto County, State of Mississippi, after giving notice, by advertising and posting as required by law, of the time, place, and terms of sale, and out of the proceeds arising from such sale, the said Trustee, or any successor, shall first pay all the costs and expenses of executing this Trust, including a reasonable compensation of said Trustee; next, said Trustee shall pay the balance of the indebtedness hereby secured then remaining unpaid; next, said Trustee shall reimburse the Veterans 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.

David M. Bargery

David M. Bargery

Angela L. Bargery

Angela L. Bargery

STATE OF MISSISSIPPI,
COUNTY OF DeSoto } ss:

Personally appeared before me, the undersigned notary public in and for said County, the within named David M. Bargery and Angela L. Bargery, 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 September, 1975.

My Commission Expires January 18, 1978

David A. Gustafson
Notary Public

9:25 A.M.

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 9 o'clock 25 minutes A M. 7 day of October 1975, and that the same has been recorded in Book 191 Page 515 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 7 day of October 1975.

Fees $ 5.00 pd.

SEAL H. P. Ferguson, CLERK

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4057 ORDER TO CLERK TO CANCEL DEED OF TRUST **Class C**

STATE OF MISSISSIPPI, DeSoto County. } ss.

KNOW ALL MEN BY THESE PRESENTS: That Hamilton First American Bank

of Memphis, Tennessee the beneficiary, does hereby certify that a certain trust deed bearing date the 15th day of January 19 75, made and executed by Cary Whitehead

of Memphis, Tennessee, to

the above named beneficiary, and recorded in the office of the Chancery Clerk of DeSoto County, in the State of Mississippi in Real Estate Trust Deed Record No. 182 on page 625 of the Record of Trust Deeds, on the 21st day of January, A. D. 19 75, is now fully paid and satisfied; and I do hereby authorize the Clerk of the Chancery Court of said DeSoto County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of said County also as provided by law.

HAMILTON FIRST AMERICAN BANK

by C. E. Crider

C. E. Crider, President

STATE OF ~~MISSISSIPPI~~ Tennessee, ~~X~~ County. Shelby } ss.

Personally came and appeared before me, the undersigned authority a notary public in and for County and State aforesaid, C. E. Crider 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 Hamilton First American Bank

Given under my hand and seal of office this day of September A. D. 1975

NOTARY PUBLIC SHELBY COUNTY, TENN.

L. Diane Gordon

Notary Public

MY COMMISSION EXPIRES FEBRUARY 1, 1977

LAWYERS-GREENWOOD 37844

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 October, 1975, and that the same has been recorded in Book 191 Page 519 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 7 day of October 1975.

Fees $ 2.50 pd.

SEAL H. D. Ferguson, CLERK

520

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST **Class C**

STATE OF MISSISSIPPI, DeSoto County. } ss.

KNOW ALL MEN BY THESE PRESENTS: That The Hernando Bank

of Hernando, Mississippi the beneficiary, does hereby certify that a certain trust deed

bearing date the 28th day of May 19 74, made and executed by Sam P. Maury, and wife

Nell T. Maury of , to The Hernando Bank

the above named beneficiary, and recorded in the office of the Chancery Clerk of DeSoto

County, in the State of Mississippi in Real Estate Trust Deed Record No. 176 on page 167

of the Record of Trust Deeds, on the 5th day of June, A. D. 1974, is now fully paid

and satisfied; and I do hereby authorize the Clerk of the Chancery Court of said DeSoto

County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of

said County also as provided by law. This the 6th day of Oct., 1975.

The Hernando Bank

A. S. Ballard, Jr., President

STATE OF MISSISSIPPI, DeSoto County. } ss.

Personally came and appeared before me, the undersigned authority Elois M. Barbee

in and for County and State aforesaid A. S. Ballard, Jr., President who acknowledged that he signed and

delivered the above and foregoing instrument on the day and date for the purpose therein mentioned, as the act and deed of said, The Hernando Bank, after first being duly authorized and empowered to so do.

Given under my hand and seal of office this 6th day of October A. D. 19 75

My Commission Expires:
My Commission Expires Jan. 7, 1978

Elois M. Barbee
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 9 o'clock
35 minutes A M. 7 day of October 1975, and that the same has been
recorded in Book 191 Page 520 records of REAL ESTATE TRUST DEEDS
of said County.
Witness my hand and seal this the 7 day of October 1975.

Fees $ 2.50

SEAL H. L. Ferguson, CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK 226 PAGE 424
THIS 13 DAY OF June 78
W. H. Ferguson
CHANCERY CLERK

THIS DEED OF TRUST IS BEING RE-RECORDED TO CORRECT THE ACKNOWLEDGEMENT

Deed of Trust

To

THIS DEED OF TRUST, Made and entered into this the 9th day of September, 19 75,

by and between Phillip Davidson D/B/A Davidson Construction Company

of the first part, hereinafter designated as the GRANTORS; Delta Title Company
Trustee, of the second part, hereinafter designated as TRUSTEE; and 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

- - - - - - - - - - One Hundred Seventy Thousand and No/100 - - - - - - - - - - DOLLARS

($ 170,000.00), evidenced by promissory note of even date herewith payable to the Beneficiary as follows, to-wit:

Said note being payable on demand and being payable to National Mortgage Company and being executed by Phillip Davidson d/b/a Davidson Construction Company 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 $34,000.00 as payment of each lot, plus accrued interest. Such release to be made at the expense of the party of the first part.

said note bearing interest from date at the rate of 8% per centum per annum, and providing for attorney's fees for collection if not paid according to the terms thereof;

AND, WHEREAS, Grantors are anxious to secure the payment of said indebtedness hereinabove specifically described, together with any other indebtedness that may become due and owing under the terms of this instrument;

NOW, THEREFORE, in consideration of FIVE AND NO/100 ($5.00) DOLLARS, to the undersigned Grantors this day paid by the aforesaid Trustee, the receipt of which is hereby acknowledged, the grantors do hereby convey and warrant unto the said Trustee, the following described land and property, together with all the hereditaments and appurtenances thereunto appertaining, including so far as they now are, or may hereafter belong to or be used in connection with the buildings now or hereafter to be erected on said premises, all elevators, heating and ventilating apparatus, gas, electric light and other fixtures, whether attached to said premises or detached therefrom, thereupon situated and thereunto belonging, lying and being situated in the City or Town of

District of DeSoto County, State of Mississippi, and more particulary described as follows, to-wit:

Lots 748, 749, 750, 751 and 752, Section D, Greenbrook Subdivision, in Section 19, Township 1 South, Range 7 West, as per plat of record in Plat Book 9, Page 42, in the Office of the Chancery Clerk of DeSoto County, Mississippi.

This is a construction loan and should the improvements be left in an incompleted condition at the time when the contract, according to its terms is to be completed, or if completed, subject to any unpaid bills for labor or material, such condition shall constitute an event of default and the entire accrued indebtedness shall in that event become accelerated and matured for the purpose of foreclosure at the option of the holder, who shall not be required to give any notice other than the advertisement for foreclosure provided herein. The money hereby shall be advanced as construction progresses upon requisition made by the borrowers for work and material also completed or installed upon the premises to be based on estimates approved by an appraiser of the holder

It is understood and agreed that this conveyance is made subject to and the parties hereto have agreed on and are bound by and will observe and fulfill the following covenants, stipulations and conditions as obligatory upon the respective parties:

First: This deed of trust secures not only the aforementioned indebtedness but also such future and additional advances as may be made to the grantors, or either of them, by the beneficiary in a sum of not exceeding $100,000.00 (the beneficiary to be the sole judge as to whether or not any such future or additional advancements will be made), as well as any additional indebtedness heretofore, now, or hereafter contracted with the beneficiary by the grantors, or either of them, before the cancellation of record of this instrument, whether such indebtedness be represented by promissory notes, open account, over-draft or otherwise, including also any indebtedness of any grantor made as joint maker, surety, endorser or guarantor, together with all extensions and renewals of any of the aforementioned obligations, or any part thereof, and whether otherwise secured or not.

Second: The grantors herein shall pay all taxes and assessments, general or special, which may be levied or assessed upon the property herein described promptly when the same shall become due, and keep the improvements situated upon said land insured at all times during the continuance of this deed of trust against loss or damage by fire, storm and other hazard for the maximum amount of insurance obtainable or in such amount as may be approved by the beneficiary, in some solvent insurance company or companies authorized to do business in the state of Mississippi, and satisfactory to the said beneficiary, with standard mortgage clause attached in favor of said beneficiary, or the legal holder of said note or notes, and shall have the policy or policies of insurance assigned and delivered to the legal holder or holders of the indebtedness secured hereby, and on failure so to do, then the legal holder of the note or notes, or either of them, may pay said taxes and assessments, redeem the property from any tax sale, or sales, if it has been sold, and insure said property, pay the premiums, and have a lien for the same, with interest at the rate of six per centum per annum from date until paid, and the trustee herein shall have all of the powers of sale or otherwise, in reference to said payments as for default in the payments of the original indebtedness, and the failure to promptly repay the legal holder or holders of the said note or notes, or either of them, any money so expended, upon demand, shall render the whole indebtedness herein secured, at the option of the legal holder of said indebtedness immediately due and payable. In event of loss or damage to the premises by fire or other hazard, the Grantors will give immediate notice by mail to the Beneficiary, who may make proof of loss if not made promptly by the Grantors, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Beneficiary instead of to the Grantors and the Beneficiary jointly, and the insurance proceeds or any part thereof, may be applied by the Beneficiary at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this Deed of Trust, or other transfer of title to the said premises in extinguishment of the indebtedness secured hereby, all right, title, and interest of the Grantors in and to any insurance policies then in force shall pass to the purchaser or grantee.

Third: If default be made in any payment of any installment or principal or interest or of any indebtedness herein provided for when the same may become due and payable, then the whole of the indebtedness secured in and by this instrument may, at the option of the beneficiary, and without notice to the Grantors, be declared immediately due and payable.

Fourth: A failure on the part of the beneficiary to exercise any option herein contained in the event of default being made, shall not constitute a waiver of the beneficiary's right to exercise said option in the event of any subsequent default.

Fifth: In case the grantors or either of them, or their vendees of the property herein conveyed, immediate or remote, should become insolvent, or apply to a bankruptcy court to be adjudicated a voluntary bankrupt, or proceedings be instituted to put them in involuntary bankruptcy, or should any proceedings be taken against the grantors, or their said vendees, immediate or remote, or either of them, looking to the appointment of a receiver, assignee, or trustee, then, and in either or any such case, all rents becoming due thereafter on the property herein conveyed shall be due and payable to the beneficiary herein, to be applied on the indebtedness secured hereby, and the whole indebtedness hereby secured, may, at the option of the said Beneficiary, or any holder of said indebtedness, be declared due and payable.

Sixth: The grantors further bind themselves not to abandon said property and covenant that waste will not be committed or suffered to be committed thereon, and a breach of either of these agreements and conditions shall cause the entire indebtedness, secured hereby, to become due and payable at the option of the said Beneficiary, or any holder of said indebtedness. It is further agreed that in event the undersigned grantors fail to keep in as good state of repair as they now are, the buildings and appurtenances hereinabove conveyed, that the Beneficiary herein shall have the right at Beneficiary's option to make needed repairs, betterments or improvements, and that any expenditure for such purpose will be a legitimate indebtedness against the undersigned and against the property embraced in this deed of trust, and the cost of any such repairs, betterments or improvements will become a part of the debt secured by this instrument.

Seventh: When any payment shall be made to Beneficiary, by the grantors herein, the said Beneficiary, or the legal holder of said note or notes or other indebtedness, shall have the exclusive right to make application of said payments to any part of the indebtedness hereby secured which either of them may elect, whether the indebtedness to which said payments may be applied be specifically mentiond in this deed of trust or not.

Eighth: If the property conveyed herein should be situated in two or more counties or in two judicial districts of the same county, then the trustee or any successor in said trust, shall have full power, in case he is directed to foreclose under this instrument, to select in which county, or judicial district, the sale of all of the above property shall be made and his selection shall be binding upon the grantors and the Beneficiary and all persons claiming through or under them, whether by contract or by law. The trustee or any successor in said trust shall have full power to fix the day, time, terms and place of sale and shall also have full power to conduct any sale hereunder through an agent duly appointed by him for that purpose but said appointment of agent need not be recorded.

Ninth: The gruntors waive the provisions of Chapter 248, Laws of Mississippi of 1934, and laws amendatory thereof, if any, as far as said Section restricts the right of the trustee to offer at sale more than one hundred and sixty acres at a time, and the trustee may offer the property herein conveyed as a whole regardless of the manner in which it may be described.

Tenth: The attorney's fees provided for in the above described notes and the trustees fee provided for in this deed of trust are hereby made liens on the above described property and the grantors hereby promise to pay the same should they become due under the terms of the said notes and this deed of trust. A reasonable attorney's fee and all costs in connection with any litigation to protect this security or in seeking to have this deed of trust reformed by judicial proceedings, where necessary by mistake in this act, shall constitute a part of the debt secured hereby and become immediately due and payable to the beneficiary upon demand. If the Beneficiary, or the legal holder of said note or notes or other indebtedness, shall deem it best to proceed in equity, to foreclose this deed of trust, then a reasonable fee shall be allowed by the court to the attorney representing the beneficiary under this deed of trust.

Eleventh: The Grantors agree to pay all usual and necessary costs incident to the cancellation upon the record or records of this deed of trust after the indebtedness hereby secured has been paid in full.

Twelfth: In the event that this deed of trust is subordinate to any other deed of trust or lien of any kind, the Beneficiary may, in the event of a default in the performance of any covenant or agreement in the prior deed of trust or in the event of default in payment of any indebtedness secured by any other prior lien when due, at its option declare the entire indebtedness secured by this deed of trust immediately due and payable, or the Beneficiary may perform any such defaulted covenant or agreement to such extent as the Beneficiary may determine or pay any part of the indebtedness which is in default, with resultant right of subrogation, and the Beneficiary shall have a lien for the same with interest at the rate of six per centum (6%) per annum from date until paid, and the trustee shall have all of the powers of sale or otherwise, in reference to said payments as for defaults in the payments of the original indebtedness secured by this deed of trust, and the failure to promptly repay the Beneficiary any monies so expended, upon demand, shall render the whole indebtedness herein secured, at the option of the legal holder of said indebtedness, immediately due and payable.

Thirteenth: The beneficiary, or any owner or holder of the note secured hereby, may at pleasure, without giving formal notice to the original or any successor trustee, or to the grantors herein or their vendees of the property herein conveyed, immediate or remote, and without regard to the willingness or inability of any such trustee to act, or to execute this trust, appoint another person or succession of persons to act as trustee herein, and such appointee or substitute shall have all the title, authority and powers in the execution of this trust as are vested in the trustee herein named. If the beneficiary, or the owner or holder of the note secured hereby, be a corporation, such appointment may be made by any one of its officers or agents. No one exercise of this power of appointment, power of sale, or any other power or right given in this Deed of Trust shall exhaust the right to exercise such power, but all rights and powers herein given may be exercised as often as may be necessary to achieve the perfect security and the collection of the indebtedness secured by this Deed of Trust until said indebtedness is fully paid and discharged. At any sale had by any Trustee hereunder, the Trustee may, from time to time, adjourn said sale to a later date without readvertising the sale by giving notice of the time and place of such continued sale at the time when and where the Trustee shall make such adjournment, and at any sale made to enforce the Trust herein given, the Beneficiary, or any person in interest, may become a purchaser, and upon payment of the purchase price the Trustee shall execute a deed of conveyance, which conveyance shall vest full and perfect title in such purchaser upon payment of the purchase price.

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness and any and all other indebtedness that may become due and owing to the beneficiary, under the terms of this instrument, and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security, and any other indebtedness that may become due and owing by the grantors to the beneficiary during the term of this deed of trust arising in any manner whatsoever. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any instalment thereon, or of any instalment of interest, or in the payment of taxes or insurance as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other covenant herein contained, then in that event the entire principal sum secured hereby, with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, be and become at once due and payable without notice to the grantors, and the trustee herein named, or his successor, or successors, shall, at the request of the beneficiary, sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid, then unpaid, after giving notice of the time, place and terms of sale as required by Section 888 of the Mississippi Code of 1942 and amendments, if any, thereto, and make deed to the purchaser or purchasers thereof. Out of the proceeds arising from said sale, the costs and expenses of executing this Deed of Trust, including a ten (10%) percent trustee's fee, which is hereby agreed to be a reasonable trustee's fee, and the attorney's fee prescribed in said note or notes, shall first be paid, next the amount of said indebtedness then remaining unpaid shall be paid and lastly, any balance remaining shall be paid to the undersigned grantors or to their proper representatives, agents or assigns.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, the use of any gender shall be applicable to all genders, and the term "Beneficiary" shall include any payee of the indebtdeness hereby secured or any transferee thereof whether by operation of law or otherwise.

IN TESTIMONY WHEREOF, Witness the signature of the grantors on this the day and date first above written.

DAVIDSON CONSTRUCTION COMPANY

Phillip Davidson

PHILLIP DAVIDSON

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STATE OF ~~MISSISSIPPI~~ TENNESSEE

COUNTY OF ~~DESOTO~~ SHELBY

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named Phillip Davidson D/B/A Davidson Construction Company 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 9th day of September, 19 75

Helen Sigler
Notary Public

My Commission expires My Commission Expires September 1, 1978

STATE OF MISSISSIPPI

COUNTY OF

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named

and

who severally acknowledged that they are and respectively of

a corporation, and that for and on behalf of said corporation and as its act and deed, they signed, sealed and delivered the above and foregoing instrument of writing on the day and in the year therein mentioned, they having been first duly authorized so to do.

GIVEN under my hand and official seal, this the day of , 19

Notary Public

My Commission expires

LAND
Deed of Trust

FROM

TO

STATE OF MISSISSIPPI } Chancery Court
DeSoto County.

I certify that this Deed of Trust was filed for record in my office at 10 o'clock A. M., on the 25 day of Sept. 1975 and was duly recorded the 26 day of Sept. 1975 on page 221 Book No. 191 in my office.

Witness my hand and seal of office this 26 day of Sept. 1975

H. D. Ferguson
Chancery Clerk.
D. C.

Rec'd. 5.00

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 9 o'clock no minutes A. M. 7 day of October 1975, and that the same has been recorded in Book 191 Page 521 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 7 day of October 1975.

Fees $ 5.00 pd.

SEAL H. D. Ferguson, CLERK

Lot 34

Partial Release of this instrument Recorded in
Real Estate T D Book
No. 241 Page 282
This 18 day of April 1979
H. Y. Ferguson Clerk

Lot 15 & 11

Partial Release of this instrument Recorded in
Real Estate T D Book
No. 237 Page 581
This 6 day of Feb. 1979
H. Y. Ferguson Clerk

525

Mississippi Bankers Association
Form No. 1
(Revised Dec. 1955)
LAND

DEED OF TRUST
LAND

THIS INDENTURE, this day made and entered into between Louie H. Nichols, Robert S. Curbo, Carl Gargano and Johnny Wallace and C. W. Kelly

of the first part, hereinafter designated as the Grantor,

JAMES W. AMOS Trustee, of the second part, hereinafter designated as Trustee, and

BANK OF MISSISSIPPI of the third part, hereinafter designated as the Beneficiary.

WITNESSETH: That whereas the Grantor is justly indebted to the beneficiary in the full sum of

THIRTY SEVEN THOUSAND AND NO/100---------- DOLLARS

($ 37,000.00) evidenced by promissory note of even date herewith in favor of the beneficiary, bearing interest at the rate of 10 per centum per annum after date , providing for the payment of attorney's fees in case of default and being due and payable as follows, to-wit:

This note shall be due and payable one year from date hereof.

WHEREAS, the said grantor desires to secure the prompt payment at maturity of the aforesaid indebtedness, as well as any extension of the same, or any part thereof, and any other or further indebtedness in the way of future advances hereunder, or otherwise, that the grantor, or either of them, may now or hereafter owe the beneficiary, as hereinafter provided:

NOW, THEREFORE, in consideration of the premises, and the further consideration of Ten Dollars ($10.00) cash in hand paid by the aforesaid trustee, the receipt of which is hereby acknowledged, the grantor does hereby convey and warrant unto the said trustee, the property situated in the

COUNTY OF DESOTO

State of Mississippi, and more particularly described as follows, to-wit:

Lots 11, 12, 13, 14, 15 and 34, Section A, College Grove Subdivision located in Sections 10 and 11, Township 2 South, Range 6 West, DeSoto County, Mississippi, more particularly described in plat recorded in Plat Book 13, Pages 50-53, in the office of the Chancery Clerk of DeSoto County, Mississippi

Copyright Mississippi Bankers Association

CANCELLED BY AUTHORITY RECORDED IN BOOK
299 PAGE 510
THIS 24 DAY OF June 1983
H. D. Ferguson
CHANCERY CLERK

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Together with all the hereditaments and appurtenances thereunto appertaining, as far as they may now or hereafter, during the term of this deed of trust, belong to or be used in connection with the occupancy of any building on the said land, or that may be hereafter erected thereon, all heating and ventilating apparatus, gas, electric light and other fixtures, whether attached to said premises or detached therefrom.

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary herein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment of interest as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other convenant herein contained, then and in that event the entire principal sum secured hereby with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, or the owner or holder of said note or notes, be and become at once due and payable, and the trustee herein named, or his successor or successors, shall, at the request of the beneficiary, or at the request of any owner or holder of the note or notes secured hereby, sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid. Such sale shall be made by giving notice of the time, place and terms of sale as required by Section 888 of the Mississippi Code of 1942 and amendments if any thereto, and the trustee shall make deed to the purchaser or purchasers. Should the beneficiary, or the owner or holder of the note or notes secured hereby be a corporation, then in such event a declaration of default to the trustee, and a request for sale hereunder, may be made by any officer thereof. If the land covered hereby is situated in two or more counties, or in two judicial districts of the same county, the trustee may sell the whole in any of the counties, or in either of the judicial districts of a county in which any part of the land lies. Out of the proceeds of sale the trustee shall first pay the cost of advertising and making the sale; and secondly, he shall pay whatever items may have been incurred and remain unpaid in the protection of this security; then he shall pay such of the items of indebtedness secured hereby as may be outstanding in the order of their maturity, and any balance remaining in his hands shall be delivered to the grantor, or to his proper representatives, agents or assigns.

It is agreed and understood, by and between the parties hereto that this conveyance is executed and intended to be, and is hereby made subject to the following covenants, stipulations and conditions, all of which shall be binding upon the parties hereto and each of them.

First. In addition to the indebtedness specifically mentioned above, and any and all extensions or renewals of the same, or any part thereof, this conveyance shall also cover such future and additional advances as may be made to the grantor, or either of them, by the beneficiary, not to exceed the sum of $125,000.00, the beneficiary to be the sole judge as to whether or not such future and additional advances shall be made. In addition to all of the above, it is intended that this conveyance shall secure, and it does secure any and all debts, obligations, or liabilities, direct or contingent, of the grantor herein, or either of them, to the beneficiary, whether now existing or hereafter arising at any time before actual cancellation of this instrument on the public records of mortgages and deeds of trust, whether the same be evidenced by note, open account, over-draft, endorsement, guaranty or otherwise.

Second. The grantor will at all times during the continuance of this deed of trust keep the buildings and improvements on said premises insured against loss or damage by fire, storm, war damage and other hazard in such reliable insurance company, or companies, as may be acceptable to the beneficiary, for the maximum amount of insurance obtainable, or in such amount as may be approved by beneficiary, and all policies covering the same shall contain the proper loss payable clause, making all losses, if any, payable to the beneficiary, his successors or assigns, and shall be delivered to the beneficiary herein, or to the owner or holder of the notes secured hereby as additional security. In case of loss and payment by any insurance company, the amount of insurance money so paid shall be applied either on the indebtedness secured hereby, or in rebuilding or restoring the damaged building, or buildings, or it may be released to the grantor, as the beneficiary may elect. In the event of loss the grantor shall immediately give notice by mail to the beneficiary who may make proof of loss if same be not promptly made by the grantor. Each insurance company involved is hereby authorized, empowered and directed to make payment for any loss directly to the beneficiary instead of to the grantor and the beneficiary jointly.

Third. The grantor will pay all taxes and assessments, general or special, which may be assessed against the said land, premises or property, or upon the interest of the trustee or the beneficiary therein, or upon this deed of trust, or the indebtedness secured hereby, without regard to any law heretofore enacted or that may hereafter be enacted imposing payment of the whole or any part thereof upon either the trustee or beneficiary, and further will furnish annually to the beneficiary certificates or receipts of the proper officer showing full payment of all such taxes and assessments.

Fourth. That the rents, issues and profits of all and every part of the property here conveyed are specifically pledged to the payment of the indebtedness hereby secured, and all obligations which may accrue under the terms of this instrument. Upon the maturity of the indebtedness hereby secured, either by lapse of time or by reason of any default as herein provided, or if at any time it becomes necessary to protect the lien of this conveyance, the beneficiary, or any owner, or holder of the notes secured hereby, shall have the right to forthwith enter into and upon the property hereinbefore described and take possession thereof, and collect and apply the rents, issues and profits thereon upon the indebtedness secured hereby, or may, if it is so desired, have a receiver appointed by any court of competent jurisdiction to collect and impound the said rents, issues and profits and after paying the expense of such receivership apply the balance thereof to the payment of any indebtedness secured hereby.

Fifth. The failure on the part of the grantor to keep and perform each, any, and all of the covenants and stipulations of this deed of trust, or the passage by the State of Mississippi of any law imposing payment of the whole or any portion of any of the taxes aforesaid upon the trustee or the beneficiary, or upon the rendering by any court of competent jurisdiction of a decision that the stipulation or provision herein covering the payment of taxes or assessments is legally inoperative, shall give to the beneficiary or to the owner or holder of the notes secured hereby the option to at once declare the entire principal sum hereby secured with all interest and charges thereon, and all other amounts secured hereby at once due and demandable and to have the property advertised and sold by the trustee herein named, or his successor or successors, in accordance with the provisions of this conveyance hereinbefore set out. But in case such default consists in the failure to keep the said property insured or to pay the taxes herein required, the beneficiary, or the owner or holder of the said secured notes, may procure said insurance and pay said taxes and assessments, or redeem the property from tax sale if it has been sold; and any and all sums paid in procuring said insurance or in paying said taxes or assessments or in redeeming said property from tax sale, together with interest thereon at the rate herein stipulated from the date the same shall have been paid, shall be covered by this conveyance and shall be due and demandable on the date of the maturity of the interest installment which may become due under the terms of this instrument next after such additional items of expense are made or incurred. In case the beneficiary or the owner or holder of said secured notes elects to advance insurance premium and/or taxes, the receipt of an agent of the insurance company or companies in which said insurance is placed shall, with respect to such insurance premiums, be conclusive evidence as between the parties to this conveyance of the amount and fact of payment thereof; and the receipt of the proper public official, shall with respect to the taxes and assessments, aforesaid, be conclusive as between the parties to this conveyance of the amount and validity of said taxes or assessments and of the fact of the payment thereof.

Sixth. The beneficiary, or any owner or holder of the note secured hereby, may at pleasure, without giving formal notice to the original or any successor trustee, or to the grantor herein, and without regard to the willingness or inability of any such trustee to act, or to execute this trust, appoint another person or succession of persons to act as trustee herein, and such appointee or substitute shall have all the powers in the execution of this trust as are vested in the trustee herein named. If the beneficiary, or the owner or holder of the note secured hereby, be a corporation, such appointment may be made by its president, vice-president, assistant vice-president, secretary or treasurer.

Seventh. In case of foreclosure and sale of the property covered hereby, the beneficiary, or any owner or holder of the notes secured hereby, shall have the same right to purchase at said sale as if a stranger to this instrument.

Eighth. Grantor covenants that the premises and property covered hereby will at all times be used in a good and husbandlike manner, for lawful purposes only, and that waste will not be committed or suffered to be committed thereon.

Ninth. Whenever in this deed of trust the context so requires, the singular number shall include the plural, and the plural the singular; holder of the note or notes shall be deemed to refer to and include the owner of the debt, and the word beneficiary shall at any and all times include and mean the then holder of the note or notes secured hereby.

IN TESTIMONY WHEREOF, witness the signature of the grantor this the 15th day of August 19 75

Louie H. Nichols

C. W. Kelly

Robert S. Curbo

Carl Gargano

Johnny A. Wallace

STATE OF MISSISSIPPI,
COUNTY OF DeSoto

This day personally appeared before me, the undersigned authority, in and for the State and County aforesaid, the within named Louie H. Nichols, Robert S. Curbo, Carl Gargano, Johnny Wallace, C. W. Kelly 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 19 75

My Commission Expires: Dec. 24, 1975

Linda C. Perry
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 8 o'clock 30 minutes A. M. 2 day of Oct. 1975, and that the same has been recorded in Book 191 Page 525 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 8 day of Oct. 1975.

Fees $ 5.00 pd.

SEAL H. D. Ferguson, CLERK

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Mississippi Bankers Association
Form No. 1
(Revised Dec. 1955)
LAND

DEED OF TRUST
LAND

THIS INDENTURE, this day made and entered into between

H. Gordon Davidson

of the first part, hereinafter designated as the Grantor,

Dudley B. Bridgforth, Jr. Trustee, of the second part, hereinafter designated as Trustee, and

Scottye C. Davidson 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

($ 22,824.87) 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 , providing for the payment of attorney's fees in case of default and being due and payable as follows, to-wit:

Due and repayable on or before the 11 day of July, 19 80.

This deed of trust on the above described property is given and granted by the party of the first part as security for party of the first part's covenants and agreement to pay the Peoples Bank & Trust, Olive Branch, Mississippi in full concerning deed of trust on 80 acres more or less, situated in Marshall County, Mississippi shown by Trust Deed recorded in Land Trust Deed Book 83, Page 383, and pay in full a deed of trust securing 6.19 acres situated in the Town of Olive Branch, DeSoto County, Mississippi as shown by Trust Deed of record in Trust Deed Book 177, Page 484, Chancery Clerk's Office, DeSoto County, Mississippi. Upon payment of the aforementioned deed of trust, the indebtedness secured by this deed of trust will be paid in full and party of the second part is to cancel this deed of trust.

WHEREAS, the said grantor desires to secure the prompt payment at maturity of the aforesaid indebtedness, as well as any extension of the same, or any part thereof, and any other or further indebtedness in the way of future advances hereunder, or otherwise, that the grantor, or either of them, may now or hereafter owe the beneficiary, as hereinafter provided:

NOW, THEREFORE, in consideration of the premises, and the further consideration of Ten Dollars ($10.00) cash in hand paid by the aforesaid trustee, the receipt of which is hereby acknowledged, the grantor does hereby convey and warrant unto the said trustee, the property situated in the

County of DeSoto

State of Mississippi, and more particularly described as follows, to-wit:

Lot No. 10 and Lot No. 11 of the W. W. Mitchell Subdivision situated in the Southwest Quarter of Section 27, Township 1 North, Range 6 West, said subdivision plat being recorded in Plat Book 1, Page 13, Land Deed Records, DeSoto County, Mississippi.

H. D. Bridgforth
CHANCERY CLERK

Copyright Mississippi Bankers Association

CANCELED BY AUTHORITY RECORDED IN BOOK 214 PAGE 21
THIS 22 DAY OF July 1980

Together with all the hereditaments and appurtenances thereunto appertaining, as far as they may now or hereafter, during the term of this deed of trust, belong to or be used in connection with the occupancy of any building on the said land, or that may be hereafter erected thereon, all heating and ventilating apparatus, gas, electric light and other fixtures, whether attached to said premises or detached therefrom.

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary herein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment of interest as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other convenant herein contained, then and in that event the entire principal sum secured hereby with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, or the owner or holder of said note or notes, be and become at once due and payable, and the trustee herein named, or his successor or successors, shall, at the request of the beneficiary, or at the request of any owner or holder of the note or notes secured hereby, sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid. Such sale shall be made by giving notice of the time, place and terms of sale as required by Section 888 of the Mississippi Code of 1942 and amendments if any thereto, and the trustee shall make deed to the purchaser or purchasers. Should the beneficiary, or the owner or holder of the note or notes secured hereby be a corporation, then in such event a declaration of default to the trustee, and a request for sale hereunder, may be made by any officer thereof. If the land covered hereby is situated in two or more counties, or in two judicial districts of the same county, the trustee may sell the whole in any of the counties, or in either of the judicial districts of a county in which any part of the land lies. Out of the proceeds of sale the trustee shall first pay the cost of advertising and making the sale; and secondly, he shall pay whatever items may have been incurred and remain unpaid in the protection of this security; then he shall pay such of the items of indebtedness secured hereby as may be outstanding in the order of their maturity, and any balance remaining in his hands shall be delivered to the grantor, or to his proper representatives, agents or assigns.

It is agreed and understood, by and between the parties hereto that this conveyance is executed and intended to be, and is hereby made subject to the following covenants, stipulations and conditions, all of which shall be binding upon the parties hereto and each of them.

First. In addition to the indebtedness specifically mentioned above, and any and all extensions or renewals of the same, or any part thereof, this conveyance shall also cover such future and additional advances as may be made to the grantor, or either of them, by the beneficiary, not to exceed the sum of $125,000.00, the beneficiary to be the sole judge as to whether or not such future and additional advances shall be made. In addition to all of the above, it is intended that this conveyance shall secure, and it does secure any and all debts, obligations, or liabilities, direct or contingent, of the grantor herein, or either of them, to the beneficiary, whether now existing or hereafter arising at any time before actual cancellation of this instrument on the public records of mortgages and deeds of trust, whether the same be evidenced by note, open account, over-draft, endorsement, guaranty or otherwise.

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Second. The grantor will at all times during the continuance of this deed of trust keep the buildings and improvements on said premises insured against loss or damage by fire, storm, war damage and other hazard in such reliable insurance company, or companies, as may be acceptable to the beneficiary, for the maximum amount of insurance obtainable, or in such amount as may be approved by beneficiary, and all policies covering the same shall contain the proper loss payable clause, making all losses, if any, payable to the beneficiary, his successors or assigns, and shall be delivered to the beneficiary herein, or to the owner or holder of the notes secured hereby as additional security. In case of loss and payment by any insurance company, the amount of insurance money so paid shall be applied either on the indebtedness secured hereby, or in rebuilding or restoring the damaged building, or buildings, or it may be released to the grantor, as the beneficiary may elect. In the event of loss the grantor shall immediately give notice by mail to the beneficiary who may make proof of loss if same be not promptly made by the grantor. Each insurance company involved is hereby authorized, empowered and directed to make payment for any loss directly to the beneficiary instead of to the grantor and the beneficiary jointly.

Third. The grantor will pay all taxes and assessments, general or special, which may be assessed against the said land, premises or property, or upon the interest of the trustee or the beneficiary therein, or upon this deed of trust, or the indebtedness secured hereby, without regard to any law heretofore enacted or that may hereafter be enacted imposing payment of the whole or any part thereof upon either the trustee or beneficiary, and further will furnish annually to the beneficiary certificates or receipts of the proper officer showing full payment of all such taxes and assessments.

Fourth. That the rents, issues and profits of all and every part of the property here conveyed are specifically pledged to the payment of the indebtedness hereby secured, and all obligations which may accrue under the terms of this instrument. Upon the maturity of the indebtedness hereby secured, either by lapse of time or by reason of any default as herein provided, or if at any time it becomes necessary to protect the lien of this conveyance, the beneficiary, or any owner, or holder of the notes secured hereby, shall have the right to forthwith enter into and upon the property hereinbefore described and take possession thereof, and collect and apply the rents, issues and profits thereon upon the indebtedness secured hereby, or may, if it is so desired, have a receiver appointed by any court of competent jurisdiction to collect and impound the said rents, issues and profits and after paying the expense of such receivership apply the balance thereof to the payment of any indebtedness secured hereby.

Fifth. The failure on the part of the grantor to keep and perform each, any, and all of the covenants and stipulations of this deed of trust, or the passage by the State of Mississippi of any law imposing payment of the whole or any portion of any of the taxes aforesaid upon the trustee or the beneficiary, or upon the rendering by any court of competent jurisdiction of a decision that the stipulation or provision herein covering the payment of taxes or assessments is legally inoperative, shall give to the beneficiary or to the owner or holder of the notes secured hereby the option to at once declare the entire principal sum hereby secured with all interest and charges thereon, and all other amounts secured hereby at once due and demandable and to have the property advertised and sold by the trustee herein named, or his successor or successors, in accordance with the provisions of this conveyance hereinbefore set out. But in case such default consists in the failure to keep the said property insured or to pay the taxes herein required, the beneficiary, or the owner or holder of the said secured notes, may procure said insurance and pay said taxes and assessments, or redeem the property from tax sale if it has been sold; and any and all sums paid in procuring said insurance or in paying said taxes or assessments or in redeeming said property from tax sale, together with interest thereon at the rate herein stipulated from the date the same shall have been paid, shall be covered by this conveyance and shall be due and demandable on the date of the maturity of the interest installment which may become due under the terms of this instrument next after such additional items of expense are made or incurred. In case the beneficiary or the owner or holder of said secured notes elects to advance insurance premium and/or taxes, the receipt of an agent of the insurance company or companies in which said insurance is placed shall, with respect to such insurance premiums, be conclusive evidence as between the parties to this conveyance of the amount and fact of payment thereof; and the receipt of the proper public official, shall with respect to the taxes and assessments, aforesaid, be conclusive as between the parties to this conveyance of the amount and validity of said taxes or assessments and of the fact of the payment thereof.

Sixth. The beneficiary, or any owner or holder of the note secured hereby, may at pleasure, without giving formal notice to the original or any successor trustee, or to the grantor herein, and without regard to the willingness or inability of any such trustee to act, or to execute this trust, appoint another person or succession of persons to act as trustee herein, and such appointee or substitute shall have all the powers in the execution of this trust as are vested in the trustee herein named. If the beneficiary, or the owner or holder of the note secured hereby, be a corporation, such appointment may be made by its president, vice-president, assistant vice-president, secretary or treasurer.

Seventh. In case of foreclosure and sale of the property covered hereby, the beneficiary, or any owner or holder of the notes secured hereby, shall have the same right to purchase at said sale as if a stranger to this instrument.

Eighth. Grantor covenants that the premises and property covered hereby will at all times be used in a good and husbandlike manner, for lawful purposes only, and that waste will not be committed or suffered to be committed thereon.

Ninth. Whenever in this deed of trust the context so requires, the singular number shall include the plural, and the plural the singular; holder of the note or notes shall be deemed to refer to and include the owner of the debt, and the word beneficiary shall at any and all times include and mean the then holder of the note or notes secured hereby.

IN TESTIMONY WHEREOF, witness the signature of the grantor this the 14 day of May, 1975.

H. Gordon Davidson

H. Gordon Davidson

STATE OF MISSISSIPPI,
COUNTY OF DeSoto

This day personally appeared before me, the undersigned authority, in and for the State and County aforesaid, the within named H. Gordon Davidson

who severally acknowledged that he signed and delivered the above and foregoing deed of trust on the day and year therein mentioned.

Given under my hand and official seal, this the 14 day of May, 1975.

My Commission Expires: 5-4-77

Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 1 o'clock 50 minutes P M. 7 day of Oct. 1975, and that the same has been recorded in Book 191 Page 528 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 8 day of Oct. 1975.

Fees $ 5.00 paid.

H. D. Ferguson

CANCELLED BY AUTHORITY RECORDED IN BOOK 217 PAGE 63
THIS 13 DAY OF Oct. 1977
H. D. Ferguson
CHANCERY CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK
PAGE
THIS DAY OF 19
CHANCERY CLERK

531

Mississippi Bankers Association
Form No. 1
(Revised Dec. 1955)
LAND

DEED OF TRUST
LAND

THIS INDENTURE, this day made and entered into between BROOKS SMITH

of the first part, hereinafter designated as the Grantor, GEORGE S. MCINGVALE

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 SEVEN THOUSAND & 00/100---------- DOLLARS ($ 7,000.00) 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 REPAYABLE ON OR BEFORE JANUARY 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 State of Mississippi, and more particularly deacribed as follows, to-wit:

Lot 212, Section A, Lake of the Hills Subdivision as per plat thereof recorded in Plat Book 2, Pages 29-33 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.

Copyright Mississippi Bankers Association

Together with all the hereditaments and appurtenances thereunto appertaining, as far as they may now or hereafter, during the term of this deed of trust, belong to or be used in connection with the occupancy of any building on the said land, or that may be hereafter erected thereon, all heating and ventilating apparatus, gas, electric light and other fixtures, whether attached to said premises or detached therefrom.

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary herein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment of interest as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other convenant herein contained, then and in that event the entire principal sum secured hereby with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, or the owner or holder of said note or notes, be and become at once due and payable, and the trustee herein named, or his successor or successors, shall, at the request of the beneficiary, or at the request of any owner or holder of the note or notes secured hereby, sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid. Such sale shall be made by giving notice of the time, place and terms of sale as required by Section 888 of the Mississippi Code of 1942 and amendments if any thereto, and the trustee shall make deed to the purchaser or purchasers. Should the beneficiary, or the owner or holder of the note or notes secured hereby be a corporation, then in such event a declaration of default to the trustee, and a request for sale hereunder, may be made by any officer thereof. If the land covered hereby is situated in two or more counties, or in two judicial districts of the same county, the trustee may sell the whole in any of the counties, or in either of the judicial districts of a county in which any part of the land lies. Out of the proceeds of sale the trustee shall first pay the cost of advertising and making the sale; and secondly, he shall pay whatever items may have been incurred and remain unpaid in the protection of this security; then he shall pay such of the items of indebtedness secured hereby as may be outstanding in the order of their maturity, and any balance remaining in his hands shall be delivered to the grantor, or to his proper representatives, agents or assigns.

It is agreed and understood, by and between the parties hereto that this conveyance is executed and intended to be, and is hereby made subject to the following covenants, stipulations and conditions, all of which shall be binding upon the parties hereto and each of them.

First. In addition to the indebtedness specifically mentioned above, and any and all extensions or renewals of the same, or any part thereof, this conveyance shall also cover such future and additional advances as may be made to the grantor, or either of them, by the beneficiary, not to exceed the sum of $125,000.00, the beneficiary to be the sole judge as to whether or not such future and additional advances shall be made. In addition to all of the above, it is intended that this conveyance shall secure, and it does secure any and all debts, obligations, or liabilities, direct or contingent, of the grantor herein, or either of them, to the beneficiary, whether now existing or hereafter arising at any time before actual cancellation of this instrument on the public records of mortgages and deeds of trust, whether the same be evidenced by note, open account, over-draft, endorsement, guaranty or otherwise.

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Second. The grantor will at all times during the continuance of this deed of trust keep the buildings and improvements on said premises insured against loss or damage by fire, storm, war damage and other hazard in such reliable insurance company, or companies, as may be acceptable to the beneficiary, for the maximum amount of insurance obtainable, or in such amount as may be approved by beneficiary, and all policies covering the same shall contain the proper loss payable clause, making all losses, if any, payable to the beneficiary, his successors or assigns, and shall be delivered to the beneficiary herein, or to the owner or holder of the notes secured hereby as additional security. In case of loss and payment by any insurance company, the amount of insurance money so paid shall be applied either on the indebtedness secured hereby, or in rebuilding or restoring the damaged building, or buildings, or it may be released to the grantor, as the beneficiary may elect. In the event of loss the grantor shall immediately give notice by mail to the beneficiary who may make proof of loss if same be not promptly made by the grantor. Each insurance company involved is hereby authorized, empowered and directed to make payment for any loss directly to the beneficiary instead of to the grantor and the beneficiary jointly.

Third. The grantor will pay all taxes and assessments, general or special, which may be assessed against the said land, premises or property, or upon the interest of the trustee or the beneficiary therein, or upon this deed of trust, or the indebtedness secured hereby, without regard to any law heretofore enacted or that may hereafter be enacted imposing payment of the whole or any part thereof upon either the trustee or beneficiary, and further will furnish annually to the beneficiary certificates or receipts of the proper officer showing full payment of all such taxes and assessments.

Fourth. That the rents, issues and profits of all and every part of the property here conveyed are specifically pledged to the payment of the indebtedness hereby secured, and all obligations which may accrue under the terms of this instrument. Upon the maturity of the indebtedness hereby secured, either by lapse of time or by reason of any default as herein provided, or if at any time it becomes necessary to protect the lien of this conveyance, the beneficiary, or any owner, or holder of the notes secured hereby, shall have the right to forthwith enter into and upon the property hereinbefore described and take possession thereof, and collect and apply the rents, issues and profits thereon upon the indebtedness secured hereby, or may, if it is so desired, have a receiver appointed by any court of competent jurisdiction to collect and impound the said rents, issues and profits and after paying the expense of such receivership apply the balance thereof to the payment of any indebtedness secured hereby.

Fifth. The failure on the part of the grantor to keep and perform each, any, and all of the covenants and stipulations of this deed of trust, or the passage by the State of Mississippi of any law imposing payment of the whole or any portion of any of the taxes aforesaid upon the trustee or the beneficiary, or upon the rendering by any court of competent jurisdiction of a decision that the stipulation or provision herein covering the payment of taxes or assessments is legally inoperative, shall give to the beneficiary or to the owner or holder of the notes secured hereby the option to at once declare the entire principal sum hereby secured with all interest and charges thereon, and all other amounts secured hereby at once due and demandable and to have the property advertised and sold by the trustee herein named, or his successor or successors, in accordance with the provisions of this conveyance hereinbefore set out. But in case such default consists in the failure to keep the said property insured or to pay the taxes herein required, the beneficiary, or the owner or holder of the said secured notes, may procure said insurance and pay said taxes and assessments, or redeem the property from tax sale if it has been sold; and any and all sums paid in procuring said insurance or in paying said taxes or assessments or in redeeming said property from tax sale, together with interest thereon at the rate herein stipulated from the date the same shall have been paid, shall be covered by this conveyance and shall be due and demandable on the date of the maturity of the interest installment which may become due under the terms of this instrument next after such additional items of expense are made or incurred. In case the beneficiary or the owner or holder of said secured notes elects to advance insurance premium and/or taxes, the receipt of an agent of the insurance company or companies in which said insurance is placed shall, with respect to such insurance premiums, be conclusive evidence as between the parties to this conveyance of the amount and fact of payment thereof; and the receipt of the proper public official, shall with respect to the taxes and assessments, aforesaid, be conclusive as between the parties to this conveyance of the amount and validity of said taxes or assessments and of the fact of the payment thereof.

Sixth. The beneficiary, or any owner or holder of the note secured hereby, may at pleasure, without giving formal notice to the original or any successor trustee, or to the grantor herein, and without regard to the willingness or inability of any such trustee to act, or to execute this trust, appoint another person or succession of persons to act as trustee herein, and such appointee or substitute shall have all the powers in the execution of this trust as are vested in the trustee herein named. If the beneficiary, or the owner or holder of the note secured hereby, be a corporation, such appointment may be made by its president, vice-president, assistant vice-president, secretary or treasurer.

Seventh. In case of foreclosure and sale of the property covered hereby, the beneficiary, or any owner or holder of the notes secured hereby, shall have the same right to purchase at said sale as if a stranger to this instrument.

Eighth. Grantor covenants that the premises and property covered hereby will at all times be used in a good and husbandlike manner, for lawful purposes only, and that waste will not be committed or suffered to be committed thereon.

Ninth. Whenever in this deed of trust the context so requires, the singular number shall include the plural, and the plural the singular; holder of the note or notes shall be deemed to refer to and include the owner of the debt, and the word beneficiary shall at any and all times include and mean the then holder of the note or notes secured hereby.

IN TESTIMONY WHEREOF, witness the signature of the grantor this the 3rd day of Oct. 19 75.

BROOKS SMITH

STATE OF MISSISSIPPI,
COUNTY OF DESOTO

This day personally appeared before me, the undersigned authority, in and for the State and County aforesaid, the within named BROOKS SMITH 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 3rd day of, Oct. 19 75.

My Commission Expires: My Commission Expires Jan. 7, 1978

Elaine M. Barber
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 1 o'clock 50 minutes P M. 7 day of Oct. 1975, and that the same has been recorded in Book 191 Page 531 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 8 day of October 1975.

Fees $ 5.00 pd.

CWAT H. H. [illegible]

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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 W. KING AND WIFE, MARGARET B. KING, dated the 7th day of August, 1975, and recorded under Register No. Book 189 Page 139 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-FOUR THOUSAND, FIFTY AND NO/100 - - - ($34,050.00) and all moneys due or to become due thereunder with the interest thereon.

SIGNED at Memphis, Tennessee, this 6th day of October, 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 6th day of October, 19 75.

LYNDA COOK NOTARY PUBLIC SHELBY CO. TENN.

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 1 o'clock 35 minutes P M, 7 day of Oct. 1975, and that the same has been recorded in Book 191 Page 534 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 8 day of October 1975.
Fees $ 2.50 pd.
SEAL H. D. Ferguson, CLERK

CANCELLED BY AUTHORITY, RECORDED IN BOOK
554 PAGE 334
THIS 13 DAY OF Sept 19 91
W. E Davis
Chancery Clerk by BC, D.C.

Assignment of this Instrument Recorded in
real estate T/D Book
No. 463 Page 177
This the 14th day of Feb. 19 89
W.E. Davis Clerk
by D. Taylor, D.C.

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FORM NO. 1961 REV. 1/75

222563-91

PRINTED MATTER—1497 WORDS

DEED OF TRUST

STATE OF MISSISSIPPI,
COUNTY OF DeSOTO

WHEREAS,

CHARLES M. ANDERSON and BETTY J. ANDERSON

IS/ARE INDEBTED TO THE FEDERAL LAND BANK OF NEW ORLEANS, HEREINAFTER CALLED BENEFICIARY, IN THE SUM OF

THIRTY 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 2005 (P+I)

NOW, THEREFORE, TO SECURE THE PAYMENT OF SAID INDEBTEDNESS, ATTORNEY'S FEES AND THE PERFORMANCE OF COVENANTS AND AGREEMENTS HEREIN MADE,

CHARLES M. ANDERSON and wife, BETTY J. ANDERSON

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

71 acres, more or less, situated in Section 9, Township 3, Range 6 West, being more particularly described as: BEGINNING at the northeast corner of Section 9, Township 3, Range 6 West; thence south 88° 12' west, 1,980 feet to the point of beginning of this description; thence south 1,318 feet; thence east 1,869 feet; thence south 1,320 feet; thence west 1,869 feet; thence north 960 feet; thence west 210 feet; thence north 1,057 feet; thence south 88° 12' west 466 feet; thence north 1° 40' east 600 feet; thence north 88° 12' east 676 feet to the point of beginning, and being part of the 87 acres deeded to Charles Mallory Anderson by Partition deed of record in Deed Book 113, page 497, Land Deed Records, DeSoto County, Mississippi.

The foregoing description is attached to and made a part of that certain mortgage executed by CHARLES M. ANDERSON et al., dated SEPTEMBER 25, 1975, as security for an indebtedness to The Federal Land Bank of New Orleans in the amount of $ 30,000.00.

Signed for Identification
Betty J. Anderson

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GRANTOR FURTHER COVENANTS AND AGREES:

1. TO ASSESS SAID PROPERTY FOR TAXATION AND TO PAY WHEN DUE ALL TAXES, LIENS, JUDGMENTS OR ASSESSMENTS ASSESSED AGAINST SAID PROPERTY AND TO PROMPTLY FURNISH BENEFICIARY WITH TAX RECEIPTS EVIDENCING PAYMENT OF ALL TAXES.

2. TO INSURE AND KEEP INSURED BUILDINGS AND OTHER IMPROVEMENTS NOW ON, OR WHICH MAY HEREAFTER BE PLACED ON, SAID PREMISES, AGAINST LOSS OR DAMAGE BY FIRE, WINDSTORM AND/OR EXTENDED COVERAGE, AS REQUIRED BY BENEFICIARY, ANY POLICY EVIDENCING SUCH INSURANCE TO BE DEPOSITED WITH, AND LOSS THEREUNDER TO BE PAYABLE TO BENEFICIARY AS ITS INTEREST MAY APPEAR, AT THE OPTION OF GRANTOR, AND SUBJECT TO GENERAL REGULATIONS OF THE FARM CREDIT ADMINISTRATION, SUMS SO RECEIVED BY BENEFICIARY MAY BE USED TO PAY FOR RECONSTRUCTION OF THE DESTROYED IMPROVEMENT(S); OR, IF NOT SO APPLIED MAY, AT THE OPTION OF THE BENEFICIARY, BE APPLIED IN PAYMENT OF ANY INDEBTEDNESS, MATURED OR UNMATURED, SECURED BY THIS DEED OF TRUST.

3. TO PROPERLY CARE FOR AND CULTIVATE SAID PROPERTY IN A FARMERLIKE MANNER, AND NOT TO COMMIT WASTE, CUT, REMOVE, OR DAMAGE TIMBER OR IMPROVEMENTS, OR ALLOW WASTE TO BE COMMITTED, OR TIMBER OR IMPROVEMENTS TO BE CUT, REMOVED, OR DAMAGED. IN THE EVENT THIS COVENANT IS BREACHED, GRANTOR AGREES TO PAY ALL COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES, INCURRED BY BENEFICIARY IN INVESTIGATING SUCH VIOLATION AND IN PROTECTING AND PRESERVING THIS SECURITY.

4. THAT THIS DEED OF TRUST IS A VALID FIRST LIEN AGAINST ALL THE LAND AND IMPROVEMENTS OFFERED AND APPRAISED AS SECURITY FOR THIS LOAN. IF THE VALIDITY OF THIS DEED OF TRUST OR IF GRANTOR'S TITLE TO ANY OF SAID LAND OR IMPROVEMENTS IS QUESTIONED IN ANY MANNER OR IF ANY PART OF SUCH LAND OR IMPROVEMENTS IS NOT PROPERLY DESCRIBED HEREIN, BENEFICIARY MAY, IN ITS DISCRETION, INVESTIGATE AND TAKE SUCH ACTION AS IT CONSIDERS NECESSARY OR DESIRABLE FOR THE PROTECTION OF ITS INTERESTS AND FOR THIS PURPOSE MAY EMPLOY LEGAL COUNSEL OR EXPERT ASSISTANCE AND GRANTOR WILL PROMPTLY PAY ALL EXPENSES SO INCURRED BY BENEFICIARY.

5. THAT IF GRANTOR DEFAULTS IN ANY OF THE PROVISIONS OF PARAGRAPHS 1, 2, 3, 4, OR 14 HEREOF, THEN BENEFICIARY MAY PAY SUCH TAXES, LIENS, JUDGMENTS, OR ASSESSMENTS, OBTAIN AND PAY FOR SUCH INSURANCE, OR ADVANCE SUCH ATTORNEY'S FEES, EXPENSES AND COSTS, AND GRANTOR AGREES TO IMMEDIATELY PAY BENEFICIARY ALL AMOUNTS SO ADVANCED, AND THAT ALL AMOUNTS SO ADVANCED SHALL BE SECURED HEREBY.

6. THAT ALL REPRESENTATIONS AND STATEMENTS MADE IN THE APPLICATION FOR THIS LOAN ARE TRUE AND CORRECT, THAT THE PROCEEDS OF THIS LOAN WILL BE USED SOLELY FOR THE PURPOSES SPECIFIED IN SAID APPLICATION, AND THAT GRANTOR WILL COMPLY WITH ALL REQUIREMENTS AND CONDITIONS IMPOSED BY BENEFICIARY IN MAKING THIS LOAN.

7. THAT GRANTOR WILL NOT SELL, MORTGAGE, OR OTHERWISE ALIENATE THE PROPERTY HEREIN DESCRIBED WITHOUT THE WRITTEN CONSENT OF BENEFICIARY.

8. THAT ALL DEFAULTED PAYMENTS AND ALL SUMS ADVANCED BY MORTGAGEE, AS PROVIDED FOR HEREIN, SHALL, FROM THE DATE DUE, BEAR INTEREST AT THE RATE OF TEN (10%) PER CENT.

9. THAT BENEFICIARY MAY AT ANY TIME, WITHOUT NOTICE, RELEASE ANY OF THE PROPERTY DESCRIBED HEREIN, GRANT EXTENSIONS OR DEFERMENTS OF TIME OF PAYMENT OF THE INDEBTEDNESS SECURED HEREBY, OR ANY PART THEREOF, OR RELEASE FROM LIABILITY ANY PARTIES WHO ARE OR MAY BECOME LIABLE FOR THE PAYMENT OF SAID INDEBTEDNESS, WITHOUT AFFECTING THE PRIORITY OF THIS LIEN OR THE PERSONAL LIABILITY OF THE GRANTOR OR ANY OTHER PARTY LIABLE OR WHO MAY BECOME LIABLE FOR THE INDEBTEDNESS SECURED BY THIS INSTRUMENT.

10. THIS INSTRUMENT AND THE NOTE SECURED HEREBY ARE SUBJECT TO THE FARM CREDIT ACT OF 1971 AND ALL ACTS AMENDATORY THEREOF OR SUPPLEMENTARY THERETO, AND THE LAWS OF THE STATE OF MISSISSIPPI NOT INCONSISTENT THEREWITH.

11. THAT THE FAILURE OF BENEFICIARY TO EXERCISE ANY OPTION OR MAKE ANY DECISION OR ELECTION UNDER ANY TERM OR COVENANT HEREIN EXPRESSED, SHALL NOT BE DEEMED A WAIVER OF THE RIGHT TO EXERCISE SUCH OPTION OR TO MAKE SUCH DECISION OR ELECTION AT ANY TIME.

12. THAT EACH COVENANT AND AGREEMENT HEREIN CONTAINED SHALL INURE TO THE BENEFIT OF AND BIND THE SUCCESSORS AND ASSIGNS OF BENEFICIARY AND GRANTOR.

13. THAT THE FOLLOWING ARE AUTHORIZED TO SELECT AND SUBSTITUTE ANOTHER TRUSTEE IN THE PLACE OF THE ABOVE NAMED TRUSTEE OR ANY SUCCESSOR AT ANY TIME ANY OF THEM MAY SO DESIRE, NAMELY, (1) THE BENEFICIARY HEREIN ACTING THROUGH ITS PRESIDENT, VICE-PRESIDENT, TREASURER, OR SECRETARY, (2) ANY PERSON HOLDING THE OFFICE OF PRESIDENT, VICE-PRESIDENT, TREASURER, OR SECRETARY OF SAID BENEFICIARY, OR (3) ANY FUTURE HOLDER OF THE INDEBTEDNESS SECURED HEREBY. IT SHALL NOT BE NECESSARY TO OBTAIN THE CONSENT OR RESIGNATION OF THE ORIGINAL TRUSTEE, OR ANY SUCCESSOR BEFORE APPOINTING ANOTHER TRUSTEE IN HIS PLACE AND ANY SUCH APPOINTEE, WHO MAY BE AN AGENT, EMPLOYEE OR OFFICER OF BENEFICIARY, SHALL HAVE FULL AND SOLE POWER AS TRUSTEE HEREIN.

14. GRANTOR FURTHER COVENANTS AND AGREES TO OBTAIN AND CARRY CREDIT LIFE INSURANCE ON THE LIFE OF GRANTOR AND/OR TO ASSIGN THE BENEFITS (BOTH CASH VALUE AND/OR DEATH BENEFITS) OF ANY EXISTING INSURANCE ON THE LIFE OF GRANTOR, WHEN REQUIRED BY BENEFICIARY, ANY POLICY EVIDENCING SUCH INSURANCE TO BE DEPOSITED WITH AND ANY LOSS THEREUNDER TO BE PAYABLE TO BENEFICIARY AS ITS INTEREST MAY APPEAR.

NOW, IF GRANTOR SHALL PAY SAID INDEBTEDNESS AND KEEP AND PERFORM ALL OF THE COVENANTS AND AGREEMENTS OF THIS DEED OF TRUST, IT SHALL BECOME NULL AND VOID.

IF GRANTOR FAILS TO PAY WHEN DUE ANY SUMS SECURED HEREBY OR SHOULD GRANTOR (OR ANY ONE OF THEM) FAIL TO ABIDE BY OR PERFORM ANY OF THE AGREEMENTS CONTAINED HEREIN, BECOME INSOLVENT, BE ADJUDICATED A BANKRUPT, OR MADE DEFENDANT IN A BANKRUPTCY OR RECEIVERSHIP PROCEEDING, THEN, IN ANY SUCH EVENT, BENEFICIARY MAY, AT ITS OPTION, DECLARE ALL INDEBTEDNESS SECURED HEREBY IMMEDIATELY DUE AND PAYABLE, AND THE TRUSTEE, AT THE REQUEST OF THE BENEFICIARY, SHALL SELL SAID PROPERTY (EITHER AS A WHOLE OR IN PARCELS, AT HIS ELECTION, THE PROVISIONS OF SECTION 89-1-51, MISSISSIPPI CODE OF 1972, AND SECTION 111, MISSISSIPPI CONSTITUTION OF 1890 WITH RESPECT TO OFFERING AND SELLING REAL ESTATE IN PARCELS RATHER THAN AS A WHOLE, BEING HEREBY EXPRESSLY WAIVED) TO SATISFY THE INDEBTEDNESS HEREBY SECURED AFTER GIVING NOTICE OF THE TIME, PLACE, AND TERMS OF SALE BY PUBLICATION IN SOME NEWSPAPER PUBLISHED IN THE COUNTY IN WHICH SAID LAND IS SITUATED, OR IF NO NEWSPAPER IS THEN PUBLISHED IN SAID COUNTY IN A NEWSPAPER HAVING GENERAL CIRCULATION THEREIN, FOR THREE CONSECUTIVE WEEKS PRECEDING THE DATE OF SALE, AND BY POSTING ONE NOTICE AT THE COURTHOUSE OF SAID COUNTY FOR SAID TIME.

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IN CASE THE REAL ESTATE HEREIN DESCRIBED IS SITUATED IN MORE THAN ONE COUNTY, OR IN MORE THAN ONE JUDICIAL DISTRICT OF A COUNTY OR COUNTIES, A FORECLOSURE SALE OF ALL OF SAID REAL ESTATE MAY BE MADE IN ANY ONE OF THE COUNTIES OR JUDICIAL DISTRICTS IN WHICH ANY PART THEREOF IS SITUATED, AFTER GIVING NOTICE OF THE TIME, PLACE, AND TERMS OF SALE IN THE MANNER ABOVE DESCRIBED IN EACH COUNTY AND JUDICIAL DISTRICT IN WHICH ANY PART OF SAID LAND LIES.

IN THE EVENT OF FORECLOSURE THE PROCEEDS SHALL BE APPLIED (1) TOWARDS PAYMENT OF THE EXPENSE OF EXECUTING THIS TRUST, INCLUDING A REASONABLE TRUSTEE'S FEE AND A REASONABLE ATTORNEY'S FEE (BOTH OF WHICH FEES SHALL ACCRUE IMMEDIATELY UPON INSTRUCTIONS BEING MAILED OR OTHERWISE DIRECTED TO THE TRUSTEE TO FORECLOSE), (2) TOWARD LIQUIDATION OF THE INDEBTEDNESS SECURED HEREBY, AND (3) ANY BALANCE SHALL BE PAID TO THE GRANTOR OR PERSONS ENTITLED THERETO.

WITNESS THE SIGNATURE OF GRANTOR, THIS 25th DAY OF SEPTEMBER 19 75

Charles M. Anderson

Betty J. Anderson

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

CHARLES M. ANDERSON and wife, BETTY J. ANDERSON

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 October 19 75

(SEAL)

MY COMMISSION EXPIRES 3-24-79

Sarah J Bethune

Notary Public
(OFFICIAL CAPACITY)

STATE OF

COUNTY OF

BEFORE ME, THE UNDERSIGNED AUTHORITY IN AND FOR SAID COUNTY IN SAID STATE, THIS DAY PERSONALLY APPEARED

WITHIN NAMED

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 1 o'clock 45 minutes P. M. 7 day of Oct. 1975, and that the same has been recorded in Book 191 Page 535 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 8 day of October 1975.

Fees $5.00 pd.

SEAL H. H. Ferguson, CLERK

CERTIFICATE OF CLERK

I HEREBY CERTIFY THAT THIS DEED OF TRUST WAS FILED FOR RECORD IN MY OFFICE AT 1:45 O'CLOCK P M. ON THE 7 DAY OF Oct. 19 75 AND DULY RECORDED ON THE DAY OF 19 . ON PAGE OF BOOK OF THE LAND MORTGAGE RECORDS IN MY OFFICE.

WITNESS MY HAND AND OFFICIAL SEAL ON THIS DAY OF 19

CHANCERY CLERK

(SEAL)

BY D. C.

5.00 pd.
Woods.

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FOR REAL ESTATE, CHATTEL OR BOTH

Alvin E. Gilless, et al

To { DEED OF TRUST

Security Bank of Southaven

THIS INDENTURE, Made this 3rd day of October 19 75

between Alvin E. Gilless and Alton C. Gilless

of the first part,

and Security Bank of Southaven, Branch of 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 Twelve Thousand Dollars ($12,000.00) evidenced by a promissory note of even date, bearing 10% interest from date, due and repayable in 5 equal annual installments of $2,400.00 plus accrued interest on unpaid balance, first of said installments plus accrued interest due October 2, 1976 and one installment due each succeeding month thereafter until paid in full with each installment to be applied first toward accrued interest and the balance to the reduction of principal

~~and any further amount that the party of the second part may furnish the party of the first part during the year 19 — not to exceed — and that part — of the first part having agreed to secure the prompt payment of the same when due:~~ Therefore, in consideration of the premises, and of the sum of One Dollar to the part ies of the first part paid by George S. McIngvale Trustee, the part ies of the first part ha ve this day granted, bargained, and sold to the said Trustee the following described property, located in the County of DeSoto, and state of Mississippi, viz: ~~All of the agricultural products of every kind that — now be — on hand, and all the crops of every kind to be grown by — and — during the year 19— on the land that — may be — cultivating, or cause to be cultivated, as landlord or tenant or otherwise,

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4057 ORDER TO CLERK TO CANCEL DEED OF TRUST Class C

STATE OF MISSISSIPPI, DeSoto County. } ss.

KNOW ALL MEN BY THESE PRESENTS: That Lazy C Ranch, Inc. of Memphis, Tennessee the beneficiary, does hereby certify that a certain trust deed bearing date the 15th day of May 19 73 made and executed by Cary Whitehead of Memphis, Tennessee to the above named beneficiary, and recorded in the office of the Chancery Clerk of DeSoto County, in the State of Mississippi in Real Estate Trust Deed Record No. 166 on page 623 of the Record of Trust Deeds, on the 12th 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.

LAZY C RANCH, INC.

by Stephen L. Lunsford

Vice President

STATE OF ~~MISSISSIPPI~~ Tennessee, ~~DeSoto~~ County. } ss.
Shelby

Personally came and appeared before me, the undersigned authority, a notary public in and for County and State aforesaid, Stephen L. Lunsford / Vice President of Lazy C. Ranch Inc who acknowledged that he signed and delivered the above and foregoing instrument on the day and date for the purpose therein mentioned.

Given under my hand and seal of office this 29 day of September A. D. 19 75

D. RUSSELL KNOX NOTARY PUBLIC SHELBY COUNTY, TENNESSEE

My commission Expires 9/28/1977

Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 8 o'clock 30 minutes A M. 7 day of Oct. 1975, and that the same has been recorded in Book 191 Page 539 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 8 day of Oct. 1975.

Fees $ 2.50 pd.

SEAL H. L. Ferguson, CLERK

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0/P D.R.

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST Class C

STATE OF MISSISSIPPI, DeSoto County. } ss.

KNOW ALL MEN BY THESE PRESENTS: That The Hernando Bank

of Hernando, Mississippi the beneficiary, does hereby certify that a certain trust deed

bearing date the 31st day of March 19 75, made and executed by Ernest A. Womack, Jr. and

Doris Womack 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 478

of the Record of Trust Deeds, on the 8th 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 Oct, 19 75.

THE HERNANDO BANK

by: A. S. Ballard, Jr., President

STATE OF MISSISSIPPI, DeSoto County. } ss.

Personally came and appeared before me, the undersigned authority Elois M. Barbee, Notary Public

in and for County and State aforesaid, A. S. Ballard, Jr., President who acknowledged that he signed and

delivered the above and foregoing instrument on the day and date for the purpose therein mentioned., as the act and deed of said The Hernando Bank, after first being duly authorized and empowered to so do.

Given under my hand and seal of office this 7th day of Oct A. D. 1975

Elois M. Barbee

My Commission Expires Jan. 7, 1978

LAWRENCE-GREENWOOD 37844

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 Oct. 1975, and that the same has been recorded in Book 191 Page 540 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 8 day of Oct. 1975.

Fees $ 2.50 pd.

SEAL H. L. Ferguson, CLERK

Assignment of this Instrument Recorded in Real Estate T/D Book No. 194 Page 91 This the 5 day of Dec. 1975

H. D. Ferguson Clerk

Assignment of this Instrument Recorded in Real Estate T/D Book No. 193 Page 386 This the 24 day of Dec 1975

H. D. Ferguson Clerk

541

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 October, 1975, by and between THOMAS L. YORK and wife, CAROLYN F. YORK,

, hereinafter called the Grantor;
G. L. OATES, hereinafter called the Trustee, and

WORTMAN & MANN, INC. and existing under the laws of the State of Mississippi, a corporation organized and post-office address at 444 North State St., Jackson, Mississippi, having its principal office hereinafter called the Beneficiary:

WITNESSETH, That the Grantor, in consideration of the debt and trust hereinafter mentioned, and the sum of One Dollar ($1.00) to the Grantor paid by the Trustee, the receipt whereof is hereby acknowledged, does by these presents grant, bargain, sell, convey, and warrant unto the Trustee, the following-described real estate, together with all buildings and improvements thereon (or that may hereafter be erected thereon), and the hereditaments and appurtenances and all other rights thereunto belonging, or in anywise now or hereafter appertaining, and the reversion and reversions, remainder or remainders, rents, issues, and profits thereof, and all rights of homestead, and all plumbing, heating, and lighting fixtures and equipment now or hereafter attached to or used in connection with said premises, situated in the County of DeSoto, State of Mississippi, to wit:

Lot 1799, 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.

Deed of Assignment recorded in Book 595 Page 31 This 31 day of July 1992 W. E. Davis Chancery Clerk By: Woodard, D.C.

TO HAVE AND TO HOLD the same unto the Trustee and unto his successors and assigns, forever.

IN TRUST, HOWEVER, to secure to Wortman & Mann, Inc. and existing under the laws of the State Of Mississippi, a corporation organized of a certain promissory note of even date herewith in the principal sum of Twenty-Four Thousand and No/100********** Dollars ($ 24,000.00), the payment at the rate of nine per centum (9 %) per annum on the balance remaining from time to time unpaid; principal and interest being payable at the office of Wortman & 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 Ninety-Three and 20/100********** Dollars ($ 193.20), commencing on the first day of December, 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 November, 2005.

The Grantor, in order more fully to protect the security of this Deed of Trust, does hereby covenant and agree as follows:

1. That he will pay all and singular the principal and interest and other sums of money payable by virtue of the note secured hereby and of this lien, at the times and in the manner in said note and hereinafter provided. Privilege is reserved to pay the debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due on the note, on the first day of any month prior to maturity; provided, however, that written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment; and provided further that in the event the debt is paid in full prior to maturity and at that time it is insured under the provisions of the National Housing Act, he will pay to the Beneficiary an adjusted premium charge of one percentum (1%) of the original principal amount thereof, except that in no event shall the adjusted premium exceed the aggregate amount of premium charges which would have been payable if this Deed of Trust and the note secured hereby had continued to be insured until maturity; such payment to be applied by the Beneficiary upon its obligation to the Secretary of Housing and Urban Development on account of mortgage insurance.

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2. That, together with and in addition to the monthly payments of principal and interest payable under the terms of the note secured hereby, he will pay to the Beneficiary on the first day of each month until the note is fully paid, the following sums:

(a) An amount sufficient to provide the holder hereof with funds to pay the next mortgage insurance premium if this instrument and the note secured hereby are insured, or a monthly charge (in lieu of a mortgage insurance premium) if they are held by the Secretary of Housing and Urban Development, as follows:

(I) If and so long as said note of even date and this instrument are insured or are reinsured under the provisions of the National Housing Act, an amount sufficient to accumulate in the hands of the holder one (1) month prior to its due date the annual mortgage insurance premium, in order to provide such holder with funds to pay such premium to the Secretary of Housing and Urban Development pursuant to the National Housing Act, as amended, and applicable Regulations thereunder; or

(II) If and so long as said note of even date and this instrument are held by the Secretary of Housing and Urban Development, a monthly charge (in lieu of a mortgage insurance premium) which shall be in an amount equal to one-twelfth (1/12) of one-half (½) per centum of the average outstanding balance due on the note computed without taking into account delinquencies or prepayments;

(b) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable to renew the policies of fire and other hazard insurance on the premises covered by this Deed of Trust, plus taxes and assessments next due on these premises (all as estimated by the Beneficiary) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by the Beneficiary in trust to pay said ground rents, premiums, taxes, and special assessments; and

(c) All payments mentioned in the two preceding subsections of this paragraph and all payments to be made under the note secured hereby shall be added together, and the aggregate amount thereof shall be paid by the Grantor each month in a single payment to be applied by the Beneficiary to the following items in the order set forth:

(I) premium charges under the contract of insurance with the Secretary of Housing and Urban Development, or monthly charge (in lieu of mortgage insurance premium), as the case may be;

(II) ground rents, if any, taxes, special assessments, fire and other hazard insurance premiums;

(III) interest on the note secured hereby; and

(IV) amortization of the principal of said note.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Grantor prior to the due date of the next such payment, constitute an event of default under this Deed of Trust. The Beneficiary may collect a "late charge" not to exceed two cents (2¢) for each dollar ($1) of each payment more than fifteen (15) days in arrears to cover the extra expense involved in handling delinquent payments.

3. If the total of the payments made by the Grantor under *(b)* of paragraph 2 preceding shall exceed the amount of the payments actually made by the Beneficiary for ground rents, taxes, or assessments, or insurance premiums, as the case may be, such excess at the option of the Beneficiary, shall be credited on subsequent payments to be made by the Grantor, or refunded to the Grantor. If, however, the monthly payments made by the Grantor under *(b)* of paragraph 2 preceding shall not be sufficient to pay ground rents, taxes and assessments, and insurance premiums, as the case may be, when the same shall become due and payable, then the Grantor shall pay to the Beneficiary any amount necessary to make up the deficiency, on or before the date when payment of such ground rents, taxes, assessments, or insurance premiums shall be due. If at any time the Grantor shall tender to the Beneficiary, in accordance with the provisions thereof, the full payment of the entire indebtedness represented thereby, the Beneficiary shall, in computing the amount of such indebtedness, credit to the account of the Grantor all payments made under the provisions of *(a)* of paragraph 2 hereof which the Beneficiary has not become obligated to pay to the Secretary of housing and Urban Development, and any balance remaining in the funds accumulated under the provisions of *(b)* of paragraph 2 hereof. If there shall be a default under any of the provisions of this Deed of Trust resulting in a public sale of the premises covered hereby or if the Beneficiary acquires the property otherwise after default, the Beneficiary shall apply, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under *(b)* of paragraph 2 preceding, as a credit against the amount of principal then remaining unpaid under the note secured hereby, and shall properly adjust any payments which shall have been made under *(a)* of paragraph 2.

4. That he will pay all and singular the costs, charges, and expenses including a 10% attorney's fee, reasonably incurred or paid at any time by the Beneficiary, because of the failure on the part of the Grantor to perform, comply with, and abide by each and every the stipulations, agreements, conditions, and covenants of the note secured hereby and of this Deed of Trust, or either, and every such payment shall bear interest from date at the rate set forth in the note secured hereby, shall be payable on demand, and shall be fully secured by this Deed of Trust.

5. That he will not commit, permit, or suffer waste, impairment, or deterioration of said property or any part thereof, and in the event of the failure of the Grantor to keep the buildings on said premises and those to be erected on said premises, or improvements thereon, in good repair, the Beneficiary may make such repairs as in its discretion it may deem necessary for the proper preservation thereof, and the sums so paid shall bear interest from date at the rate set forth in the note secured hereby, shall be payable on demand, and shall be fully secured by this Deed of Trust.

6. That he will keep the improvements now existing or hereafter erected on the said premises, insured as may be required from time to time by the Beneficiary against loss by fire and other hazards, casualties, and contingencies, including war damage, in such amounts and for such periods as may be required by the Beneficiary and will pay promptly, when due, any premiums on such insurance provision for payment of which has not been made hereinbefore. All insurance shall be carried in companies approved by the Beneficiary and the policies and renewals thereof shall be held by the Beneficiary and have attached thereto loss payable clauses in favor of and in form acceptable to the Beneficiary. In event of loss the Grantor will give immediate notice by mail to the Beneficiary, who may make proof of loss if not made promptly by the Grantor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Beneficiary instead of to the Grantor and the Beneficiary jointly, and the insurance proceeds, or any part thereof, may be applied by the Beneficiary at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this Deed of Trust or other transfer of title to the said premises in extinguishment of the indebtedness secured hereby, all right, title, and interest of the Grantor in and to any insurance policies then in force shall pass to the purchaser or grantee.

7. That he will pay all taxes, assessments, water rates, and other governmental or municipal charges, fines, or impositions, for which provision has not been made hereinbefore, and shall promptly deliver the official receipts therefor to the Beneficiary; and in default of such payment by the Grantor, the Beneficiary may pay the same, and any amount so paid by the Beneficiary shall then be added to the principal debt named herein and shall be secured hereby.

8. The Grantor further agrees that should this Deed of Trust and the note secured hereby not be eligible for insurance under the National Housing Act within sixty (60) days from the date hereof (written

statement of any officer of the Department of Housing and Urban Development or authorized agent of the Secretary of Housing and Urban Development dated subsequent to the aforesaid time from the date of this Deed of Trust, declining to insure said note and this Deed of Trust, being deemed conclusive proof of such ineligibility), the Beneficiary or the holder of the note may, at its option, declare all sums secured hereby immediately due and payable.

If the Grantor shall well and truly keep and perform all the covenants and agreements in this Deed of Trust, and in the note hereby secured, set forth, and well and truly pay off and discharge the said note and other indebtedness secured and intended to be secured hereby, then this conveyance shall be null and void, but otherwise shall remain in full force and effect and at the request of the Beneficiary, the said Trustee, or any successor appointed in his stead, shall sell the premises covered hereby at public auction for cash to the highest and best bidder, during legal hours, at any front door of the county courthouse of DeSoto County, State of Mississippi, after giving notice, by advertising and posting as required by law, of the time, place, and terms of sale, and out of the proceeds arising from such sale, the said Trustee, or any successor, shall first pay all the costs and expenses of executing this Trust, including a reasonable compensation of said Trustee; next, said Trustee shall pay the balance of the indebtedness hereby secured then remaining unpaid; and lastly, any balance remaining in the hands of said Trustee shall be paid to the Grantor. The Beneficiary, or any subsequent holder of the note, or the duly authorized Attorney-in-Fact of either, is hereby authorized and empowered to appoint and substitute another Trustee in the place of the Trustee named herein, at any time, by writing, duly signed and acknowledged and recorded in the county or counties where the premises covered hereby are situate, and such appointee shall have full power as the Trustee herein, together with all the rights and privileges thereunto belonging. No one exercise of this power of appointment, power of sale, or any other power or right given in this Deed of Trust shall exhaust the right to exercise such power, but all rights and powers herein given may be exercised as often as may be necessary to achieve the perfect security and the collection of the indebtedness secured by this Deed of Trust until said indebtedness is fully paid and discharged. At any sale had by any Trustee hereunder, the Trustee may, from time to time, adjourn said sale to a later date without readvertising the sale by giving notice of the time and place of such continued sale at the time when and where the Trustee shall make such adjournment, and at any sale made to enforce the Trust herein given, the Beneficiary, or any person in interest, may become a purchaser, and upon payment of the purchase price, the Trustee shall execute a deed of conveyance, which conveyance shall vest full and perfect title in such purchaser upon payment of the purchase price.

The Grantor hereby assigns to the Beneficiary any and all rents on the premises covered hereby and authorizes the Beneficiary, by its agent, to take possession of said premises at any time there is any default in the payment of the debt hereby secured or in the performance of any obligation herein contained, and rent the same for the account of the Grantor, and to deduct from such rents all costs of collection and administration and to apply the remainder of the same on the debt hereby secured.

The Grantor further covenants and agrees that in case of a sale, as hereinabove provided, the Grantor or any person in possession under the Grantor, shall then become and be tenants holding over and shall forthwith deliver possession to the purchaser at such sale, or be summarily dispossessed in accordance with the provisions of law applicable to tenants holding over.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, the Grantor(s) ha ve hereunto set their hand(s) the day and year herein first written above.

Thomas L. York
Thomas L. York

Carolyn F. York
Carolyn F. York

STATE OF MISSISSIPPI,
COUNTY OF DESOTO } SS:

Personally appeared before me, Edna E. Camp, the undersigned Notary Public in and for the said County, the within named Thomas L. York and Carolyn F. York, 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 October, 19 75

(SEAL)
My Commission Expires:
April 9, 1979.

Edna E. Camp
NOTARY PUBLIC

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock 30 minutes A M. 8 day of Oct. 1975, and that the same has been recorded in Book 191 Page 541 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 8 day of Oct. 1975.

Fees $ 5.00 pd.

SEAL H. P. Ferguson, CLERK

544

o/c B.R.

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST Class C

STATE OF MISSISSIPPI, DeSoto County. } ss.

KNOW ALL MEN BY THESE PRESENTS: That The Hernando Bank

of Hernando, Mississippi the beneficiary, does hereby certify that a certain trust deed

bearing date the 10th day of April 19 72, made and executed by Dewitt T. May, Jr. et ux

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. 140 on page 499

of the Record of Trust Deeds, on the 10th day of April, 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 7th day of Oct, 19 75.

THE HERNANDO BANK

by: A. S. Ballard, Jr., President

STATE OF MISSISSIPPI, DeSoto County. } ss.

Personally came and appeared before me, the undersigned authority Eloia M. Barbee, Notary Public

in and for County and State aforesaid, A. S. Ballard, Jr., 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 7th day of Oct. A. D. 19 75

Eloia M. Barbee

My Commission Expires Jan. 7, 1978

LAWRENCE-GREENWOOD 57844

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 30 minutes A M. 8 day of Oct. 1975, and that the same has been recorded in Book 191 Page 544 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 8 day of Oct. 1975.

Fees $ 2.50 pd.

SEAL H. W. 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

Roy Chandler, Jr., a single person

to G. L. Oates , Trustee for the use and benefit of Wortman & Mann, Inc. beneficiary on the 5th day of September, 1975 encumbering certain lands in the County of DeSoto , State of Mississippi, which said Deed of Trust is recorded in Book 190 at Page 289 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 $ 29,000.00 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 7th day of October, 1975

WORTMAN & MANN, INC.

BY: _____
Thomas J. Tompkins, Vice President

ATTEST:

BY: _____
Charles M. Kelly, Vice President

STATE OF MISSISSIPPI
COUNTY OF HINDS

Personally appeared before me, the undersigned authority in and for the aforesaid jurisdiction, the within named Thomas J. Tompkins and Charles M. Kelly , who acknowledged that they, as Vice President and Vice President respectively, for and on behalf of and by authority of said Wortman & Mann, Inc, signed and delivered the above and foregoing instrument and affixed the corporate seal of said corporation thereto on the day and year therein mentioned for the intent and purpose therein expressed.

Given under my hand and official seal of office, this 7th day of October, 1975

My Commission Expires August 2, 1979

_____
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 Oct. 1975, and that the same has been recorded in Book A1 Page 545 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 8 day of Oct. 1975.

Fees $ 2.50 pd.

SEAL H. L. Ferguson, CLERK

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DEED OF TRUST

A MISSISSIPPI CORPORATION

Mae

WHEREAS, Elijah Johnson & Lena Johnson are justly indebted to Liberty Loan Corporation in the sum of 1889.67 DOLLARS and according to the terms of a promissory note of even date herewith made by borrowers payable to lender at Texas described more fully as herein set out, dated, October 6, 19 75, and payable in installments of $ 37 99.67 each on the 20th day of each and every month thereafter until paid, with interest after maturities, and providing for the maturity of the entire note, at the option of the holder thereof, for failure to pay any installment or fulfill any obligation of said note, due consideration being allowed for unearned interest, and providing for a reasonable attorney's fee, for collection, of not less than twenty per cent of balance, principal and interest, or a minimum of TEN DOLLARS, which promissory note has been negotiated through and guaranteed by the licensed broker Liberty Loan Corporation

WHEREAS borrowers are anxious to secure the payment of said indebtedness together with any other indebtedness that may become due and owing under the terms of this instrument.

NOW, THEREFORE, in consideration of FIVE AND NO/100 ($5.00) DOLLARS, to the undersigned Grantors this day paid by CONWAY YATES Trustee, the receipt of which is hereby acknowledged, the grantors do hereby convey and warrant unto the said Trustee, the following described land and property, together with all the hereditaments and appurtenances thereunto appertaining, including so far as they now are, or may hereafter belong to or be used in connection with the buildings now or hereafter to be erected on said premises, all elevators, heating and ventilating apparatus, gas, electric light and other fixtures, whether attached to said premises or detached therefrom, thereupon situated and thereunto belonging, lying and being situated in the City or Town of Southaven, Mississippi District of County, State of Mississippi, and more particularly described as follows, to-wit:

Four (4) acres, more or less, situated in the Northwest Quarter of Section Fifteen (15), Township Two (2), Range Seven (7) West, and being the Southxx Part of Elnora King Richardson's Share No. 3 of the Division of the Mary Frances King Lands, as shown by Partition deed dated March 3, 1960, which deed together with Engineer's Plat is of record in Book 47, Page 535 of the Deed Records of Desoto County, Mississippi, and to which full reference is now made, and with said lands being particularly described as follows: Beginning at an iron pin at the Southeast corner of said Share No. 3; thence North 5 deegrees 20 minutes West 525.14 feet to an iron pin in the South line of Share No. 1 of said Division; thence Southx 84 degrees 30 minutes East with the West line of said Share No. 3; thence Southx5 degrees 20 minutes East with the West line of said Share thence North 84 degrees 30 minutes East with the South line of said No. 3 aDistance of

Gross:	1889.67
Ldrs. Int.:	0
Ser. Chg.:	0
Life Ins.:	
Fire Ins.:	0
Cash to Cust.:	0

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 indemnifies the beneficiary herein not only against any loss they may sustain by virtue of their unconditional endorsement of that certain promissory note described heretofore but also such future and additional advances as may be made to the grantors, or either of them, by the lender or the beneficiary in a sum not exceeding $20,000 (the beneficiary or the lender to be the sole judge as to whether or not any such future additional advances will be made) as well as any additional indebtedness heretofore or hereafter contracted with the lender or beneficiary hereunder by the grantors, or either of them, before the cancellation of record of this instrument, whether such indebtedness be represented by promissory notes, open account or otherwise, including also any indebtedness of any grantor made as joint maker, surety, endorser or guarantor, together with all extensions and renewals of any of the aforementioned obligations, or any part thereof, and whether otherwise secured or not.

Second: If default be made in any payment of any installment of principal or interest of any indebtedness herein provided for when the same may become due and payable, then the whole of the indebtedness indemnified by this instrument, may at the option of the beneficiary, and without notice of the grantor be declared immediately due and payable.

Third: A failure on the part of the beneficiary to exercise any option herein contained in event of default being made, shall not constitute a waiver of the beneficiary's right to exercise said option in event of any subsequent default.

Fourth: In case the grantors or either of them or their vendees of the property herein conveyed, immediate or remote, should become insolvent, or apply to a bankruptcy court to be adjudicated a voluntary bankrupt, or, proceedings be instituted to put them in involuntary bankruptcy, or should any proceeding be taken against the grantors, or the said vendees, immediate or remote, or either of them, looking to the appointment of a receiver, assignee, or trustee, then, and in either or any such case all rents becoming due thereafter on the property herein conveyed shall be due and payable to the beneficiary herein, to be applied on any loss sustained by the beneficiary herein and the whole indebtedness may be declared due and payable by the lender or the beneficiary herein.

Fifth: The grantors further bind themselves not to abandon said property and to covenant that waste will not be committed or suffered to be committed thereon, and a breach of either of these agreements and conditions shall cause the entire indebtedness to the lender to become due and payable at the option of the said lender or beneficiary herein.

Sixth: It is further agreed that said property shall be kept fully insured for the benefit of the said beneficiary and payable to it in the event of loss as its interest may appear, for application by it, in behalf of the undersigned, to any balance then remaining outstanding on the aforesaid note, whether all thereof be due and payable or not.

Seventh: It is further agreed that all taxes maturing from time to time on said property shall be kept promptly paid. For default in either of said matters, the trustee may make sale of said property hereinafter provided in event of default of payment of said note by the undersigned, and of all or any part thereof by said beneficiary and apply the proceedings for the benefit of the undersigned and guaranty of said beneficiary, in payment of said note, whether all there be then due or not, and costs of making sale.

The undersigned further represents unto the said beneficiary that there are no liens or encumbrances of any sort against the property conveyed herein, and this representation is made for the purpose of inducing the said beneficiary to guarantee and unconditionally endorse the note of the undersigned hereinbefore described.

The beneficiary, or any owner of said notes, or either of them is hereby authorized to appoint successive trustees in the place of CONWAY YATES, Trustee named herein, or his successor or successors, if from any cause the said Trustee, or his successor or successors shall not be present, able and willing to execute this trust.

This conveyance, however, is in trust to indemnify LIBERTY LOAN CORPORATION against any loss they may sustain on the said note secured hereby and any and all other indebtedness or losses that may become due and owing to the beneficiary-lender under the terms of this instrument and indemnified and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security, and any other indebtedness that may become due and owing by the grantors to the beneficiary during the term of this deed of trust arising in any manner whatsoever. If all of the notes hereinbefore mentioned shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment of interest, or in the payment of taxes or insurance as provided herein, or in the payment when due and demandable of any other item mentioned herein, or the interest thereon, or if default is made in any other covenant herein contained, then in that event the entire principal sum secured hereby, with all interest and charges accrued thereon, and all amounts herein, shall at the option of the beneficiary, be and become at once due and payable without notice to the grantors, and the trustee herein named, or his successor, or successors, shall, at the request of the beneficiary, sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid, then unpaid, after giving notice of the time, place and terms of sale as required by Section 885 of the Mississippi Code of 1942 and amendments, if any, thereto, and make a deed to the purchaser or purchasers thereof. Out of the proceeds arising from said sale, the costs and expenses of executing this deed of trust, including a ten (10%) percent trustee's fee, which is hereby agreed to be a reasonable trustee's fee, and the attorney's fee prescribed in said note or notes, shall first be paid, next the amount of said indebtedness then remaining unpaid shall be paid and lastly, any balance remaining shall be paid to the undersigned grantors or to their proper representatives, agents or assigns.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, the use of any gender shall be applicable to all genders, and the term "Beneficiary" shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

IN TESTIMONY WHEREOF, Witness the signature of the grantors on this the 6th Day of October A. D., 19 75

Elijah Johnson

Elijah Johnson

Lena Mae Johnson

Lena Mae Johnson

STATE OF MISSISSIPPI

DESOTO COUNTY

Personally appeared before me, the undersigned ELIJAH JOHNSON AND LEAN MAE JOHNSON in and for said County, the within named Liberty Loan Corporation who acknowledged that THEY signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and seal of office this 6th day of October 19 75.

Wm. A. Graves

Form 220 Rev. 4/68

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 Oct. 1975, and that the same has been recorded in Book 191 Page 546 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 8 day of Oct. 1975.

Fees $ 9.50 pd.

SEAL H.G. Ferguson, CLERK

Mississippi Bankers Association
Form No. 1
(Revised Dec. 1956)
LAND

DEED OF TRUST
LAND

THIS INDENTURE, this day made and entered into between

Carl J. Wood, Jr. and wife, Christine P. Wood

of the first part, hereinafter designated as the Grantor,

Dwight K. Luter Trustee, of the second part, hereinafter designated as Trustee, and

Security Bank of Southaven of the third part, hereinafter designated as the Beneficiary.

WITNESSETH: That whereas the Grantor is justly indebted to the beneficiary in the full sum of

Ten Thousand Four Hundred Twenty-Seven and 40/100---------- DOLLARS

($10,427.40) 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 sixty (60) equal monthly installments of One Hundred Seventy-Three and 79/100 Dollars ($173.79), the first installment being due and payable on or before October 30, 1975, with a like installment being due and payable on or before the 30th 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 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 whosoever is the owner and holder of this note.

WHEREAS, the said grantor desires to secure the prompt payment at maturity of the aforesaid indebtedness, as well as any extension of the same, or any part thereof, and any other or further indebtedness in the way of future advances hereunder, or otherwise, that the grantor, or either of them, may now or hereafter owe the beneficiary, as hereinafter provided:

NOW, THEREFORE, in consideration of the premises, and the further consideration of Ten Dollars ($10.00) cash in hand paid by the aforesaid trustee, the receipt of which is hereby acknowledged, the grantor does hereby convey and warrant unto the said trustee, the property situated in the

County of DeSoto

State of Mississippi, and more particularly described as follows, to-wit:

Lot 1510, Section "E" Southaven West Subdivision, in Section 22, Township 1 South, Range 8 West, as per plat thereof recorded in plat book 3, pages 27-28 in the office of the Chancery Clerk of DeSoto County, Mississippi.

This is a second lien deed of trust on the above described property.

Copyright Mississippi Bankers Association

CANCELLED BY AUTHORITY RECORDED IN BOOK
209 PAGE 284
THIS 31 DAY OF Mar 1972
W. H. Ferguson
CHANCERY CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK
210 PAGE 481
THIS 22 DAY OF June 1977
CHANCERY CLERK

Together with all the hereditaments and appurtenances thereunto appertaining, as far as they may now or hereafter, during the term of this deed of trust, belong to or be used in connection with the occupancy of any building on the said land, or that may be hereafter erected thereon, all heating and ventilating apparatus, gas, electric light and other fixtures, whether attached to said premises or detached therefrom.

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary herein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment of interest as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other convenant herein contained, then and in that event the entire principal sum secured hereby with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, or the owner or holder of said note or notes, be and become at once due and payable, and the trustee herein named, or his successor or successors, shall, at the request of the beneficiary, or at the request of any owner or holder of the note or notes secured hereby, sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid. Such sale shall be made by giving notice of the time, place and terms of sale as required by Section 888 of the Mississippi Code of 1942 and amendments if any thereto, and the trustee shall make deed to the purchaser or purchasers. Should the beneficiary, or the owner or holder of the note or notes secured hereby be a corporation, then in such event a declaration of default to the trustee, and a request for sale hereunder, may be made by any officer thereof. If the land covered hereby is situated in two or more counties, or in two judicial districts of the same county, the trustee may sell the whole in any of the counties, or in either of the judicial districts of a county in which any part of the land lies. Out of the proceeds of sale the trustee shall first pay the cost of advertising and making the sale; and secondly, he shall pay whatever items may have been incurred and remain unpaid in the protection of this security; then he shall pay such of the items of indebtedness secured hereby as may be outstanding in the order of their maturity, and any balance remaining in his hands shall be delivered to the grantor, or to his proper representatives, agents or assigns.

It is agreed and understood, by and between the parties hereto that this conveyance is executed and intended to be, and is hereby made subject to the following covenants, stipulations and conditions, all of which shall be binding upon the parties hereto and each of them.

First. In addition to the indebtedness specifically mentioned above, and any and all extensions or renewals of the same, or any part thereof, this conveyance shall also cover such future and additional advances as may be made to the grantor, or either of them, by the beneficiary, not to exceed the sum of $125,000.00, the beneficiary to be the sole judge as to whether or not such future and additional advances shall be made. In addition to all of the above, it is intended that this conveyance shall secure, and it does secure any and all debts, obligations, or liabilities, direct or contingent, of the grantor herein, or either of them, to the beneficiary, whether now existing or hereafter arising at any time before actual cancellation of this instrument on the public records of mortgages and deeds of trust, whether the same be evidenced by note, open account, over-draft, endorsement, guaranty or otherwise.

Second. The grantor will at all times during the continuance of this deed of trust keep the buildings and improvements on said premises insured against loss or damage by fire, storm, war damage and other hazard in such reliable insurance company, or companies, as may be acceptable to the beneficiary, for the maximum amount of insurance obtainable, or in such amount as may be approved by beneficiary, and all policies covering the same shall contain the proper loss payable clause, making all losses, if any, payable to the beneficiary, his successors or assigns, and shall be delivered to the beneficiary herein, or to the owner or holder of the notes secured hereby as additional security. In case of loss and payment by any insurance company, the amount of insurance money so paid shall be applied either on the indebtedness secured hereby, or in rebuilding or restoring the damaged building, or buildings, or it may be released to the grantor, as the beneficiary may elect. In the event of loss the grantor shall immediately give notice by mail to the beneficiary who may make proof of loss if same be not promptly made by the grantor. Each insurance company involved is hereby authorized, empowered and directed to make payment for any loss directly to the beneficiary instead of to the grantor and the beneficiary jointly.

Third. The grantor will pay all taxes and assessments, general or special, which may be assessed against the said land, premises or property, or upon the interest of the trustee or the beneficiary therein, or upon this deed of trust, or the indebtedness secured hereby, without regard to any law heretofore enacted or that may hereafter be enacted imposing payment of the whole or any part thereof upon either the trustee or beneficiary, and further will furnish annually to the beneficiary certificates or receipts of the proper officer showing full payment of all such taxes and assessments.

Fourth. That the rents, issues and profits of all and every part of the property here conveyed are specifically pledged to the payment of the indebtedness hereby secured, and all obligations which may accrue under the terms of this instrument. Upon the maturity of the indebtedness hereby secured, either by lapse of time or by reason of any default as herein provided, or if at any time it becomes necessary to protect the lien of this conveyance, the beneficiary, or any owner, or holder of the notes secured hereby, shall have the right to forthwith enter into and upon the property hereinbefore described and take possession thereof, and collect and apply the rents, issues and profits thereon upon the indebtedness secured hereby, or may, if it is so desired, have a receiver appointed by any court of competent jurisdiction to collect and impound the said rents, issues and profits and after paying the expense of such receivership apply the balance thereof to the payment of any indebtedness secured hereby.

Fifth. The failure on the part of the grantor to keep and perform each, any, and all of the covenants and stipulations of this deed of trust, or the passage by the State of Mississippi of any law imposing payment of the whole or any portion of any of the taxes aforesaid upon the trustee or the beneficiary, or upon the rendering by any court of competent jurisdiction of a decision that the stipulation or provision herein covering the payment of taxes or assessments is legally inoperative, shall give to the beneficiary or to the owner or holder of the notes secured hereby the option to at once declare the entire principal sum hereby secured with all interest and charges thereon, and all other amounts secured hereby at once due and demandable and to have the property advertised and sold by the trustee herein named, or his successor or successors, in accordance with the provisions of this conveyance hereinbefore set out. But in case such default consists in the failure to keep the said property insured or to pay the taxes herein required, the beneficiary, or the owner or holder of the said secured notes, may procure said insurance and pay said taxes and assessments, or redeem the property from tax sale if it has been sold; and any and all sums paid in procuring said insurance or in paying said taxes or assessments or in redeeming said property from tax sale, together with interest thereon at the rate herein stipulated from the date the same shall have been paid, shall be covered by this conveyance and shall be due and demandable on the date of the maturity of the interest installment which may become due under the terms of this instrument next after such additional items of expense are made or incurred. In case the beneficiary or the owner or holder of said secured notes elects to advance insurance premium and/or taxes, the receipt of an agent of the insurance company or companies in which said insurance is placed shall, with respect to such insurance premiums, be conclusive evidence as between the parties to this conveyance of the amount and fact of payment thereof; and the receipt of the proper public official, shall with respect to the taxes and assessments, aforesaid, be conclusive as between the parties to this conveyance of the amount and validity of said taxes or assessments and of the fact of the payment thereof.

Sixth. The beneficiary, or any owner or holder of the note secured hereby, may at pleasure, without giving formal notice to the original or any successor trustee, or to the grantor herein, and without regard to the willingness or inability of any such trustee to act, or to execute this trust, appoint another person or succession of persons to act as trustee herein, and such appointee or substitute shall have all the powers in the execution of this trust as are vested in the trustee herein named. If the beneficiary, or the owner or holder of the note secured hereby, be a corporation, such appointment may be made by its president, vice-president, assistant vice-president, secretary or treasurer.

Seventh. In case of foreclosure and sale of the property covered hereby, the beneficiary, or any owner or holder of the notes secured hereby, shall have the same right to purchase at said sale as if a stranger to this instrument.

Eighth. Grantor covenants that the premises and property covered hereby will at all times be used in a good and husbandlike manner, for lawful purposes only, and that waste will not be committed or suffered to be committed thereon.

Ninth. Whenever in this deed of trust the context so requires, the singular number shall include the plural, and the plural the singular; holder of the note or notes shall be deemed to refer to and include the owner of the debt, and the word beneficiary shall at any and all times include and mean the then holder of the note or notes secured hereby.

IN TESTIMONY WHEREOF, witness the signature of the grantor this the 1st day of October 1975.

Carl J. Wood, Jr.

Christine P. Wood

Christine P. Wood

STATE OF MISSISSIPPI,
COUNTY OF DESOTO

This day personally appeared before me, the undersigned authority, in and for the State and County aforesaid, the within named Carl J. Wood, Jr. and wife, Christine P. Wood who severally acknowledged that they signed and delivered the above and foregoing deed of trust on the day and year therein mentioned.

Given under my hand and official seal, this the 1st day of October 1975

My Commission Expires: 9-2-79

Mary K Waller
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 Oct. 1975, and that the same has been recorded in Book 191 Page 547 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 8 day of Oct. 1975.

5.00

W. D. Ferguson Clerk

550

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST

Class C

STATE OF MISSISSIPPI, DeSoto County. } ss.

KNOW ALL MEN BY THESE PRESENTS: That The Hernando Bank

of Hernando, Mississippi the beneficiary, does hereby certify that a certain trust deed

bearing date the 6th day of October 19 72, made and executed by Jacobi W. Flynn and

Marjorie R. Flynn 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. 149 on page 63

of the Record of Trust Deeds, on the 11th day of October, A. D. 19 72, is now fully paid

and satisfied; and I do hereby authorize the Clerk of the Chancery Court of said DeSoto

County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of

said County also as provided by law. This the 7th day of Oct., 19 75.

THE HERNANDO BANK

by: A. S. Ballard, Jr., President

STATE OF MISSISSIPPI, DeSoto County. } ss.

Personally came and appeared before me, the undersigned authority Elois M. Barbee, Notary Public

in and for County and State aforesaid A. S. Ballard, Jr., President who acknowledged that he signed and

delivered the above and foregoing instrument on the day and date for the purpose therein mentioned, as the act and deed of said The Hernando Bank, after first being duly authorized and empowered to so do.

Given under my hand and seal of office this 7th day of Oct. A. D. 19 75

Elois M. Barbee

My Commission Expires Jan. 7, 1978

LAMBERT-GREENWOOD 37844

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 Oct. 1975, and that the same has been recorded in Book 191 Page 550 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 8 day of Oct. 1975.

Fees $ 2.50 pd. SEAL H. L. Ferguson, CLERK

Paid, Satisfied Cancelled
This 1 day April 19 79
#7020 PCA
Will Ward

Attest
H. G. Ferguson
Chancery Clerk M. Merritt D.C.

Partial Release of this Instrument Recorded in
Real Estate T/D Book
No. 241 Page 235
This 18 day of April 19 79
H. G. Ferguson Clerk

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PCA-M-404
Rev. 6-1-64

LAND DEED OF TRUST

WHEREAS, C. W. Kelly

is/are indebted to the Oxford PRODUCTION CREDIT ASSOCIATION, of Oxford, MISSISSIPPI (hereinafter called Beneficiary), in the sum of Sixty-Six Thousand and No/Hundreds Dollars, for money loaned or to be loaned as evidenced by a promissory note(s) of even date herewith, payable as follows:

No. 1, for $66,000.00, due on XXXXXXXXX 10/1/1976
No. 2, for $_____, due on demand after_____;
No. 3, for $_____, due on demand after_____;
No. 4, for $_____, due on demand after_____;
No. 5, for $_____, due on demand after_____;
No. 6, for $_____, due on demand after_____;
No. 7, for $_____, due on demand after_____;

AND MAY BE OTHERWISE INDEBTED AND MAY BECOME FURTHER INDEBTED TO BENEFICIARY WITHIN 36 MONTHS AFTER THE DATE HEREOF; said note(s) and all indebtedness owing and to become owing hereunder bearing interest as provided in said notes and to which amounts, as a part of the indebtedness, shall be added, if incurred, a reasonable collection and attorney's fee, payment of all of which shall be secured hereby.

NOW, THEREFORE, to secure the payment of said indebtedness, as evidenced above or as otherwise indebted, and any future or additional advances made to the above named debtor(s) and any other indebtedness of debtor(s) to Beneficiary incurred or acknowledged within 36 months from date Kelly Land and Investments, Inc., A Mississippi Corporation (hereinafter called Grantor, whether one or more), does hereby grant, bargain, sell, convey and warrant unto Charles N. Dean Trustee, the following described property situated in DeSoto County, Mississippi, (unless otherwise specified) to-wit:

REAL ESTATE

The South Ninety (90) Acres, more or less, of that part of the Harold Riley Land situated in Section 32, Township 2, South, Range 5, West, lying South of Fairview Road and East of Ingram's Mill Road, and being more particularly described as follows, To-Wit:

Beginning at an iron pin 328.2 feet East of the Northwest Corner of said Section 32, thence following the edge of the pavement of Ingram's Mill Road, turn from true West 102° 51' Left and run 680.2 feet to an iron pin; thence turn 164° 37' Left and run 450 feet to a iron pin; thence turn 194°16' Left and run 67.5 feet to the POINT OF BEGINNING; thence from said Point of Beginning and continuing along the edge of the pavement of Ingram's Mill Road, turn 191° 44' Left from true North and run 201.2 feet to an iron pin; thence turn 184° 40' Left and run 336 feet to an iron pin; thence turn 142° 25' Left and run 332 feet to an iron pin; thence turn 164° 29' Left and run 618.1 feet to an iron pin; thence turn 190° 40' Left and run 179.5 feet to an iron pin; thence turn 284° 45' Left and run 10 feet to an iron pin in a Fence Line, said pin being 69.2 feet North of a Dry Creek Bank and the South Property Line marked by a 12-inch-in-diameter Oak and Fence Corner; thence leaving the edge of the pavement of Ingram's Mill Road turn 97° 50' Right from true North and run 700 feet to a stake in a Fence Line; thence turn 168° 19' Right and run 656 feet to the West Bank of a Dry Ditch; thence turn 187° 0' Right and run 184 feet to a point; thence turn 185° 45' Right and run 451 feet to a point; thence turn 170° 30' Right and run 678 feet to a Fence Line and Stake, said point being 150 feet North of the North Creek Bank; thence turn true North and run 1,957.7 feet to a point; thence turn true West and run 2,190.2 feet to the Point of Beginning, containing 90 Acres, more or less.

AND ALSO: One Hundred Twenty (120) Acres, more or less, all in the Northwest Quarter of Section 29, Township 3, South, Range 5, West, which lies South of the Old Red Banks Creek and being the same land conveyed by Margaret I. Davis to Burley Abernathy and wife by deed in Land Deed Book 95 at Page 363.

Grantor further covenants and agrees:

1. Not to sell, mortgage or otherwise alienate the property herein described without written consent of Beneficiary.

2. That the Beneficiary, or any holder of the note(s) secured hereby, may at its or their option, appoint another person or succession of persons to act as Trustee herein and such appointee shall have all such powers in the execution of this trust as are vested in the Trustee herein named; such appointment, when made by the Beneficiary, may be made by its Secretary-Treasurer or any other officer thereof.

Now, if Grantor shall pay said indebtedness and keep and perform all of the covenants and agreements of this Deed of Trust it shall become null and void; however, if Grantor (1) fails to pay when due any sums secured hereby, or (2) fails to comply with the terms of his loan application or the approval thereof or becomes insolvent, be adjudicated a Bankrupt, or made defendant in a bankruptcy or receivership proceedings, or (3) if, in the opinion of the Beneficiary or assignee, said security or any part thereof be endangered; then, in any such event, Beneficiary or assigns may: (a) refuse to advance any part of said loan then in its possession; and/or (b) mature the then existing indebtedness and proceed with foreclosure on all or any part of the security as hereinafter provided; and/or (c) direct said Trustee to and he may take possession of said security or any part thereof, keep or sell the same; and all expense incident thereto shall be secured hereby.

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If Beneficiary elects to foreclose as above provided, the Trustee, at the request of the Beneficiary, shall sell all or any part of said property (crops, chattels and land), and parts of each may at the option of the Trustee be advertised and sold at different times and the sale of part or parts of the security shall not exhaust the power of the Trustee to sell the remaining security in the same manner, and the Trustee may sell at his election the real estate either as a whole or in parcels (the provisions of Section 888, Mississippi Code of 1942, and Section 111, Mississippi Constitution of 1890 being specifically waived) to satisfy the indebtedness hereby secured after giving notice of the time, place, and terms of sale, as follows:

By publication in some newspaper published in the county in which said property is situated, or if no newspaper is then published in said county, in a newspaper having general circulation therein, for three consecutive weeks preceding the date of sale, and by posting one notice at the courthouse of said county for said time. In case the property herein described is situated in more than one county, or in more than one judicial district of a county or counties, a foreclosure sale of all of said property may be made in any one of the counties or judicial districts in which any part thereof is situated, after giving notice of the time, place and terms of sale in the manner above described in each county and judicial district in which any part of said land lies.

In the event of foreclosure the proceeds shall be applied (1) toward payment of executing this trust, including a reasonable trustee's fee and a reasonable attorney's fee (both of which fees shall accrue immediately upon instructions being mailed or otherwise directed to the trustee to foreclose), (2) toward liquidation of the indebtedness secured hereby, and (3) any balance shall be paid to the Grantor or persons entitled thereto.

WITNESS the signature of Grantor on this 1st day of October, 1975

C. W. Kelly

Attest: Kelly Land & Investments, Inc. by
Constance R. Kelly, Secretary

Kelly Land & Investments, Inc. by
C. W. Kelly, President

STATE OF MISSISSIPPI,

COUNTY OF DeSoto

Before Inc, the undersigned authority in and for said County, in said State, this day personally appeared the within named

C. W. Kelly

who acknowledged that he signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and official seal this 1 day of October 1975

(SEAL)

Notary Public

My commission expires Dec 24, 1975

STATE OF MISSISSIPPI
COUNTY OF DESOTO

Personally came and appeared before me, the undersigned officer in and for aforesaid State and County, duly qualified to take this acknowledgement, C. W. Kelly, President, Kelly Land & Investments, Inc., a Mississippi Corporation, being known to me, who acknowledged to me that he signed and delivered the foregoing instrument of writing on the day and in the year therein written, as the act and deed of said corporation and for the purposes therein set forth, after being fully authorized to do so.

Given under my hand and official seal this 1 day of October 1975

(SEAL)

Notary Public

My commission expires Dec 24, 1975

STATE OF MISSISSIPPI,

COUNTY OF Desoto

I certify that this Deed of Trust was filed for record in my office at 10:30 o'clock A.M., on the 8 day of Oct. 1975, and was duly recorded the ____ day of ____, 19____, on page ____ Book No. ____ in my office.

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 Oct. 1975, and that the same has been recorded in Book 191 Page 551 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 8 day of Oct. 1975.

Fees $ 3.50 paid.

SEAL H. P. Ferguson, CLERK

Holly Springs, Miss. 38635

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Assignment of this instrument recorded in Real Estate T 1D Book No. 192 Page 113 This the 17 day of October 19 75
H. H. Ferguson Clerk

Assignment of this instrument recorded in Real Estate T 1D Book No. 201 Page 21 This the 10 day of June 19 76
H. H. Ferguson Clerk

CANCELLED BY AUTHORITY, RECORDED IN BOOK 451 PAGE 3 THIS 11th DAY OF Oct 19 88
W. E. Davis
by D. Taylor D.C.

FHA FORM NO. 2135 m
Revised September 1970

DEED OF TRUST

THIS DEED OF TRUST, made and entered into this 26th day of September, 19 75, by and between

JAMES T. BOND and wife, ALLIE M. BOND

, hereinafter called the Grantor;

C. B. HENLEY , hereinafter called the Trustee, and

BAILEY MORTGAGE COMPANY , a corporation organized and existing under the laws of the State of Mississippi , having its principal office and post-office address at 161 East Amite 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 132, Section A., HOLLY HILLS SUBDIVISION, situated in Section 30, Township 1 South, Range 8 West, DeSoto County, Mississippi, on record in plat thereof on file in the Office of the Chancery Clerk of DeSoto County, Mississippi, in Plat Book 10, Pages 35 and 34.

Assignment of this instrument recorded in Real Estate T 1D Book No. 252 Page 58 This the 8 day of Nov 19 79
H. H. Ferguson Clerk

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TO HAVE AND TO HOLD the same unto the Trustee and unto his successors and assigns, forever.

IN TRUST, HOWEVER, to secure to BAILEY MORTGAGE COMPANY a corporation organized and existing under the laws of THE STATE OF MISSISSIPPI, the payment of a certain promissory note of even date herewith in the principal sum of Thirty Three Thousand Eight Hundred Fifty & NO/100 Dollars ($ 33,850.00), with interest from date at the rate of seven & 3/4 per centum (7.75 %) per annum on the balance remaining from time to time unpaid; principal and interest being payable at the office of Bailey Mortgage Company 161 East Amite Street in Jackson, Mississippi, or at such other place as the holder may designate, in writing, in monthly installments of Two Hundred forty two and 70/10) Dollars ($), commencing on the first day of November, 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 October, 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 (½) per centum of the average outstanding balance due on the note computed without taking into account delinquencies or prepayments;

(b) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable to renew the policies of fire and other hazard insurance on the premises covered by this Deed of Trust, plus taxes and assessments next due on these premises (all as estimated by the Beneficiary) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by the Beneficiary in trust to pay said ground rents, premiums, taxes, and special assessments; and

(c) All payments mentioned in the two preceding subsections of this paragraph and all payments to be made under the note secured hereby shall be added together, and the aggregate amount thereof shall be paid by the Grantor each month in a single payment to be applied by the Beneficiary to the following items in the order set forth:

(I) premium charges under the contract of insurance with the Secretary of Housing and Urban Development, or monthly charge (in lieu of mortgage insurance premium), as the case may be;

(II) ground rents, if any, taxes, special assessments, fire and other hazard insurance premiums;

(III) interest on the note secured hereby; and

(IV) amortization of the principal of said note.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Grantor prior to the due date of the next such payment, constitute an event of default under this Deed of Trust. The Beneficiary may collect a "late charge" not to exceed two cents (2¢) for each dollar ($1) of each payment more than fifteen (15) days in arrears to cover the extra expense involved in handling delinquent payments.

3. If the total of the payments made by the Grantor under *(b)* of paragraph 2 preceding shall exceed the amount of the payments actually made by the Beneficiary for ground rents, taxes, or assessments, or insurance premiums, as the case may be, such excess at the option of the Beneficiary, shall be credited on subsequent payments to be made by the Grantor, or refunded to the Grantor. If, however, the monthly payments made by the Grantor under *(b)* of paragraph 2 preceding shall not be sufficient to pay ground rents, taxes and assessments, and insurance premiums, as the case may be, when the same shall become due and payable, then the Grantor shall pay to the Beneficiary any amount necessary to make up the deficiency, on or before the date when payment of such ground rents, taxes, assessments, or insurance premiums shall be due. If at any time the Grantor shall tender to the Beneficiary, in accordance with the provisions thereof, the full payment of the entire indebtedness represented thereby, the Beneficiary shall, in computing the amount of such indebtedness, credit to the account of the Grantor all payments

made under the provisions of *(a)* of paragraph 2 hereof which the Beneficiary has not become obligated to pay to the Secretary of housing and Urban Development, and any balance remaining in the funds accumulated under the provisions of *(b)* of paragraph 2 hereof.

If there shall be a default under any of the provisions of this Deed of Trust resulting in a public sale of the premises covered hereby or if the Beneficiary acquires the property otherwise after default, the Beneficiary shall apply, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under *(b)* of paragraph 2 preceding, as a credit against the amount of principal then remaining unpaid under the note secured hereby, and shall properly adjust any payments which shall have been made under *(a)* of paragraph 2.

4. That he will pay all and singular the costs, charges, and expenses including a 10% attorney's fee, reasonably incurred or paid at any time by the Beneficiary, because of the failure on the part of the Grantor to perform, comply with, and abide by each and every the stipulations, agreements, conditions, and covenants of the note secured hereby and of this Deed of Trust, or either, and every such payment shall bear interest from date at the rate set forth in the note secured hereby, shall be payable on demand, and shall be fully secured by this Deed of Trust.

5. That he will not commit, permit, or suffer waste, impairment, or deterioration of said property or any part thereof, and in the event of the failure of the Grantor to keep the buildings on said premises and those to be erected on said premises, or improvements thereon, in good repair, the Beneficiary may make such repairs as in its discretion it may deem necessary for the proper preservation thereof, and the sums so paid shall bear interest from date at the rate set forth in the note secured hereby, shall be payable on demand, and shall be fully secured by this Deed of Trust.

6. That he will keep the improvements now existing or hereafter erected on the said premises, insured as may be required from time to time by the Beneficiary against loss by fire and other hazards, casualties, and contingencies, including war damage, in such amounts and for such periods as may be required by the Beneficiary and will pay promptly, when due, any premiums on such insurance provision for payment of which has not been made hereinbefore. All insurance shall be carried in companies approved by the Beneficiary and the policies and renewals thereof shall be held by the Beneficiary and have attached thereto loss payable clauses in favor of and in form acceptable to the Beneficiary. In event of loss the Grantor will give immediate notice by mail to the Beneficiary, who may make proof of loss if not made promptly by the Grantor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Beneficiary instead of to the Grantor and the Beneficiary jointly, and the insurance proceeds, or any part thereof, may be applied by the Beneficiary at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this Deed of Trust or other transfer of title to the said premises in extinguishment of the indebtedness secured hereby, all right, title, and interest of the Grantor in and to any insurance policies then in force shall pass to the purchaser or grantee.

7. That he will pay all taxes, assessments, water rates, and other governmental or municipal charges, fines, or impositions, for which provision has not been made hereinbefore, and shall promptly deliver the official receipts therefor to the Beneficiary; and in default of such payment by the Grantor, the Beneficiary may pay the same, and any amount so paid by the Beneficiary shall then be added to the principal debt named herein and shall be secured hereby.

8. The Grantor further agrees that should this Deed of Trust and the note secured hereby not be eligible for insurance under the National Housing Act within 60 days from date ~~xxxxxxxxxx~~ 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 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.

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The Grantor hereby assigns to the Beneficiary any and all rents on the premises covered hereby and authorizes the Beneficiary, by its agent, to take possession of said premises at any time there is any default in the payment of the debt hereby secured or in the performance of any obligation herein contained, and rent the same for the account of the Grantor, and to deduct from such rents all costs of collection and administration and to apply the remainder of the same on the debt hereby secured.

The Grantor further covenants and agrees that in case of a sale, as hereinabove provided, the Grantor or any person in possession under the Grantor, shall then become and be tenants holding over and shall forthwith deliver possession to the purchaser at such sale, or be summarily dispossessed in accordance with the provisions of law applicable to tenants holding over.

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 T. Bond
James T. Bond

Allie M. Bond
Allie M. Bond

STATE OF MISSISSIPPI,
COUNTY OF DESOTO } ss.

Personally appeared before me Lee V. Hamberlin the undersigned Notary Public in and for the said County, the within named James T. Bond and Allie M. Bond, his wife, who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and seal this 26th day of September, 1975

Lee V. Hamberlin
Lee V. Hamberlin, Notary Public

STC 32662
sb

Prepared by: Lee V. Hamberlin, Attorney
60 North Second Street
Memphis, Tennessee 38103

GPO 898.822

This form is used in connection with deeds of trust insured under the one- to four-family provisions of the National Housing Act.

ISSIPPI
rust
wife,
ompany
...cery of said
the foregoing
...tration in this
... M., on the
... 19 75
day of
, 19
...r of Chancery

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 Oct. 1975, and that the same has been
recorded in Book 141 Page 553 records of REAL ESTATE TRUST DEEDS
of said County.
Witness my hand and seal this the 8 day of Oct. 1975.

Fees $5.50 pd.

SEAL H. H. Ferguson, CLERK

APPOINTMENT OF SUBSTITUTED TRUSTEE

STATE OF MISSISSIPPI
COUNTY OF DESOTO

By virtue of the authority vested in THE HERNANDO BANK in a certain Deed of Trust given by ROBERT C. HALL and wife, MARY HALL, bearing the date of the 12th day of April, 1974, which said Deed is recorded in Real Estate Trust Deed Book 174, Page 79, in the Office of the Chancery Court Clerk of DeSoto County, Mississippi, I hereby appoint and substitute WILLIAM W. BALLARD as Trustee instead of GEORGE S. MCINGVALE named in said Deed of Trust, the said GEORGE S. MCINGVALE not being able to execute said Trust at this time.

This the 2nd day of October, 1975.

THE HERNANDO BANK

BY: _____
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 Appointment Of Substituted Trustee on the day and date therein mentioned and for the purposes therein expressed, being first duly authorized and empowered by said THE HERNANDO BANK to so do.

GIVEN under my hand and official seal of office, this the 2nd day of October, 1975.

_____
NOTARY PUBLIC

My Commission Expires May 6, 1978

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock 40 minutes A M. 8 day of Oct. 1975, and that the same has been recorded in Book 191 Page 557 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 8 day of Oct. 1975.
Fees $2.50 pd.

SEAL H. L. Ferguson, CLERK

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S. M. Dye
P. O. Box 124
Horn Lake, Miss. 38637

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_s, 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
Sammie Martin Dye June Brown Dye	10-4-74	Book 180 Page 225	Commencing at the Southeast corner of Lot 2 of the Rucher & Parson survey of Dr. S. C. Murphey's land, DeSoto County, Miss.

NOW, THEREFORE, in consideration of the premises the undersigned National Bank of Commerce, Memphis, Tennessee as legal owner and holder of the notes secured by said real property agreement acknowledges full payment and satisfaction thereof, and hereby releases and discharges the lien of said real property agreement, and to this end quit claim, and convey to said grantor, it's heirs and assigns all it's right, title, and interest in and to the real estate described in said real property agreement, to which reference is made for a more particular description of said property.

The undersigned, National Bank of Commerce, Memphis, Tennessee covenants with the said grantor, that they the legal owners and holders of the notes described in and secured by said real property agreement and that they have the lawful right to release and discharge the lien thereof.

IN WITNESS WHEREOF the said National Bank of Commerce, Memphis, 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 7th day of October 19 75.

National Bank of Commerce, Memphis, Tennessee

Gary D. Cantrell

Gary D. Cantrell, Installment Loan Officer

STATE OF TENNESSEE
COUNTY OF SHELBY

On this _____ day of _____, 19_____, before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared _____ to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as _____ free act and deed.

WITNESS my hand and Notarial Seal at office the day and year above written.

_____
Notary Public

My commission expires _____ day of _____, 19_____

STATE OF TENNESSEE
COUNTY OF SHELBY

Before me, a Notary Public in and for said State and County duly commissioned and qualified, personally appeared 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 bargainor, a corporation, and that he as such Installment Loan Officer being authorized so to do, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by himself as Inst. Loan Officer

WITNESS my hand and seal at office in Memphis, Tennessee this 7th day of October, 19 75.

Notary public

My commission expires 22nd day of November 19 76.

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock 30 minutes A M. 8 day of Oct. 1975, and that the same has been recorded in Book 191 Page 508 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 8 day of Oct. 1975.

Fees 2.50 pd.

SEAL H. P. Ferguson, CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK 301 PAGE 172
26 DAY OF July 1983
W. B. Ferguson
CHANCERY CLERK

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Mississippi Bankers Association
Form No. 1
(Revised Dec. 1955)
LAND

DEED OF TRUST
LAND

THIS INDENTURE, this day made and entered into between REEVES-WILLIAMS, INC., A MISSISSIPPI CORPORATION

of the first part, hereinafter designated as the Grantor, Tom B. Scott, Jr.,

Trustee, of the second part, hereinafter designated as Trustee, and

UNIFIRST FEDERAL SAVINGS & LOAN ASSOCIATION OF JACKSON

of the third part, hereinafter designated as the Beneficiary.

WITNESSETH: That whereas the Grantor is justly indebted to the beneficiary in the full sum of

TWENTY EIGHT THOUSAND TWO HUNDRED AND NO/100---------- DOLLARS

($ 28,200.00) evidenced by one promissory note of even date herewith in favor of the beneficiary, bearing interest at the rate of ten per centum per annum after date , providing for the payment of attorney's fees in case of default and being due and payable as follows, to-wit:

Interest due and payable monthly. Principalbalance and accrued interest, if any, due and payable 180 days from date of note.

WHEREAS, the said grantor desires to secure the prompt payment at maturity of the aforesaid indebtedness, as well as any extension of the same, or any part thereof, and any other or further indebtedness in the way of future advances hereunder, or otherwise, that the grantor, or either of them, may now or hereafter owe the beneficiary, as hereinafter provided:

NOW, THEREFORE, in consideration of the premises, and the further consideration of Ten Dollars ($10.00) cash in hand paid by the aforesaid trustee, the receipt of which is hereby acknowledged, the grantor does hereby convey and warrant unto the said trustee, the property situated in the

County of DeSoto

State of Mississippi, and more particularly described as follows, to-wit:

Lot 1252, Section "F" Greenbrook Subdivision in Section 19, Township 1 South, Range 7 West, as recorded in Plat Book 9, pages 46-49 in the office of the Chancery Clerk of DeSoto County, Mississippi.

Copyright Mississippi Bankers Association

In case the Grantor or its Vendees of property herein conveyed, immediate or remote, should become insolvent, or apply to bankruptcy court to be adjudicated a voluntary bankruptcy or proceedings be instituted to put them in voluntary bankruptcy, or should any proceedings be instituted against grantor or its said vendees, immediate or remote, or either of them looking to the appointment of a receiver assignee, or trustee then and in either or any such case, the whole indebtedness secured hereby, may at the option of said beneficiaries or the holder of the indebtedness, be declared due and payable.

Together with all the hereditaments and appurtenances thereunto appertaining, as far as they may now or hereafter, during the term of this deed of trust, belong to or be used in connection with the occupancy of any building on the said land, or that may be hereafter erected thereon, all heating and ventilating apparatus, gas, electric light and other fixtures, whether attached to said premises or detached therefrom.

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary herein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment of interest as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other convenant herein contained, then and in that event the entire principal sum secured hereby with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, or the owner or holder of said note or notes, be and become at once due and payable, and the trustee herein named, or his successor or successors, shall, at the request of the beneficiary, or at the request of any owner or holder of the note or notes secured hereby, sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid. Such sale shall be made by giving notice of the time, place and terms of sale as required by Section 888 of the Mississippi Code of 1942 and amendments if any thereto, and the trustee shall make deed to the purchaser or purchasers. Should the beneficiary, or the owner or holder of the note or notes secured hereby be a corporation, then in such event a declaration of default to the trustee, and a request for sale hereunder, may be made by any officer thereof. If the land covered hereby is situated in two or more counties, or in two judicial districts of the same county, the trustee may sell the whole in any of the counties, or in either of the judicial districts of a county in which any part of the land lies. Out of the proceeds of sale the trustee shall first pay the cost of advertising and making the sale; and secondly, he shall pay whatever items may have been incurred and remain unpaid in the protection of this security; then he shall pay such of the items of indebtedness secured hereby as may be outstanding in the order of their maturity, and any balance remaining in his hands shall be delivered to the grantor, or to his proper representatives, agents or assigns.

It is agreed and understood, by and between the parties hereto that this conveyance is executed and intended to be, and is hereby made subject to the following covenants, stipulations and conditions, all of which shall be binding upon the parties hereto and each of them.

First. In addition to the indebtedness specifically mentioned above, and any and all extensions or renewals of the same, or any part thereof, this conveyance shall also cover such future and additional advances as may be made to the grantor, or either of them, by the beneficiary, not to exceed the sum of $125,000.00, the beneficiary to be the sole judge as to whether or not such future and additional advances shall be made. In addition to all of the above, it is intended that this conveyance shall secure, and it does secure any and all debts, obligations, or liabilities, direct or contingent, of the grantor herein, or either of them, to the beneficiary, whether now existing or hereafter arising at any time before actual cancellation of this instrument on the public records of mortgages and deeds of trust, whether the same be evidenced by note, open account, over-draft, endorsement, guaranty or otherwise.

Second. The grantor will at all times during the continuance of this deed of trust keep the buildings and improvements on said premises insured against loss or damage by fire, storm, war damage and other hazard in such reliable insurance company, or companies, as may be acceptable to the beneficiary, for the maximum amount of insurance obtainable, or in such amount as may be approved by beneficiary, and all policies covering the same shall contain the proper loss payable clause, making all losses, if any, payable to the beneficiary, his successors or assigns, and shall be delivered to the beneficiary herein, or to the owner or holder of the notes secured hereby as additional security. In case of loss and payment by any insurance company, the amount of insurance money so paid shall be applied either on the indebtedness secured hereby, or in rebuilding or restoring the damaged building, or buildings, or it may be released to the grantor, as the beneficiary may elect. In the event of loss the grantor shall immediately give notice by mail to the beneficiary who may make proof of loss if same be not promptly made by the grantor. Each insurance company involved is hereby authorized, empowered and directed to make payment for any loss directly to the beneficiary instead of to the grantor and the beneficiary jointly.

Third. The grantor will pay all taxes and assessments, general or special, which may be assessed against the said land, premises or property, or upon the interest of the trustee or the beneficiary therein, or upon this deed of trust, or the indebtedness secured hereby, without regard to any law heretofore enacted or that may hereafter be enacted imposing payment of the whole or any part thereof upon either the trustee or beneficiary, and further will furnish annually to the beneficiary certificates or receipts of the proper officer showing full payment of all such taxes and assessments.

Fourth. That the rents, issues and profits of all and every part of the property here conveyed are specifically pledged to the payment of the indebtedness hereby secured, and all obligations which may accrue under the terms of this instrument. Upon the maturity of the indebtedness hereby secured, either by lapse of time or by reason of any default as herein provided, or if at any time it becomes necessary to protect the lien of this conveyance, the beneficiary, or any owner, or holder of the notes secured hereby, shall have the right to forthwith enter into and upon the property hereinbefore described and take possession thereof, and collect and apply the rents, issues and profits thereon upon the indebtedness secured hereby, or may, if it is so desired, have a receiver appointed by any court of competent jurisdiction to collect and impound the said rents, issues and profits and after paying the expense of such receivership apply the balance thereof to the payment of any indebtedness secured hereby.

Fifth. The failure on the part of the grantor to keep and perform each, any, and all of the covenants and stipulations of this deed of trust, or the passage by the State of Mississippi of any law imposing payment of the whole or any portion of any of the taxes aforesaid upon the trustee or the beneficiary, or upon the rendering by any court of competent jurisdiction of a decision that the stipulation or provision herein covering the payment of taxes or assessments is legally inoperative, shall give to the beneficiary or to the owner or holder of the notes secured hereby the option to at once declare the entire principal sum hereby secured with all interest and charges thereon, and all other amounts secured hereby at once due and demandable and to have the property advertised and sold by the trustee herein named, or his successor or successors, in accordance with the provisions of this conveyance hereinbefore set out. But in case such default consists in the failure to keep the said property insured or to pay the taxes herein required, the beneficiary, or the owner or holder of the said secured notes, may procure said insurance and pay said taxes and assessments, or redeem the property from tax sale if it has been sold; and any and all sums paid in procuring said insurance or in paying said taxes or assessments or in redeeming said property from tax sale, together with interest thereon at the rate herein stipulated from the date the same shall have been paid, shall be covered by this conveyance and shall be due and demandable on the date of the maturity of the interest installment which may become due under the terms of this instrument next after such additional items of expense are made or incurred. In case the beneficiary or the owner or holder of said secured notes elects to advance insurance premium and/or taxes, the receipt of an agent of the insurance company or companies in which said insurance is placed shall, with respect to such insurance premiums, be conclusive evidence as between the parties to this conveyance of the amount and fact of payment thereof; and the receipt of the proper public official, shall with respect to the taxes and assessments, aforesaid, be conclusive as between the parties to this conveyance of the amount and validity of said taxes or assessments and of the fact of the payment thereof.

Sixth. The beneficiary, or any owner or holder of the note secured hereby, may at pleasure, without giving formal notice to the original or any successor trustee, or to the grantor herein, and without regard to the willingness or inability of any such trustee to act, or to execute this trust, appoint another person or succession of persons to act as trustee herein, and such appointee or substitute shall have all the powers in the execution of this trust as are vested in the trustee herein named. If the beneficiary, or the owner or holder of the note secured hereby, be a corporation, such appointment may be made by its president, vice-president, assistant vice-president, secretary or treasurer.

Seventh. In case of foreclosure and sale of the property covered hereby, the beneficiary, or any owner or holder of the notes secured hereby, shall have the same right to purchase at said sale as if a stranger to this instrument.

Eighth. Grantor covenants that the premises and property covered hereby will at all times be used in a good and husbandlike manner, for lawful purposes only, and that waste will not be committed or suffered to be committed thereon.

Ninth. Whenever in this deed of trust the context so requires, the singular number shall include the plural, and the plural the singular; holder of the note or notes shall be deemed to refer to and include the owner of the debt, and the word beneficiary shall at any and all times include and mean the then holder of the note or notes secured hereby.

IN TESTIMONY WHEREOF, witness the signature of the grantor this the 23 day of Sept. 1975

REEV ES-WILLIAMS, INC.

BY: .....
Robert M. Williams, Jr., V.P.

BY: Hunter Brannon
Hunter Brannon, Secretary-Treasurer

STATE OF MISSISSIPPI,
COUNTY OF ~~DESOTO~~

This day personally appeared before me, the undersigned authority, in and for the State and County aforesaid, the within named

who severally acknowledged that

signed and delivered the above and foregoing deed of trust on the day and year therein mentioned.

Given under my hand and official seal, this the ~~23~~ day of ~~September~~ 19~~75~~.

My Commission Expires: ~~9-2-79~~ Mary K Walker
Notary Public

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STATE OF MISSISSIPPI
COUNTY OF DESOTO

Personally appeared before me, the undersigned Notary Public in and for the jurisdiction aforesaid,

Robert M. Williams, Jr. and Hunter Brannon, who stated that they are the Vice President and Secretary-Treasurer respectively of the above named REEVES-WILLIAMS, INC.

a corporation, who severally acknowledged that for and on behalf of said corporation, they signed, sealed and delivered the above and foregoing instrument of writing on the day and year therein written as the act and deed of said corporation, being thereunto first duly authorized so to do.

Given under my hand and official seal of office, this the 23rd day of September 1975

Mary K. Waller
Notary Public

My Commission Expires: 9-2-79

LAND DEED OF TRUST

from

to

Trustee

Filed for Record Oct. 8, 1975

10:30 o'clock A. M.

A. H. Ferguson, Clerk

STATE OF MISSISSIPPI
DeSoto County
Chancery Court

I certify that this Deed of Trust was filed for record in my office at 10:30 o'clock A. M., on the 8 day of Oct. 1975, and was duly recorded the day of , 1975, on page , Book No. in my office.

Witness my hand and seal of office, this day of , 1975.

, Clerk

, D. C.

PUBLISHED BY HEDERMAN BROTHERS
JACKSON, MISSISSIPPI

RETURN TO
W. [illegible] & B., LTD.
[illegible]
SOUTHAVEN, MISSISSIPPI 38671

$1.00

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 Oct. 1975, and that the same has been recorded in Book 191 Page 557 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 8 day of Oct. 1975.
Fees $ 5.00 pd.
SEAL H. P. Ferguson, CLERK

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Mississippi Bankers Association
Form No. 1
(Revised Dec. 1958)
LAND

DEED OF TRUST
LAND

THIS INDENTURE, this day made and entered into between REEVES-WILLIAMS, INC. A MISSISSIPPI CORPORATION

of the first part, hereinafter designated as the Grantor, Tom B. Scott, Jr.

Trustee, of the second part, hereinafter designated as Trustee, and

UNIFIRST FEDERAL SAVINGS & LOAN ASSOCIATION OF JACKSON

of the third part, hereinafter designated as the Beneficiary.

WITNESSETH: That whereas the Grantor is justly indebted to the beneficiary in the full sum of THIRTY TWO THOUSAND TWO HUNDRED SIXTY AND NO/100---------- DOLLARS ($ 32,260.00) evidenced by one promissory note of even date herewith in favor of the beneficiary, bearing interest at the rate of ten per centum per annum after date , providing for the payment of attorney's fees in case of default and being due and payable as follows, to-wit:

Interest due and payable monthly. Principal balance and accrued interest, if any, due and payable 180 days from date of note.

WHEREAS, the said grantor desires to secure the prompt payment at maturity of the aforesaid indebtedness, as well as any extension of the same, or any part thereof, and any other or further indebtedness in the way of future advances hereunder, or otherwise, that the grantor, or either of them, may now or hereafter owe the beneficiary, as hereinafter provided:

NOW, THEREFORE, in consideration of the premises, and the further consideration of Ten Dollars ($10.00) cash in hand paid by the aforesaid trustee, the receipt of which is hereby acknowledged, the grantor does hereby convey and warrant unto the said trustee, the property situated in the

County of DeSoto

State of Mississippi, and more particularly described as follows, to-wit:

Lot 1226, Section "F" Greenbrook Subdivision in Section 19, Township 1 South, Range 7 West, as recorded in Plat Book 9, pages 46-49 in the office of the Chancery Clerk of DeSoto County, Mississippi.

Copyright Mississippi Bankers Association

CANCELLED BY AUTHORITY RECORDED IN BOOK 209 PAGE 780
THIS 31 DAY OF Mar 1972
H. D. Ferguson
CHANCERY CLERK

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In case the Grantor or its Vendess of property here in conveyed immediate or remote, should become insolvent, or apply to bankruptcy court to be adjudicated a voluntary bankruptcy or proceedings be instituted to put them in voluntary bankruptcy, or should any proceedings be instituted against grantor or its said vendees, immediate or remote, or either of them looking to the appointment of a receiver assignee, or trustee then and in either or any such case, the whole indebtedness secured hereby, may at the option of said beneficiaries or the holder of the indebtedness be declared due and payable.

Together with all the hereditaments and appurtenances thereunto appertaining, as far as they may now or hereafter, during the term of this deed of trust, belong to or be used in connection with the occupancy of any building on the said land, or that may be hereafter erected thereon, all heating and ventilating apparatus, gas, electric light and other fixtures, whether attached to said premises or detached therefrom.

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary herein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment of interest as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other convenant herein contained, then and in that event the entire principal sum secured hereby with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, or the owner or holder of said note or notes, be and become at once due and payable, and the trustee herein named, or his successor or successors, shall, at the request of the beneficiary, or at the request of any owner or holder of the note or notes secured hereby, sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid. Such sale shall be made by giving notice of the time, place and terms of sale as required by Section 888 of the Mississippi Code of 1942 and amendments if any thereto, and the trustee shall make deed to the purchaser or purchasers. Should the beneficiary, or the owner or holder of the note or notes secured hereby be a corporation, then in such event a declaration of default to the trustee, and a request for sale hereunder, may be made by any officer thereof. If the land covered hereby is situated in two or more counties, or in two judicial districts of the same county, the trustee may sell the whole in any of the counties, or in either of the judicial districts of a county in which any part of the land lies. Out of the proceeds of sale the trustee shall first pay the cost of advertising and making the sale; and secondly, he shall pay whatever items may have been incurred and remain unpaid in the protection of this security; then he shall pay such of the items of indebtedness secured hereby as may be outstanding in the order of their maturity, and any balance remaining in his hands shall be delivered to the grantor, or to his proper representatives, agents or assigns.

It is agreed and understood, by and between the parties hereto that this conveyance is executed and intended to be, and is hereby made subject to the following covenants, stipulations and conditions, all of which shall be binding upon the parties hereto and each of them.

First. In addition to the indebtedness specifically mentioned above, and any and all extensions or renewals of the same, or any part thereof, this conveyance shall also cover such future and additional advances as may be made to the grantor, or either of them, by the beneficiary, not to exceed the sum of $125,000.00, the beneficiary to be the sole judge as to whether or not such future and additional advances shall be made. In addition to all of the above, it is intended that this conveyance shall secure, and it does secure any and all debts, obligations, or liabilities, direct or contingent, of the grantor herein, or either of them, to the beneficiary, whether now existing or hereafter arising at any time before actual cancellation of this instrument on the public records of mortgages and deeds of trust, whether the same be evidenced by note, open account, over-draft, endorsement, guaranty or otherwise.

Second. The grantor will at all times during the continuance of this deed of trust keep the buildings and improvements on said premises insured against loss or damage by fire, storm, war damage and other hazard in such reliable insurance company, or companies, as may be acceptable to the beneficiary, for the maximum amount of insurance obtainable, or in such amount as may be approved by beneficiary, and all policies covering the same shall contain the proper loss payable clause, making all losses, if any, payable to the beneficiary, his successors or assigns, and shall be delivered to the beneficiary herein, or to the owner or holder of the notes secured hereby as additional security. In case of loss and payment by any insurance company, the amount of insurance money so paid shall be applied either on the indebtedness secured hereby, or in rebuilding or restoring the damaged building, or buildings, or it may be released to the grantor, as the beneficiary may elect. In the event of loss the grantor shall immediately give notice by mail to the beneficiary who may make proof of loss if same be not promptly made by the grantor. Each insurance company involved is hereby authorized, empowered and directed to make payment for any loss directly to the beneficiary instead of to the grantor and the beneficiary jointly.

Third. The grantor will pay all taxes and assessments, general or special, which may be assessed against the said land, premises or property, or upon the interest of the trustee or the beneficiary therein, or upon this deed of trust, or the indebtedness secured hereby, without regard to any law heretofore enacted or that may hereafter be enacted imposing payment of the whole or any part thereof upon either the trustee or beneficiary, and further will furnish annually to the beneficiary certificates or receipts of the proper officer showing full payment of all such taxes and assessments.

Fourth. That the rents, issues and profits of all and every part of the property here conveyed are specifically pledged to the payment of the indebtedness hereby secured, and all obligations which may accrue under the terms of this instrument. Upon the maturity of the indebtedness hereby secured, either by lapse of time or by reason of any default as herein provided, or if at any time it becomes necessary to protect the lien of this conveyance, the beneficiary, or any owner, or holder of the notes secured hereby, shall have the right to forthwith enter into and upon the property hereinbefore described and take possession thereof, and collect and apply the rents, issues and profits thereon upon the indebtedness secured hereby, or may, if it is so desired, have a receiver appointed by any court of competent jurisdiction to collect and impound the said rents, issues and profits and after paying the expense of such receivership apply the balance thereof to the payment of any indebtedness secured hereby.

Fifth. The failure on the part of the grantor to keep and perform each, any, and all of the covenants and stipulations of this deed of trust, or the passage by the State of Mississippi of any law imposing payment of the whole or any portion of any of the taxes aforesaid upon the trustee or the beneficiary, or upon the rendering by any court of competent jurisdiction of a decision that the stipulation or provision herein covering the payment of taxes or assessments is legally inoperative, shall give to the beneficiary or to the owner or holder of the notes secured hereby the option to at once declare the entire principal sum hereby secured with all interest and charges thereon, and all other amounts secured hereby at once due and demandable and to have the property advertised and sold by the trustee herein named, or his successor or successors, in accordance with the provisions of this conveyance hereinbefore set out. But in case such default consists in the failure to keep the said property insured or to pay the taxes herein required, the beneficiary, or the owner or holder of the said secured notes, may procure said insurance and pay said taxes and assessments, or redeem the property from tax sale if it has been sold; and any and all sums paid in procuring said insurance or in paying said taxes or assessments or in redeeming said property from tax sale, together with interest thereon at the rate herein stipulated from the date the same shall have been paid, shall be covered by this conveyance and shall be due and demandable on the date of the maturity of the interest installment which may become due under the terms of this instrument next after such additional items of expense are made or incurred. In case the beneficiary or the owner or holder of said secured notes elects to advance insurance premium and/or taxes, the receipt of an agent of the insurance company or companies in which said insurance is placed shall, with respect to such insurance premiums, be conclusive evidence as between the parties to this conveyance of the amount and fact of payment thereof; and the receipt of the proper public official, shall with respect to the taxes and assessments, aforesaid, be conclusive as between the parties to this conveyance of the amount and validity of said taxes or assessments and of the fact of the payment thereof.

Sixth. The beneficiary, or any owner or holder of the note secured hereby, may at pleasure, without giving formal notice to the original or any successor trustee, or to the grantor herein, and without regard to the willingness or inability of any such trustee to act, or to execute this trust, appoint another person or succession of persons to act as trustee herein, and such appointee or substitute shall have all the powers in the execution of this trust as are vested in the trustee herein named. If the beneficiary, or the owner or holder of the note secured hereby, be a corporation, such appointment may be made by its president, vice-president, assistant vice-president, secretary or treasurer.

Seventh. In case of foreclosure and sale of the property covered hereby, the beneficiary, or any owner or holder of the notes secured hereby, shall have the same right to purchase at said sale as if a stranger to this instrument.

Eighth. Grantor covenants that the premises and property covered hereby will at all times be used in a good and husbandlike manner, for lawful purposes only, and that waste will not be committed or suffered to be committed thereon.

Ninth. Whenever in this deed of trust the context so requires, the singular number shall include the plural, and the plural the singular; holder of the note or notes shall be deemed to refer to and include the owner of the debt, and the word beneficiary shall at any and all times include and mean the then holder of the note or notes secured hereby.

IN TESTIMONY WHEREOF, witness the signature of the grantor this the 23rd day of Sept. 19 75

REEVES-WILLIAMS, INC.

BY: Robert M. Williams, Jr., Vice President

Hunter Brannon, Secretary-Treasurer

STATE OF MISSISSIPPI,
COUNTY OF

This day personally appeared before me, the undersigned authority, in and for the State and County aforesaid, the within named

who severally acknowledged that

signed and delivered the above and foregoing deed of trust on the day and year therein mentioned.

Given under my hand and official seal, this the day of 19

My Commission Expires: .....

Notary Public

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STATE OF MISSISSIPPI
COUNTY OF DESOTO

Personally appeared before me, the undersigned Notary Public in and for the jurisdiction aforesaid,

Robert M. Williams, Jr. and Hunter Brannon, who stated that they are the Vice President and Secretary-Treasurer

respectively of the above named REEVES-WILLIAMS, INC.

a corporation, who severally acknowledged that for and on behalf of said corporation, they signed, sealed and delivered the above and foregoing instrument of writing on the day and year therein written as the act and deed of said corporation, being thereunto first duly authorized so to do.

Given under my hand and official seal of office, this the 23rd day of September 1975

Mary K. Waller
Notary Public

My Commission Expires: 9-2-79

LAND DEED OF TRUST

from

to

Trustee

Filed for Record Oct. 8, 1975

10:30 o'clock A. M.

A. R. Hamilton Clerk

STATE OF MISSISSIPPI
DeSoto County

Chancery Court

I certify that this Deed of Trust was filed for record in my office at 10:30 o'clock A. M., on the 8 day of Oct., 1975 and was duly recorded the day of , 19 , on page Book No. In my office.

Witness my hand and seal of office, this day of , 19

Clerk

, D. C.

PUBLISHED BY HEDERMAN BROTHERS
JACKSON, MISSISSIPPI

RETURN TO:
W., F., R., & B., LTD.
P. O. Box 241
SOUTHAVEN, MISSISSIPPI 38671

3.00 pd

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock 30 minutes A M., 8 day of Oct. 1975, and that the same has been recorded in Book 191 Page 563 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 8 day of Oct. 1975.

Fees $ 5.00 pd.

SEAL H. D. Ferguson, CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK 195 PAGE 166
THIS 12 DAY OF Jan 76
H.D. Treadaway
CHANCERY CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK
PAGE
THIS DAY OF 19
CHANCERY CLERK

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Mississippi Bankers Association
Form No. 1
(Revised Dec. 1958)
LAND

DEED OF TRUST
LAND

THIS INDENTURE, this day made and entered into between REEVES-WILLIAMS, INC., A Mississippi Corporation

of the first part, hereinafter designated as the Grantor, Tom B. Scott, Jr.

Trustee, of the second part, hereinafter designated as Trustee, and Unifirst Federal Savings & Loan Association of Jackson

of the third part, hereinafter designated as the Beneficiary.

WITNESSETH: That whereas the Grantor is justly indebted to the beneficiary in the full sum of TWENTY NINE THOUSAND FIVE HUNDRED TWENTY AND NO/100---------- DOLLARS ($ 29,520.00) evidenced by one promissory note of even date herewith in favor of the beneficiary, bearing interest at the rate of ten per centum per annum after date , providing for the payment of attorney's fees in case of default and being due and payable as follows, to-wit:

Interest due and payable monthly. Principal balance and accrued interest, if any, due and payable 180 days from date of note.

WHEREAS, the said grantor desires to secure the prompt payment at maturity of the aforesaid indebtedness, as well as any extension of the same, or any part thereof, and any other or further indebtedness in the way of future advances hereunder, or otherwise, that the grantor, or either of them, may now or hereafter owe the beneficiary, as hereinafter provided:

NOW, THEREFORE, in consideration of the premises, and the further consideration of Ten Dollars ($10.00) cash in hand paid by the aforesaid trustee, the receipt of which is hereby acknowledged, the grantor does hereby convey and warrant unto the said trustee, the property situated in the

the County of DeSoto

State of Mississippi, and more particularly described as follows, to-wit:

Lot 1166 Section "F", Greenbrook Subdivision, in Section 19, Township 1 South, Range 7 West, as recorded in Plat Book 9, pages 46-49 in the Chancery Clerk's Office, DeSoto County, Mississippi.

Copyright Mississippi Bankers Association

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In case the Grantor or its Vendees of property herein conveyed, immediate or remote, should become insolvent, or apply to bankruptcy court to be adjudicated a voluntary bankruptcy or proceedings be instituted to put them in voluntary bankruptcy, or should any proceedings be instituted against grantor or its said vendees, immediate or remote, or either of them looking to the appointment of a receiver assignee, or trustee then and in either or any such case, the whole indebtedness secured hereby, may at the option of said beneficiaries or the holder of the indebtedness, be declared due and payable.

Together with all the hereditaments and appurtenances thereunto appertaining, as far as they may now or hereafter, during the term of this deed of trust, belong to or be used in connection with the occupancy of any building on the said land, or that may be hereafter erected thereon, all heating and ventilating apparatus, gas, electric light and other fixtures, whether attached to said premises or detached therefrom.

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary herein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment of interest as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other convenant herein contained, then and in that event the entire principal sum secured hereby with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, or the owner or holder of said note or notes, be and become at once due and payable, and the trustee herein named, or his successor or successors, shall, at the request of the beneficiary, or at the request of any owner or holder of the note or notes secured hereby, sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid. Such sale shall be made by giving notice of the time, place and terms of sale as required by Section 888 of the Mississippi Code of 1942 and amendments if any thereto, and the trustee shall make deed to the purchaser or purchasers. Should the beneficiary, or the owner or holder of the note or notes secured hereby be a corporation, then in such event a declaration of default to the trustee, and a request for sale hereunder, may be made by any officer thereof. If the land covered hereby is situated in two or more counties, or in two judicial districts of the same county, the trustee may sell the whole in any of the counties, or in either of the judicial districts of a county in which any part of the land lies. Out of the proceeds of sale the trustee shall first pay the cost of advertising and making the sale; and secondly, he shall pay whatever items may have been incurred and remain unpaid in the protection of this security; then he shall pay such of the items of indebtedness secured hereby as may be outstanding in the order of their maturity, and any balance remaining in his hands shall be delivered to the grantor, or to his proper representatives, agents or assigns.

It is agreed and understood, by and between the parties hereto that this conveyance is executed and intended to be, and is hereby made subject to the following covenants, stipulations and conditions, all of which shall be binding upon the parties hereto and each of them.

First. In addition to the indebtedness specifically mentioned above, and any and all extensions or renewals of the same, or any part thereof, this conveyance shall also cover such future and additional advances as may be made to the grantor, or either of them, by the beneficiary, not to exceed the sum of $125,000.00, the beneficiary to be the sole judge as to whether or not such future and additional advances shall be made. In addition to all of the above, it is intended that this conveyance shall secure, and it does secure any and all debts, obligations, or liabilities, direct or contingent, of the grantor herein, or either of them, to the beneficiary, whether now existing or hereafter arising at any time before actual cancellation of this instrument on the public records of mortgages and deeds of trust, whether the same be evidenced by note, open account, over-draft, endorsement, guaranty or otherwise.

Second. The grantor will at all times during the continuance of this deed of trust keep the buildings and improvements on said premises insured against loss or damage by fire, storm, war damage and other hazard in such reliable insurance company, or companies, as may be acceptable to the beneficiary, for the maximum amount of insurance obtainable, or in such amount as may be approved by beneficiary, and all policies covering the same shall contain the proper loss payable clause, making all losses, if any, payable to the beneficiary, his successors or assigns, and shall be delivered to the beneficiary herein, or to the owner or holder of the notes secured hereby as additional security. In case of loss and payment by any insurance company, the amount of insurance money so paid shall be applied either on the indebtedness secured hereby, or in rebuilding or restoring the damaged building, or buildings, or it may be released to the grantor, as the beneficiary may elect. In the event of loss the grantor shall immediately give notice by mail to the beneficiary who may make proof of loss if same be not promptly made by the grantor. Each insurance company involved is hereby authorized, empowered and directed to make payment for any loss directly to the beneficiary instead of to the grantor and the beneficiary jointly.

Third. The grantor will pay all taxes and assessments, general or special, which may be assessed against the said land, premises or property, or upon the interest of the trustee or the beneficiary therein, or upon this deed of trust, or the indebtedness secured hereby, without regard to any law heretofore enacted or that may hereafter be enacted imposing payment of the whole or any part thereof upon either the trustee or beneficiary, and further will furnish annually to the beneficiary certificates or receipts of the proper officer showing full payment of all such taxes and assessments.

Fourth. That the rents, issues and profits of all and every part of the property here conveyed are specifically pledged to the payment of the indebtedness hereby secured, and all obligations which may accrue under the terms of this instrument. Upon the maturity of the indebtedness hereby secured, either by lapse of time or by reason of any default as herein provided, or if at any time it becomes necessary to protect the lien of this conveyance, the beneficiary, or any owner, or holder of the notes secured hereby, shall have the right to forthwith enter into and upon the property hereinbefore described and take possession thereof, and collect and apply the rents, issues and profits thereon upon the indebtedness secured hereby, or may, if it is so desired, have a receiver appointed by any court of competent jurisdiction to collect and impound the said rents, issues and profits and after paying the expense of such receivership apply the balance thereof to the payment of any indebtedness secured hereby.

Fifth. The failure on the part of the grantor to keep and perform each, any, and all of the covenants and stipulations of this deed of trust, or the passage by the State of Mississippi of any law imposing payment of the whole or any portion of any of the taxes aforesaid upon the trustee or the beneficiary, or upon the rendering by any court of competent jurisdiction of a decision that the stipulation or provision herein covering the payment of taxes or assessments is legally inoperative, shall give to the beneficiary or to the owner or holder of the notes secured hereby the option to at once declare the entire principal sum hereby secured with all interest and charges thereon, and all other amounts secured hereby at once due and demandable and to have the property advertised and sold by the trustee herein named, or his successor or successors, in accordance with the provisions of this conveyance hereinbefore set out. But in case such default consists in the failure to keep the said property insured or to pay the taxes herein required, the beneficiary, or the owner or holder of the said secured notes, may procure said insurance and pay said taxes and assessments, or redeem the property from tax sale if it has been sold; and any and all sums paid in procuring said insurance or in paying said taxes or assessments or in redeeming said property from tax sale, together with interest thereon at the rate herein stipulated from the date the same shall have been paid, shall be covered by this conveyance and shall be due and demandable on the date of the maturity of the interest installment which may become due under the terms of this instrument next after such additional items of expense are made or incurred. In case the beneficiary or the owner or holder of said secured notes elects to advance insurance premium and/or taxes, the receipt of an agent of the insurance company or companies in which said insurance is placed shall, with respect to such insurance premiums, be conclusive evidence as between the parties to this conveyance of the amount and fact of payment thereof; and the receipt of the proper public official, shall with respect to the taxes and assessments, aforesaid, be conclusive as between the parties to this conveyance of the amount and validity of said taxes or assessments and of the fact of the payment thereof.

Sixth. The beneficiary, or any owner or holder of the note secured hereby, may at pleasure, without giving formal notice to the original or any successor trustee, or to the grantor herein, and without regard to the willingness or inability of any such trustee to act, or to execute this trust, appoint another person or succession of persons to act as trustee herein, and such appointee or substitute shall have all the powers in the execution of this trust as are vested in the trustee herein named. If the beneficiary, or the owner or holder of the note secured hereby, be a corporation, such appointment may be made by its president, vice-president, assistant vice-president, secretary or treasurer.

Seventh. In case of foreclosure and sale of the property covered hereby, the beneficiary, or any owner or holder of the notes secured hereby, shall have the same right to purchase at said sale as if a stranger to this instrument.

Eighth. Grantor covenants that the premises and property covered hereby will at all times be used in a good and husbandlike manner, for lawful purposes only, and that waste will not be committed or suffered to be committed thereon.

Ninth. Whenever in this deed of trust the context so requires, the singular number shall include the plural, and the plural the singular; holder of the note or notes shall be deemed to refer to and include the owner of the debt, and the word beneficiary shall at any and all times include and mean the then holder of the note or notes secured hereby.

IN TESTIMONY WHEREOF, witness the signature of the grantor this the 23rd day of Sept. 1975

REEVES WILLIAMS, INC.

BY: Hunter Brannon, Secretary-Treas.

BY: Robert M. Williams, Jr. V.Pres.

STATE OF MISSISSIPPI,
COUNTY OF

This day personally appeared before me, the undersigned authority, in and for the State and County aforesaid, the within named

who severally acknowledged that

signed and delivered the above and foregoing deed of trust on the day and year therein mentioned.

Given under my hand and official seal, this the day of 19

My Commission Expires: .....

Notary Public

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STATE OF MISSISSIPPI
COUNTY OF DESOTO

Personally appeared before me, the undersigned Notary Public in and for the jurisdiction aforesaid,

Robert M. Williams, Jr. and Hunter Brannon, who stated that they are Vice President and Secretary-Treasurer

respectively of the above named REEVES-WILLIAMS, INC.

a corporation, who severally acknowledged that for and on behalf of said corporation, they signed, sealed and delivered the above and foregoing instrument of writing on the day and year therein written as the act and deed of said corporation, being thereunto first duly authorized so to do.

Given under my hand and official seal of office, this the 23rd day of September A.D. 1975

Mary K. Wallis
Notary Public

My Commission Expires: 9-2-79

LAND DEED OF TRUST

from

to

Trustee

Filed for Record Oct. 8, 1975
10:30 o'clock A. M.
Clerk

STATE OF MISSISSIPPI
County
Chancery Court

I certify that this Deed of Trust was filed for record in my office at 10:30 o'clock A. M., on the 8 day of Oct., 1975 and was duly recorded the day of , 19 , on page in my office.

Book No.

Witness my hand and seal of office, this day of , 19

Clerk

D. C.

PUBLISHED BY HEDERMAN BROTHERS
JACKSON, MISSISSIPPI
RETURN TO:
W., F., R., & B., LTD.
P. O. BOX 241
SOUTHAVEN, MISSISSIPPI 38671

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock 30 minutes A. M. 8 day of Oct. 1975, and that the same has been recorded in Book 194 Page 567 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 8 day of Oct. 1975.

Fees $ 5.00 pd.

SEAL H. D. Ferguson, CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK 203 PAGE 808
THIS 15 DAY OF Sept. 1976
H. J. Ferguson
CHANCERY CLERK

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Mississippi Bankers Association
Form No. 1
(Revised Dec. 1955)
LAND

DEED OF TRUST
LAND

THIS INDENTURE, this day made and entered into between REEVES-WILLIAMS, INC., A MISSISSIPPI CORPORATION

of the first part, hereinafter designated as the Grantor, Tom B. Scott, Jr.,

Trustee, of the second part, hereinafter designated as Trustee, and UNIFIRST FEDERAL SAVINGS & LOAN ASSOCIATION OF JACKSON

of the third part, hereinafter designated as the Beneficiary.

WITNESSETH: That whereas the Grantor is justly indebted to the beneficiary in the full sum of

THIRTY ONE THOUSAND TWO HUNDRED AND NO/100----------DOLLARS

($ 31,200.00) evidenced by one promissory note of even date herewith in favor of the beneficiary, bearing interest at the rate of ten per centum per annum after date , providing for the payment of attorney's fees in case of default and being due and payable as follows, to-wit:

Interest due and payable monthly. Principal balance and accrued interest, if any, due and payable 180 days from date of note.

WHEREAS, the said grantor desires to secure the prompt payment at maturity of the aforesaid indebtedness, as well as any extension of the same, or any part thereof, and any other or further indebtedness in the way of future advances hereunder, or otherwise, that the grantor, or either of them, may now or hereafter owe the beneficiary, as hereinafter provided:

NOW, THEREFORE, in consideration of the premises, and the further consideration of Ten Dollars ($10.00) cash in hand paid by the aforesaid trustee, the receipt of which is hereby acknowledged, the grantor does hereby convey and warrant unto the said trustee, the property situated in the

County of DeSoto

State of Mississippi, and more particularly described as follows, to-wit:

Lot 1240, Section "F", Greenbrook Subdivision in Section 19, Township 1 South, Range 7 West, as recorded in Plat Book 9, pages 46-49 in the office of the Chancery Clerk of DeSoto County, Mississippi.

Copyright Mississippi Bankers Association

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In case the Grantor or its Vendees of property herein conveyed, immediate or remote, should become insolvent, or apply to bankruptcy court to be adjudicated a voluntary bankruptcy or proceedings be instituted to put them in voluntary bankruptcy, or should any proceedings be instituted against grantor or its said vendees, immediate or remote, or either of them looking to the appointment of a receiver assignee, or trustee then and in either or any such case, the whole indebtedness secured hereby, may at the option of said beneficiaries or the holder of the indebtedness, be delcared due and payable.

Together with all the hereditaments and appurtenances thereunto appertaining, as far as they may now or hereafter, during the term of this deed of trust, belong to or be used in connection with the occupancy of any building on the said land, or that may be hereafter erected thereon, all heating and ventilating apparatus, gas, electric light and other fixtures, whether attached to said premises or detached therefrom.

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary herein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment of interest as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other convenant herein contained, then and in that event the entire principal sum secured hereby with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, or the owner or holder of said note or notes, be and become at once due and payable, and the trustee herein named, or his successor or successors, shall, at the request of the beneficiary, or at the request of any owner or holder of the note or notes secured hereby, sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid. Such sale shall be made by giving notice of the time, place and terms of sale as required by Section 888 of the Mississippi Code of 1942 and amendments if any thereto, and the trustee shall make deed to the purchaser or purchasers. Should the beneficiary, or the owner or holder of the note or notes secured hereby be a corporation, then in such event a declaration of default to the trustee, and a request for sale hereunder, may be made by any officer thereof. If the land covered hereby is situated in two or more counties, or in two judicial districts of the same county, the trustee may sell the whole in any of the counties, or in either of the judicial districts of a county in which any part of the land lies. Out of the proceeds of sale the trustee shall first pay the cost of advertising and making the sale; and secondly, he shall pay whatever items may have been incurred and remain unpaid in the protection of this security; then he shall pay such of the items of indebtedness secured hereby as may be outstanding in the order of their maturity, and any balance remaining in his hands shall be delivered to the grantor, or to his proper representatives, agents or assigns.

It is agreed and understood, by and between the parties hereto that this conveyance is executed and intended to be, and is hereby made subject to the following covenants, stipulations and conditions, all of which shall be binding upon the parties hereto and each of them.

First. In addition to the indebtedness specifically mentioned above, and any and all extensions or renewals of the same, or any part thereof, this conveyance shall also cover such future and additional advances as may be made to the grantor, or either of them, by the beneficiary, not to exceed the sum of $125,000.00, the beneficiary to be the sole judge as to whether or not such future and additional advances shall be made. In addition to all of the above, it is intended that this conveyance shall secure, and it does secure any and all debts, obligations, or liabilities, direct or contingent, of the grantor herein, or either of them, to the beneficiary, whether now existing or hereafter arising at any time before actual cancellation of this instrument on the public records of mortgages and deeds of trust, whether the same be evidenced by note, open account, over-draft, endorsement, guaranty or otherwise.

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Second. The grantor will at all times during the continuance of this deed of trust keep the buildings and improvements on said premises insured against loss or damage by fire, storm, war damage and other hazard in such reliable insurance company, or companies, as may be acceptable to the beneficiary, for the maximum amount of insurance obtainable, or in such amount as may be approved by beneficiary, and all policies covering the same shall contain the proper loss payable clause, making all losses, if any, payable to the beneficiary, his successors or assigns, and shall be delivered to the beneficiary herein, or to the owner or holder of the notes secured hereby as additional security. In case of loss and payment by any insurance company, the amount of insurance money so paid shall be applied either on the indebtedness secured hereby, or in rebuilding or restoring the damaged building, or buildings, or it may be released to the grantor, as the beneficiary may elect. In the event of loss the grantor shall immediately give notice by mail to the beneficiary who may make proof of loss if same be not promptly made by the grantor. Each insurance company involved is hereby authorized, empowered and directed to make payment for any loss directly to the beneficiary instead of to the grantor and the beneficiary jointly.

Third. The grantor will pay all taxes and assessments, general or special, which may be assessed against the said land, premises or property, or upon the interest of the trustee or the beneficiary therein, or upon this deed of trust, or the indebtedness secured hereby, without regard to any law heretofore enacted or that may hereafter be enacted imposing payment of the whole or any part thereof upon either the trustee or beneficiary, and further will furnish annually to the beneficiary certificates or receipts of the proper officer showing full payment of all such taxes and assessments.

Fourth. That the rents, issues and profits of all and every part of the property here conveyed are specifically pledged to the payment of the indebtedness hereby secured, and all obligations which may accrue under the terms of this instrument. Upon the maturity of the indebtedness hereby secured, either by lapse of time or by reason of any default as herein provided, or if at any time it becomes necessary to protect the lien of this conveyance, the beneficiary, or any owner, or holder of the notes secured hereby, shall have the right to forthwith enter into and upon the property hereinbefore described and take possession thereof, and collect and apply the rents, issues and profits thereon upon the indebtedness secured hereby, or may, if it is so desired, have a receiver appointed by any court of competent jurisdiction to collect and impound the said rents, issues and profits and after paying the expense of such receivership apply the balance thereof to the payment of any indebtedness secured hereby.

Fifth. The failure on the part of the grantor to keep and perform each, any, and all of the covenants and stipulations of this deed of trust, or the passage by the State of Mississippi of any law imposing payment of the whole or any portion of any of the taxes aforesaid upon the trustee or the beneficiary, or upon the rendering by any court of competent jurisdiction of a decision that the stipulation or provision herein covering the payment of taxes or assessments is legally inoperative, shall give to the beneficiary or to the owner or holder of the notes secured hereby the option to at once declare the entire principal sum hereby secured with all interest and charges thereon, and all other amounts secured hereby at once due and demandable and to have the property advertised and sold by the trustee herein named, or his successor or successors, in accordance with the provisions of this conveyance hereinbefore set out. But in case such default consists in the failure to keep the said property insured or to pay the taxes herein required, the beneficiary, or the owner or holder of the said secured notes, may procure said insurance and pay said taxes and assessments, or redeem the property from tax sale if it has been sold; and any and all sums paid in procuring said insurance or in paying said taxes or assessments or in redeeming said property from tax sale, together with interest thereon at the rate herein stipulated from the date the same shall have been paid, shall be covered by this conveyance and shall be due and demandable on the date of the maturity of the interest installment which may become due under the terms of this instrument next after such additional items of expense are made or incurred. In case the beneficiary or the owner or holder of said secured notes elects to advance insurance premium and/or taxes, the receipt of an agent of the insurance company or companies in which said insurance is placed shall, with respect to such insurance premiums, be conclusive evidence as between the parties to this conveyance of the amount and fact of payment thereof; and the receipt of the proper public official, shall with respect to the taxes and assessments, aforesaid, be conclusive as between the parties to this conveyance of the amount and validity of said taxes or assessments and of the fact of the payment thereof.

Sixth. The beneficiary, or any owner or holder of the note secured hereby, may at pleasure, without giving formal notice to the original or any successor trustee, or to the grantor herein, and without regard to the willingness or inability of any such trustee to act, or to execute this trust, appoint another person or succession of persons to act as trustee herein, and such appointee or substitute shall have all the powers in the execution of this trust as are vested in the trustee herein named. If the beneficiary, or the owner or holder of the note secured hereby, be a corporation, such appointment may be made by its president, vice-president, assistant vice-president, secretary or treasurer.

Seventh. In case of foreclosure and sale of the property covered hereby, the beneficiary, or any owner or holder of the notes secured hereby, shall have the same right to purchase at said sale as if a stranger to this instrument.

Eighth. Grantor covenants that the premises and property covered hereby will at all times be used in a good and husbandlike manner, for lawful purposes only, and that waste will not be committed or suffered to be committed thereon.

Ninth. Whenever in this deed of trust the context so requires, the singular number shall include the plural, and the plural the singular; holder of the note or notes shall be deemed to refer to and include the owner of the debt, and the word beneficiary shall at any and all times include and mean the then holder of the note or notes secured hereby.

IN TESTIMONY WHEREOF, witness the signature of the grantor this the 23rd day of Sept. 1975

REEVES-WILLIAMS, INC.

BY: _____
Hunter Brannon, Secretary-Treasurer

Robert M. Williams, Jr., Vice Pres.

STATE OF MISSISSIPPI,
COUNTY OF

This day personally appeared before me, the undersigned authority, in and for the State and County aforesaid, the within named

who severally acknowledged that

signed and delivered the above and foregoing deed of trust on the day and year therein mentioned.

Given under my hand and official seal, this the day of 19

My Commission Expires: _____

_____
Notary Public

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STATE OF MISSISSIPPI
COUNTY OF DESOTO

Personally appeared before me, the undersigned Notary Public in and for the jurisdiction aforesaid,
Robert M. Williams, Jr. and Hunter Brannon, who stated that they are the Vice President and Secretary-Treasurer
respectively of the above named REEVES-WILLIAMS, INC.
a corporation, who severally acknowledged that for and on behalf of said corporation, they signed, sealed and delivered the above and foregoing instrument of writing on the day and year therein written as the act and deed of said corporation, being thereunto first duly authorized so to do.

Given under my hand and official seal of office, this the 23rd day of September 1975

Mary K. Waller
Notary Public

My Commission Expires: 9-2-79

LAND DEED OF TRUST

from

to

Trustee

Filed for Record 10:30 o'clock A. M. 8 day of Oct. 1975

STATE OF MISSISSIPPI
County
Chancery Court

I certify that this Deed of Trust was filed for record in my office at 10:30 o'clock A. M., on the 8 day of Oct. 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

Clerk

Book No. , D. C.

PUBLISHED BY HEDGEMAN BROTHERS
JACKSON, MISSISSIPPI
RETURN TO:
W. F., R., & B., LTD.
P.O. BOX 241
SOUTHAVEN, MISSISSIPPI 38671

5.00 PD

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock 30 minutes A M. 8 day of Oct. 1975, and that the same has been recorded in Book 191 Page 571 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 8 day of Oct. 1975.
Fees $5.00 pd.

SEAL H. H. Ferguson, CLERK

CANCELLED BY AUTHORITY, RECORDED IN BOOK 507 PAGE 572
THIS 9th DAY OF May 19 90
W. E. Davis
Chancery Clerk
by D. Layton, D.C.

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Assignment of this Instrument Recorded in Real Estate TID Book No. 192 Page 588
This the 5 day of Dec. 19 25
W. D. Ferguson Clerk

VA Form 26-6322 (Home Loan) Revised January 1974. Use Optional. Section 1810, Title 38, U.S.C. Acceptable to Federal National Mortgage Association.

MISSISSIPPI

DEED OF TRUST

THIS DEED OF TRUST, made and entered into this 29th day of September, 1975, by and between

EDWARD M. ROOTS and wife, DONNA M. ROOTS,

Noell, Jr., hereinafter called the Grantor; David G. Williams and Milburn K. , hereinafter called the Trustee, and

FIRST NATIONAL BANK OF MEMPHIS

, a corporation organized and existing under the laws of the United States of America, having its principal office and post-office address at 165 Madison Avenue, Memphis, Tennessee, hereinafter called the Beneficiary:

WITNESSETH, That the Grantor, in consideration of the debt and trust hereinafter mentioned, and the sum of One Dollar ($1.00) to the Grantor paid by the Trustee, the receipt whereof is hereby acknowledged, does by these presents grant, bargain, sell, convey, and warrant unto the Trustee, the following-described property, situated in the County of DeSoto, State of Mississippi, to wit:

Lot 383, Section B, Revised, Greenbrook Subdivision, in Section 19, Township 1 South, Range 7 West, as per plat thereof recorded in Plat Book 8, Page 51, in the Office of the Chancery Clerk of DeSoto County, Mississippi.

Included in this conveyance are the wall to wall carpets in the living room, hall, and three bedrooms, which are, and shall be deemed to be, fixtures and a part of the realty described above, and are a portion of the security for the indebtedness described herein.

The mortgagor covenants and agrees that so long as this mortgage and the said note secured hereby are insured under the provisions of the National Housing Act, or guaranteed under the provisions of the Servicemen's Readjustment Act of 1944, as amended, he will not execute or file for record any instrument which imposes a restriction upon the sale or occupancy of the mortgaged property on the basis of race, color or creed. Upon any violation of this undertaking, the mortgagee may, at its option, declare the unpaid balance of the debt secured hereby immediately due and payable.

together with all buildings and improvements thereon or that may hereafter be erected thereon and the hereditaments and appurtenances and all other rights thereunto belonging, or in anywise now or hereafter appertaining, and the reversion and reversions, remainder or remainders, rents, issues, and profits thereof, and all rights of homestead, and all fixtures now or hereafter attached to or used in connection with the premises herein described and in addition thereto the following described household appliances, which are, and shall be deemed to be, fixtures and a part of the realty, and are a portion of the security of the indebtedness herein mentioned;

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To Have and to Hold the same unto the Trustee and unto his successors and assigns, forever.

In Trust, However, to secure to the Beneficiary named above, the payment of a certain promissory note of even date herewith in the principal sum of TWENTY-NINE THOUSAND AND NO/100------ Dollars ($ 29,000.00), with interest from date at the rate of Eight per centum (8.0 %) per annum on the balance remaining from time to time unpaid; principal and interest being payable at the office of First National Bank of Memphis, 165 Madison Avenue, in Memphis, Tennessee , or at such other place as the holder may designate, in writing delivered or mailed to the Grantor, in monthly installments of Two Hundred Twelve & 86/100 Dollars ($ 212.86), commencing on the first day of November , 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 October, ,** 2005.

The Grantor, in order more fully to protect the security of this Deed of Trust, does hereby covenant and agree as follows:

1. He will pay all and singular the principal and interest and other sums of money payable by virtue of the note secured hereby and of this lien, at the times and in the manner in said note and hereinafter provided. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one hundred dollars ($100.00), whichever is less. Prepayment in full shall be credited on the date received. Partial prepayment, other than on an installment due date, need not be credited until the next following installment due date or thirty days after such prepayment, whichever is earlier.

2. Together with and in addition to the monthly payments of principal and interest payable under the terms of the note secured hereby, he will pay to the Beneficiary as trustee (under the terms of this trust as herein stated), on the first day of each month until the note is fully paid:

(a) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable to renew the policies of fire and other hazard insurance on the premises covered by this Deed of Trust, plus taxes and assessments next due on these premises (all as estimated by the Beneficiary, and of which Grantor is notified) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by the Beneficiary in trust to pay said ground rents, premiums, taxes, and special assessments.

(b) The aggregate of the amounts payable pursuant to subparagraph (a) and those payable on the note secured hereby, shall be paid in a single payment each month, to be applied to the following items in the order stated:

(I) ground rents, if any, taxes, special assessments, fire and other hazard insurance premiums;
(II) interest on the note secured hereby; and
(III) amortization of the principal of said note.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Grantor prior to the due date of the next such payment, constitute an event of default under this Deed of Trust. At Beneficiary's option, Grantor will pay a "late charge" not exceeding four per centum (4%) of any installment when paid more than fifteen (15) days after the due date thereof to cover the extra expense involved in handling delinquent payments, but such "late charge" shall not be payable out of the proceeds of any sale made to satisfy the indebtedness secured hereby, unless such proceeds are sufficient to discharge the entire indebtedness and all proper costs and expenses secured thereby.

3. If the total of the payments made by the Grantor under (a) of paragraph 2 preceding shall exceed the amount of payments actually made by the Beneficiary as trustee for ground rents, taxes, or assessments, or insurance premiums, as the case may be, such excess shall be credited on subsequent payments to be made by the Grantor for such items or, at Beneficiaries option as trustee, shall be refunded to Grantor. If, however, such monthly payments shall not be sufficient to pay such items when the same shall become due and payable, then the Grantor shall pay to the Beneficiary as trustee any amount necessary to make up the deficiency. Such payments shall be made within thirty (30) days after written notice from the Beneficiary stating the amount of the deficiency, which notice may be given by mail. If at any time the Grantor shall tender to the Beneficiary, in accordance with the provisions thereof, the full payment of the entire indebtedness represented thereby, the Beneficiary shall as trustee, in computing the amount of such indebtedness, credit to the account of the Grantor any credit balance remaining under the provisions of (a) of paragraph 2 hereof. If there shall be a default under any of the provisions of this Deed of Trust resulting in a public sale of the premises covered hereby or if the Beneficiary acquires the property otherwise after default, the Beneficiary shall apply,

as trustee at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the amount then remaining to credit of Grantor under (a) of paragraph 2 preceding, as a credit on the interest accrued and unpaid and the balance to the principal then remaining unpaid on the note secured hereby.

4. The lien of this instrument shall remain in full force and effect during any postponement or extension of the time of payment of the indebtedness or any part thereof secured hereby.

5. He will pay all and singular the costs, charges and expenses, including reasonable attorney's fees incurred by Beneficiary because of the failure on the part of the Grantor to conform and comply with his obligations and duties under the term of the note secured hereby and of this Deed of Trust; and if such failure results in a sale under a foreclosure hereof, said fee shall be one per centum (1.0 %) of the total indebtedness as of the date of sale.

6. Upon the request of the Beneficiary the Grantor shall execute and deliver a supplemental note or notes for the sum or sums advanced by the Beneficiary for the alteration, modernization, improvement, maintenance, or repair of said premises, for taxes or assessments against the same and for any other purpose authorized hereunder. Said note or notes shall be secured hereby on a parity with and as fully as if the advance evidenced thereby were included in the note first described above. Said supplemental note or notes shall bear interest at the rate provided for in the principal indebtedness and shall be payable in approximately equal monthly payments for such period as may be agreed upon by the creditor and debtor. Failing to agree on the maturity, the whole of the sum or sums so advanced shall be due and payable thirty (30) days after demand by the creditor. In no event shall the maturity extend beyond the ultimate maturity of the note first described above.

7. He will not commit, permit, or suffer waste, impairment, or deterioration of said property or any part thereof, and in the event of the failure of the Grantor to keep the buildings and other improvements now or hereafter on said premises in good repair, the Beneficiary may make such repairs as may reasonably be deemed necessary for the proper preservation thereof, and the sums so paid shall bear interest from date at the rate provided for in the principal indebtedness, shall be payable thirty (30) days after demand, and shall be fully secured by this Deed of Trust.

8. He will continuously maintain hazard insurance, of such type or types and amounts as Beneficiary may from time to time require, on the improvements now or hereafter on said premises, and except when payment for all such premiums has theretofore been made under (a) of paragraph 2 hereof, he will pay promptly when due any premiums therefor. All insurance shall be carried in companies approved by the Beneficiary and the policies and renewals thereof shall be held by the Beneficiary and have attached thereto loss payable clauses in favor of and in form acceptable to the Beneficiary. In event of loss the Grantor will give immediate notice by mail to the Beneficiary, who may make proof of loss if not made promptly by the Grantor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Beneficiary instead of to the Grantor and the Beneficiary jointly, and the insurance proceeds, or any part thereof, may be applied by the Beneficiary at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this Deed of Trust, or other transfer of title to the said premises in extinguishment of the indebtedness secured hereby, all right, title, and interest of the Grantor in and to any insurance policies then in force shall pass to the purchaser or grantee.

9. He will pay all taxes, assessments, water rates, and other governmental or municipal charges, fines, or impositions, except when payment for all such items has theretofore been made under (a) of paragraph 2 hereof, and shall promptly deliver the official receipts therefor to the Beneficiary; and in default of such payment by the Grantor, the Beneficiary may pay the same, and any amount so paid by the Beneficiary shall then be added to the principal debt named herein and shall be secured hereby.

If the Grantor shall well and truly keep and perform all the covenants and agreements in this Deed of Trust, and in the note hereby secured and well and truly pay off and discharge the said note and other indebtedness secured hereby, then this conveyance shall be null and void, but otherwise shall remain in full force and effect and at the request of the Beneficiary, the said Trustee, or any successor appointed in his stead, shall sell the premises covered hereby at public auction for cash to the highest and best bidder, during legal hours, at any front door of the county courthouse of DeSoto County, State of Mississippi, after giving notice, by advertising and posting as required by law, of the time, place, and terms of sale, and out of the proceeds arising from such sale, the said Trustee, or any successor, shall first pay all the costs and expenses of executing this Trust, including a reasonable compensation of said Trustee; next, said Trustee shall pay the balance of the indebtedness hereby secured then remaining unpaid; next, said Trustee shall reimburse the Veterans Administration for any sums paid by it on account of the guaranty or insurance of the indebtedness secured hereby; and lastly, any balance remaining in the hands of said Trustee shall be paid to the Grantor. The Beneficiary, or any subsequent holder of the note is hereby authorized and empowered to appoint and substitute another Trustee in the place of the Trustee named herein, at any time, by writing, duly signed and acknowledged and recorded in the county or counties where the premises covered hereby are situate, and such appointee shall have full power as the Trustee herein, together with all the rights and privileges thereunto belonging. If the holder of the note is a corporation, its president or any vice president may select and appoint such substituted Trustee. No one exercise of this power of appointment, power of sale, or any other power or right given in this Deed of Trust shall exhaust the right to exercise such power, but all rights and powers herein given may be exercised as often as may be necessary to achieve the perfect security and the collection of the indebtedness secured by this Deed of Trust until said indebtedness is fully paid and discharged. At any sale made to enforce the Trust herein given, the Beneficiary, or any person in interest, may become a purchaser, and upon payment of the purchase price, the Trustee shall execute a deed of conveyance, which conveyance shall vest full and perfect title in such purchaser upon payment of the purchase price.

The Grantor hereby assigns to the Beneficiary any and all rents on the premises covered hereby and authorizes the Beneficiary, by its agent, to take possession of said premises at any time there is any default in the

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payment of the debt hereby secured or in the performance of any obligation herein contained, and rent the same for the account of the Grantor, and to deduct from such rents all costs of collection and administration and to apply the remainder of the same on the debt hereby secured.

The Grantor further covenants and agrees that in case of a sale, as hereinabove provided, the Grantor or any person in possession under the Grantor, shall then become and be tenants holding over and shall forthwith deliver possession to the purchaser at such sale, or be summarily dispossessed in accordance with the provisions of law applicable to tenants holding over.

If the indebtedness secured hereby be guaranteed or insured under Title 38, United States Code, such Title and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Title or Regulations are hereby amended to conform thereto.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, the use of any gender shall be applicable to all genders, and the term "Beneficiary" shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

IN WITNESS WHEREOF, the Grantor(s) have hereunto set their hand(s) the day and year herein first written above.

Edward M. Roots

Edward M. Roots

Donna M. Roots

Donna M. Roots

STATE OF MISSISSIPPI,
COUNTY OF DeSOTO } ss:

Personally appeared before me , the undersigned Notary Public in and for said County, the within named Edward M. Roots and Donna M. Roots , his wife, who acknowledged that the y signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and seal this 29th day of September , 1975.

Mary K. Waller
Notary Public

My Commission expires:
9-2-79

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 Oct. 1975, and that the same has been
recorded in Book 91 Page 575 records of REAL ESTATE TRUST DEEDS
of said County.
Witness my hand and seal this the 8 day of Oct. 1975.
Fees $5.00 pd.
SEAL H. D. Ferguson, CLERK

SOUTHAVEN, MISSISSIPPI

579

9846/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 December 27, 1974, and duly recorded in Book 182 at Page(s) 423 of your records.

WITNESS the signature of the corporation, this the 25th day of ~~September~~, A.D., 1975.

(SEAL)

BANKERS TRUST SAVINGS AND LOAN ASSOCIATION

BY: W. S. Weems

W. S. Weems, Senior Vice President

ATTEST:

B. J. Renfrow, Assistant Vice President

STATE OF MISSISSIPPI
COUNTY OF HINDS

Personally came and appeared before me, the undersigned Notary Public in and for said County and State, W. S. Weems and B. J. Renfrow, known to me to be the Senior Vice President, and Assistant Vice President, respectively, of the within named BANKERS TRUST SAVINGS AND LOAN ASSOCIATION, a Mississippi corporation, who acknowledged to me that for and on behalf of said corporation and as its act and deed, they signed and delivered the above and foregoing Authority to Cancel on the day and year therein set out, and for the intent and purposes therein expressed, they being first duly authorized so to do by said corporation.

GIVEN under my hand and official seal of office, this the 25th day of September, A.D., 1975.

Carrie L. Sells
NOTARY PUBLIC

My commission expires:
My Commission Expires Aug. 14, 1978

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 Oct., 1975, and that the same has been recorded in Book 191 Page 579 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 8 day of Oct. 1975.
Fees $ 2.50 pd.
SEAL H. L. Ferguson, CLERK

580

14969

5 0229

This instrument prepared by:

TRUST DEED RELEASE

office of Chancery Court Clerk
DeSoto County Mississippi

WHEREAS, By the hereinafter described trust deed, heretofore recorded in the ~~Records of Shelby County, Tennessee~~, certain real property was conveyed by the hereinafter named grantor, to James R. Houston

as Trustee, for the purpose of securing the payment and indebtedness evidenced by notes fully described in such trust deed—; and

WHEREAS, All of the notes described in and secured by said trust deed have been paid in full, and there is nothing due or owing on said indebtedness nor under the terms and provisions of said trust deed; and

WHEREAS, Said trust deed are briefly described as follows, to-wit:

GRANTOR	Date of Instrument	Recorded	Description of Property
Donnie Dean Riley & Nancy W. Riley h/w	12/31st/63	Book 74 Page 313	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 and 42 in the office of the Chancery Clerk of DeSoto County, Mississippi.

NOW, THEREFORE, in consideration of the premises the undersigned United States Savings Bank of Newark, New Jersey as legal owner and holder of the notes secured by said trust deed, acknowledges full payment and satisfaction thereof, and hereby releases and discharges the lien of said trust deed, and to this end quit claims and conveys unto said grantor their heirs and assigns all its right, title, and interest in and to the real estate described in said trust deed, to which reference is made for a particular description of said property.

The undersigned, United States Savings Bank of Newark, New Jersey, covenants with the said grantors that it is the legal owner and holder of the notes described in and secured by said trust deed, and that they have the lawful right to release and discharge the lien thereof.

IN WITNESS WHEREOF the said United States Savings Bank of Newark, New Jersey has hereunto set its hand (or caused its corporate name to be signed hereto by and through its proper officers duly authorized so to do) this the 11th day of September 19 75.

Attest: John P. Coyle

John P. Coyle-Ass't Secretary

United States Savings Bank of Newark, New Jersey

Edward W. Jentz-Ass't Vice President

STATE OF TENNESSEE }
COUNTY OF SHELBY }

On this ____ day of ____ 19____, before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared ____ to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as ____ free act and deed.

WITNESS my hand and Notarial Seal at office the day and year above written.

____ Notary Public

My commission expires ____ day of ____ 19____

STATE OF ~~TENNESSEE~~ New Jersey
COUNTY OF ~~SHELBY~~ Essex

Before me, a Notary Public in and for said State and County duly commissioned and qualified, personally appeared Edward W. Jentz with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the Ass't Vice President of the U.S. Savings Bank of Newark the within named bargainor, a corporation, and that he as such Ass't Vice President being authorized so to do, signed & delivered the foregoing instrument for the purpose therein contained by signing the name of the corporation by himself as Ass't Vice President.

WITNESS my hand and seal at office in Newark, New Jersey this 11th day of September 1975.

Mary A. Mudd Notary Public

My commission expires 3-20-79 day of March 19 79

MARY A. MUDD
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Mar. 20, 1979

* 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. 8 day of Oct. 1975, and that the same has been recorded in Book 191 Page 580 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 8 day of Oct. 1975.

Fees $2.50 pd.

SEAL H. P. Ferguson, CLERK

581

ASSIGNMENT OF DEED OF TRUST

FOR, AND IN CONSIDERATION of $10.00, cash in hand paid, and other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, the undersigned KIMBROUGH INVESTMENT COMPANY, a Mississippi Corporation, does hereby grant, bargain, sell, convey and assign unto Federal National Mortgage Association, Georgia Atlanta, all of its right, title and interest in and to that certain deed of trust executed by Lester E. Childers and wife Billie Jean Childers to O. B. Taylor, Jr., Trustee for the use and benefit of the said Kimbrough Investment Company, which Deed Of Trust appears of record in Deed Book 190 at page 449 of the records of the Chancery Clerk of DeSoto County, Mississippi, together with the debt thereby secured.

IN WITNESS WHEREOF, the undersigned KIMBROUGH INVESTMENT COMPANY has caused this agreement to be executed by its duly qualified officers and its corporate seal to be hereunto affixed, this the 6th day of October, 19 75.

KIMBROUGH INVESTMENT COMPANY

BY Richard H. Kimbrough
PRESIDENT

SEAL

ATTEST:

BY Howard H. Anderson
VICE PRESIDENT

STATE OF MISSISSIPPI
COUNTY OF HINDS

Personally appeared before me, the undersigned authority of law in and for the jurisdiction aforesaid, Richard H. Kimbrough and Howard H. Anderson, personally known to be the President and Vice President, respectively of the within named KIMBROUGH INVESTMENT COMPANY, a Mississippi Corporation, who acknowledged that they signed and executed and delivered the within and foregoing assignment on the day and year therein set forth, for and on behalf of Kimbrough Investment Company, and caused to be affixed thereto its corporate seal, being first duly authorized to so do.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE on this the 6th day of October, 19 75.

Gene M. Green
NOTARY PUBLIC

My commission expires: My Commission Expires October 26, 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. 8 day of October 1975, and that the same has been recorded in Book 191 Page 581 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 9 day of October 1975.

Fees $ 2.50 pd.

SEAL H. P. Ferguson, CLERK

582

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

J. C. WORLEY and wife BETTY ANN WORLEY

of the first part, hereinafter designated as the Grantor,

H. R. GARNER Trustee, of the second part, hereinafter designated as Trustee, and

BANK OF WALLS, BRANCH OFFICE-TUNICA COUNTY BANK, WALLS, MISSISSIPPI

of the third part, hereinafter designated as the Beneficiary.

WITNESSETH: That whereas the Grantor is justly indebted to the beneficiary in the full sum of EIGHT THOUSAND AND 00/100----------DOLLARS ($ 8,000.00) evidenced by One (1) promissory note of even date herewith in favor of the beneficiary, bearing interest at the rate of 8% 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:

Four (4) annual payments of $2,000.00 each plus interest at the rate of 8% per annum on the unpaid principal beginning on the 3rd day of October, 1976, and continuing each and every seccessive year thereafter on the 3rd day of October until paid in full with the final payment being due and payable on the 3rd day of October, 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:

(See Next Page)

Copyright Mississippi Bankers Association

1.29 Acre Portion of the Jesse Branan Tract located in the Northwest Quarter of Section 23, Township 1 South, Range 9 West, DeSoto County, Mississippi; BEGINNING at a point in the North line of the Richard Cook 69.84 acre tract at the Centerline of Branan Road; thence South 85° 17' East along the North line of said Cook tract 115.0 feet to a point; thence North 1° 30' East along a fence line 353.7 feet to an iron pin; thence North 76° 30' West along the South line of the Luke James tract 233.0 feet; thence South 53.0 feet, more or less, to the centerline of Branan Road· thence South 41° East along centerline of Branan Road 90.0 feet; thence South 15°00' East along the centerline of Branan Road 150.0 feet; thence South 3° East along the centerline of Branan Road 133.0 feet to the Point of Beginning.

Together with all the hereditaments and appurtenances thereunto appertaining, as far as they may now or hereafter, during the term of this deed of trust, belong to or be used in connection with the occupancy of any building on the said land, or that may be hereafter erected thereon, all heating and ventilating apparatus, gas, electric light and other fixtures, whether attached to said premises or detached therefrom.

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary herein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment of interest as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other convenant herein contained, then and in that event the entire principal sum secured hereby with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, or the owner or holder of said note or notes, be and become at once due and payable, and the trustee herein named, or his successor or successors, shall, at the request of the beneficiary, or at the request of any owner or holder of the note or notes secured hereby, sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid. Such sale shall be made by giving notice of the time, place and terms of sale as required by Section 888 of the Mississippi Code of 1942 and amendments if any thereto, and the trustee shall make deed to the purchaser or purchasers. Should the beneficiary, or the owner or holder of the note or notes secured hereby be a corporation, then in such event a declaration of default to the trustee, and a request for sale hereunder, may be made by any officer thereof. If the land covered hereby is situated in two or more counties, or in two judicial districts of the same county, the trustee may sell the whole in any of the counties, or in either of the judicial districts of a county in which any part of the land lies. Out of the proceeds of sale the trustee shall first pay the cost of advertising and making the sale; and secondly, he shall pay whatever items may have been incurred and remain unpaid in the protection of this security; then he shall pay such of the items of indebtedness secured hereby as may be outstanding in the order of their maturity, and any balance remaining in his hands shall be delivered to the grantor, or to his proper representatives, agents or assigns.

It is agreed and understood, by and between the parties hereto that this conveyance is executed and intended to be, and is hereby made subject to the following covenants, stipulations and conditions, all of which shall be binding upon the parties hereto and each of them.

First. In addition to the indebtedness specifically mentioned above, and any and all extensions or renewals of the same, or any part thereof, this conveyance shall also cover such future and additional advances as may be made to the grantor, or either of them, by the beneficiary, not to exceed the sum of $125,000.00, the beneficiary to be the sole judge as to whether or not such future and additional advances shall be made. In addition to all of the above, it is intended that this conveyance shall secure, and it does secure any and all debts, obligations, or liabilities, direct or contingent, of the grantor herein, or either of them, to the beneficiary, whether now existing or hereafter arising at any time before actual cancellation of this instrument on the public records of mortgages and deeds of trust, whether the same be evidenced by note, open account, over-draft, endorsement, guaranty or otherwise.

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Second. The grantor will at all times during the continuance of this deed of trust keep the buildings and improvements on said premises insured against loss or damage by fire, storm, war damage and other hazard in such reliable insurance company, or companies, as may be acceptable to the beneficiary, for the maximum amount of insurance obtainable, or in such amount as may be approved by beneficiary, and all policies covering the same shall contain the proper loss payable clause, making all losses, if any, payable to the beneficiary, his successors or assigns, and shall be delivered to the beneficiary herein, or to the owner or holder of the notes secured hereby as additional security. In case of loss and payment by any insurance company, the amount of insurance money so paid shall be applied either on the indebtedness secured hereby, or in rebuilding or restoring the damaged building, or buildings, or it may be released to the grantor, as the beneficiary may elect. In the event of loss the grantor shall immediately give notice by mail to the beneficiary who may make proof of loss if same be not promptly made by the grantor. Each insurance company involved is hereby authorized, empowered and directed to make payment for any loss directly to the beneficiary instead of to the grantor and the beneficiary jointly.

Third. The grantor will pay all taxes and assessments, general or special, which may be assessed against the said land, premises or property, or upon the interest of the trustee or the beneficiary therein, or upon this deed of trust, or the indebtedness secured hereby, without regard to any law heretofore enacted or that may hereafter be enacted imposing payment of the whole or any part thereof upon either the trustee or beneficiary, and further will furnish annually to the beneficiary certificates or receipts of the proper officer showing full payment of all such taxes and assessments.

Fourth. That the rents, issues and profits of all and every part of the property here conveyed are specifically pledged to the payment of the indebtedness hereby secured, and all obligations which may accrue under the terms of this instrument. Upon the maturity of the indebtedness hereby secured, either by lapse of time or by reason of any default as herein provided, or if at any time it becomes necessary to protect the lien of this conveyance, the beneficiary, or any owner, or holder of the notes secured hereby, shall have the right to forthwith enter into and upon the property hereinbefore described and take possession thereof, and collect and apply the rents, issues and profits thereon upon the indebtedness secured hereby, or may, if it is so desired, have a receiver appointed by any court of competent jurisdiction to collect and impound the said rents, issues and profits and after paying the expense of such receivership apply the balance thereof to the payment of any indebtedness secured hereby.

Fifth. The failure on the part of the grantor to keep and perform each, any, and all of the covenants and stipulations of this deed of trust, or the passage by the State of Mississippi of any law imposing payment of the whole or any portion of any of the taxes aforesaid upon the trustee or the beneficiary, or upon the rendering by any court of competent jurisdiction of a decision that the stipulation or provision herein covering the payment of taxes or assessments is legally inoperative, shall give to the beneficiary or to the owner or holder of the notes secured hereby the option to at once declare the entire principal sum hereby secured with all interest and charges thereon, and all other amounts secured hereby at once due and demandable and to have the property advertised and sold by the trustee herein named, or his successor or successors, in accordance with the provisions of this conveyance hereinbefore set out. But in case such default consists in the failure to keep the said property insured or to pay the taxes herein required, the beneficiary, or the owner or holder of the said secured notes, may procure said insurance and pay said taxes and assessments, or redeem the property from tax sale if it has been sold; and any and all sums paid in procuring said insurance or in paying said taxes or assessments or in redeeming said property from tax sale, together with interest thereon at the rate herein stipulated from the date the same shall have been paid, shall be covered by this conveyance and shall be due and demandable on the date of the maturity of the interest installment which may become due under the terms of this instrument next after such additional items of expense are made or incurred. In case the beneficiary or the owner or holder of said secured notes elects to advance insurance premium and/or taxes, the receipt of an agent of the insurance company or companies in which said insurance is placed shall, with respect to such insurance premiums, be conclusive evidence as between the parties to this conveyance of the amount and fact of payment thereof; and the receipt of the proper public official, shall with respect to the taxes and assessments, aforesaid, be conclusive as between the parties to this conveyance of the amount and validity of said taxes or assessments and of the fact of the payment thereof.

Sixth. The beneficiary, or any owner or holder of the note secured hereby, may at pleasure, without giving formal notice to the original or any successor trustee, or to the grantor herein, and without regard to the willingness or inability of any such trustee to act, or to execute this trust, appoint another person or succession of persons to act as trustee herein, and such appointee or substitute shall have all the powers in the execution of this trust as are vested in the trustee herein named. If the beneficiary, or the owner or holder of the note secured hereby, be a corporation, such appointment may be made by its president, vice-president, assistant vice-president, secretary or treasurer.

Seventh. In case of foreclosure and sale of the property covered hereby, the beneficiary, or any owner or holder of the notes secured hereby, shall have the same right to purchase at said sale as if a stranger to this instrument.

Eighth. Grantor covenants that the premises and property covered hereby will at all times be used in a good and husbandlike manner, for lawful purposes only, and that waste will not be committed or suffered to be committed thereon.

Ninth. Whenever in this deed of trust the context so requires, the singular number shall include the plural, and the plural the singular; holder of the note or notes shall be deemed to refer to and include the owner of the debt, and the word beneficiary shall at any and all times include and mean the then holder of the note or notes secured hereby.

IN TESTIMONY WHEREOF, witness the signature of the grantor this the 3rd day of October 19 75

J. C. Worley

J. C. Worley

Betty Ann Worley

Betty Ann Worley

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 J. C. WORLEY and wife, BETTY ANN WORLEY 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 3rd day of October 19 75

My Commission Expires: My Commission Expires May 15, 1978

William H. Routh

Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 4 o'clock 40 minutes P. M. 8 day of Oct. 1975, and that the same has been recorded in Book 191 Page 582 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 9 day of Oct, 1975.

5.00 pd.

W. G. Duncan, Clerk.

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FULLY PAID AND SATISFIED
DATE 6/19/00
UNITED STATES OF AMERICA
RURAL DEVELOPMENT
BY
Community Development Mgr.
PURSUANT TO AUTHORITY
CONTAINED IN 31.F.R.14109

ATTEST
W. E. Davis CHANCERY CLERK
by: D. Blackmon

(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, October 6 , 1975,
(Date)

by and between the undersigned

A. Z. GARROTT and wife, ETTA MAE B. GARROTT,

residing in DeSoto County, Mississippi, whose post office address is Route 2 - 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*
October 6 , 1975	$20,890.00	8-1/8 %	October 6 , 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 9, 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 thereunto belonging, the rents, issues, and profits thereof and revenues and income therefrom, all improvements and personal property now or later attached thereto or reasonably necessary to the use thereof, including, but not limited to, ranges, refrigerators, clothes washers, clothes dryers, or carpeting purchased or financed in whole or in part with loan funds, all water, water rights, and water stock pertaining thereto, and all payments at any time owing to Borrower by virtue of any sale, lease, transfer, conveyance, or condemnation of any part thereof or interest therein all of which are herein called "the property";

IN TRUST, NEVERTHELESS, (a) at all times when the note is held by the Government, or in the event the Government should assign this instrument without insurance of the payment of the note, to secure prompt payment of the note and any renewals and extensions thereof and any agreements contained therein, including any provision for the payment of an insurance or other charge, (b) at all times when the note is held by an insured holder, to secure performance of Borrower's agreement herein to indemnify and save harmless the Government against loss under its insurance contract by reason of any default by Borrower, and (c) in any event and at all times to secure the prompt payment of all advances and expenditures made by the Government, with interest, as hereinafter described, and the performance of every covenant and agreement of Borrower contained herein or in any supplementary agreement.

BORROWER for himself, his heirs, executors, administrators, successors and assigns COVENANTS AND AGREES as follows:

(1) To pay promptly when due any indebtedness to the Government hereby secured and to indemnify and save harmless the Government against any loss under its insurance of payment of the note by reason of any default by Borrower. At all times when the note is held by an insured holder, Borrower shall continue to make payments on the note to the Government, as collection agent for the holder.

(2) To pay to the Government such fees and other charges as may now or hereafter be required by regulations of the Farmers Home Administration.

(3) If required by the Government, to make additional monthly payments of 1/12 of the estimated annual taxes, assessments, insurance premiums and other charges upon the mortgaged premises.

(4) Whether or not the note is insured by the Government, the Government may at any time pay any other amounts required herein to be paid by Borrower and not paid by him when due, as well as any costs and expenses for the preservation, protection, or enforcement of this lien, as advances for the account of Borrower. All such advances shall bear interest at the rate borne by the note which has the highest interest rate.

(5) All advances by the Government as described in this instrument, with interest, shall be immediately due and payable by Borrower to the Government without demand at the place designated in the latest note and shall be secured hereby. No such advance by the Government shall relieve Borrower from breach of his covenant to pay. Any payment made by Borrower may be applied on the note or any indebtedness to the Government secured hereby, in any order the Government determined.

(6) To use the loan evidenced by the note solely for purposes authorized by the Government.

(7) To pay when due all taxes, liens, judgments, encumbrances, and assessments lawfully attaching to or assessed against the property, including all charges and assessments in connection with water, water rights, and water stock pertaining to or reasonably necessary to the use of the real property described above, and promptly deliver to the Government without demand receipts evidencing such payments.

(8) To keep the property insured as required by and under insurance policies approved by, delivered to, and retained by the Government.

(9) To maintain improvements in good repair and make repairs required by the Government; operate the property in a good and husbandmanlike manner; comply with such farm conservation practices and farm and home management plans as the Government from time to time may prescribe; and not to abandon the property, or cause or permit waste, lessening or impairment of the security covered hereby, or, without the written consent of the Government, cut, remove, or lease any timber, gravel, oil, gas, coal, or other minerals except as may be necessary for ordinary domestic purposes.

(10) To comply with all laws, ordinances, and regulations affecting the property.

(11) To pay or reimburse the Government for expenses reasonably necessary or incidental to the protection of the lien priority hereof and to the enforcement of or the compliance with the provisions hereof and of the note and any supplementary agreement (whether before or after default), including but not limited to costs of evidence of title to and survey of the property, costs of recording this and other instruments, attorneys' fees, trustees' fees, court costs, and expenses of advertising, selling, and conveying the property.

(12) Neither the property nor any portion thereof or interest therein shall be leased, assigned, sold, transferred, or encumbered, voluntarily or otherwise, without the written consent of the Government. The Government shall have the sole and exclusive rights as mortgagee hereunder, including but not limited to the power to grant consents, partial releases, subordinations, satisfaction, and no insured holder shall have any right, title or interest in or to the lien or any benefits hereof.

(13) At all reasonable times the Government and its agents may inspect the property to ascertain whether the covenants and agreements contained herein or in any supplementary agreement are being performed.

(14) The Government may extend and defer the maturity of and renew and reamortize the debt evidenced by the note or any indebtedness to the Government secured hereby, release from liability to the Government any party so liable thereon, release portions of the property from and subordinate the lien hereof, and waive any other rights hereunder, without affecting the lien or priority hereof or the liability to the Government of Borrower or any other party for payment of the note or indebtedness secured hereby except as specified by the Government in writing.

(15) If at any time it shall appear to the Government that Borrower may be able to obtain a loan from a production credit association, a Federal land bank, or other responsible cooperative or private credit source, at reasonable rates and terms for loans for similar purposes and periods of time, Borrower will, upon the Government's request, apply for and accept such loan in sufficient amount to pay the note and any indebtedness secured hereby and to pay for any stock necessary to be purchased in a cooperative lending agency in connection with such loan.

(16) The power to appoint a substitute trustee is hereby granted to the Government and its assigns, to be exercised at any time hereafter, without notice and without specifying any reason therefor, by filing for record in the office where this instrument is recorded an instrument of appointment, whereupon the substitute trustee shall succeed to all the estates, rights, powers, and trusts herein granted to or vested in Trustee, and the former trustee or substitute trustee shall be divested thereof; and notice of the exercise of this power and any requirement of, or right to require, a bond from any trustee hereunder, are hereby waived.

(17) Default hereunder shall constitute default under any other real estate, or under any personal property or other, security instrument held or insured by the Government and executed or assumed by Borrower, and default under any such other security instrument shall constitute default hereunder.

(18) SHOULD DEFAULT occur in the performance or discharge of any obligation in this instrument or secured by this instrument, or should any one of the parties named as Borrower die or be declared an incompetent, a bankrupt, or an insolvent, or make an assignment for the benefit of creditors, the Government, at its option, with or without notice, may: (a) declare the entire amount unpaid under the note and any indebtedness to the Government hereby secured immediately due and payable, (b) for the account of Borrower incur and pay reasonable expenses for repair or maintenance of and take possession of, operate or rent the property, (c) upon application by it and production of this instrument, without other evidence and without notice of hearing of said application have a receiver appointed for the property, with the usual powers of receivers in like cases, and (d) authorize and request Trustee to foreclose this instrument and sell the property as provided by law.

(19) Upon default aforesaid, at the request of the Government, Trustee may foreclose this instrument by advertisement and sale of the property as provided by law, for cash or secured credit at the option of the Government, personal notice of which sale need not be served on Borrower; such sale may be adjourned from time to time without other notice than oral proclamation at the time and place appointed for such sale and correction made on the posted notices; and at such sale the Government and its agents may bid and purchase as a stranger; Trustee at his option may conduct such sale without being personally present, through his delegate authorized by him for such purpose orally or in writing, and Trustee's execution of a conveyance of the property or any part thereof to any purchaser at foreclosure sale shall be conclusive evidence that the sale was conducted by Trustee personally or through his delegate duly authorized in accordance herewith. If the property is situated in two or more counties, the sale may be held in any one of such counties selected by the Government in its sole discretion.

(20) The proceeds of foreclosure sale shall be applied in the following order to the payment of: (a) costs and expenses incident to enforcing or complying with the provisions hereof, (b) any prior liens required by law or a competent court to be so paid, (c) the debt evidenced by the note and all indebtedness to the Government secured hereby, (d) inferior liens of record required by law or a competent court to be so paid, (e) at the Government's option, any other indebtedness of Borrower owing to or insured by the Government, and (f) any balance to Borrower. In case the Government is the successful bidder at foreclosure or other sale of all or any part of the property, the Government may pay its share of the purchase price by crediting such amount on any debts of Borrower owing to or insured by the Government, in the order prescribed above.

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(21) All powers and agencies granted in this instrument are coupled with an interest and are irrevocable by death or otherwise; and the rights and remedies provided in this instrument are cumulative to remedies provided by law.

(22) Borrower recognizes that, pursuant to Federal law, the Government will not be bound by any present or future State laws, (a) providing for valuation, appraisal, homestead or exemption of the property, (b) prohibiting maintenance of an action for a deficiency judgment or limiting the amount thereof or the time within which such action must be brought, (c) prescribing any other statute of limitations, (d) allowing any right of redemption or possession following any foreclosure sale, or (e) limiting the conditions which the Government may by regulation impose, including the interest rate it may charge, as a condition of approving a transfer of the property to a new Borrower. Borrower expressly waives the benefit of any such State laws. Borrower hereby relinquishes, waives, and conveys all rights, inchoate or consummate, of descent, dower, and curtesy.

(23) If any part of the loan for which this instrument is given shall be used to finance the purchase, construction or repair of property to be used as an owner-occupied dwelling (a) neither he nor anyone authorized to act for him will, after receipt of a bona fide offer, refuse to negotiate for its sale or rental, or will otherwise make unavailable or deny said property, to anyone because of race, color, religion or national origin and (b) Borrower recognizes as illegal and hereby disclaims and will not comply with or attempt to enforce any restrictive covenants on said property relating to race, color, religion or national origin.

(24) This instrument shall be subject to the present regulations of the Farmers Home Administration, and to its future regulations not inconsistent with the express provisions hereof.

(25) Notices given hereunder shall be sent by certified mail, unless otherwise required by law, addressed, unless and until some other address is designated in a notice so given in the case of the Government to Farmers Home Administration, United States Department of Agriculture, at Jackson, Mississippi 39201, and in the case of Borrower to him at his post office address stated above.

(26) If any provision of this instrument or application thereof to any person or circumstances is held invalid, such invalidity will not affect other provisions or applications of the instrument which can be given effect without the invalid provision or application, and to this end the provisions hereof are declared to be severable.

STATE OF MISSISSIPPI, DeSOTO COUNTY

I certify that the within instrument was filed for record at 3 o'clock and no minutes P. M. 8 day of Oct. 1975 and that the same has been recorded in Book No. ____ Page ____ records of ____ Trust Deeds of said County.

Witness my hand and seal this ____ day of ____ 19____

STATE OF MISSISSIPPI ____ Clerk

COUNTY OF DeSOTO

WITNESS the signature(s) of Borrower the day and year first above written.

A. Z. Garrott

Etta Mae B. Garrott

ss: ACKNOWLEDGMENT

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within-named A. Z. GARROTT and ETTA MAE B. GARROTT, his wife, who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under may hand and official seal this 6th day of October, 1975.

Nealie B Waugh

(Signature)

NOTARY PUBLIC

(Title)

(SEAL)

My Commission Expires: My Commission Expires April 3, 1979

5.00 pd 3.44

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 3 o'clock no minutes P. M. 8 day of Oct. 1975, and that the same has been recorded in Book 191 Page 585 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 9 day of Oct. 1975.

5.00

SEAL H. P. Ferguson, CLERK

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Assignment of this Instrument Recorded in
Real Estate T/D Book
No. 198 Page 69
This the 1 day of April 19 76
[illegible] Clerk

Mississippi Bankers Association
Form No. 1
(Revised Dec. 1955)
LAND

DEED OF TRUST
LAND

THIS INDENTURE, this day made and entered into between A. P. GARRITY, JR., AND WIFE, JOAN I. GARRITY

of the first part, hereinafter designated as the Grantor,

JAMES W. AMOS

Trustee, of the second part, hereinafter designated as Trustee, and

E. L. GRAHAM

of the third part, hereinafter designated as the Beneficiary.

WITNESSETH: That whereas the Grantor is justly indebted to the beneficiary in the full sum of THIRTY FOUR THOUSAND AND NO/100---------- DOLLARS ($ 34,000.00) evidenced by one promissory note of even date herewith in favor of the beneficiary, bearing interest at the rate of 8 3/4 per centum per annum after date , providing for the payment of attorney's fees in case of default and being due and payable as follows, to-wit:

This note shall be due and repayable in 27 monthly installments of $267.48 each, the first of said installments being due and payable on or before the 15th day of November, 1975, with a like installment due on the same day of each successive month thereafter and the balance of said note shall be due on January 15, 1978, until paid in full.

WHEREAS, the said grantor desires to secure the prompt payment at maturity of the aforesaid indebtedness, as well as any extension of the same, or any part thereof, and any other or further indebtedness in the way of future advances hereunder, or otherwise, that the grantor, or either of them, may now or hereafter owe the beneficiary, as hereinafter provided:

NOW, THEREFORE, in consideration of the premises, and the further consideration of Ten Dollars ($10.00) cash in hand paid by the aforesaid trustee, the receipt of which is hereby acknowledged, the grantor does hereby convey and warrant unto the said trustee, the property situated in the COUNTY OF DESOTO State of Mississippi, and more particularly described as follows, to-wit:

Lot #5, Dalewood Subdivision, DeSoto County, Mississippi, in Section 19, Township 2 South, Range 7 West, DeSoto County, Mississippi, as shown on plat recorded in Plat Book 11, Pages 29-31 in the Office of the Chancery Clerk.

Copyright Mississippi Bankers Association

Paid, satisfied and Cancelled
This 2nd day of Nov. 1977

Attest
[illegible] Clerk

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Together with all the hereditaments and appurtenances thereunto appertaining, as far as they may now or hereafter, during the term of this deed of trust, belong to or be used in connection with the occupancy of any building on the said land, or that may be hereafter erected thereon, all heating and ventilating apparatus, gas, electric light and other fixtures, whether attached to said premises or detached therefrom.

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary herein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment of interest as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other convenant herein contained, then and in that event the entire principal sum secured hereby with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, or the owner or holder of said note or notes, be and become at once due and payable, and the trustee herein named, or his successor or successors, shall, at the request of the beneficiary, or at the request of any owner or holder of the note or notes secured hereby, sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid. Such sale shall be made by giving notice of the time, place and terms of sale as required by Section 89-1-55 of the Mississippi Code of 1972 and amendments if any thereto, and the trustee shall make deed to the purchaser or purchasers. Should the beneficiary, or the owner or holder of the note or notes secured hereby be a corporation, then in such event a declaration of default to the trustee, and a request for sale hereunder, may be made by any officer thereof. If the land covered hereby is situated in two or more counties, or in two judicial districts of the same county, the trustee may sell the whole in any of the counties, or in either of the judicial districts of a county in which any part of the land lies. Out of the proceeds of sale the trustee shall first pay the cost of advertising and making the sale; and secondly, he shall pay whatever items may have been incurred and remain unpaid in the protection of this security; then he shall pay such of the items of indebtedness secured hereby as may be outstanding in the order of their maturity, and any balance remaining in his hands shall be delivered to the grantor, or to his proper representatives, agents or assigns.

It is agreed and understood, by and between the parties hereto that this conveyance is executed and intended to be, and is hereby made subject to the following covenants, stipulations and conditions, all of which shall be binding upon the parties hereto and each of them.

First. In addition to the indebtedness specifically mentioned above, and any and all extensions or renewals of the same, or any part thereof, this conveyance shall also cover such future and additional advances as may be made to the grantor, or either of them, by the beneficiary, not to exceed the sum of $125,000.00, the beneficiary to be the sole judge as to whether or not such future and additional advances shall be made. In addition to all of the above, it is intended that this conveyance shall secure, and it does secure any and all debts, obligations, or liabilities, direct or contingent, of the grantor herein, or either of them, to the beneficiary, whether now existing or hereafter arising at any time before actual cancellation of this instrument on the public records of mortgages and deeds of trust, whether the same be evidenced by note, open account, over-draft, endorsement, guaranty or otherwise.

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Second. The grantor will at all times during the continuance of this deed of trust keep the buildings and improvements on said premises insured against loss or damage by fire, storm, war damage and other hazard in such reliable insurance company, or companies, as may be acceptable to the beneficiary, for the maximum amount of insurance obtainable, or in such amount as may be approved by beneficiary, and all policies covering the same shall contain the proper loss payable clause, making all losses, if any, payable to the beneficiary, his successors or assigns, and shall be delivered to the beneficiary herein, or to the owner or holder of the notes secured hereby as additional security. In case of loss and payment by any insurance company, the amount of insurance money so paid shall be applied either on the indebtedness secured hereby, or in rebuilding or restoring the damaged building, or buildings, or it may be released to the grantor, as the beneficiary may elect. In the event of loss the grantor shall immediately give notice by mail to the beneficiary who may make proof of loss if same be not promptly made by the grantor. Each insurance company involved is hereby authorized, empowered and directed to make payment for any loss directly to the beneficiary instead of to the grantor and the beneficiary jointly.

Third. The grantor will pay all taxes and assessments, general or special, which may be assessed against the said land, premises or property, or upon the interest of the trustee or the beneficiary therein, or upon this deed of trust, or the indebtedness secured hereby, without regard to any law heretofore enacted or that may hereafter be enacted imposing payment of the whole or any part thereof upon either the trustee or beneficiary, and further will furnish annually to the beneficiary certificates or receipts of the proper officer showing full payment of all such taxes and assessments.

Fourth. That the rents, issues and profits of all and every part of the property here conveyed are specifically pledged to the payment of the indebtedness hereby secured, and all obligations which may accrue under the terms of this instrument. Upon the maturity of the indebtedness hereby secured, either by lapse of time or by reason of any default as herein provided, or if at any time it becomes necessary to protect the lien of this conveyance, the beneficiary, or any owner, or holder of the notes secured hereby, shall have the right to forthwith enter into and upon the property hereinbefore described and take possession thereof, and collect and apply the rents, issues and profits thereon upon the indebtedness secured hereby, or may, if it is so desired, have a receiver appointed by any court of competent jurisdiction to collect and impound the said rents, issues and profits and after paying the expense of such receivership apply the balance thereof to the payment of any indebtedness secured hereby.

Fifth. The failure on the part of the grantor to keep and perform each, any, and all of the covenants and stipulations of this deed of trust, or the passage by the State of Mississippi of any law imposing payment of the whole or any portion of any of the taxes aforesaid upon the trustee or the beneficiary, or upon the rendering by any court of competent jurisdiction of a decision that the stipulation or provision herein covering the payment of taxes or assessments is legally inoperative, shall give to the beneficiary or to the owner or holder of the notes secured hereby the option to at once declare the entire principal sum hereby secured with all interest and charges thereon, and all other amounts secured hereby at once due and demandable and to have the property advertised and sold by the trustee herein named, or his successor or successors, in accordance with the provisions of this conveyance hereinbefore set out. But in case such default consists in the failure to keep the said property insured or to pay the taxes herein required, the beneficiary, or the owner or holder of the said secured notes, may procure said insurance and pay said taxes and assessments, or redeem the property from tax sale if it has been sold; and any and all sums paid in procuring said insurance or in paying said taxes or assessments or in redeeming said property from tax sale, together with interest thereon at the rate herein stipulated from the date the same shall have been paid, shall be covered by this conveyance and shall be due and demandable on the date of the maturity of the interest installment which may become due under the terms of this instrument next after such additional items of expense are made or incurred. In case the beneficiary or the owner or holder of said secured notes elects to advance insurance premium and/or taxes, the receipt of an agent of the insurance company or companies in which said insurance is placed shall, with respect to such insurance premiums, be conclusive evidence as between the parties to this conveyance of the amount and fact of payment thereof; and the receipt of the proper public official, shall with respect to the taxes and assessments, aforesaid, be conclusive as between the parties to this conveyance of the amount and validity of said taxes or assessments and of the fact of the payment thereof.

Sixth. The beneficiary, or any owner or holder of the note secured hereby, may at pleasure, without giving formal notice to the original or any successor trustee, or to the grantor herein, and without regard to the willingness or inability of any such trustee to act, or to execute this trust, appoint another person or succession of persons to act as trustee herein, and such appointee or substitute shall have all the powers in the execution of this trust as are vested in the trustee herein named. If the beneficiary, or the owner or holder of the note secured hereby, be a corporation, such appointment may be made by its president, vice-president, assistant vice-president, secretary or treasurer.

Seventh. In case of foreclosure and sale of the property covered hereby, the beneficiary, or any owner or holder of the notes secured hereby, shall have the same right to purchase at said sale as if a stranger to this instrument.

Eighth. Grantor covenants that the premises and property covered hereby will at all times be used in a good and husbandlike manner, for lawful purposes only, and that waste will not be committed or suffered to be committed thereon.

Ninth. Whenever in this deed of trust the context so requires, the singular number shall include the plural, and the plural the singular; holder of the note or notes shall be deemed to refer to and include the owner of the debt, and the word beneficiary shall at any and all times include and mean the then holder of the note or notes secured hereby.

IN TESTIMONY WHEREOF, witness the signature of the grantor this the 8th day of October, 19 75.

A. P. Garrity, Jr.
A. P. GARRITY, JR.

Joan I. Garrity
JOAN I. GARRITY

STATE OF MISSISSIPPI,
COUNTY OF DESOTO

This day personally appeared before me, the undersigned authority, in and for the State and County aforesaid, the within named

A. P. GARRITY, JR., AND WIFE, JOAN I. GARRITY 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 October, 19 75.

My Commission Expires: May 18, 1977

Colleen Estes
Notary Public

DESOTO COUNTY NOTARY PUBLIC

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 8 o'clock A. M. 9 day of Oct. 1975, and that the same has been recorded in Book 191 Page 589 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 9 day of October 1975.

W. D. Ferguson, Clk.

Fees 5.00 pd.

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Assignment of this Instrument Recorded in Real Estate T/D Book No. 192 Page 105 This the 17 day of October 1975 H. L. Ferguson Clerk

Assignment of this Instrument Recorded in Real Estate T/D Book No. 260 Page 592 This the 27 day of June 1980 N. L. Ferguson Clerk

RELEASED BY ASSIGNMENT RECORDED IN BOOK 409 PAGE 698 THIS 5 DAY OF Aug 19 89 N.L. Ferguson Chancery Clerk D.C.

STATE OF MISSISSIPPI
FHA FORM NO. 2123 M
Revised February 1973

CORRECTION DEED OF TRUST

This form is used in connection with mortgages 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 September, 1975, by and between

MICHAEL JORDAN NIX and wife, LINDA T. NIX

, hereinafter called the Grantor;

C. B. Henley, hereinafter called the Trustee, and

BAILEY MORTGAGE COMPANY

and existing under the laws of the State of Mississippi, a corporation organized and post-office address at 161 E. Amite Street, Jackson, Mississippi, having its principal office Beneficiary: , hereinafter called the

WITNESSETH, That the Grantor, in consideration of the debt and trust hereinafter mentioned, and the sum of One Dollar ($1.00) to the Grantor paid by the Trustee, the receipt whereof is hereby acknowledged, does by these presents grant, bargain, sell, convey, and warrant unto the Trustee, the following-described real estate, together with all buildings and improvements thereon (or that may hereafter be erected thereon); and the hereditaments and appurtenances and all other rights thereunto belonging, or in anywise now or hereafter appertaining, and the reversion and reversions, remainder or remainders, rents, issues, and profits thereof, and all rights of homestead, and all plumbing, heating, and lighting fixtures and equipment now or hereafter attached to or used in connection with said premises, situated in the County of DeSoto, State of Mississippi, to wit:

Lot 262, Section B, Holly Hills Subdivision, situated in Section 30, Township 1 South, Range 8 West, DeSoto County, Mississippi, according to a map or plat thereof on file and of record in the office of the Chancery Clerk of said County, in Plat Book 12, Pages 16 and 17.

Together with Whirlpool Hood, model #7630, serial #51814609; Whirlpool Range, model #RYE 7700Y2, serial #M42020881; Whirlpool Dishwasher, model #SAU400, serial #F42134510; Whirlpool Disposal, model #SYD40, serial #F43171829; More-Flo Water Heater, model #ER42D, serial #16155; Whirlpool Air Condition, model #DXB39B, serial #834853134; Whirlpool Furnace, model #FXB43105CR, serial #H33361227; 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 indebtness 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.

This Correction Deed of Trust is being filed to correct the erroneously shown "Township 2 South" on Deed of Trust of record in Book 191, Page 420, to the correct "Township 1 South". **

IN TRUST, HOWEVER, to secure to

BAILEY MORTGAGE COMPANY

and existing under the laws of the STate of Mississippi, a corporation organized of a certain promissory note of even date herewith in the principal sum of Twenty-Nine Thousand Six Hundred Fifty and No/100 ---------- Dollars ($ 29,650.00), with interest from date at the rate of Seven & three-fourths per centum (7 3/4 %) per annum on the balance remaining from time to time unpaid; principal and interest being payable at the office of , the payment

Bailey Mortgage Company, 161 E. Amite St., in Jackson, Mississippi

or at such other place as the holder may designate, in writing, in monthly installments of Two Hundred Twelve and 59/100 ---------- Dollars ($ 212.59), commencing on the first day of November, 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 October, 2005.

The Grantor, in order more fully to protect the security of this Deed of Trust, does hereby covenant and agree as follows:

1. That he will pay all and singular the principal and interest and other sums of money payable by virtue of the note secured hereby and of this lien, at the times and in the manner in said note and hereinafter provided. Privilege is reserved to pay the debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due on the note, on the first day of any month prior to maturity; provided, however, that written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment.

2. That, together with and in addition to the monthly payments of principal and interest payable under the terms of the note secured hereby, he will pay to the Beneficiary on the first day of each month until the note is fully paid, the following sums:

(a) An amount sufficient to provide the holder hereof with funds to pay the next mortgage insurance premium if this instrument and the note secured hereby are insured, or a monthly charge (in lieu of a mortgage insurance premium) if they are held by the Secretary of Housing and Urban Development, as follows:

(I) If and so long as said note of even date and this instrument are insured or are reinsured under the provisions of the National Housing Act, an amount sufficient to accumulate in the hands of the holder one (1) month prior to its due date the annual mortgage insurance premium, in order to provide such holder with funds to pay such premium to the Secretary of Housing and Urban Development pursuant to the National Housing Act, as amended, and applicable Regulations thereunder; or

(II) If and so long as said note of even date and this instrument are held by the Secretary of Housing and Urban Development, a monthly charge (in lieu of a mortgage insurance premium) which shall be in an amount equal to one-twelfth (1/12) of one-half (½) per centum of the average outstanding balance due on the note computed without taking into account delinquencies or prepayments;

** Satisfaction and cancellation of record of this Correction Deed of Trust shall also act and serve to reflect satisfaction and cancellation of that Deed of Trust recorded in Book 191, Page 420.

(b) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable to renew the policies of fire and other hazard insurance on the premises covered by this Deed of Trust, plus taxes and assessments next due on these premises (all as estimated by the Beneficiary) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by the Beneficiary in trust to pay said ground rents, premiums, taxes, and special assessments; and

(c) All payments mentioned in the two preceding subsections of this paragraph and all payments to be made under the note secured hereby shall be added together, and the aggregate amount thereof shall be paid by the Grantor each month in a single payment to be applied by the Beneficiary to the following items in the order set forth:

(I) premium charges under the contract of insurance with the Secretary of Housing and Urban Development, or monthly charge (in lieu of mortgage insurance premium), as the case may be;

(II) ground rents, if any, taxes, special assessments, fire and other hazard insurance premiums;

(III) interest on the note secured hereby; and

(IV) amortization of the principal of said note.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Grantor prior to the due date of the next such payment, constitute an event of default under this Deed of Trust. The Beneficiary may collect a "late charge" not to exceed two cents (2¢) for each dollar ($1) of each payment more than fifteen (15) days in arrears to cover the extra expense involved in handling delinquent payments.

3. If the total of the payments made by the Grantor under *(b)* of paragraph 2 preceding shall exceed the amount of the payments actually made by the Beneficiary for ground rents, taxes, or assessments, or insurance premiums, as the case may be, such excess at the option of the Beneficiary, shall be credited on subsequent payments to be made by the Grantor, or refunded to the Grantor. If, however, the monthly payments made by the Grantor under *(b)* of paragraph 2 preceding shall not be sufficient to pay ground rents, taxes and assessments, and insurance premiums, as the case may be, when the same shall become due and payable, then the Grantor shall pay to the Beneficiary any amount necessary to make up the deficiency, on or before the date when payment of such ground rents, taxes, assessments, or insurance premiums shall be due. If at any time the Grantor shall tender to the Beneficiary, in accordance with the provisions thereof, the full payment of the entire indebtedness represented thereby, the Beneficiary shall, in computing the amount of such indebtedness, credit to the account of the Grantor all payments made under the provisions of *(a)* of paragraph 2 hereof which the Beneficiary has not become obligated to pay to the Secretary of Housing and Urban Development, and any balance remaining in the funds accumulated under the provisions of *(b)* of paragraph 2 hereof. If there shall be a default under any of the provisions of this Deed of Trust resulting in a public sale of the premises covered hereby or if the Beneficiary acquires the property otherwise after default, the Beneficiary shall apply, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under *(b)* of paragraph 2 preceding, as a credit against the amount of principal then remaining unpaid under the note secured hereby, and shall properly adjust any payments which shall have been made under *(a)* of paragraph 2.

4. That he will pay all and singular the costs, charges, and expenses including a 10% attorney's fee, reasonably incurred or paid at any time by the Beneficiary, because of the failure on the part of the Grantor to perform, comply with, and abide by each and every the stipulations, agreements, conditions, and covenants of the note secured hereby and of this Deed of Trust, or either, and every such payment shall bear interest from date at the rate set forth in the note secured hereby, shall be payable on demand, and shall be fully secured by this Deed of Trust.

5. That he will not commit, permit, or suffer waste, impairment, or deterioration of said property or any part thereof, and in the event of the failure of the Grantor to keep the buildings on said premises and those to be erected on said premises, or improvements thereon, in good repair, the Beneficiary may make such repairs as in its discretion it may deem necessary for the proper preservation thereof, and the sums so paid shall bear interest from date at the rate set forth in the note secured hereby, shall be payable on demand, and shall be fully secured by this Deed of Trust.

6. That he will keep the improvements now existing or hereafter erected on the said premises, insured as may be required from time to time by the Beneficiary against loss by fire and other hazards, casualties, and contingencies, including war damage, in such amounts and for such periods as may be required by the Beneficiary and will pay promptly, when due, any premiums on such insurance provision for payment of which has not been made hereinbefore. All insurance shall be carried in companies approved by the Beneficiary and the policies and renewals thereof shall be held by the Beneficiary and have attached thereto loss payable clauses in favor of and in form acceptable to the Beneficiary. In event of loss the Grantor will give immediate notice by mail to the Beneficiary, who may make proof of loss if not made promptly by the Grantor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Beneficiary instead of to the Grantor and the Beneficiary jointly, and the insurance proceeds, or any part thereof, may be applied by the Beneficiary at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this Deed of Trust or other transfer of title to the said premises in extinguishment of the indebtedness secured hereby, all right, title, and interest of the Grantor in and to any insurance policies then in force shall pass to the purchaser or grantee.

7. That he will pay all taxes, assessments, water rates, and other governmental or municipal charges, fines, or impositions, for which provision has not been made hereinbefore, and shall promptly deliver the official receipts therefor to the Beneficiary; and in default of such payment by the Grantor, the Beneficiary may pay the same, and any amount so paid by the Beneficiary shall then be added to the principal debt named herein and shall be secured hereby.

8. That if the premises, or any part thereof, be condemned under any power of eminent domain, or acquired for a public use, the damages, proceeds, and the consideration for such acquisition, to the extent of the full amount of indebtedness upon this Deed of Trust, and the note secured hereby remaining unpaid, are hereby assigned by the Grantor to the Beneficiary and shall be paid forthwith to the Beneficiary to be applied by it on account of the indebtedness secured hereby, whether due or not.

9. The Grantor further agrees that should this Deed of Trust and the note secured hereby not be eligible for insurance under the National Housing Act within sixty (60) days from the date hereof (written statement of any officer of the Department of Housing and Urban Development or authorized agent of the Secretary of Housing and Urban Development dated subsequent to the said time from the date of this Deed of Trust, declining to insure said note and this Deed of Trust, being deemed conclusive proof of such ineligibility), the Beneficiary or the holder of the note may, at its option, declare all sums secured hereby immediately due and payable.

If the Grantor shall well and truly keep and perform all the covenants and agreements in this Deed of Trust, and in the note hereby secured, set forth, and well and truly pay off and discharge the said note and other indebtedness secured and intended to be secured hereby, then this conveyance shall be null and void, but otherwise shall remain in full force and effect and at the request of the Beneficiary, the said Trustee, or any successor appointed

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in his stead, shall sell the premises covered hereby at public auction for cash to the highest and best bidder, during legal hours, at any front door of the county courthouse of DeSoto County, State of Mississippi, after giving notice, by advertising and posting as required by law, of the time, place, and terms of sale, and out of the proceeds arising from such sale, the said Trustee, or any successor, shall first pay all the costs and expenses of executing this Trust, including a reasonable compensation of said Trustee; next, said Trustee shall pay the balance of the indebtedness hereby secured then remaining unpaid; and lastly, any balance remaining in the hands of said Trustee shall be paid to the Grantor. The Beneficiary, or any subsequent holder of the note, or the duly authorized Attorney-in-Fact of either, is hereby authorized and empowered to appoint and substitute another Trustee in the place of the Trustee named herein, at any time, by writing, duly signed and acknowledged and recorded in the county or counties where the premises covered hereby are situate, and such appointee shall have full power as the Trustee herein, together with all the rights and privileges thereunto belonging. No one exercise of this power of appointment, power of sale, or any other power or right given in this Deed of Trust shall exhaust the right to exercise such power, but all rights and powers herein given may be exercised as often as may be necessary to achieve the perfect security and the collection of the indebtedness secured by this Deed of Trust until said indebtedness is fully paid and discharged. At any sale had by any Trustee hereunder, the Trustee may, from time to time, adjourn said sale to a later date without readvertising the sale by giving notice of the time and place of such continued sale at the time when and where the Trustee shall make such adjournment, and at any sale made to enforce the Trust herein given, the Beneficiary, or any person in interest, may become a purchaser, and upon payment of the purchase price, the Trustee shall execute a deed of conveyance, which conveyance shall vest full and perfect title in such purchaser upon payment of the purchase price.

The Grantor hereby assigns to the Beneficiary any and all rents on the premises covered hereby and authorizes the Beneficiary, by its agent, to take possession of said premises at any time there is any default in the payment of the debt hereby secured or in the performance of any obligation herein contained, and rent the same for the account of the Grantor, and to deduct from such rents all costs of collection and administration and to apply the remainder of the same on the debt hereby secured.

The Grantor further covenants and agrees that in case of a sale, as hereinabove provided, the Grantor or any person in possession under the Grantor, shall then become and be tenants holding over and shall forthwith deliver possession to the purchaser at such sale, or be summarily dispossessed in accordance with the provisions of law applicable to tenants holding over.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, the Grantor(s) have hereunto set their hand(s) the day and year herein first written above.

Michael Jordan Nix

Michael Jordan Nix

Linda T. Nix

Linda T. Nix

STATE OF MISSISSIPPI,

COUNTY OF DESOTO } ss:

Personally appeared before me Bobbie M. Braswell the undersigned Notary Public in and for the said County, the within named Michael Jordan Nix and Linda T. Nix, 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 September, 1975.

Bobbie M Braswell

My Commission expires:
Feb. 19, 1976

STATE OF MISSISSIPPI

COUNTY OF DeSoto } ss:

I, H. L. 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 o'clock A M.

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 20 minutes A M. 9 day of Oct. 1975, and that the same has been recorded in Book 191 Page 592 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 9 day of Oct. 1975.

Fees $5.00 pd.

SEAL H. L. Ferguson, CLERK

A. H.

BPO 845.197

595

CANCELLED BY AUTHORITY, RECORDED IN BOOK 387 PAGE 308
1988 5 DAY OF Jan 19 87
H.G. Ferguson
Chancery Clerk DS.

DEED OF TRUST

THIS DEED OF TRUST is made this 3rd day of October, 19 95, among the Grantor, Lloyd A. Miller and wife Martha L. Miller (herein "Borrower"), Frank A. Riley (herein "Trustee"), and the Beneficiary, BANK OF MISSISSIPPI, Tupelo, Mississippi, a corporation organized and existing under the laws of Mississippi, whose address is P.O.Drawer 789, Tupelo, Mississippi (herein "Lender").

BORROWER, in consideration of the indebtedness herein recited and the trust herein created, irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the County of DeSoto, State of Mississippi:

5.313 acres situated in Section 33, Township 1 south, Range 5 west DeSoto County, Mississippi and being part of a 53.39 tract recorded by Warranty Deed in Deed Book 113 page 523, Chancery Clerks office DeSoto County, Mississippi and being more particularly described as follows, to wit:

Beginning at the Northwest corner of section 33, Township 1 south, Range 5 West, in DeSoto County, Miss.; thence south 1 degree 43 min. 51.3 Sec. east along the west line of Section 33 being in Center Hill Road 1980.0 ft. to a point; thence north 89 degrees 32 minutes 56 seconds east along an old fence line 845.47 feet to an iron pin; thence north 88 degrees 35 minutes 19.3 seconds east along the old fence line 732.52 feet to an iron pin; thence north 87 degrees 31 minutes 55.4 seconds east along the old fence line 400.75 feet to a point, said point being the northwest corner of a 53.39 acre tract conveyed by Andrew Payne et ux to Lloyd A Miller, et ux, et al as shown by Warranty Deed in Book 113, page 523 & Being the said point of beginning; thence south 2 degrees 12 minutes, 34 seconds east along the west line of said property 600.0 feet to a point; thence north 88 degrees 52 minutes 34.2 seconds east 350.715 feet to a point; thence north 2 degrees 12 minutes 34 seconds west 660.0 feet to a point in the north line of said property; thence south 88 degrees 52 minutes 34.2 seconds west along the north line of said property 350.715 feet to the point of beginning.

Also all of borrowers right, title and interest in and to that certain non-exclusive driveway easement described in Deed Book 110 page 316 Land Deed Records, DeSoto County, Mississippi, which reference is herein expressly made.

Also a right of ingress and egress to extend from the Norhteast corner of 53.390 acre tract conveyed to Lloyd A. Miller et al to the Northeast corner of the property herein described and being 20 feet in width.

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 October 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.

WEATHERALL PRINTING CO., INC. - TUPELO, MISS.

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UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any Future Advances secured by this Deed of Trust.

2. Funds for Taxes and Insurance. Subject to Lender's option under paragraphs 4 and 5 hereof, Borrower shall pay to Lender on the day monthly installments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments which may attain priority over this Deed of Trust, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender shall make no charge for so holding and applying the Funds or verifying and compiling said assessments and bills. Borrower and Lender may agree in writing at the time of execution of this Deed of Trust that interest on the Funds shall be paid to Borrower, and unless such agreement is made, Lender shall not be required to pay Borrower any interest on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Deed of Trust.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency within thirty days after notice from Lender to Borrower requesting payment thereof.

Upon payment in full of all sums secured by this Deed of Trust, Lender shall promptly refund to Borrower any Funds held by Lender.

If under paragraph 18 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Deed of Trust.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note and on Future Advances, if any, and then to the principal of the Note and to the principal of Future Advances, if any.

4. Charges; Liens. Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Deed of Trust, and ground rents, if any, at Lender's option in the manner provided under Paragraph 2 hereof or by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the event Borrower shall make payment directly, Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Deed of Trust; provided, that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall in good faith contest such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require; provided, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Deed of Trust.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid at Lender's option in the manner provided under paragraph 2 hereof or by Borrower making payment, when due, directly to the insurance carrier.

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender, and Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Deed of Trust is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Deed of Trust would be impaired, the insurance proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower or if Borrower fails to respond to Lender within 30 days after notice by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

If under paragraph 18 hereof the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof (to the extent of the sums secured by this Deed of Trust immediately prior to such sale or acquisition) resulting from damage to the Property prior to the sale or acquisition shall pass to Lender.

6. Preservation and Maintenance of Property; Leaseholds; Condominiums. Borrower shall keep the Property in good repair and shall not permit or commit waste, impairment, or deterioration of the Property and shall comply with the provisions of any lease, if this Deed of Trust is on a leasehold. If this Deed of Trust is on a condominium unit, Borrower shall perform all of Borrower's obligations under the declaration of condominium or master deed, the by-laws and regulations of the condominium project and constituent documents.

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs. Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, shall become additional indebtedness of Borrower secured by this Deed of Trust. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate stated in the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible by applicable law. Nothing contained in this paragraph 7 shall require Lender to incur any expense or do any act hereunder.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Deed of Trust such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Deed of Trust immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to Borrower.

If the Property is abandoned by Borrower or if after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days of the date of such notice, Lender is authorized to collect and apply the proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

10. Borrower Not Released. Extension of the time for payment or modification of amortization of the sums secured by this Deed of Trust granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Deed of Trust by reason of any demand made by the original Borrower and Borrower's successors in interest.

11. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any right or remedy hereunder. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Deed of Trust.

12. Remedies Cumulative. All remedies provided in this Deed of Trust are distinct and cumulative to any other right or remedy under this Deed of Trust or afforded by law or equity, and may be exercised concurrently, independently or successively.

13. Successors and Assigns Bound: Joint and Several Liability: Captions. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Deed of Trust are for convenience only and are not to be used to interpret or define the provisions hereof.

14. Notice. Any notice to Borrower provided for in this Deed of Trust shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address stated below, except for any notice required under paragraph 18 hereof to be given to Borrower in the manner prescribed by applicable law. Any notice provided for in this Deed of Trust shall be deemed to have been given to Borrower when given in the manner designated herein.

15. Uniform Deed of Trust; Governing Law; Severability. This form of deed of trust combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. This Deed of Trust shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Deed of Trust or the Note conflicts with applicable law, such conflicts shall not affect other provisions of this Deed of Trust or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Deed of Trust and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be furnished a conformed copy of this Deed of Trust at the time of execution or after recordation hereof.

17. Transfer of the Property; Assumption. If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Deed of Trust, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Lender may, at Lender's option, declare all the sums secured by this Deed of Trust to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale or transfer, Lender and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sums secured by this Deed of Trust shall be at such rate as Lender shall request. If Lender has waived the option to accelerate provided in this paragraph 17 and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Deed of Trust and the Note.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 14 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the

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expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 18 hereof.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

18. Acceleration; Remedies. Except as provided in paragraph 17 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Deed of Trust, including the covenants to pay when due any sums secured by this Deed of Trust, Lender prior to acceleration shall mail notice to Borrower as provided in paragraph 14 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Deed of Trust and sale of the Property. If the breach is not cured on or before the date specified in the notice, Lender at Lender's option may declare all of the sums secured by this Deed of Trust to be immediately due and payable without further demand, and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable attorney's fees.

If Lender invokes the power of sale, Lender shall send to Borrower, in the manner provided in paragraph 14 hereof, notice of Lender's election to sell the Property. Trustee shall give notice of sale by public advertisement for the time and in the manner prescribed by applicable law. Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder for cash at such time and place in DeSoto County as Trustee designates in the notice of sale in one or more parcels and in such order as Trustee may determine. Lender or Lender's designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property so sold without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all costs and expenses of the sale, including, but not limited to, reasonable Trustee's and attorney's fees and costs of title evidence; (b) to all sums secured by this Deed of Trust; and (c) the excess, if any, to the person or persons legally entitled thereto.

19. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Deed of Trust, Borrower shall have the right to have any proceedings begun by Lender to enforce this Deed of Trust discontinued at any time prior to sale of the Property pursuant to the power of sale contained in this Deed of Trust or at any time prior to entry of a judgment enforcing this Deed of Trust if: (a) Borrower pays Lender all sums which would be then due under this Deed of Trust, the Note and notes securing Future Advances, if any, had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Deed of Trust; (c) Borrower pays all reasonable expenses incurred by Lender and Trustee in enforcing the covenants and agreements of Borrower contained in this Deed of Trust and in enforcing Lender's and Trustee's remedies as provided in paragraph 18 hereof, including reasonable attorney's fees; and (d) Borrower takes such action as Lender may reasonable require to assure that the lien of this Deed of Trust, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Deed of Trust shall continue unimpaired. Upon such payment and cure by Borrower, this Deed of Trust and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

20. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 18 hereof or abandonment of the Property, Lender, in person, by agent or by judicially appointed receiver shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the Receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Deed of Trust. Lender and the receiver shall be liable to account only for those rents actually received.

21. Future Advances. Upon request of Borrower, Lender, at Lender's option prior to release of this Deed of Trust, may make Future Advances to Borrower. Such Future Advances, with interest thereon, shall be secured by this Deed of Trust when evidenced by promissory notes stating that said notes are secured hereby.

22. Release. Upon payment of all sums secured by this Deed of Trust, Lender or Trustee shall cancel this Deed of Trust without charge to Borrower. If Trustee is requested to cancel this Deed of Trust, all notes evidencing indebtedness secured by this Deed of Trust shall be surrendered to Trustee.

23. Substitute Trustee. Lender at Lender's option may from time to time remove Trustee and appoint a successor Trustee to any Trustee appointed hereunder by instrument recorded in the county in which this Deed of Trust is recorded. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon the Trustee herein and by applicable law.

IN WITNESS WHEREOF, Borrower has executed this Deed of Trust.

Lloyd A. Miller —Borrower

Martha L. Miller —Borrower

Rt. 3

Olive Branch, Miss.

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 Lloyd A. Miller and wife Martha L. Miller 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 3rd day of October, A.D., 19 75.

My commission expires: 5-4-77

JAMES L. WORSHAM NOTARY PUBLIC DESOTO COUNTY, MISS.

Notary Public

STATE OF MISSISSIPPI, DeSOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock and

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock

30 minutes A.M. 9 day of Oct. 1975, and that the same has been recorded in Book 191 Page 595 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 9 day of Oct. 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 National Bank of Commerce of Memphis, Tennessee the beneficiary, does hereby certify that a certain trust deed bearing date the 2nd day of October 19 74, made and executed by Sammie Martin Dye and wife, June Brown Dye of Horn Lake, Mississippi to National Bank of Commerce the above named beneficiary, and recorded in the office of the Chancery Clerk of DeSoto County, in the State of Mississippi in Real Estate Trust Deed Record No. 180 on page 225 of the Record of Trust Deeds, on the 4th day of October, A. D. 19 74, is now fully paid and satisfied, and I do hereby authorize the Clerk of the Chancery Court of said DeSoto County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of said County also as provided by law.

DATED this the 7 day of Oct, 1975.

NATIONAL BANK OF COMMERCE

By: C H Carter, V P
(Title)

STATE OF ~~MISSISSIPPI~~ TENNESSEE
~~DeSoto~~ SHELBY County. } ss.

Personally came and appeared before me, the undersigned authority, a Notary Public in and for County and State aforesaid, C H Carter of the National Bank of Commerce who acknowledged that he signed and delivered the above and foregoing instrument on the day and date for the purpose therein mentioned.

Given under my hand and seal of office this 7 day of Oct A. D. 19 75.

(SEAL) My Commission Expires:

MY COMMISSION EXPIRES JUNE 22, 1978

NOTARY PUBLIC

LAWRENCE-GARDNWOOD AREA

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock 30 minutes A. M. 9 day of Oct. 1975, and that the same has been recorded in Book 191 Page 599 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 9 day of Oct 1975.

Fees $2.50 pd.

SEAL H. P. Ferguson, CLERK

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Lot 262, Section B., Holly Hills

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 September 18, 1974, and given by Dwight Homes South, Inc. to C. B. Henley, Trustee, for the benefit of Bailey Mortgage Company, and which instrument is recorded in Book 179, Page 611, in your office, same having been fully paid and satisfied.

EXECUTED this the 30 day of September, 1975.

BAILEY MORTGAGE COMPANY

By: Stanley C. Sharp, Jr.
Stanley C. Sharp, Jr., Exec. Vice-President

CORPORATE SEAL

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 jursidiction, Stanley C. Sharp Jand William Cook, Exec. Vice-Presand Vice President of the above corporation who acknowledged that they, being first duly authorized so to do, did, on the day and date set out therein, sign, execute, attach the corporate seal, and deliver the within and foregoing instrument for and on behalf of said corporation.

WITNESS my hand and seal of office, this the 2 day of October, 1975.

Lucille Brown
Notary Public

My Commission Expires Oct. 31, 1978

My Commission expires:

NOTARY PUBLIC DESOTO COUNTY, MISS.

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock
20 minutes A.M. 9 day of Oct. 1975, and that the same has been
recorded in Book 191 Page 600 records of REAL ESTATE TRUST DEEDS
of said County.
Witness my hand and seal this the 9 day of Oct. 1975.
Fees $ 2.50 ml.

SEAL H. P. Ferguson, CLERK

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4057 ORDER TO CLERK TO CANCEL DEED OF TRUST **Class C**

STATE OF MISSISSIPPI, DeSoto County. } ss.

KNOW ALL MEN BY THESE PRESENTS: That First National Bank of Southaven

of DeSoto the beneficiary, does hereby certify that a certain trust deed

bearing date the 19th. day of July 19 73, made and executed by Charles Fredrick Denny and

Wife, Jean T. Denny 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. 163 on page 330

of the Record of Trust Deeds, on the 1st. day of August, A. D. 19 73, is now fully paid

and satisfied; and I do hereby authorize the Clerk of the Chancery Court of said DeSoto

County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of

said County also as provided by law.

First National Bank

BY: Betty King

Betty King, Cashier

STATE OF MISSISSIPPI, DeSoto County. } ss.

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 6th. day of October A. D. 19 75

Richard Aaron Taylor Jr.

My Commission Expires July 28, 1979

LAWRENCE-GREENWOOD 27844

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 30 minutes A.M. 9 day of Oct. 1975, and that the same has been recorded in Book 191 Page 601 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 9 day of Oct. 1975.

Fees $ 2.50 pd.

SEAL H. D. Ferguson, CLERK

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PARTIAL RELEASE

Know all men by these presents that for and in consideration of the part payment of the indebtedness described in and secured by that certain Deed of Trust dated January 16, 1973, executed by Bailey Mortgage Company to Forrest N. Jenkins and J. David Guthrie as Trustees, for Union Planters National Bank of Memphis as Beneficiary, which Deed of Trust is recorded in Book 153, Page 85, in the office of the Chancery Clerk of DeSoto County, Mississippi; and that certain Deed of Trust dated October 10, 1974, executed by Bailey Mortgage Company to Forrest N. Jenkins and J. David Guthrie as Trustees for Union Planters National Bank as Beneficiary, which Deed of Trust is recorded in Book 180, Page 553, in the office of the Chancery Clerk of DeSoto County, Mississippi, the undersigned Union Planters National Bank of Memphis as Beneficiary, named in said Deeds of Trust, have bargained and sold and by these presents do bargain, sell, convey, remise, release and quitclaim unto the said Bailey Mortgage Company the following described property located in the County of DeSoto, State of Mississippi, to-wit:

Lots 626, 739 and 740, Section D, Twin Lakes Subdivision, situated in Section 6, Township 2 South, Range 8 West, DeSoto County, Mississippi, according to a map or plat thereof on file and of record in the office of the Chancery Clerk of DeSoto County, Mississippi, in Plat Book 10, Pages 32 and 33.

TO HAVE AND TO HOLD the aforementioned property unto the said Bailey Mortgage Company and to its successors, heirs, and assigns in fee simple forever, free and discharged from the liens of said Deeds of Trust and the indebtednesses secured thereby.

But this is a Partial Release and as to all other property described in and conveyed by said Deeds of Trust not heretofore nor hereby released, the lien of said Deeds of Trust and the indebtednesses secured thereby shall continue in full force and effect.

WITNESS our signatures this the 7th day of Oct 1975.

UNION PLANTERS NATIONAL BANK OF MEMPHIS

By: Robert P. Watson
Vice President

ATTEST:
Karen A. Schoenbucher
Banking Officer

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 Karen A. Schoenbucher, who acknowledged that as Vice President and Banking Officer, respectively, for and on behalf of and by authority of Union Planters National Bank of Memphis, they signed the above and foregoing instrument and affixed the corporate seal of said corporation thereto and delivered said instrument on the day and year therein mentioned.

GIVEN UNDER MY H AND and seal of office, this the 7th day of Oct., 1975.

Notary Public

My Commission expires:
7-31-76

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock 20 minutes A. M. 9 day of Oct. 1975, and that the same has been recorded in Book 191 Page 602 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 9 day of Oct. 1975.
H. L. Ferguson, CLERK

2.50

CANCELLED BY AUTHORITY RECORDED IN BOOK 227 PAGE 137
26 DAY OF June 19 78
W. G. Ferguson
CHANCERY CLERK

603

Mississippi Bankers Association
Form No. 1
(Revised Dec. 1966)
LAND

DEED OF TRUST
LAND

THIS INDENTURE, this day made and entered into between

Royce C. Gilliam and Nellie Hickey Gilliam

of the first part, hereinafter designated as the Grantor, William W. Ballard

Trustee, of the second part, hereinafter designated as Trustee, and

The Hernando Bank, Hernando,Ms of the third part, hereinafter designated as the Beneficiary.

WITNESSETH: That whereas the Grantor is justly indebted to the beneficiary in the full sum of

Three Thousand, Fifty Eight and 20/100 - - - DOLLARS

($ 3,058.20) evidenced by their promissory note of even date herewith in favor of the beneficiary, bearing interest at the rate of 10 per centum per annum after maturity , providing for the payment of attorney's fees in case of default and being due and payable as follows, to-wit: 36 monthly installments @ $84.95 beginning November 10, 1975 and one installment on the 10th of each succeeding month, until whole of said indebtedness is paid with interest as specified above

WHEREAS, the said grantor desires to secure the prompt payment at maturity of the aforesaid indebtedness, as well as any extension of the same, or any part thereof, and any other or further indebtedness in the way of future advances hereunder, or otherwise, that the grantor, or either of them, may now or hereafter owe the beneficiary, as hereinafter provided:

NOW, THEREFORE, in consideration of the premises, and the further consideration of Ten Dollars ($10.00) cash in hand paid by the aforesaid trustee, the receipt of which is hereby acknowledged, the grantor does hereby convey and warrant unto the said trustee, the property situated in the

State of Mississippi, and more particularly described as follows, to-wit: Lot No. 2 of Jim Wood Subdivision, as the same appears of record in Plat Book 6, Page 7, in the office Of the Chancery Court Clerk of DeSoto County, Mississippi, to which plat reference is hereby made for a more particular description, being in Section Ten (10) Township Three (3) Range Nine (9) West, DeSoto County, Ms

Copyright Mississippi Bankers Association

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Together with all the hereditaments and appurtenances thereunto appertaining, as far as they may now or hereafter, during the term of this deed of trust, belong to or be used in connection with the occupancy of any building on the said land, or that may be hereafter erected thereon, all heating and ventilating apparatus, gas, electric light and other fixtures, whether attached to said premises or detached therefrom.

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary herein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment of interest as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other convenant herein contained, then and in that event the entire principal sum secured hereby with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, or the owner or holder of said note or notes, be and become at once due and payable, and the trustee herein named, or his successor or successors, shall, at the request of the beneficiary, or at the request of any owner or holder of the note or notes secured hereby, sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid. Such sale shall be made by giving notice of the time, place and terms of sale as required by Section 888 of the Mississippi Code of 1942 and amendments if any thereto, and the trustee shall make deed to the purchaser or purchasers. Should the beneficiary, or the owner or holder of the note or notes secured hereby be a corporation, then in such event a declaration of default to the trustee, and a request for sale hereunder, may be made by any officer thereof. If the land covered hereby is situated in two or more counties, or in two judicial districts of the same county, the trustee may sell the whole in any of the counties, or in either of the judicial districts of a county in which any part of the land lies. Out of the proceeds of sale the trustee shall first pay the cost of advertising and making the sale; and secondly, he shall pay whatever items may have been incurred and remain unpaid in the protection of this security; then he shall pay such of the items of indebtedness secured hereby as may be outstanding in the order of their maturity, and any balance remaining in his hands shall be delivered to the grantor, or to his proper representatives, agents or assigns.

It is agreed and understood, by and between the parties hereto that this conveyance is executed and intended to be, and is hereby made subject to the following covenants, stipulations and conditions, all of which shall be binding upon the parties hereto and each of them.

First. In addition to the indebtedness specifically mentioned above, and any and all extensions or renewals of the same, or any part thereof, this conveyance shall also cover such future and additional advances as may be made to the grantor, or either of them, by the beneficiary, not to exceed the sum of $125,000.00, the beneficiary to be the sole judge as to whether or not such future and additional advances shall be made. In addition to all of the above, it is intended that this conveyance shall secure, and it does secure any and all debts, obligations, or liabilities, direct or contingent, of the grantor herein, or either of them, to the beneficiary, whether now existing or hereafter arising at any time before actual cancellation of this instrument on the public records of mortgages and deeds of trust, whether the same be evidenced by note, open account, over-draft, endorsement, guaranty or otherwise.

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Second. The grantor will at all times during the continuance of this deed of trust keep the buildings and improvements on said premises insured against loss or damage by fire, storm, war damage and other hazard in such reliable insurance company, or companies, as may be acceptable to the beneficiary, for the maximum amount of insurance obtainable, or in such amount as may be approved by beneficiary, and all policies covering the same shall contain the proper loss payable clause, making all losses, if any, payable to the beneficiary, his successors or assigns, and shall be delivered to the beneficiary herein, or to the owner or holder of the notes secured hereby as additional security. In case of loss and payment by any insurance company, the amount of insurance money so paid shall be applied either on the indebtedness secured hereby, or in rebuilding or restoring the damaged building, or buildings, or it may be released to the grantor, as the beneficiary may elect. In the event of loss the grantor shall immediately give notice by mail to the beneficiary who may make proof of loss if same be not promptly made by the grantor. Each insurance company involved is hereby authorized, empowered and directed to make payment for any loss directly to the beneficiary instead of to the grantor and the beneficiary jointly.

Third. The grantor will pay all taxes and assessments, general or special, which may be assessed against the said land, premises or property, or upon the interest of the trustee or the beneficiary therein, or upon this deed of trust, or the indebtedness secured hereby, without regard to any law heretofore enacted or that may hereafter be enacted imposing payment of the whole or any part thereof upon either the trustee or beneficiary, and further will furnish annually to the beneficiary certificates or receipts of the proper officer showing full payment of all such taxes and assessments.

Fourth. That the rents, issues and profits of all and every part of the property here conveyed are specifically pledged to the payment of the indebtedness hereby secured, and all obligations which may accrue under the terms of this instrument. Upon the maturity of the indebtedness hereby secured, either by lapse of time or by reason of any default as herein provided, or if at any time it becomes necessary to protect the lien of this conveyance, the beneficiary, or any owner, or holder of the notes secured hereby, shall have the right to forthwith enter into and upon the property hereinbefore described and take possession thereof, and collect and apply the rents, issues and profits thereon upon the indebtedness secured hereby, or may, if it is so desired, have a receiver appointed by any court of competent jurisdiction to collect and impound the said rents, issues and profits and after paying the expense of such receivership apply the balance thereof to the payment of any indebtedness secured hereby.

Fifth. The failure on the part of the grantor to keep and perform each, any, and all of the covenants and stipulations of this deed of trust, or the passage by the State of Mississippi of any law imposing payment of the whole or any portion of any of the taxes aforesaid upon the trustee or the beneficiary, or upon the rendering by any court of competent jurisdiction of a decision that the stipulation or provision herein covering the payment of taxes or assessments is legally inoperative, shall give to the beneficiary or to the owner or holder of the notes secured hereby the option to at once declare the entire principal sum hereby secured with all interest and charges thereon, and all other amounts secured hereby at once due and demandable and to have the property advertised and sold by the trustee herein named, or his successor or successors, in accordance with the provisions of this conveyance hereinbefore set out. But in case such default consists in the failure to keep the said property insured or to pay the taxes herein required, the beneficiary, or the owner or holder of the said secured notes, may procure said insurance and pay said taxes and assessments, or redeem the property from tax sale if it has been sold; and any and all sums paid in procuring said insurance or in paying said taxes or assessments or in redeeming said property from tax sale, together with interest thereon at the rate herein stipulated from the date the same shall have been paid, shall be covered by this conveyance and shall be due and demandable on the date of the maturity of the interest installment which may become due under the terms of this instrument next after such additional items of expense are made or incurred. In case the beneficiary or the owner or holder of said secured notes elects to advance insurance premium and/or taxes, the receipt of an agent of the insurance company or companies in which said insurance is placed shall, with respect to such insurance premiums, be conclusive evidence as between the parties to this conveyance of the amount and fact of payment thereof; and the receipt of the proper public official, shall with respect to the taxes and assessments, aforesaid, be conclusive as between the parties to this conveyance of the amount and validity of said taxes or assessments and of the fact of the payment thereof.

Sixth. The beneficiary, or any owner or holder of the note secured hereby, may at pleasure, without giving formal notice to the original or any successor trustee, or to the grantor herein, and without regard to the willingness or inability of any such trustee to act, or to execute this trust, appoint another person or succession of persons to act as trustee herein, and such appointee or substitute shall have all the powers in the execution of this trust as are vested in the trustee herein named. If the beneficiary, or the owner or holder of the note secured hereby, be a corporation, such appointment may be made by its president, vice-president, assistant vice-president, secretary or treasurer.

Seventh. In case of foreclosure and sale of the property covered hereby, the beneficiary, or any owner or holder of the notes secured hereby, shall have the same right to purchase at said sale as if a stranger to this instrument.

Eighth. Grantor covenants that the premises and property covered hereby will at all times be used in a good and husbandlike manner, for lawful purposes only, and that waste will not be committed or suffered to be committed thereon.

Ninth. Whenever in this deed of trust the context so requires, the singular number shall include the plural, and the plural the singular; holder of the note or notes shall be deemed to refer to and include the owner of the debt, and the word beneficiary shall at any and all times include and mean the then holder of the note or notes secured hereby.

IN TESTIMONY WHEREOF, witness the signature of the grantor this the 2 day of October 19 75

Royce C. Gilliam

Nellie Hickey Gilliam

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 Royce C. Gilliam and wife, Nellie Hickey Gilliam who severally acknowledged that they signed and delivered the above and foregoing deed of trust on the day and year therein mentioned.

Given under my hand and official seal, this the day of October 19 75

My Commission Expires: My Commission Expires Jan. 7, 1978

Elsie M. Barbee
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock 30 minutes A. M. 9 day of Oct. 1975, and that the same has been recorded in Book 191 Page 603 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 9 day of Oct. 1975.

Fees $ 5.00 pd.

W. D. Ferguson, Clerk.

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PARTIAL RELEASE

Know all men by these presents that for and in consideration of the part payment of the indebtedness described in and secured by that certain Deed of Trust dated January 16, 1973, executed by Bailey Mortgage Company to Forrest N. Jenkins and J. David Guthrie as Trustees, for Union Planters National Bank of Memphis as Beneficiary, which Deed of Trust is recorded in Book 153, Page 85, in the office of the Chancery Clerk of DeSoto County, Mississippi; and that certain Deed of Trust dated October 10, 1974, executed by Bailey Mortgage Company to Forrest N. Jenkins and J. David Guthrie as Trustees for Union Planters National Bank as Beneficiary, which Deed of Trust is recorded in Book 180, Page 553, in the office of the Chancery Clerk of DeSoto County, Mississippi, the undersigned Union Planters National Bank of Memphis as Beneficiary, named in said Deeds of Trust, have bargained and sold and by these presents do bargain, sell, convey, remise, release and quitclaim unto the said Bailey Mortgage Company the following described property located in the County of DeSoto, State of Mississippi, to-wit:

Lot 693, Section D, Twin Lakes Subdivision, situated in Section 6, Township 2 South, Range 8 West, DeSoto County, Mississippi, according to a map or plat thereof on file and of record in the office of the Chancery Clerk of DeSoto County, Mississippi, in Plat Book 10, Pages 32 and 33.

TO HAVE AND TO HOLD the aforementioned property unto the said Bailey Mortgage Company and to its successors, heirs, and assigns in fee simple forever, free and discharged from the liens of said Deeds of Trust and the indebtednesses secured thereby.

But this is a Partial Release and as to all other property described in and conveyed by said Deeds of Trust not heretofore nor hereby released, the lien of said Deeds of Trust and the indebtednesses secured thereby shall continue in full force and effect.

WITNESS our signatures this the 7th day of Oct 1975

UNION PLANTERS NATIONAL BANK OF MEMPHIS

By: Robert P. Watson

ATTEST:
Karen A. Schonebucher
Banking Officer

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 Karen A. Schonebucher, who acknowledged that as Vice President and Banking Officer, respectively, for and on behalf of and by authority of Union Planters National Bank of Memphis, they signed the above and foregoing instrument and affixed the corporate seal of said corporation thereto and delivered said instrument on the day and year therein mentioned.

GIVEN UNDER MY H AND and seal of office, this the 7th day of Oct, 1975.

Notary Public

My Commission expires:
7-31-76

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock
20 minutes A M. 9 day of Oct. 1975, and that the same has been
recorded in Book 191 Page 606 records of REAL ESTATE TRUST DEEDS
of said County.
Witness my hand and seal this the 9 day of Oct. 1975.

2.50

H. L. Ferguson

CANCELLED BY AUTHORITY RECORDED IN BOOK 676 PAGE 525
THIS 9 DAY OF Dec., 1993.
W. E. Davis
CHANCERY CLERK
by: J. Woodard, D.C.

Assignment of this Instrument Recorded in Real estate T/D Book
No. 422 Page 131
This the 1st day of Dec. 19 87
W. E. Ferguson Clerk
by D. Taylor, D.C.

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, October 7, 1975 (Date)

by and between the undersigned Carl E. Hurt and wife, Patricia A. Hurt

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 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
October 7, 1975	$23,330.00	8-1/8%	October 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 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 6, 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.

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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.

STATE OF MISSISSIPPI, DeSOTO COUNTY

I certify that the within instrument was filed for record at 1 o'clock and 15 minutes P.M. 9 day of Oct. 19 75 and that the same has been recorded in Book ___ Page ___ records of ___ Trust Deeds of said County.

Witness my hand and seal this ___ day of ___ 19___

___ Clerk

WITNESS the signature(s) of Borrower the day and year first above written

Carl E. Hurt

Carl E. Hurt

Patricia A. Hurt

Patricia A. Hurt

STATE OF MISSISSIPPI
COUNTY OF DESOTO } ss: ACKNOWLEDGMENT

Personally appeared before me, the undersigned, a authority in and for said County and State, the within-named Carl E. Hurt and wife, Patricia A. Hurt and ___, his wife, who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and official seal this 7th day of October, 1975.

Faye G. Daniels
(Signature)

Notary Public
(Title)

(SEAL)

My Commission Expires: 8-11-76

5.00 pd

Return to: WSH&R

GPO 824-792

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 1 o'clock 15 minutes P.M. 9 day of Oct. 1975, and that the same has been recorded in Book 191 Page 607 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 9 day of Oct., 1975.

Fees $ 5.00 pd.

SEAL H. D. Ferguson, CLERK

DEED OF TRUST

This indenture made this 26th day of September, 19 75, between Sheppard Morris 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 $ 5720.25, evidenced by one promissory note of even date due and repayable in 84 equal monthly installments of $ 68.10, ~~xxxxxxxxxxxxxxxxxxxxxxxxxxxx~~, the first installment due the 1st day of November, 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 58 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.

Cecil McRay

Sheppard Morris

Grantors

STATE OF TENNESSEE)
COUNTY OF SHELBY)

Personally appeared before me, the undersigned authority of said County and State, the within named Sheppard Morris, who acknowledged that they signed and delivered the above and foregoing deed of trust on the day and year therein mentioned as their free and voluntary act and deed and for the purposes therein expressed.

Given under my hand and official seal of office this the 26th day of September, 19 75.

Notary Public

My commission expires:
My Commission Expires July 26, 1976

NOTARY PUBLIC

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 3 o'clock 30 minutes P. M. 9 day of Oct. 1975, and that the same has been recorded in Book 191 Page 611 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 10 day of Oct. 1975.

Fees $ 2.50 pd.

SEAL H. L. Ferguson, CLERK

612

Paid, Satisfied and Cancelled
This 14 day of Dec 19 79

Attest
H. G. Ferguson
Chancery Clerk
D. Meade, D.C.

DEED OF TRUST

This indenture made this 2nd day of October, 19 75, between Dennis R. Cline and wife, Barbara Jo Cline called First Party, and WALKEM DEVELOPMENT COMPANY OF MISSISSIPPI, INC., called Second Party, WITNESSETH:

WHEREAS, the First Party is indebted to the Second Party in the sum of $ 2,500.00, evidenced by one promissory note of even date due and repayable in 60 equal monthly installments of $ 50.70, ~~and one~~ ~~installment of $xx~~, the first installment due the 1st day of December, 19 75, and one installment due monthly thereafter until paid in full.

THEREFORE, in consideration of the premises and the sum of One Dollar, to the First Party paid by Joel Walker, Trustee, the First Party has this day conveyed and warranted to the said Trustee, in trust to secure the payment of the aforesaid promissory note, the land in DeSoto County, Mississippi, described as follows, to-wit:

Lot 149 in Section B of Delta Ridge Mobile Home Park Subdivision as shown on Plat appearing of record in Plat Book 9, pages 33-40 in the Chancery Court Clerk's office of DeSoto County, Mississippi, to which recorded plat reference is made for a more particular description.

Said lot being situated in Section 6, Township 3, Range 9.

A failure to pay any one or more of said installments when due shall operate to cause the entire unpaid indebtedness to become immediately due and payable at the option of the holder of said note. Makers of said note shall have the right to pay all or any part of the said indebtedness before maturity without penalty.

Should the Trustee at any time believe said property, or any part thereof endangered as a security for said debt, he may then forthwith take possession of said property and sell the same as herein below directed. Should the First Party promptly pay the above stated indebtedness on or before the due date thereof, then this instrument to be void; but in default thereof the said Trustees shall take possession of said property, and after giving notice of the time, place and terms of sale by advertisement according to law, shall sell same at public auction to the highest bidder for cash, at such time and place as he shall designate in said advertisement. The proceeds of said sale shall be applied to the payment of said indebtedness and all costs incurred herein; and if there be a surplus, such surplus shall be refunded to the First Party. In case of failure or inability on the part of said Trustee to execute the trust herein confided, the Second Party, its assigns or legal representatives can at any time appoint a Trustee to act in his stead.

Witness our signatures this the date written above.

Dennis R. Cline
Barbara Jo Cline
Grantors

STATE OF TENNESSEE)
COUNTY OF SHELBY)

Personally appeared before me, the undersigned authority of said County and State, the within named Dennis R. Cline and wife, Barbara Jo Cline, who acknowledged that they signed and delivered the above and foregoing deed of trust on the day and year therein mentioned as their free and voluntary act and deed for the purposes therein expressed.

Given under my hand and official seal of office this 2nd day of October, 19 75.

Notary Public

My commission expires
My Commission Expires July 25, 1976

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 3 o'clock 30 minutes P. M. 9 day of Oct. 1975, and that the same has been recorded in Book 191 Page 612 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 10 day of Oct. 1975.

Fees $ 2.50 pd.

SEAL H. G. Ferguson, CLERK

613

Paid, Satisfied and Cancelled
This 18th day of Sept 1980
DeSoto Title Co., Inc. Trustee
President
Attest:
Chancery Clerk
Beg D.W. McClain, D.C.

DEED OF TRUST

This indenture made this 1st day of ~~September~~ October, 19 75, between Paul G. Reed and wife, Jeane E. Reed

called First Party, and WALKEM DEVELOPMENT COMPANY OF MISSISSIPPI, INC., called Second Party, WITNESSETH:

WHEREAS, the First Party are indebted to the Second Party in the sum of $ 3,062.50, evidenced by one promissory note of even date due and repayable in 60 equal monthly installments of $ 51.05, ~~and one installment of $ xx~~, the first installment due the ~~1st~~ 5th day of November, 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 53 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.

Paul G Reed

Jeane E Reed

Grantors

STATE OF TENNESSEE)
COUNTY OF SHELBY)

Personally appeared before me, the undersigned authority of said County and State, the within named Paul G. Reed and wife, Jeane E. Reed, 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 1st day of ~~September~~ Oct, 19 75.

Notary Public

My commission expires:
My Commission Expires July 26, 1976

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 3 o'clock 30 minutes P. M. 9 day of Oct. 1975, and that the same has been recorded in Book 191 Page 613 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 10 day of Oct. 1975.
Fees $ 2.50 pd.
SEAL H. D. Ferguson, CLERK

614

Assignment of this instrument Recorded in Real Estate T.D. Book No. 202 Page 101 This the 13 day of July 1976
H. D. Ferguson Chancery Clerk

FOR REAL ESTATE, CHATTEL OR BOTH

Glenda D. Phillips

To { DEED OF TRUST

Stanley L. Wender and Sidney M. Katz, Trustess

THIS INDENTURE, Made this 25th day of September 19 75
between Glenda D. Phillips
of the first part,
and Stanley L. Wender and Sidney M. Katz, Trustees 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 Five Thousand Four Hundred Fifty Dollars and no/100 ($5,450.00) evidenced by a promissory note of even date, bearing 10% interest from date, due and repayable in 168 equal monthly amortized installments of $60.41 each, first of Said installments shall be due November 1, 1975 and one installment due each succeeding month thereafter until paid in full with each installment to be applied toward accrued interest and the balance to the reduction of principal

~~and any further amount that the party of the second part may furnish the party of the first part during the year 19 , not to exceed and the part of the first part having agreed to secure the prompt payment of the same when due.~~ Therefore, in consideration of the premises, and of the sum of One Dollar to the part Y of the first part paid by George S. McIngvale Trustee, the part Y of the first part has this day granted, bargained, and sold to the said Trustee the following described property, located in the County of DeSoto, and state of Mississippi, viz: ~~All of the agricultural products of every kind that now thereon to bench and all the crops of every kind to be grown in and family, or any lands working with or under either as landlord or tenant or otherwise, during the year 19 on the land that they cultivate, or cause to be cultivated, as landlord or tenant and all farming implements of every kind and~~

Lot 199, Section C, DeSoto Woods Subdivision as per plat thereof recorded in Plat Book 7, Pages 15-16 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. Maker of said note shall have the right to pay all or any part of the said indebtedness before maturity without penalty.

Should the Trustee at any time believe said property, or any part thereof, endangered as a security for said debt he may then forthwith take possession of said property and sell the same as herein below directed. Should the part y of the first part promptly pay the above stated indebtedness on or before the maturity date thereof 19 , then this instrument to be void, but in default thereof the said Trustee shall take possession of said property, and after giving notice of the time, place and terms of sale, by advertisement according to law in DeSoto County, shall sell the same at public auction, to the highest bidder for cash, at such time and place as he shall designate in said advertisement. The proceeds of said sale shall be applied to the payment of said indebtedness and all costs incurred herein; and if there be a surplus, such surplus shall be refunded to the part y of the first part. In case of failure or inability on the part of said Trustee to execute the trust herein confided, the part ies of the second part, their assigns or legal representatives, can at any time appoint a Trustee to act in his stead.

Witness my signature the date written above.

Witness

Mc Glenda D. Phillips

STATE OF MISSISSIPPI, DeSOTO COUNTY.

Personally appeared before me the undersigned authority of said County, the within named Glenda D. Phillips who acknowledges 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 25th day of September 19 75

My Commission Expires: (SEAL)

Rebecca Kelly Clerk
By Notary Public D. C.

STATE OF MISSISSIPPI, DeSOTO COUNTY.

Before me of said County, this day personally appeared the above named one of the subscribing witnesses to the foregoing Deed of Trust, who, being first duly sworn,

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 3 o'clock 30 minutes P. M. 9 day of Oct. 1975, and that the same has been recorded in Book 191 Page 614 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 10 day of Oct. 1975.

Fees $2.50 pd.

SEAL H. D. Ferguson, CLERK

615

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 Mississipi Savings & Loan Association

of _____ the beneficiary, does hereby certify that a certain trust deed bearing date the 10th day of February 19 73, made and executed by Arthur R. Schultz and and wife, Mrs. Arthur R. Schultz, 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 155 on page 49 of the Record of Trust Deeds, on the 1st 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 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 _____

STATE OF MISSISSIPPI, DeSoto County. } ss.

Personally came and appeared before me, the undersigned authority notary public in and for County and State aforesaid, Wm. R. Davis who acknowledged that he signed and delivered the above and foregoing instrument on the day and date for the purpose therein mentioned.

Given under my hand and seal of office this 7 day of October A. D. 19 75

My Commission Expires: Jan. 6, 1976

Richard Davis
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 3 o'clock 30 minutes P. M. 9 day of Oct. 1975, and that the same has been recorded in Book 191 Page 615 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 10 day of Oct. 1975.

Fees $2.50 pd.

SEAL H. L. Ferguson, CLERK

6/16

Assignment of this Instrument Recorded in
Real estate r/b Book
No. 422 Page 131
This the 1st day of Dec. 19 87
W. G. Ferguson Clerk
by S. Taylor, D.C.

CANCELLED BY AUTHORITY, RECORDED IN BOOK
1129 PAGE 523
THIS 15 DAY OF July, 1999
W. E. Davis CHANCERY CLERK
By M. Calvi, DC

(7)

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, October 7 (Date), 1975,

by and between the undersigned

CAL B. WALKER and wife, ADDIE M. WALKER,

residing in DeSoto County, Mississippi, whose post office

address is P. O. Box 54 - 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*
October 7, 1975	$22,930.00	8-1/8 %	October 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 No. 13, 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 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.

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(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 this end the provisions hereof are declared to be severable.

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 2 o'clock and 25 minutes P. M. 9 day of Oct 1975 and that the same has been recorded in Book 191 Page 616 records of Trust Deeds of said County.

Witness my hand and seal this _____ day of _____ 19__

_____ Clerk

STATE OF MISSISSIPPI

COUNTY OF DeSOTO

IN WITNESS WHEREOF, Borrower has executed this instrument on the day and year first above written.

Cal B Walker
Cal B. Walker

Addie M Walker
Addie M. Walker

ACKNOWLEDGMENT

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within-named CAL B. WALKER and ADDIE M. WALKER, who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned, his wife.

Given under may hand and official seal this 7th day of October, 1975.

Mabel B Hart
(Signature)

NOTARY PUBLIC
(Title)

(SEAL)

My Commission Expires:
April 3 1979

My Commission Expires April 3, 1979

$4.00 pd

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 2 o'clock 25 minutes P. M. 9 day of Oct. 1975, and that the same has been recorded in Book 191 Page 616 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 10 day of Oct. 1975.

Fees $4.00 pd.

SEAL H. L. Ferguson, CLERK

620

Appointment of Successor Trustee of this instrument recorded in Real Estate Trust Book No 276 Page 468 This 22 day of Sept. 19 81
W. D. Ferguson Clerk

CANCELLED BY AUTHORITY REC
300 PAGE 653
THIS 20 DAY OF July 19 83
W. D. Ferguson
CHANCERY CLERK.

PREPARED BY
MORRIS WILLIAMS, ATTY.
4041 Knight Arnold Road
Memphis, Tenn. 38118

MISSISSIPPI

VA Form 26-6322 (Home Loan)
Revised December 1968. Use Optional. Section 1810, Title 38, U.S.C. Acceptable to Federal National Mortgage Association.

DEED OF TRUST

D-75166-SR

THIS DEED OF TRUST, made and entered into this 6th day of OCTOBER, 19 75, by and between

RAYMOND SMALLWOOD

, hereinafter called the Grantor;
DELTA TITLE COMPANY , hereinafter called the Trustee, and

NATIONAL MORTGAGE COMPANY , a corporation organized and existing under the laws of STATE OF TENNESSEE , having its principal office and post-office address at 4041 KNIGHT ARNOLD ROAD , hereinafter called the Beneficiary: MEMPHIS, TENNESSEE 38118

WITNESSETH, That the Grantor, in consideration of the debt and trust hereinafter mentioned, and the sum of One Dollar ($1.00) to the Grantor paid by the Trustee, the receipt whereof is hereby acknowledged, does by these presents grant, bargain, sell, convey, and warrant unto the Trustee, the following-described property, situated in the County of DESOTO , State of Mississippi, to wit:

LOT 2837, SECTION N, SOUTHAVEN WEST SUBDIVISION, AS SHOWN ON PLAT OF RECORD IN PLAT BOOK 5, pages 8-9, IN SECTION 26, TOWNSHIP 1 SOUTH, RANGE 8 WEST, IN THE OFFICE OF THE CHANCERY CLERK OF DESOTO COUNTY, MISSISSIPPI, TO WHICH PLAT REFERENCE IS HEREBY MADE FOR A MORE PARTICULAR DESCRIPTION OF SAID LOT, AS PER SURVEY BY ACME ENGINEERING SERVICE DATED SEPTEMBER,28,1975.

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 honor its guaranty of the loan secured by this mortgage under the provisions of the Servicemen's Readjustment Act of 1944, as amended, within sixty days from the date the loan would normally become eligible for such guaranty, the mortgagee herein may, at its option, declare all sums secured by this mortgage immediately due and payable. The mortgagor covenants and agrees that so long as this mortgage and the note also secured hereby are guaranteed under the provisions of the Servicemen's Readjustment Act, he will not execute or file for record any instrument which imposes a restriction upon the sale or occupancy of the mortgaged property on the basis of race, color or creed. Upon any violation of this undertaking, the mortgagee herein may, at its option, declare the unpaid balance of the debt secured hereby immediately due and payable.

together with all buildings and improvements thereon or that may hereafter be erected thereon and the hereditaments and appurtenances and all other rights thereunto belonging, or in anywise now or hereafter appertaining, and the reversion and reversions, remainder or remainders, rents, issues, and profits thereof, and all rights of homestead, and all fixtures now or hereafter attached to or used in connection with the premises herein described and in addition thereto the following described household appliances, which are, and shall be deemed to be, fixtures and a part of the realty, and are a portion of the security of the indebtedness herein mentioned;

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 THOUSAND AND NO/100----------* Dollars ($ *20,000.00--*), with interest from date at the rate of *NINE-------* per centum (*9--* %) per annum on the balance remaining from time to time unpaid; principal and interest being payable at the office of *NATIONAL MORTGAGE COMPANY, 4041 KNIGHT ARNOLD ROAD* in *MEMPHIS, TENNESSEE*, or at such other place as the holder may designate, in writing delivered or mailed to the Grantor, in monthly installments of *ONE HUNDRED SIXTY ONE & NO/100-* Dollars ($ *161.00---*), commencing on the first day of *DECEMBER*, 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 *NOVEMBER*, *2005*.

The Grantor, in order more fully to protect the security of this Deed of Trust, does hereby covenant and agree as follows:

1. He will pay all and singular the principal and interest and other sums of money payable by virtue of the note secured hereby and of this lien, at the times and in the manner in said note and hereinafter provided. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one hundred dollars ($100.00), whichever is less.

2. Together with and in addition to the monthly payments of principal and interest payable under the terms of the note secured hereby, he will pay to the Beneficiary as trustee (under the terms of this trust as herein stated), on the first day of each month until the note is fully paid:

(a) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable to renew the policies of fire and other hazard insurance on the premises covered by this Deed of Trust, plus taxes and assessments next due on these premises (all as estimated by the Beneficiary, and of which Grantor is notified) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by the Beneficiary in trust to pay said ground rents, premiums, taxes, and special assessments.

(b) The aggregate of the amounts payable pursuant to subparagraph (a) and those payable on the note secured hereby, shall be paid in a single payment each month, to be applied to the following items in the order stated:

(I) ground rents, if any, taxes, special assessments, fire and other hazard insurance premiums;
(II) interest on the note secured hereby; and
(III) amortization of the principal of said note.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Grantor prior to the due date of the next such payment, constitute an event of default under this Deed of Trust. At Beneficiary's option, Grantor will pay a "late charge" not exceeding four per centum (4%) of any installment when paid more than fifteen (15) days after the due date thereof to cover the extra expense involved in handling delinquent payments, but such "late charge" shall not be payable out of the proceeds of any sale made to satisfy the indebtedness secured hereby, unless such proceeds are sufficient to discharge the entire indebtedness and all proper costs and expenses secured thereby.

3. If the total of the payments made by the Grantor under (a) of paragraph 2 preceding shall exceed the amount of payments actually made by the Beneficiary as trustee for ground rents, taxes, or assessments, or insurance premiums, as the case may be, such excess shall be credited on subsequent payments to be made by the Grantor for such items or, at Beneficiaries option as trustee, shall be refunded to Grantor. If, however, such monthly payments shall not be sufficient to pay such items when the same shall become due and payable, then the Grantor shall pay to the Beneficiary as trustee any amount necessary to make up the deficiency. Such payments shall be made within thirty (30) days after written notice from the Beneficiary stating the amount of the deficiency, which notice may be given by mail. If at any time the Grantor shall tender to the Beneficiary, in accordance with the provisions thereof, the full payment of the entire indebtedness represented thereby, the Beneficiary shall as trustee, in computing the amount of such indebtedness, credit to the account of the Grantor any credit balance remaining under the provisions of (a) of paragraph 2 hereof. If there shall be a default under any of the provisions of this Deed of Trust resulting in a public sale of the premises covered hereby or if the Beneficiary acquires the property otherwise after default, the Beneficiary shall apply,

as trustee at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the amount then remaining to credit of Grantor under (a) of paragraph 2 preceding, as a credit on the interest accrued and unpaid and the balance to the principal then remaining unpaid on the note secured hereby.

4. The lien of this instrument shall remain in full force and effect during any postponement or extension of the time of payment of the indebtedness or any part thereof secured hereby.

5. He will pay all and singular the costs, charges and expenses, including reasonable attorney's fees incurred by Beneficiary because of the failure on the part of the Grantor to conform and comply with his obligations and duties under the term of the note secured hereby and of this Deed of Trust; and if such failure results in a sale under a foreclosure hereof, said fee shall be --TEN--- per centum (10-- %) of the total indebtedness as of the date of sale.

6. Upon the request of the Beneficiary the Grantor shall execute and deliver a supplemental note or notes for the sum or sums advanced by the Beneficiary for the alteration, modernization, improvement, maintenance, or repair of said premises, for taxes or assessments against the same and for any other purpose authorized hereunder. Said note or notes shall be secured hereby on a parity with and as fully as if the advance evidenced thereby were included in the note first described above. Said supplemental note or notes shall bear interest at the rate provided for in the principal indebtedness and shall be payable in approximately equal monthly payments for such period as may be agreed upon by the creditor and debtor. Failing to agree on the maturity, the whole of the sum or sums so advanced shall be due and payable thirty (30) days after demand by the creditor. In no event shall the maturity extend beyond the ultimate maturity of the note first described above.

7. He will not commit, permit, or suffer waste, impairment, or deterioration of said property or any part thereof, and in the event of the failure of the Grantor to keep the buildings and other improvements now or hereafter on said premises in good repair, the Beneficiary may make such repairs as may reasonably be deemed necessary for the proper preservation thereof, and the sums so paid shall bear interest from date at the rate provided for in the principal indebtedness, shall be payable thirty (30) days after demand, and shall be fully secured by this Deed of Trust.

8. He will continuously maintain hazard insurance, of such type or types and amounts as Beneficiary may from time to time require, on the improvements now or hereafter on said premises, and except when payment for all such premiums has theretofore been made under (a) of paragraph 2 hereof, he will pay promptly when due any premiums therefor. All insurance shall be carried in companies approved by the Beneficiary and the policies and renewals thereof shall be held by the Beneficiary and have attached thereto loss payable clauses in favor of and in form acceptable to the Beneficiary. In event of loss the Grantor will give immediate notice by mail to the Beneficiary, who may make proof of loss if not made promptly by the Grantor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Beneficiary instead of to the Grantor and the Beneficiary jointly, and the insurance proceeds, or any part thereof, may be applied by the Beneficiary at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this Deed of Trust, or other transfer of title to the said premises in extinguishment of the indebtedness secured hereby, all right, title, and interest of the Grantor in and to any insurance policies then in force shall pass to the purchaser or grantee.

9. He will pay all taxes, assessments, water rates, and other governmental or municipal charges, fines, or impositions, except when payment for all such items has theretofore been made under (a) of paragraph 2 hereof, and shall promptly deliver the official receipts therefor to the Beneficiary; and in default of such payment by the Grantor, the Beneficiary may pay the same, and any amount so paid by the Beneficiary shall then be added to the principal debt named herein and shall be secured hereby.

If the Grantor shall well and truly keep and perform all the covenants and agreements in this Deed of Trust, and in the note hereby secured and well and truly pay off and discharge the said note and other indebtedness secured hereby, then this conveyance shall be null and void, but otherwise shall remain in full force and effect and at the request of the Beneficiary, the said Trustee, or any successor appointed in his stead, shall sell the premises covered hereby at public auction for cash to the highest and best bidder, during legal hours, at any front door of the county courthouse of DESOTO County, State of Mississippi, after giving notice, by advertising and posting as required by law, of the time, place, and terms of sale, and out of the proceeds arising from such sale, the said Trustee, or any successor, shall first pay all the costs and expenses of executing this Trust, including a reasonable compensation of said Trustee; next, said Trustee shall pay the balance of the indebtedness hereby secured then remaining unpaid; next, said Trustee shall reimburse the Veterans Administration for any sums paid by it on account of the guaranty or insurance of the indebtedness secured hereby; and lastly, any balance remaining in the hands of said Trustee shall be paid to the Grantor. The Beneficiary, or any subsequent holder of the note is hereby authorized and empowered to appoint and substitute another Trustee in the place of the Trustee named herein, at any time, by writing, duly signed and acknowledged and recorded in the county or counties where the premises covered hereby are situate, and such appointee shall have full power as the Trustee herein, together with all the rights and privileges thereunto belonging. If the holder of the note is a corporation, its president or any vice president may select and appoint such substituted Trustee. No one exercise of this power of appointment, power of sale, or any other power or right given in this Deed of Trust shall exhaust the right to exercise such power, but all rights and powers herein given may be exercised as often as may be necessary to achieve the perfect security and the collection of the indebtedness secured by this Deed of Trust until said indebtedness is fully paid and discharged. At any sale made to enforce the Trust herein given, the Beneficiary, or any person in interest, may become a purchaser, and upon payment of the purchase price, the Trustee shall execute a deed of conveyance, which conveyance shall vest full and perfect title in such purchaser upon payment of the purchase price.

The Grantor hereby assigns to the Beneficiary any and all rents on the premises covered hereby and authorizes the Beneficiary, by its agent, to take possession of said premises at any time there is any default in the

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payment of the debt hereby secured or in the performance of any obligation herein contained, and rent the same for the account of the Grantor, and to deduct from such rents all costs of collection and administration and to apply the remainder of the same on the debt hereby secured.

The Grantor further covenants and agrees that in case of a sale, as hereinabove provided, the Grantor or any person in possession under the Grantor, shall then become and be tenants holding over and shall forthwith deliver possession to the purchaser at such sale, or be summarily dispossessed in accordance with the provisions of law applicable to tenants holding over.

If the indebtedness secured hereby be guaranteed or insured under Title 38, United States Code, such Title and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Title or Regulations are hereby amended to conform thereto.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, the use of any gender shall be applicable to all genders, and the term "Beneficiary" shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

IN WITNESS WHEREOF, the Grantor(s) has *S* hereunto set *HIS* hand(s) the day and year herein first written above.

Raymond Smallwood

RAYMOND SMALLWOOD

STATE OF ~~MISSISSIPPI~~ *TENNESSEE*
COUNTY OF *SHELBY* } ss:

Personally appeared before me M Walzer, the undersigned Notary public in and for said County, the within named *RAYMOND SMALLWOOD* ~~husband~~ who acknowledged that he signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and seal this *6th* day of *OCTOBER*, 19*75*.

M Walzer

My Commission Expires June 11, 1979

NOTARY PUBLIC

...ust

...SIPPI

...COMPANY

...f said County, ...ng conveyance ...office on the ...Oct. ... day of ..., 19 ...

...Court of Chancery.

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 2 o'clock 30 minutes P. M. 9 day of Oct. 1975, and that the same has been recorded in Book 191 Page 620 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 10 day of Oct. 1975.

Fees $5.00 pd.

SEAL H. L. Ferguson, CLERK

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Assignment of this Instrument Recorded in Deed Records T 1D Book 515 Page 192 This the 5 day of Dec 19 75

CANCELLED BY AUTHORITY. RECORDED IN BOOK 544 PAGE 165 THIS 12th DAY OF June 19 91

W. E. Davis Chancery Clerk

by D. Taylor, D.C.

PREPARED BY
HARRIS, WHITMAN, ATTY.
4041 Knight Arnold Road
Memphis, Tenn. 38118

VA Form 26-6322 (Home Loan) Revised December 1945. Use Optional. Section 1810, Title 38, U.S.C. Acceptable to Federal National Mortgage Association.

MISSISSIPPI

DEED OF TRUST

D-77108-SR

THIS DEED OF TRUST, made and entered into this 6th day of OCTOBER, 1975, by and between

WILLIAM N. BARKER AND WIFE, BEVERLY G. BARKER

, hereinafter called the Grantor;
DELTA TITLE COMPANY, hereinafter called the Trustee, and

and existing under the laws of NATIONAL MORTGAGE COMPANY, a corporation organized
post-office address at STATE OF TENNESSEE, having its principal office and
Beneficiary: 4041 KNIGHT ARNOLD ROAD
MEMPHIS, TENNESSEE 38118, hereinafter called the

WITNESSETH, That the Grantor, in consideration of the debt and trust hereinafter mentioned, and the sum of One Dollar ($1.00) to the Grantor paid by the Trustee, the receipt whereof is hereby acknowledged, does by these presents grant, bargain, sell, convey, and warrant unto the Trustee, the following-described property, situated in the County of DESOTO, State of Mississippi, to wit:

LOT 2677, SECTION M, SOUTHAVEN WEST SUBDIVISION, AS SHOWN ON PLAT OF RECORD IN PLAT BOOK 4, pages 52 & 53, IN SECTION 27, TOWNSHIP 1 SOUTH, RANGE 8 WEST, IN THE OFFICE OF THE CHANCERY CLERK OF DESOTO COUNTY, MISSISSIPPI, TO WHICH PLAT REFERENCE IS HEREBY MADE FOR A MORE PARTICULAR DESCRIPTION OF SAID LOT, AS PER SURVEY BY ACME ENGINEERING SERVICE DATED OCTOBER 1, 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 premiums when due and payable, the Grantors shall promptly pay all that is then due of said deficit.

Should the Veterans Administration fail or refuse to issue its guaranty of the loan secured by this mortgage under the provisions of the Servicemen's Readjustment Act of 1944, as amended, within sixty days from the date the loan would normally become eligible for such guaranty, the mortgagee hereby may, at its option, declare all sums secured by this mortgage immediately due and payable. The mortgagor covenants and agrees that so long as this mortgage and the said note secured hereby are guaranteed under the provisions of the Servicemen's Readjustment Act, he will not execute or file for record any instrument which imposes a restriction upon the sale or occupancy of the mortgaged property on the basis of race, color or creed. Upon any violation of this covenant, 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 TWO THOUSAND THREE HUNDRED & NO/100---* Dollars ($ *22,300.00---*), with interest from date at the rate of *NINE------* per centum (*9--* %) per annum on the balance remaining from time to time unpaid; principal and interest being payable at the office of *NATIONAL MORTGAGE COMPANY, 4041 KNIGHT ARNOLD ROAD* in *MEMPHIS, TENNESSEE*, or at such other place as the holder may designate, in writing delivered or mailed to the Grantor, in monthly installments of *ONE HUNDRED SEVENTY NINE & 52/100-* Dollars ($ *179.52---*), commencing on the first day of *DECEMBER*, *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 *NOVEMBER*, *2005*.

The Grantor, in order more fully to protect the security of this Deed of Trust, does hereby covenant and agree as follows:

1. He will pay all and singular the principal and interest and other sums of money payable by virtue of the note secured hereby and of this lien, at the times and in the manner in said note and hereinafter provided. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one hundred dollars ($100.00), whichever is less.

2. Together with and in addition to the monthly payments of principal and interest payable under the terms of the note secured hereby, he will pay to the Beneficiary as trustee (under the terms of this trust as herein stated), on the first day of each month until the note is fully paid:

(a) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable to renew the policies of fire and other hazard insurance on the premises covered by this Deed of Trust, plus taxes and assessments next due on these premises (all as estimated by the Beneficiary, and of which Grantor is notified) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by the Beneficiary in trust to pay said ground rents, premiums, taxes, and special assessments.

(b) The aggregate of the amounts payable pursuant to subparagraph (a) and those payable on the note secured hereby, shall be paid in a single payment each month, to be applied to the following items in the order stated:

(i) ground rents, if any, taxes, special assessments, fire and other hazard insurance premiums;
(ii) interest on the note secured hereby; and
(iii) amortization of the principal of said note.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Grantor prior to the due date of the next such payment, constitute an event of default under this Deed of Trust. At Beneficiary's option, Grantor will pay a "late charge" not exceeding four per centum (4%) of any installment when paid more than fifteen (15) days after the due date thereof to cover the extra expense involved in handling delinquent payments, but such "late charge" shall not be payable out of the proceeds of any sale made to satisfy the indebtedness secured hereby, unless such proceeds are sufficient to discharge the entire indebtedness and all proper costs and expenses secured thereby.

3. If the total of the payments made by the Grantor under (a) of paragraph 2 preceding shall exceed the amount of payments actually made by the Beneficiary as trustee for ground rents, taxes, or assessments, or insurance premiums, as the case may be, such excess shall be credited on subsequent payments to be made by the Grantor for such items or, at Beneficiaries option as trustee, shall be refunded to Grantor. If, however, such monthly payments shall not be sufficient to pay such items when the same shall become due and payable, then the Grantor shall pay to the Beneficiary as trustee any amount necessary to make up the deficiency. Such payments shall be made within thirty (30) days after written notice from the Beneficiary stating the amount of the deficiency, which notice may be given by mail. If at any time the Grantor shall tender to the Beneficiary, in accordance with the provisions thereof, the full payment of the entire indebtedness represented thereby, the Beneficiary shall as trustee, in computing the amount of such indebtedness, credit to the account of the Grantor any credit balance remaining under the provisions of (a) of paragraph 2 hereof. If there shall be a default under any of the provisions of this Deed of Trust resulting in a public sale of the premises covered hereby or if the Beneficiary acquires the property otherwise after default, the Beneficiary shall apply,

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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 S hereunto set HIS hand(s) the day and year herein first written above.

William N. Barker
WILLIAM. N. BARKER

Beverly G. Barker
BEVERLY G. BARKER

STATE OF ~~MISSISSIPPI~~ TENNESSEE
COUNTY OF SHELBY } ss:

Personally appeared before me M. Wolfgram, the undersigned Notary public in and for said County, the within named WILLIAM N. BARKER and BEVERLY G. BARKER, his wife, who acknowledged that They signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and seal this 6th day of OCTOBER, 1975.

My Commission Expires June 11, 1979

M. Wolfgram

NOTARY PUBLIC SHELBY COUNTY

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 2 o'clock 30 minutes P. M. 9 day of Oct. 1975, and that the same has been recorded in Book 191 Page 624 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 10 day of Oct. 1975.
Fees $5.50 pd.
SEAL H. W. Ferguson, CLERK

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Assignment of this Instrument Recorded in
Real Estate T/D Book
No. 241 Page 363
This the 19 day of April 19 79
H. D. Ferguson Clerk

CANCELLED BY AUTHORITY RECORDED IN BOOK
727 PAGE 72
THIS 29 DAY OF Sept. 19 94
W. E. Davis
Chancery Clerk
By D. Buchanan DC

STATE OF MISSISSIPPI
FHA FORM NO. 2135m
Revised January 1971
D-29080-LL

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.

PREPARED BY:
MORRIS KNIGHTMAN, ATTY.
4041 Knight Arnold Road
Memphis, Tenn. 38118

THIS DEED OF TRUST, made and entered into this 19th day of September by and between

F. R. EUBANKS, JR. and wife, GERRY KAY EUBANKS

, 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 and post-office address at 4041 KNIGHT ARNOLD ROAD , having its principal office 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 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 1233, Section "C", SOUTH, DESOTO VILLAGE Subdivision, in Section 33, Township 1 South, Range 8 West, as shown on plat of record in Plat Book 10, Pages 3-8, in the office of the Chancery Clerk of Desoto County, Mississippi, being more particularly described as follows:
Beginning at an iron pipe in the north line of Cherry Cove West 289.76 feet northwestwardly from the point of intersection of said north line and the west line of Forest Gate Road; thence southwestwardly 40.0 feet with the north line of Cherry Cove West to a point, the northeast corner of Lot 1234; thence northwestwardly 105.0 feet with the north line of Lot 1234 to a point; thence northeastwardly 139.59 feet to an iron pipe in the northwest corner of Lot 1232; thence southeastwardly 142.39 feet with the west line of Lot 1232 to the point of beginning.

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

and existing under the laws of STATE OF TENNESSEE a corporation organized of a certain promissory note of even date herewith in the principal sum of TWENTY SIX THOUSAND FIFTY AND NO/100---------- Dollars ($ 26,050.00-----), the payment 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

or at such other place as the holder may designate, in writing, in monthly installments of in MEMPHIS, TENNESSEE 38118 EIGHTY SIX AND 78/100----- Dollars ($ 186.78-------), commencing on the first day of NOVEMBER , 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 OCTOBER, 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 (½) per centum of the average outstanding balance due on the note computed without taking into account delinquencies or prepayments;

(b) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable to renew the policies of fire and other hazard insurance on the premises covered by this Deed of Trust, plus taxes and assessments next due on these premises (all as estimated by the Beneficiary) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by the Beneficiary in trust to pay said ground rents, premiums, taxes, and special assessments; and

(c) All payments mentioned in the two preceding subsections of this paragraph and all payments to be made under the note secured hereby shall be added together, and the aggregate amount thereof shall be paid by the Grantor each month in a single payment to be applied by the Beneficiary to the following items in the order set forth:

(I) premium charges under the contract of insurance with the Secretary of Housing and Urban Development, or monthly charge (in lieu of mortgage insurance premium), as the case may be;

(II) ground rents, if any, taxes, special assessments, fire and other hazard insurance premiums;

(III) interest on the note secured hereby; and

(IV) amortization of the principal of said note.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Grantor prior to the due date of the next such payment, constitute an event of default under this Deed of Trust. The Beneficiary may collect a "late charge" not to exceed two cents (2¢) for each dollar ($1) of each payment more than fifteen (15) days in arrears to cover the extra expense involved in handling delinquent payments.

3. If the total of the payments made by the Grantor under *(b)* of paragraph 2 preceding shall exceed the amount of the payments actually made by the Beneficiary for ground rents, taxes, or assessments, or insurance premiums, as the case may be, such excess at the option of the Beneficiary, shall be credited on subsequent payments to be made by the Grantor, or refunded to the Grantor. If, however, the monthly payments made by the Grantor under *(b)* of paragraph 2 preceding shall not be sufficient to pay ground rents, taxes and assessments, and insurance premiums, as the case may be, when the same shall become due and payable, then the Grantor shall pay to the Beneficiary any amount necessary to make up the deficiency, on or before the date when payment of such ground rents, taxes, assessments, or insurance premiums shall be due. If at any time the Grantor shall tender to the Beneficiary, in accordance with the provisions thereof, the full payment of the entire indebtedness represented thereby, the Beneficiary shall, in computing the amount of such indebtedness, credit to the account of the Grantor all payments made under the provisions of *(a)* of paragraph 2 hereof which the Beneficiary has not become obligated to pay to the Secretary of housing and Urban Development, and any balance remaining in the funds accumulated under the provisions of *(b)* of paragraph 2 hereof. If there shall be a default under any of the provisions of this Deed of Trust resulting in a public sale of the premises covered hereby or if the Beneficiary acquires the property otherwise after default, the Beneficiary shall apply, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under *(b)* of paragraph 2 preceding, as a credit against the amount of principal then remaining unpaid under the note secured hereby, and shall properly adjust any payments which shall have been made under *(a)* of paragraph 2.

4. That he will pay all and singular the costs, charges, and expenses including a 10% attorney's fee, reasonably incurred or paid at any time by the Beneficiary, because of the failure on the part of the Grantor to perform, comply with, and abide by each and every the stipulations, agreements, conditions, and covenants of the note secured hereby and of this Deed of Trust, or either, and every such payment shall bear interest from date at the rate set forth in the note secured hereby, shall be payable on demand, and shall be fully secured by this Deed of Trust.

5. That he will not commit, permit, or suffer waste, impairment, or deterioration of said property or any part thereof, and in the event of the failure of the Grantor to keep the buildings on said premises and those to be erected on said premises, or improvements thereon, in good repair, the Beneficiary may make such repairs as in its discretion it may deem necessary for the proper preservation thereof, and the sums so paid shall bear interest from date at the rate set forth in the note secured hereby, shall be payable on demand, and shall be fully secured by this Deed of Trust.

6. That he will keep the improvements now existing or hereafter erected on the said premises, insured as may be required from time to time by the Beneficiary against loss by fire and other hazards, casualties, and contingencies, including war damage, in such amounts and for such periods as may be required by the Beneficiary and will pay promptly, when due, any premiums on such insurance provision for payment of which has not been made hereinbefore. All insurance shall be carried in companies approved by the Beneficiary and the policies and renewals thereof shall be held by the Beneficiary and have attached thereto loss payable clauses in favor of and in form acceptable to the Beneficiary. In event of loss the Grantor will give immediate notice by mail to the Beneficiary, who may make proof of loss if not made promptly by the Grantor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Beneficiary instead of to the Grantor and the Beneficiary jointly, and the insurance proceeds, or any part thereof, may be applied by the Beneficiary at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this Deed of Trust or other transfer of title to the said premises in extinguishment of the indebtedness secured hereby, all right, title, and interest of the Grantor in and to any insurance policies then in force shall pass to the purchaser or grantee.

7. That he will pay all taxes, assessments, water rates, and other governmental or municipal charges, fines, or impositions, for which provision has not been made hereinbefore, and shall promptly deliver the official receipts therefor to the Beneficiary; and in default of such payment by the Grantor, the Beneficiary may pay the same, and any amount so paid by the Beneficiary shall then be added to the principal debt named herein and shall be secured hereby.

8. The Grantor further agrees that should this Deed of Trust and the note secured hereby not be eligible for insurance under the National Housing Act within sixty days from the date hereof (written

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statement of any officer of the Department of Housing and Urban Development or authorized agent of the Secretary of Housing and Urban Development dated subsequent to the sixty days time from the date of this Deed of Trust, declining to insure said note and this Deed of Trust, being deemed conclusive proof of such ineligibility), the Beneficiary or the holder of the note may, at its option, declare all sums secured hereby immediately due and payable.

If the Grantor shall well and truly keep and perform all the covenants and agreements in this Deed of Trust, and in the note hereby secured, set forth, and well and truly pay off and discharge the said note and other indebtedness secured and intended to be secured hereby, then this conveyance shall be null and void, but otherwise shall remain in full force and effect and at the request of the Beneficiary, the said Trustee, or any successor appointed in his stead, shall sell the premises covered hereby at public auction for cash to the highest and best bidder, during legal hours, at any front door of the county courthouse of Desoto County, State of Mississippi, after giving notice, by advertising and posting as required by law, of the time, place, and terms of sale, and out of the proceeds arising from such sale, the said Trustee, or any successor, shall first pay all the costs and expenses of executing this Trust, including a reasonable compensation of said Trustee; next, said Trustee shall pay the balance of the indebtedness hereby secured then remaining unpaid; and lastly, any balance remaining in the hands of said Trustee shall be paid to the Grantor. The Beneficiary, or any subsequent holder of the note, or the duly authorized Attorney-in-Fact of either, is hereby authorized and empowered to appoint and substitute another Trustee in the place of the Trustee named herein, at any time, by writing, duly signed and acknowledged and recorded in the county or counties where the premises covered hereby are situate, and such appointee shall have full power as the Trustee herein, together with all the rights and privileges thereunto belonging. No one exercise of this power of appointment, power of sale, or any other power or right given in this Deed of Trust shall exhaust the right to exercise such power, but all rights and powers herein given may be exercised as often as may be necessary to achieve the perfect security and the collection of the indebtedness secured by this Deed of Trust until said indebtedness is fully paid and discharged. At any sale had by any Trustee hereunder, the Trustee may, from time to time, adjourn said sale to a later date without readvertising the sale by giving notice of the time and place of such continued sale at the time when and where the Trustee shall make such adjournment, and at any sale made to enforce the Trust herein given, the Beneficiary, or any person in interest, may become a purchaser, and upon payment of the purchase price, the Trustee shall execute a deed of conveyance, which conveyance shall vest full and perfect title in such purchaser upon payment of the purchase price.

The Grantor hereby assigns to the Beneficiary any and all rents on the premises covered hereby and authorizes the Beneficiary, by its agent, to take possession of said premises at any time there is any default in the payment of the debt hereby secured or in the performance of any obligation herein contained, and rent the same for the account of the Grantor, and to deduct from such rents all costs of collection and administration and to apply the remainder of the same on the debt hereby secured.

The Grantor further covenants and agrees that in case of a sale, as hereinabove provided, the Grantor or any person in possession under the Grantor, shall then become and be tenants holding over and shall forthwith deliver possession to the purchaser at such sale, or be summarily dispossessed in accordance with the provisions of law applicable to tenants holding over.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, the Grantor(s) have hereunto set their hand(s) the day and year herein first written above.

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 carries same 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.

F. R. Eubanks, Jr.
F. R. EUBANKS, JR.

Gerry Kay Eubanks
GERRY KAY EUBANKS

STATE OF ~~MISSISSIPPI~~ TENNESSEE
SHELBY
COUNTY OF } ss:

Personally appeared before me M. Gallean, the undersigned notary public in and for the said County, the within named F. R. EUBANKS, JR. and GERRY KAY EUBANKS, his wife, who acknowledged that t he y signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and seal this 19th day of September, 19 75

M. Gallean
NOTARY PUBLIC

My Commission Expires Nov. 11, 1978

NOTARY PUBLIC

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STATE OF MISSISSIPPI
COUNTY OF DeSoto } ss:

I, H. P. Ferguson, Clerk of the Court of the Chancery of said County, do hereby certify that the foregoing conveyance was filed for registration in this office at 4:30 o'clock P. M., on the 9th day of Oct. 1975, and that the same has been recorded in Book 191 Page 628 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 10 day of Oct. 1975.

Fees $ 5.00 pd.

SEAL H. P. Ferguson, CLERK

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 2 o'clock
30 minutes P. M. 9 day of Oct. 1975, and that the same has been
recorded in Book 191 Page 628 records of REAL ESTATE TRUST DEEDS
of said County.
Witness my hand and seal this the 10 day of Oct. 1975.
Fees $ 5.00 pd.
SEAL H. P. Ferguson, CLERK

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CANCELLED BY AUTHORITY RECORDED IN BOOK
200 PAGE 701
THIS 9 DAY OF June 1976
H. S. Ferguson
CHANCERY CLERK

Mississippi Bankers Association
Form No. 1
(Revised Dec. 1955)
LAND

Original

DEED OF TRUST
LAND

THIS INDENTURE, this day made and entered into between

CHARLES ANDY DAUGHERTY and wife, JANELLE CLAIRE MICHAEL DAUGHERTY,

of the first part, hereinafter designated as the Grantor,

STANLEY M. HUGGINS, Trustee, of the second part, hereinafter designated as Trustee, and

CITY 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

FOUR THOUSAND AND NO/100---------- DOLLARS

($ 4,000.00) evidenced by one promissory note of even date herewith in favor of the beneficiary, bearing interest at the rate of ten (10%) per centum per annum after date , providing for the payment of attorney's fees in case of default and being due and payable as follows, to-wit:

upon demand

WHEREAS, the said grantor desires to secure the prompt payment at maturity of the aforesaid indebtedness, as well as any extension of the same, or any part thereof, and any other or further indebtedness in the way of future advances hereunder, or otherwise, that the grantor, or either of them, may now or hereafter owe the beneficiary, as hereinafter provided:

NOW, THEREFORE, in consideration of the premises, and the further consideration of Ten Dollars ($10.00) cash in hand paid by the aforesaid trustee, the receipt of which is hereby acknowledged, the grantor does hereby convey and warrant unto the said trustee, the property situated in the

County of DeSoto

State of Mississippi, and more particularly described as follows, to-wit:

Lot 58, Section A, Lakewood Estates Subdivision in Section 23, Township 2 South, Range 7 West, as shown by the plat recorded in Plat Book 7, Pages 49-51, in the Office of the Chancery Clerk of said County.

Copyright Mississippi Bankers Association

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Together with all the hereditaments and appurtenances thereunto appertaining, as far as they may now or hereafter, during the term of this deed of trust, belong to or be used in connection with the occupancy of any building on the said land, or that may be hereafter erected thereon, all heating and ventilating apparatus, gas, electric light and other fixtures, whether attached to said premises or detached therefrom.

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary herein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment of interest as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other convenant herein contained, then and in that event the entire principal sum secured hereby with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, or the owner or holder of said note or notes, be and become at once due and payable, and the trustee herein named, or his successor or successors, shall, at the request of the beneficiary, or at the request of any owner or holder of the note or notes secured hereby, sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid. Such sale shall be made by giving notice of the time, place and terms of sale as required by Section 888 of the Mississippi Code of 1942 and amendments if any thereto, and the trustee shall make deed to the purchaser or purchasers. Should the beneficiary, or the owner or holder of the note or notes secured hereby be a corporation, then in such event a declaration of default to the trustee, and a request for sale hereunder, may be made by any officer thereof. If the land covered hereby is situated in two or more counties, or in two judicial districts of the same county, the trustee may sell the whole in any of the counties, or in either of the judicial districts of a county in which any part of the land lies. Out of the proceeds of sale the trustee shall first pay the cost of advertising and making the sale; and secondly, he shall pay whatever items may have been incurred and remain unpaid in the protection of this security; then he shall pay such of the items of indebtedness secured hereby as may be outstanding in the order of their maturity, and any balance remaining in his hands shall be delivered to the grantor, or to his proper representatives, agents or assigns.

It is agreed and understood, by and between the parties hereto that this conveyance is executed and intended to be, and is hereby made subject to the following covenants, stipulations and conditions, all of which shall be binding upon the parties hereto and each of them.

First. In addition to the indebtedness specifically mentioned above, and any and all extensions or renewals of the same, or any part thereof, this conveyance shall also cover such future and additional advances as may be made to the grantor, or either of them, by the beneficiary, not to exceed the sum of $125,000.00, the beneficiary to be the sole judge as to whether or not such future and additional advances shall be made. In addition to all of the above, it is intended that this conveyance shall secure, and it does secure any and all debts, obligations, or liabilities, direct or contingent, of the grantor herein, or either of them, to the beneficiary, whether now existing or hereafter arising at any time before actual cancellation of this instrument on the public records of mortgages and deeds of trust, whether the same be evidenced by note, open account, over-draft, endorsement, guaranty or otherwise.

Second. The grantor will at all times during the continuance of this deed of trust keep the buildings and improvements on said premises insured against loss or damage by fire, storm, war damage and other hazard in such reliable insurance company, or companies, as may be acceptable to the beneficiary, for the maximum amount of insurance obtainable, or in such amount as may be approved by beneficiary, and all policies covering the same shall contain the proper loss payable clause, making all losses, if any, payable to the beneficiary, his successors or assigns, and shall be delivered to the beneficiary herein, or to the owner or holder of the notes secured hereby as additional security. In case of loss and payment by any insurance company, the amount of insurance money so paid shall be applied either on the indebtedness secured hereby, or in rebuilding or restoring the damaged building, or buildings, or it may be released to the grantor, as the beneficiary may elect. In the event of loss the grantor shall immediately give notice by mail to the beneficiary who may make proof of loss if same be not promptly made by the grantor. Each insurance company involved is hereby authorized, empowered and directed to make payment for any loss directly to the beneficiary instead of to the grantor and the beneficiary jointly.

Third. The grantor will pay all taxes and assessments, general or special, which may be assessed against the said land, premises or property, or upon the interest of the trustee or the beneficiary therein, or upon this deed of trust, or the indebtedness secured hereby, without regard to any law heretofore enacted or that may hereafter be enacted imposing payment of the whole or any part thereof upon either the trustee or beneficiary, and further will furnish annually to the beneficiary certificates or receipts of the proper officer showing full payment of all such taxes and assessments.

Fourth. That the rents, issues and profits of all and every part of the property here conveyed are specifically pledged to the payment of the indebtedness hereby secured, and all obligations which may accrue under the terms of this instrument. Upon the maturity of the indebtedness hereby secured, either by lapse of time or by reason of any default as herein provided, or if at any time it becomes necessary to protect the lien of this conveyance, the beneficiary, or any owner, or holder of the notes secured hereby, shall have the right to forthwith enter into and upon the property hereinbefore described and take possession thereof, and collect and apply the rents, issues and profits thereon upon the indebtedness secured hereby, or may, if it is so desired, have a receiver appointed by any court of competent jurisdiction to collect and impound the said rents, issues and profits and after paying the expense of such receivership apply the balance thereof to the payment of any indebtedness secured hereby.

Fifth. The failure on the part of the grantor to keep and perform each, any, and all of the covenants and stipulations of this deed of trust, or the passage by the State of Mississippi of any law imposing payment of the whole or any portion of any of the taxes aforesaid upon the trustee or the beneficiary, or upon the rendering by any court of competent jurisdiction of a decision that the stipulation or provision herein covering the payment of taxes or assessments is legally inoperative, shall give to the beneficiary or to the owner or holder of the notes secured hereby the option to at once declare the entire principal sum hereby secured with all interest and charges thereon, and all other amounts secured hereby at once due and demandable and to have the property advertised and sold by the trustee herein named, or his successor or successors, in accordance with the provisions of this conveyance hereinbefore set out. But in case such default consists in the failure to keep the said property insured or to pay the taxes herein required, the beneficiary, or the owner or holder of the said secured notes, may procure said insurance and pay said taxes and assessments, or redeem the property from tax sale if it has been sold; and any and all sums paid in procuring said insurance or in paying said taxes or assessments or in redeeming said property from tax sale, together with interest thereon at the rate herein stipulated from the date the same shall have been paid, shall be covered by this conveyance and shall be due and demandable on the date of the maturity of the interest installment which may become due under the terms of this instrument next after such additional items of expense are made or incurred. In case the beneficiary or the owner or holder of said secured notes elects to advance insurance premium and/or taxes, the receipt of an agent of the insurance company or companies in which said insurance is placed shall, with respect to such insurance premiums, be conclusive evidence as between the parties to this conveyance of the amount and fact of payment thereof; and the receipt of the proper public official, shall with respect to the taxes and assessments, aforesaid, be conclusive as between the parties to this conveyance of the amount and validity of said taxes or assessments and of the fact of the payment thereof.

Sixth. The beneficiary, or any owner or holder of the note secured hereby, may at pleasure, without giving formal notice to the original or any successor trustee, or to the grantor herein, and without regard to the willingness or inability of any such trustee to act, or to execute this trust, appoint another person or succession of persons to act as trustee herein, and such appointee or substitute shall have all the powers in the execution of this trust as are vested in the trustee herein named. If the beneficiary, or the owner or holder of the note secured hereby, be a corporation, such appointment may be made by its president, vice-president, assistant vice-president, secretary or treasurer.

Seventh. In case of foreclosure and sale of the property covered hereby, the beneficiary, or any owner or holder of the notes secured hereby, shall have the same right to purchase at said sale as if a stranger to this instrument.

Eighth. Grantor covenants that the premises and property covered hereby will at all times be used in a good and husbandlike manner, for lawful purposes only, and that waste will not be committed or suffered to be committed thereon.

Ninth. Whenever in this deed of trust the context so requires, the singular number shall include the plural, and the plural the singular; holder of the note or notes shall be deemed to refer to and include the owner of the debt, and the word beneficiary shall at any and all times include and mean the then holder of the note or notes secured hereby.

IN TESTIMONY WHEREOF, witness the signature of the grantor this the day of September 1975

Charles Andy Daugherty

Janelle Claire Michael Daugherty

Janelle Claire Michael Daugherty

STATE OF ~~MISSISSIPPI~~ Tennessee
COUNTY OF ~~DESOTO~~ Shelby

This day personally appeared before me, the undersigned authority, in and for the State and County aforesaid, the within named Charles Andy Daugherty and wife, Janelle Claire Michael Daugherty, who severally acknowledged that they signed and delivered the above and foregoing deed of trust on the day and year therein mentioned.

Given under my hand and official seal, this the day of September 1975.

My Commission Expires: My Commission Expires May 5, 1976

John B. Harrison
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 2 o'clock 25 minutes P. M., 9 day of Oct. 1975, and that the same has been recorded in Book 191 Page 631 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 10 day of Oct. 1975.

Fees $5.00 pd.

SEAL H. L. Ferguson, CLERK

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BY: (Mrs.) Virginia Rimer
FOR: The First National Bank of Memphis
165 Madison Ave.
Memphis, Tenn. 38103

D-7590/LAL

This instrument prepared by:

TRUST DEED RELEASE

WHEREAS, By the hereinafter described trust deed___, heretofore recorded in the Register's Office of / DeSoto County, Mississippi certain real property was conveyed by the hereinafter named grantor___, to David G. Williams and Joseph S. Sims as Trustee, for the purpose of securing the payment and indebtedness evidenced by notes fully described in such trust deed—; and

WHEREAS, All of the notes described in and secured by said trust deed___ have been paid in full, and there is nothing due or owing on said indebtedness nor under the terms and provisions of said trust deed___; and

WHEREAS, Said trust deed___ are briefly described as follows, to-wit:

GRANTOR	Date of Instrument	Recorded	Description of Property
Timothy P. Murray and wife Donna A. Murray	11-1-72	Book 150 Page 47	Lot 303, 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.

NOW, THEREFORE, in consideration of the premises the undersigned The First National Bank of Memphis as legal owner and holder of the notes secured by said trust deed, acknowledges full payment and satisfaction thereof, and hereby releases and discharges the lien of said trust deed, and to this end quit claim s and convey s unto said grantor s their heirs and assigns all its right, title, and interest in and to the real estate described in said trust deed, to which reference is made for a particular description of said property.

The undersigned, The First National Bank of Memphis, covenants with the said grantor s that the y the legal owner s and holder s of the notes described in and secured by said trust deed, and that t he y ha ve the lawful right to release and discharge the lien thereof.

IN WITNESS WHEREOF the said The First National Bank of Memphis 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 19th day of September 19 75

ATTEST

BY: Peggy Jo Langford
Peggy Jo Langford, For Cashier

THE FIRST NATIONAL BANK OF MEMPHIS

BY: Roger Hammons
Roger Hammons, Operations Officer

STATE OF TENNESSEE
COUNTY OF SHELBY

On this ____ day of ____, 19___, before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared ____ to me known to be the person___ described in and who executed the foregoing instrument, and acknowledged that ___he___ executed the same as ____ free act and deed.

WITNESS my hand and Notarial Seal at office the day and year above written.

Notary Public

My commission expires ____ day of ____, 19___

STATE OF TENNESSEE
COUNTY OF SHELBY

Before me, a Notary Public in and for said State and County duly commissioned and qualified, personally appeared Roger Hammons with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the OPERATIONS OFFICER of the First Natl Bank of Memphis the within named bargainor, a corporation, and that he as such OPERATIONS OFFICER being authorized so to do, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by himself as OPERATIONS OFFICER

WITNESS my hand and seal at office in Memphis, Tennessee, this 19th day of September, 19 75

H. Virginia Rimer
Notary Public

My commission expires MY COMMISSION EXPIRES NOV. 6, 1976 day of ____, 19___

* Do not write below this line - FOR REGISTERS USE ONLY *

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 2 o'clock 30 minutes P. M. 9 day of Oct. 1975, and that the same has been recorded in Book 191 Page 634 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 10 day of Oct. 1975.

Fees $ 2.50 pd.

SEAL H. P. Ferguson, CLERK

15198

51338

This instrument prepared by:

TRUST DEED RELEASE

office of Chancery Court Clerk
DeSoto County Mississippi

WHEREAS, By the hereinafter described trust deed, heretofore recorded in the ~~Records of Deeds of Said County~~, certain real property was conveyed by the hereinafter named grantor, to James R. Honston 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 Henry Vanderhook & Peggy F. Vanderhook h/w	6/17/64	Book 77 Page 5	Lot 1338, Section C of Southaven West Subdivision, in Section 22, Township 1 South, Range 8 West, as per plat thereof recorded in Plat Book 2, Pages 50 and 51, in the office of the Chancery Clerk of DeSoto County, Mississippi.

NOW, THEREFORE, in consideration of the premises the undersigned United States Savings Bank of Newark, New Jersey as legal owner and holder of the notes secured by said trust deed, acknowledges full payment and satisfaction thereof, and hereby releases and discharges the lien of said trust deed, and to this end quit claims and conveys unto said grantor, their heirs and assigns all its right, title, and interest in and to the real estate described in said trust deed, to which reference is made for a particular description of said property.

The undersigned, United States Savings Bank of Newark, New Jersey covenants with the said grantors that it is the legal owner and holder of the notes described in and secured by said trust deed, and that they have the lawful right to release and discharge the lien thereof.

IN WITNESS WHEREOF the said United States Savings Bank of Newark, New Jersey has hereunto set its hand (or caused its corporate name to be signed hereto by and through its proper officers duly authorized so to do) this the 11th day of September 19 75.

Attest: John P. Coyle
John P. Coyle-Ass't Secretary

United States Savings Bank of Newark, New Jersey
Edward W. Jents- Ass't Vice President

STATE OF TENNESSEE
COUNTY OF SHELBY

On this day of 19, before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as free act and deed.

WITNESS my hand and Notarial Seal at office the day and year above written.

Notary Public

My commission expires day of 19

STATE OF ~~TENNESSEE~~ New Jersey
COUNTY OF ~~SHELBY~~ Essex

Before me, a Notary Public in and for said State and County duly commissioned and qualified, personally appeared Edward W. Jents with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the Ass't Vice President of the U.S. Savings Bank of Newark, N.J. the within named bargainor, a corporation, and that he as such Vice President being authorized so to do, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by himself as Ass't Vice President.

WITNESS my hand and seal at office in Newark, New Jersey this 11th day of September 19 75

My commission expires 2-24 day of March 19 76

Notary Public
MARY L. MOORE
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Mar. 26, 1976

* 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 30 minutes P. M. 9 day of Oct. 1975, and that the same has been recorded in Book 191 Page 635 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 10 day of Oct. 1975.

Fees $ 2.50 pd.

SEAL H. D. Ferguson, CLERK

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Assignment of this instrument Recorded in Real Estate 2/A Book No. 299 Page 705 This the 5 day of July 19 83

H. G. Ferguson Clerk

CANCELLED BY AUTHORITY, RECORDED IN BOOK 532 PAGE 234 THIS 24 DAY OF Jan. 19 91

W. E. Davis by L. Graham D.C.

Chancery Clerk

DEED OF TRUST

THIS DEED OF TRUST is made this 1st day of OCTOBER, 19 75, among the Grantor, GERALD WILBORN CHATHAM, SR. and wife, KATHERINE R. CHATHAM, (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 Hernando, Mississippi:

Lying and being situated in the Town of Hernando, DeSoto County, Mississippi, in Section 13, Township 3, Range 8 West: BEGINNING at the Northeast corner of the E. L. Rawls brick store building, running thence South 90 feet to a stake in Lot 124; thence East 25 feet; more or less, to the McIngvale Garage lot; thence North along the West line of the McIngvale Garage lot and the Standard Oil Filling Station lot 90 feet to the North line of lot 127; thence West along the North line of lot 127 to the point of beginning, and being further described as the office building and lot commonly known as the Dr. A. J. Weissinger office and lot on the South side of the public square in the Town of Hernando and being the same lands conveyed to Gerald W. Chatham, Sr., father of Gerald Wilborn Chatham, Sr., by Deed of record in Deed Book 38, Page 125 of the land 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 October 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.

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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.

GERALD WILBORN CHATHAM, SR. —Borrower

KATHERINE R. CHATHAM —Borrower

17 Union Street

Hernando, MS 38632

Property Address

STATE OF MISSISSIPPI, DESOTO COUNTY ss:

Personally appeared before me, the undersigned authority in and for said County and State, the within named GERALD WILBORN CHATHAM, SR. and wife, KATHERINE R. CHATHAM, 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 6th day of OCTOBER, A.D., 19 75.

My Commission expires:

My Commission Expires May 6, 1978

Elaine Mockmore Elder

Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 2 o'clock and 05 minutes P. M. 9 day of Oct. 1975

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 2 o'clock 06 minutes P. M. 9 day of Oct. 1975, and that the same has been recorded in Book 191 Page 636 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 10 day of Oct. 1975.

Fees $5.00 pd.

SEAL H. H. Ferguson, CLERK

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PARTIAL RELEASE

For value received, the undersigned A.S. Ballard, Jr., President of The Hernando Bank, Hernando, Mississippi, a Mississippi Corporation, the lawful holder of an indebtedness secured by those certain Deeds of Trust to William L. Rone and William W. Ballard, Trustee, respectively, for the use and benefit of The Hernando Bank, dated January 10, 1975, and June 24,1975, and recorded in Book 182, Page 475, and Book 187, Page 221, respectively, of the records of the Real Estate Deeds of Trust in the Office of the Chancery Court Clerk of DeSoto County, Mississippi, hereby releases and discharges the lien of the aforesaid Deeds of Trust as to the following property:

Lot 6, Oak Grove Subdivision, Revised Plat, in Section 13, Township 3, Range 8 West, Hernando, DeSoto County, Mississippi, and recorded in Plat Book 13, Page 38, in the Office of the Chancery Clerk of DeSoto County, Mississippi.

But this is a Partial Release and as to remaining property described in the aforesaid Deeds of Trust not heretofore released, the lien of said Deeds of trust is to remain in full force and effect.

The Clerk of the Chancery Court of aforesaid County is hereby authorized and directed to refer to this Partial Release by proper notation on the margin of said Deed of Trust.

WITNESS my signature, this the 9th day of October, 1975.

A.S. Ballard, Jr.

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., President of The Hernando Bank, Hernando, Mississippi, a Mississippi Corporation, who acknowledged that he signed and delivered the above and foregoing Partial Release on the day and year therein mentioned after being duly authorized so to do on behalf of said corporation.

GIVEN under my hand and official seal of office, this the 9th day of October, 1975.

Elois M. Barber
Notary Public

MY COMMISSION EXPIRES:
My Commission Expires Jan. 7, 1978

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 1 o'clock 30 minutes P. M. 9 day of Oct. 1975, and that the same has been recorded in Book 191 Page 640 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 10 day of Oct 1975.
Fees $ 2.50 pd.
SEAL H. L. Ferguson CLERK

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST Class C

STATE OF MISSISSIPPI, DeSoto County. } ss.

KNOW ALL MEN BY THESE PRESENTS: That the Bank of Walls, Branch Office of Tunica County Bank, Walls, Mississippi the beneficiary, does hereby certify that a certain trust deed bearing date the 21st day of March 19 73, made and executed by Everett Sing, (also Known as H. E. Sing) and wife Josie L. Sing of , to Bank of Walls, Branch Office of Tunica County Bank, Walls, Mississippi the above named beneficiary, and recorded in the office of the Chancery Clerk of DeSoto County, in the State of Mississippi in Real Estate Trust Deed Record No. 156 on page 367 of the Record of Trust Deeds, on the 27th 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 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.

O'Dell A. Sanders
President

STATE OF MISSISSIPPI, DeSoto County. } ss.

Personally came and appeared before me, the undersigned authority a Notary Public in and for County and State aforesaid, Walls, O'Dell Sanders, Pres. of Bank of who acknowledged that he signed and delivered the above and foregoing instrument on the day and date for the purpose therein mentioned.

Given under my hand and seal of office this 10th day of October A. D. 1975

Notary Public

My Commission Expires April 2, 1979

LAWRENCE-GARSWOOD 37544

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 Oct. 1975, and that the same has been recorded in Book 191 Page 641 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 10 day of Oct. 1975.
Fees $2.50 pd.
SEAL H. D. Ferguson, CLERK

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TRUST DEED CANCELLATION

For value received, Bankers Trust Savings and Loan Association hereby satisfies and authorizes cancellation of record of the deed of trust from Lazy "C" Ranch, Inc. to Bankers Trust Savings and Loan Association dated May 6, 1971, recorded in Book 128, Page 152, and the deed of trust from Cary Whitehead to Bankers Trust Savings and Loan Association dated October 10, 1973, recorded in Book 166, Page 617, all in the office of the Chancery Clerk of DeSoto County, Mississippi.

This the 25th day of September, 1975.

BANKERS TRUST SAVINGS & LOAN ASSOCIATION

BY _____
Vice President

STATE OF MISSISSIPPI

COUNTY OF HINDS

This day personally appeared before me, the undersigned authority in and for said County and State, George Hosey, as Vice President of Bankers Trust Savings & Loan Association, who acknowledged that he signed and delivered the above and foregoing Trust Deed Cancellation for and on behalf of Bankers Trust Savings & Loan Association and affixed thereto the seal of said association on the day and year therein mentioned.

Given under my hand and official seal of office this the 25th day of September, 1975.

_____
Notary Public

My Commission Expires:

My Commission Expires May 28, 1979

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 30 minutes A.M. 10 day of Oct. 1975, and that the same has been recorded in Book 191 Page 642 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 10 day of Oct. 1975.

Fees $ 2.50 pd.

SEAL H. L. Ferguson, CLERK

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CANCELLED BY AUTHORITY RECORDED IN BOOK
237 PAGE 255
THIS 29 DAY OF Jan. 19 79
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

WAYNE A. CLACKUM AND WIFE SUE CLACKUM (Being One and the Same Person as WANDA SUE CLACKUM),

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 FIVE THOUSAND TWO HUNDRED EIGHTEEN AND 56/100 - - - - - - - - - DOLLARS ($ 5,218.56) evidenced by one(1) promissory note of even date herewith in favor of the beneficiary, bearing interest at the rate of ten(10) per centum per ------ annum after maturity , providing for the payment of attorney's fees in case of default and being due and payable as follows, to-wit:

Forty-Eight (48) equal monthly payments of One Hundred Eight and 72/100 Dollars ($108.72) each, beginning on the 13th day of November, 1975, with a like payment due and payable on the 13th day of each and every successive month thereafter, the final payment being due and payable on the 13th day of October, 1979; or until paid in full.

WHEREAS, the said grantor desires to secure the prompt payment at maturity of the aforesaid indebtedness, as well as any extension of the same, or any part thereof, and any other or further indebtedness in the way of future advances hereunder, or otherwise, that the grantor, or either of them, may now or hereafter owe the beneficiary, as hereinafter provided:

NOW, THEREFORE, in consideration of the premises, and the further consideration of Ten Dollars ($10.00) cash in hand paid by the aforesaid trustee, the receipt of which is hereby acknowledged, the grantor does hereby convey and warrant unto the said trustee, the property situated in the County of DeSoto,

State of Mississippi, and more particularly described as follows, to-wit:

Lot 110, Section "B", Twin Lakes Subdivision, in Section 6, Township 2 South, Range 8 West, as shown on a map or plat thereof recorded in Plat Book 7, Page 52 in the Office of the Chancery Clerk of DeSoto County, Mississippi, to which plat reference is hereby made for a more particular description of said property.

Copyright Mississippi Bankers Association

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Together with all the hereditaments and appurtenances thereunto appertaining, as far as they may now or hereafter, during the term of this deed of trust, belong to or be used in connection with the occupancy of any building on the said land, or that may be hereafter erected thereon, all heating and ventilating apparatus, gas, electric light and other fixtures, whether attached to said premises or detached therefrom.

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary herein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment of interest as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other convenant herein contained, then and in that event the entire principal sum secured hereby with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, or the owner or holder of said note or notes, be and become at once due and payable, and the trustee herein named, or his successor or successors, shall, at the request of the beneficiary, or at the request of any owner or holder of the note or notes secured hereby, sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid. Such sale shall be made by giving notice of the time, place and terms of sale as required by Section 888 of the Mississippi Code of 1942 and amendments if any thereto, and the trustee shall make deed to the purchaser or purchasers. Should the beneficiary, or the owner or holder of the note or notes secured hereby be a corporation, then in such event a declaration of default to the trustee, and a request for sale hereunder, may be made by any officer thereof. If the land covered hereby is situated in two or more counties, or in two judicial districts of the same county, the trustee may sell the whole in any of the counties, or in either of the judicial districts of a county in which any part of the land lies. Out of the proceeds of sale the trustee shall first pay the cost of advertising and making the sale; and secondly, he shall pay whatever items may have been incurred and remain unpaid in the protection of this security; then he shall pay such of the items of indebtedness secured hereby as may be outstanding in the order of their maturity, and any balance remaining in his hands shall be delivered to the grantor, or to his proper representatives, agents or assigns.

It is agreed and understood, by and between the parties hereto that this conveyance is executed and intended to be, and is hereby made subject to the following covenants, stipulations and conditions, all of which shall be binding upon the parties hereto and each of them.

First. In addition to the indebtedness specifically mentioned above, and any and all extensions or renewals of the same, or any part thereof, this conveyance shall also cover such future and additional advances as may be made to the grantor, or either of them, by the beneficiary, not to exceed the sum of $125,000.00, the beneficiary to be the sole judge as to whether or not such future and additional advances shall be made. In addition to all of the above, it is intended that this conveyance shall secure, and it does secure any and all debts, obligations, or liabilities, direct or contingent, of the grantor herein, or either of them, to the beneficiary, whether now existing or hereafter arising at any time before actual cancellation of this instrument on the public records of mortgages and deeds of trust, whether the same be evidenced by note, open account, over-draft, endorsement, guaranty or otherwise.

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Second. The grantor will at all times during the continuance of this deed of trust keep the buildings and improvements on said premises insured against loss or damage by fire, storm, war damage and other hazard in such reliable insurance company, or companies, as may be acceptable to the beneficiary, for the maximum amount of insurance obtainable, or in such amount as may be approved by beneficiary, and all policies covering the same shall contain the proper loss payable clause, making all losses, if any, payable to the beneficiary, his successors or assigns, and shall be delivered to the beneficiary herein, or to the owner or holder of the notes secured hereby as additional security. In case of loss and payment by any insurance company, the amount of insurance money so paid shall be applied either on the indebtedness secured hereby, or in rebuilding or restoring the damaged building, or buildings, or it may be released to the grantor, as the beneficiary may elect. In the event of loss the grantor shall immediately give notice by mail to the beneficiary who may make proof of loss if same be not promptly made by the grantor. Each insurance company involved is hereby authorized, empowered and directed to make payment for any loss directly to the beneficiary instead of to the grantor and the beneficiary jointly.

Third. The grantor will pay all taxes and assessments, general or special, which may be assessed against the said land, premises or property, or upon the interest of the trustee or the beneficiary therein, or upon this deed of trust, or the indebtedness secured hereby, without regard to any law heretofore enacted or that may hereafter be enacted imposing payment of the whole or any part thereof upon either the trustee or beneficiary, and further will furnish annually to the beneficiary certificates or receipts of the proper officer showing full payment of all such taxes and assessments.

Fourth. That the rents, issues and profits of all and every part of the property here conveyed are specifically pledged to the payment of the indebtedness hereby secured, and all obligations which may accrue under the terms of this instrument. Upon the maturity of the indebtedness hereby secured, either by lapse of time or by reason of any default as herein provided, or if at any time it becomes necessary to protect the lien of this conveyance, the beneficiary, or any owner, or holder of the notes secured hereby, shall have the right to forthwith enter into and upon the property hereinbefore described and take possession thereof, and collect and apply the rents, issues and profits thereon upon the indebtedness secured hereby, or may, if it is so desired, have a receiver appointed by any court of competent jurisdiction to collect and impound the said rents, issues and profits and after paying the expense of such receivership apply the balance thereof to the payment of any indebtedness secured hereby.

Fifth. The failure on the part of the grantor to keep and perform each, any, and all of the covenants and stipulations of this deed of trust, or the passage by the State of Mississippi of any law imposing payment of the whole or any portion of any of the taxes aforesaid upon the trustee or the beneficiary, or upon the rendering by any court of competent jurisdiction of a decision that the stipulation or provision herein covering the payment of taxes or assessments is legally inoperative, shall give to the beneficiary or to the owner or holder of the notes secured hereby the option to at once declare the entire principal sum hereby secured with all interest and charges thereon, and all other amounts secured hereby at once due and demandable and to have the property advertised and sold by the trustee herein named, or his successor or successors, in accordance with the provisions of this conveyance hereinbefore set out. But in case such default consists in the failure to keep the said property insured or to pay the taxes herein required, the beneficiary, or the owner or holder of the said secured notes, may procure said insurance and pay said taxes and assessments, or redeem the property from tax sale if it has been sold; and any and all sums paid in procuring said insurance or in paying said taxes or assessments or in redeeming said property from tax sale, together with interest thereon at the rate herein stipulated from the date the same shall have been paid, shall be covered by this conveyance and shall be due and demandable on the date of the maturity of the interest installment which may become due under the terms of this instrument next after such additional items of expense are made or incurred. In case the beneficiary or the owner or holder of said secured notes elects to advance insurance premium and/or taxes, the receipt of an agent of the insurance company or companies in which said insurance is placed shall, with respect to such insurance premiums, be conclusive evidence as between the parties to this conveyance of the amount and fact of payment thereof; and the receipt of the proper public official, shall with respect to the taxes and assessments, aforesaid, be conclusive as between the parties to this conveyance of the amount and validity of said taxes or assessments and of the fact of the payment thereof.

Sixth. The beneficiary, or any owner or holder of the note secured hereby, may at pleasure, without giving formal notice to the original or any successor trustee, or to the grantor herein, and without regard to the willingness or inability of any such trustee to act, or to execute this trust, appoint another person or succession of persons to act as trustee herein, and such appointee or substitute shall have all the powers in the execution of this trust as are vested in the trustee herein named. If the beneficiary, or the owner or holder of the note secured hereby, be a corporation, such appointment may be made by its president, vice-president, assistant vice-president, secretary or treasurer.

Seventh. In case of foreclosure and sale of the property covered hereby, the beneficiary, or any owner or holder of the notes secured hereby, shall have the same right to purchase at said sale as if a stranger to this instrument.

Eighth. Grantor covenants that the premises and property covered hereby will at all times be used in a good and husbandlike manner, for lawful purposes only, and that waste will not be committed or suffered to be committed thereon.

Ninth. Whenever in this deed of trust the context so requires, the singular number shall include the plural, and the plural the singular; holder of the note or notes shall be deemed to refer to and include the owner of the debt, and the word beneficiary shall at any and all times include and mean the then holder of the note or notes secured hereby.

IN TESTIMONY WHEREOF, witness the signature of the grantor this the 6th day of Oct., 19 75.

Wayne A. Clackum
WAYNE A. CLACKUM

Sue Clackum
SUE CLACKUM (Being One and the Same Person as WANDA SUE CLACKUM)

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 WAYNE A. CLACKUM and SUE CLACKUM (Being One and the Same Person as WANDA SUE CLACKUM), his wife, who severally acknowledged that they signed and delivered the above and foregoing deed of trust on the day and year therein mentioned.

Given under my hand and official seal, this the 6th day of October, 19 75.

My Commission Expires: Apr. 3 1979

Mable B Hays
Notary Public

(SEAL)

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock 30 minutes A. M. 10 day of Oct. 1975, and that the same has been recorded in Book 191 Page 643 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 10 day of Oct. 1975.

Fees $ 5.00 pd.

SEAL H. H. Ferguson, CLERK

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Appointment of this instrument Recorded in Real Estate Book No. 193 Page 256 This the 23 day of Oct 75 A.D. [illegible] Clerk

Appointment of Successor Trustee of this instrument Recorded in Real Estate Book No. 208 Page 477 This 17 day of Feb 1977 [illegible] Clerk

DEED OF TRUST

THIS DEED OF TRUST is made this 3rd day of OCtober 19 75 among the Grantor, DANIEL KENENTH SCHRAUDT and wife, PEGGY ARLENE SCHRAUDT

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 whose address is 161 E. AMITE STREET, JACKSON, MISSISSIPPI (herein "Lender").

Borrower, in consideration of the indebtedness herein recited and the trust herein created, irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the County of DESOTO, State of Mississippi:

Lot 72, POINT REGENCY LAKESIDE HOMES as recorded in Plat Book 14, Pages 9 and 10 in the Office of the Chancery Court Clerk of DeSoto County, Mississippi and being in Section 19, Township 1 South, Range 7 West in DeSoto County, Mississippi, to which plat reference was made for a more particular description of said property.

CANCELLED BY AUTHORITY RECORDED IN BOOK 608 PAGE 746 THIS 23 DAY OF October 19 92 W.E. Davis Chancery Clerk by: Woodard, D.C.

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 Fifty & 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 November 1, 2005; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Deed of Trust; and the performance of the covenants and agreements of Borrower herein contained; and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances").

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any easements and restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any Future Advances secured by this Deed of Trust.

2. Funds for Taxes and Insurance. Subject to Lender's option under paragraphs 4 and 5 hereof, Borrower shall pay to Lender on the day monthly installments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments which may attain priority over this Deed of Trust, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender shall make no charge for so holding and applying the Funds or verifying and compiling said assessments and bills. Borrower and Lender may agree in writing at the time of execution of this Deed of Trust that interest on the Funds shall be paid to Borrower, and unless such agreement is made, Lender shall not be required to pay Borrower any interest on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Deed of Trust.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency within thirty days after notice from Lender to Borrower requesting payment thereof.

Upon payment in full of all sums secured by this Deed of Trust, Lender shall promptly refund to Borrower any Funds held by Lender.

If under paragraph 18 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Deed of Trust.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note and on Future Advances, if any, and then to the principal of the Note and to the principal of Future Advances, if any.

4. Charges; Liens. Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Deed of Trust, and ground rents, if any, at Lender's option in the manner provided under Paragraph 2 hereof or by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the event Borrower shall make payment directly, Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Deed of Trust; provided, that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall in good faith contest such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require; provided, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Deed of Trust.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid at Lender's option in the manner provided under paragraph 2 hereof or by Borrower making payment, when due, directly to the insurance carrier.

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender, and Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Deed of Trust is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Deed of Trust would be impaired, the insurance proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower or if Borrower fails to respond to Lender within 30 days after notice by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

If under paragraph 18 hereof the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof (to the extent of the sums secured by this Deed of Trust immediately prior to such sale or acquisition) resulting from damage to the Property prior to the sale or acquisition shall pass to Lender.

6. Preservation and Maintenance of Property; Leaseholds; Condominiums. Borrower shall keep the Property in good repair and shall not permit or commit waste, impairment, or deterioration of the Property and shall comply with the provisions of any lease, if this Deed of Trust is on a leasehold. If this Deed of Trust is on a condominium unit, Borrower shall perform all of Borrower's obligations under the declaration of condominium or master deed, the by-laws and regulations of the condominium project and constituent documents.

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs. Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, shall become additional indebtedness of Borrower secured by this Deed of Trust. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate stated in the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible by applicable law. Nothing contained in this paragraph 7 shall require Lender to incur any expense or do any act hereunder.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Deed of Trust such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Deed of Trust immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to Borrower.

If the Property is abandoned by Borrower or if after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days of the date of such notice, Lender is authorized to collect and apply the proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

10. Borrower Not Released. Extension of the time for payment or modification of amortization of the sums secured by this Deed of Trust granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Deed of Trust by reason of any demand made by the original Borrower and Borrower's successors in interest.

11. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any right or remedy hereunder. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Deed of Trust.

12. Remedies Cumulative. All remedies provided in this Deed of Trust are distinct and cumulative to any other right or remedy under this Deed of Trust or afforded by law or equity, and may be exercised concurrently, independently or successively.

13. Successors and Assigns Bound; Joint and Several Liability; Captions. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Deed of Trust are for convenience only and are not to be used to interpret or define the provisions hereof.

14. Notice. Any notice to Borrower provided for in this Deed of Trust shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address stated below, except for any notice required under paragraph 18 hereof to be given to Borrower in the manner prescribed by applicable law. Any notice provided for in this Deed of Trust shall be deemed to have been given to Borrower when given in the manner designated herein.

15. Uniform Deed of Trust; Governing Law; Severability. This form of deed of trust combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. This Deed of Trust shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Deed of Trust or the Note conflicts with applicable law, such conflicts shall not affect other provisions of this Deed of Trust or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Deed of Trust and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be furnished a conformed copy of this Deed of Trust at the time of execution or after recordation hereof.

17. Transfer of the Property; Assumption. If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Deed of Trust, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Lender may, at Lender's option, declare all the sums secured by this Deed of Trust to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale or transfer, Lender and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sums secured by this Deed of Trust shall be at such rate as Lender shall request. If Lender has waived the option to accelerate provided in this paragraph 17 and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Deed of Trust and the Note.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 14 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the

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expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 18 hereof.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

18. Acceleration; Remedies. Except as provided in paragraph 17 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Deed of Trust, including the covenants to pay when due any sums secured by this Deed of Trust, Lender prior to acceleration shall mail notice to Borrower as provided in paragraph 14 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Deed of Trust and sale of the Property. If the breach is not cured on or before the date specified in the notice, Lender at Lender's option may declare all of the sums secured by this Deed of Trust to be immediately due and payable without further demand, and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable attorney's fees.

If Lender invokes the power of sale, Lender shall send to Borrower, in the manner provided in paragraph 14 hereof, notice of Lender's election to sell the Property. Trustee shall give notice of sale by public advertisement for the time and in the manner prescribed by applicable law. Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder for cash at such time and place in DeSoto County as Trustee designates in the notice of sale in one or more parcels and in such order as Trustee may determine. Lender or Lender's designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property so sold without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all costs and expenses of the sale, including, but not limited to, reasonable Trustee's and attorney's fees and costs of title evidence; (b) to all sums secured by this Deed of Trust; and (c) the excess, if any, to the person or persons legally entitled thereto.

19. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Deed of Trust, Borrower shall have the right to have any proceedings begun by Lender to enforce this Deed of Trust discontinued at any time prior to sale of the Property pursuant to the power of sale contained in this Deed of Trust or at any time prior to entry of a judgment enforcing this Deed of Trust if: (a) Borrower pays Lender all sums which would be then due under this Deed of Trust, the Note and notes securing Future Advances, if any, had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Deed of Trust; (c) Borrower pays all reasonable expenses incurred by Lender and Trustee in enforcing the covenants and agreements of Borrower contained in this Deed of Trust and in enforcing Lender's and Trustee's remedies as provided in paragraph 18 hereof, including reasonable attorney's fees; and (d) Borrower takes such action as Lender may reasonable require to assure that the lien of this Deed of Trust, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Deed of Trust shall continue unimpaired. Upon such payment and cure by Borrower, this Deed of Trust and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

20. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 18 hereof or abandonment of the Property, Lender, in person, by agent or by judicially appointed receiver shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the Receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Deed of Trust. Lender and the receiver shall be liable to account only for those rents actually received.

21. Future Advances. Upon request of Borrower, Lender, at Lender's option prior to release of this Deed of Trust, may make Future Advances to Borrower. Such Future Advances, with interest thereon, shall be secured by this Deed of Trust when evidenced by promissory notes stating that said notes are secured hereby.

22. Release. Upon payment of all sums secured by this Deed of Trust, Lender or Trustee shall cancel this Deed of Trust without charge to Borrower. If Trustee is requested to cancel this Deed of Trust, all notes evidencing indebtedness secured by this Deed of Trust shall be surrendered to Trustee.

23. Substitute Trustee. Lender at Lender's option may from time to time remove Trustee and appoint a successor Trustee to any Trustee appointed hereunder by instrument recorded in the county in which this Deed of Trust is recorded. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon the Trustee herein and by applicable law.

IN WITNESS WHEREOF, Borrower has executed this Deed of Trust.

Daniel Kenneth Schraudt —Borrower

Daniel Kenneth Schraudt

Peggy Arlene Schraudt —Borrower

Peggy Arlene Schraudt

5647 Woodshire Drive, Southaven, Miss.
Property Address

STATE OF ~~MISSISSIPPI~~ tennessee, COUNTY OF Shelby ss:

Personally appeared before me, the undersigned authority in and for said County and State, the within named Daniel Kenneth Schraudt & Peggy Arlene Schraudt who acknowledged that t hey signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and seal of office, on this the 3rd day of October A.D. 19 75

My Commission expires:
6-5-79

Lee V. Hamberlin
Notary Public

STC 32700
sb

Prepared by: Lee V. Hamberlin, Attorney
60 North Second Street
Memphis, Tennessee 38103

STATE OF MISSISSIPPI, DeSOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock and 30 minutes A.M.

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 Oct. 1975, and that the same has been recorded in Book 191 Page 646 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 10 day of Oct. 1975.

Fees $5.50 pd.

SEAL H. D. Ferguson, CLERK

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CANCELLED BY AUTHORITY RECORDED IN BOOK 731 PAGE 783 THIS 25 DAY OF Oct., 19 94.
W. E. Davis CHANCERY CLERK
by: B. Brakenridge

Assignment of this instrument Recorded in Real Estate TD Book No. 192 Page 259
This the 23 day of Oct 19 75
D. D. Jernigan

DEED OF TRUST

THIS DEED OF TRUST is made this 2nd day of October, 19 75, among the Grantor, MARGIE L. HOLLAND

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 whose address is 161 E. Amite St., Jackson, Mississippi (herein "Lender").

BORROWER, in consideration of the indebtedness herein recited and the trust herein created, irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the County of Desoto, State of Mississippi:

Lot 70 in POINT REGENCY LAKESIDE HOMES as shown in Plat Book 14, Pages 9 and 10 in the Chancery Court Clerk's Office of DeSoto County, Mississippi and being situated in Section 19, Township 1 South Range 7 West of said County and State.

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 NINE HUNDRED AND NO/100 Dollars, with interest thereon, providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on NOVEMBER 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. 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.

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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.

Margie L. Holland
Margie L. Holland —Borrower

—Borrower

5653 Woodshire Drive
Southaven, Mississippi
Property Address

STATE OF TENNESSEE, Shelby COUNTY ss:

Personally appeared before me, the undersigned authority in and for said County and State, the within named MARGIE L. HOLLAND 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 2nd day of October A.D. 19 75

My Commission expires: 6-5-79

Lee V. Hamberlin
Notary Public
Lee V. Hamberlin

Prepared by:
Lee V. Hamberlin, Attorney
60 North Second Street
Memphis, Tennessee

STC#32701

STATE OF MISSISSIPPI, DeSOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock and 30 minutes A. M. 10

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock 30 minutes A. M. 10 day of Oct. 1975, and that the same has been recorded in Book 191 Page 650 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 10 day of Oct. 1975.
Fees $5.50 pd.
SEAL H. D. Ferguson, CLERK

38703

654

12516/B

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST Class C

STATE OF MISSISSIPPI, DeSoto County. } ss.

KNOW ALL MEN BY THESE PRESENTS: That Reid Dorr, Vice President

of Panola County Bank the beneficiary, does hereby certify that a certain trust deed bearing date the 10th day of April 19 74, made and executed by Earl Huitt Construction Co., Inc. of , to James McClure, Jr. Trustee for Panola County Bank, the above named beneficiary, and recorded in the office of the Chancery Clerk of DeSoto County, in the State of Mississippi in Real Estate Trust Deed Record No. 174 on page 121 of the Record of Trust Deeds, on the 18th day of April A. D. 19 74, is now fully paid and satisfied; and I do hereby authorize the Clerk of the Chancery Court of said DeSoto County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of said County also as provided by law.

PANOLA COUNTY BANK

BY: Reid Dorr, Vice-President

STATE OF MISSISSIPPI, Panola County. } ss.

Personally came and appeared before me, the undersigned authority in and for County and State aforesaid, Reid Dorr, Vice-President who acknowledged that he signed and delivered the above and foregoing instrument on the day and date for the purpose therein mentioned, on behalf of said Panola County Bank, after being duly authorized so to do.

Given under my hand and seal of office this 30th day of September A. D. 19 75

Jane D. Wade
Notary Public
My Commission Expires:
8/4/76

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 Oct. 1975, and that the same has been recorded in Book 191 Page 654 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 10 day of Oct. 1975.

Fees $ 2.50 pd.

SEAL H. L. Ferguson, CLERK

12566/B

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST Class C

STATE OF MISSISSIPPI, DeSoto County. } ss.

KNOW ALL MEN BY THESE PRESENTS: That Reid Dorr, Vice President

of Panola County Bank the beneficiary, does hereby certify that a certain trust deed

bearing date the 28th day of January 19 74, made and executed by Lee Garner

of Trustee for Panola County Bank, to James McClure, Jr.,

the above named beneficiary, and recorded in the office of the Chancery Clerk of DeSoto

County, in the State of Mississippi in Real Estate Trust Deed Record No. 170 on page 571

of the Record of Trust Deeds, on the 31st day of January A. D. 19 75, is now fully paid

and satisfied; and I do hereby authorize the Clerk of the Chancery Court of said 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.

PANOLA COUNTY BANK

BY: Reid Dorr

Reid Dorr, Vice-President

STATE OF MISSISSIPPI, } ss.
Panola County. }

Personally come and appeared before me, the undersigned authority

in and for County and State aforesaid, Reid Dorr, Vice-President who acknowledged that he signed and

delivered the above and foregoing instrument on the day and date for the purpose therein mentioned, on behalf of said Panola County Bank, after being duly authorized so to do.

Given under my hand and seal of office this 30th day of September A. D. 19 75

Jane P. Watts

Notary Public

My Commission Expires: 3/6/76

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 Oct. 1975, and that the same has been recorded in Book 191 Page 655 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 10 day of Oct. 1975.

Fees $2.50 pd.

SEAL H. P. Ferguson, CLERK

656

PARTIAL RELEASE

FOR VALUE RECEIVED the undersigned, BANKERS TRUST SAVINGS AND LOAN ASSOCIATION, a Mississippi corporation, does hereby release from the lien of that certain deed of trust executed by REEVES-WILLIAMS, INC., to Stuart Robinson, Trustee for Bankers Trust Savings and Loan Association, dated November 13, 1973 and recorded in the office of the Chancery Clerk of the State of Mississippi, in Book 170 at Page 489 thereof, the following described land and property lying and being situated in the of De Soto County, Mississippi, to-wit:

Lot 1226, GREENBROOK S/D, Section F, De Soto County, Mississippi.

Only the property specifically described above is released from the lien of said deed of trust, which deed of trust is to remain in full force and effect as to all other property described therein and not heretofore specifically released from the lien of same.

WITNESS THE SIGNATURE of Bankers Trust Savings and Loan Association, this the 6th day of October, A. D. 1975.

BANKERS TRUST SAVINGS AND LOAN ASSOCIATION

BY: B. J. Renfrow

B. J. Renfrow, Assistant Vice President

STATE OF MISSISSIPPI

COUNTY OF Hinds

Personally came and appeared before me, the undersigned Notary Public in and for said County and State, B. J. Renfrow, personally known to me to be an Assistant Vice President of Bankers Trust Savings and Loan Association, a Mississippi corporation, who acknowledged that for and on behalf of said corporation and as its act and deed, he signed and delivered the above and foregoing Partial Release on the day and year therein mentioned, and for the intent and purposes therein expressed, he being first duly authorized so to do by said corporation.

GIVEN under my hand and official seal of office, this the 6th day of October, A. D., 1975.

Carrie L. Sallis

NOTARY PUBLIC

My Commission Expires:
My Commission expires Aug. 12, 1978

L-D&L-4

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 Oct. 1975, and that the same has been recorded in Book 191 Page 656 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 10 day of Oct. 1975.

Fees $ 2.50 pd.

SEAL H. L. Ferguson, CLERK

657

PARTIAL RELEASE

FOR VALUE RECEIVED the undersigned, BANKERS TRUST SAVINGS AND LOAN ASSOCIATION, a Mississippi corporation, does hereby release from the lien of that certain deed of trust executed by REEVES-WILLIAMS, INC., a Mississippi Corporation, to Stuart Robinson, Trustee for Bankers Trust Savings and Loan Association, dated March 6, 1974, and recorded in the office of the Chancery Clerk of the State of Mississippi, in Book 173 at Page 509 thereof, the following described land and property lying and being situated in the of DeSoto County, Mississippi, to-wit:

Lots 1252, 1161, 1240 and 1250 of Section F, GREENBROOK S/D, DeSoto County, Mississippi

Only the property specifically described above is released from the lien of said deed of trust, which deed of trust is to remain in full force and effect as to all other property described therein and not heretofore specifically released from the lien of same.

WITNESS THE SIGNATURE of Bankers Trust Savings and Loan Association, this the 6th day of October, A. D. 1975.

BANKERS TRUST SAVINGS AND LOAN ASSOCIATION

BY: B. J. Renfrow

B. J. Renfrow, Assistant Vice President

STATE OF MISSISSIPPI

COUNTY OF Hinds

Personally came and appeared before me, the undersigned Notary Public in and for said County and State, B. J. Renfrow, personally known to me to be an Assistant Vice President of Bankers Trust Savings and Loan Association, a Mississippi corporation, who acknowledged that for and on behalf of said corporation and as its act and deed, he signed and delivered the above and foregoing Partial Release on the day and year therein mentioned, and for the intent and purposes therein expressed, he being first duly authorized so to do by said corporation.

GIVEN under my hand and official seal of office, this the 6th day of October, A. D., 1975.

Carrie D. Sells

NOTARY PUBLIC

My Commission Expires:

My Commission Expires Aug. 13, 1978

L-DL-4

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 20 o'clock 30 minutes A. M. 10 day of Oct. 1975, and that the same has been recorded in Book 191 Page 657 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 10 day of Oct. 1975.

Fees $2.50 pd.

CHAT H. H. Ferguson

658

PARTIAL RELEASE

Know all men by these presents that for and in consideration of the part payment of the indebtedness described in and secured by that certain Deed of Trust dated December 14, 1973 executed by Wallace E. Johnson Enterprises, Inc. to DeSoto Title Company as Trustee(s), Service Mortgage & Investment Co., Inc. as Beneficiary, which Deed of Trust is recorded in Book 170, Page 5, in the office of the Chancery Clerk of DeSoto County, Mississippi, the undersigned Service Mortgage & Investment Co., Inc., as Beneficiary named in said Deed of Trust, have bargained and sold and by these presents do bargain, sell, convey, remise, release and quitclaim unto the said Wallace E. Johnson Enterprises, Inc., the following described property located in DeSoto County, Mississippi, to-wit:

Lot 842, Section "D" Greenbrook Subdivision in Se ction 19, Township 1 South, Range 7 West, as per plat thereof recorded in plat book 9, pages 42-43 in the office of the Chancery Clerk of DeSoto County, Mississippi.

To have and to hold the aforesaid 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.

WITNESS our signatures this the 6th day of October, 1975.

ATTEST: W. M. Hussey
Asst Secy

SERVICE MORTGAGE & INVESTMENT CO., INC.

By: Roland Maddox
Exec. Vice Pres.

STATE OF TENNESSEE

COUNTY OF SHELBY

Personally appeared before me, the undersigned authority of law in and for the jurisdiction aforesaid, the within named Roland Maddox and W. M. Hussey who acknowledged that as Exec. Vice Pres. & Asst. Secy., respectively, for and on behalf of and by authority of Service Mortgage and Investment Co., Inc., they signed the above and foregoing instrument and affixed the corporate seal of said corporation thereto and delivered said instrument on the day and year therein mentioned.

GIVEN UNDER MY HAND and seal of office this the 6th. day of October, 1975.

Phyllis Thompson
NOTARY PUBLIC

My Commission Expires:
My Commission Expires March 26 1978

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 30 minutes A. M. 10 day of Oct. 1975, and that the same has been recorded in Book 191 Page 658 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 10 day of Oct. 1975.

Fees $ 2.50 pd.

SEAL H. L. Ferguson, CLERK

659

-5000135

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 341 of the record of deeds or deeds of trust in your office. Please mail this authority to cancel to Unifirst Federal Savings and Loan Association, Box 1818, Jackson, Mississippi 39205, when it has been executed.

THIS the 8th day of October, A.D., 19 75.

UNIFIRST FEDERAL SAVINGS AND LOAN ASSOCIATION, JACKSON, MISSISSIPPI, a Corp.

BY: G. R. Munton, Jr.

BY: Harold A. Hogue

STATE OF Mississippi

COUNTY OF Hinds

Personally appeared before me, the undersigned authority, in and for the State and County aforesaid, the within named G. R. Munton, Jr. and Harold A. Hogue, personally known to me to be the 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 8th day of October A.D., 19 75.

Notary Public

My Commission Expires: My Commission Expires March 4, 1979

LS 405

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 Oct. 1975, and that the same has been recorded in Book 191 Page 659 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 10 day of Oct. 1975.

Fees $ 2.50 pd.

SEAL H. P. Ferguson, CLERK

660

ORDER TO CLERK TO CANCEL DEED OF TRUST

TO THE CHANCERY CLERK OF
DESOTO COUNTY, MISSISSIPPI

You are hereby authorized, directed, instructed and empowered to mark "Fully Paid and Satisfied" and to cancel of record that certain Deed of Trust dated February 19, 1975 and given by Fairhaven Builders, Inc. to Donn A. Southern, trustee, for the benefit of Guaranty Trust Savings & Loan Association and which instrument is recorded in Deed Of Trust Book 183 page 411, Land Trust Deed Records DeSoto County, Mississippi, the same having been fully paid and satisfied.

Executed this the 22nd day of September, 1975.

GUARANTY TRUST SAVINGS & LOAN ASSOCIATION

By: Donald M. Brown
Donald M. Brown, President

ATTEST:
Shirley Harper
Shirley Harper, Assistant Secretary

STATE OF TENNESSEE

COUNTY OF SHELBY

This day personally came and appeared before me, the undersigned authority in and for said jurisdiction, Donald M. Brown and Shirley Harper, President and Assistant Secretary , respectively of the above corporation who acknowledge that they being first duly authorized so to do, did on the day and date set out therein sign, execute and deliver the foregoing instrument for and on behalf of said corporation.

WITNESS MY HAND and official seal of office, this the 22nd day of September 1975.

Jane B. Walker
Notary Public

My Commission expires April 11, 1978

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock 30 minutes A. M. 10 day of Oct. 1975, and that the same has been recorded in Book 191 Page 660 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 10 day of Oct. 1975.

Fees $ 2.50 pd.

SEAL H. D. Ferguson, CLERK

661

Form No. F-811

WHITEHAVEN - 15

Deed of Trust

This Indenture Made this the 30th day of Sept 19 73, by and between Frankie Leake and husband, Hayward Leake, Jr. of the first part, J. R. Wilson and J. N. Muir as Trustees, and of the second part, of the third part:

WITNESSETH, That the party of the first part, in consideration of the debt and trust hereinafter mentioned, and the sum of One Dollar, paid by the party of the second part, the receipt whereof is hereby acknowledged, does by these presents, CONVEY AND WARRANT unto the said party of the second part, and successors in trust, the following described real estate situated in the county of DeSoto and STATE OF MISSISSIPPI, to-wit:

3.34 acres, in the shape of a rectangle, situated in the Southwest Quarter of Section 27, Township 1, Range 7 West, as more particularly described ad follows, to-wit:

The South 3.34 acres of the North 5 acres of that certain 10 acre tract of land which was conveyed to Vervle Guy by D. B. Bridgforth by deed dated August 2, 1944, and of record in Book 31, Page 307, of the Deed Records of DeSoto County, Mississipi, and to which deed reference is hereby made for aid in description of said lands. Said 3.34 acres is a strip of land that is 176 feet long in a NOrth and South direction and 825 feet wide in an East and West direction, and is bounded on the West by Getwell Road and is bounded on the North by the .83 of an acre of land which was conveyed to Mary Lou Newsom by Vervle Guy and husband by deed dated January 27, 1969, and of record in the Deed Records of DeSoto County, Mississippi.

TO HAVE AND TO HOLD the same, together with all the rights, privileges and appurtenances thereunto belonging, including all rights of homestead, unto the party of the second part, and unto successors and assigns forever.

IN TRUST, however, to secure the payment of a debt evidenced by certain promissory notes executed concurrently with this deed of trust in the principal sum of Three Thousand Four Hundred Thirty-Nine 20/100 Dollars One promissory instalment note of even date herewith executed by Frankie Leake and husband, Hayward Leake, Jr., payable to the order of Union Planters National Bank at its place of business in Memphis, Tennessee, in the sum of $3,439.20 in twenty-four monthly payments being in the sum of $143.30 each on the 14th day of each month, beginning Nov. 14 1973, 19___, until the whole sum is paid with interest after maturity at thirteen percent per annum and any and all other amounts the said first party herein owes or shall hereafter during the tenure of this Trust Deed owe the Union Planters National Bank.

said notes representing a principal indebtedness of $ with annual interest thereon at the rate of per cent and all bearing per cent per annum after date, payable annually.

The party of the first part hereby COVENANTS and AGREES with the parties of the second and third part as follows:

TAXES—To pay all taxes, assessments and charges of every character which are now due or which may hereafter become liens on said real estate, also all taxes assessed in Mississippi against said second or third parties, or their assigns on the note, this deed of trust, or debt secured hereby, and to deliver to the third party receipts showing payment thereof, and, if not paid, the third party may pay such taxes, liens or assessments, and this deed of trust shall stand as security for the amount so paid, with interest, and the sum or sums so paid shall be immediately due and payable, and may be recovered from the party of the first part, with interest at the rate of eight per cent per annum. If such payment by the party of the first part cannot be legally made, the party of the third part or assigns may, at its option and without notice, declare the whole of the debt hereby secured due and payable.

INSURANCE—To keep the buildings on said premises insured in some responsible company, approved by the party of the third part, for the insurable value thereof, with the regulation mortgagee's subrogation clause attached, making said insurance payable, in case of loss, to the party of the third part, as his interest may appear, and deliver the policy and renewal receipts therefor to said third party. In case of failure to keep said buildings so insured, the holder of this deed of trust may effect such insurance, and the amount so paid shall be collectible from the party of the first part, with interest at eight per cent per annum, and this deed of trust shall stand as security therefor.

EXCESS CHARGES—That the said party of the third part shall not be liable for the payment of any charges or interest provided for in this deed of trust that may be found could not lawfully be made under the laws of the State of Mississippi, it being fully agreed and understood that it is the intention of the party of the third part that this deed of trust shall in all re-

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spects conform to the laws of said State, and should any payments be made by the party of the first part that are found to be contrary to the laws of said State, he shall be entitled to the return of all sums so paid, and this deed of trust shall not be affected thereby.

CONDITIONS OF SALE—Now, if the said first party shall pay the notes secured hereby and the interest thereon when due and well and truly keep and perform all of the foregoing covenants and agreements, then this instrument shall be void, and shall be released at the expense of said party of the first part, but if default be made in the payment of any of the indebtedness hereby secured or in the faithful performance of any of the agreements, as aforesaid, the whole debt secured hereby shall become due and payable at the option of the party of the third part, acting in person or by agent, and without notice, and the said party of the second part or successors in trust, may proceed to sell the real estate herein described, at public auction, for cash, at the front door of any court house or other building in the county where any of said lands are situated at the time of the sale, after first giving notice of the time, place and terms of sale, as required by law. Said sale may be postponed or adjourned from time to time without readvertising, and may be dismissed and not made. The acting trustee is authorized to appoint an agent and auctioneer to make such sale in his absence, which sale shall be as valid as if made by said trustee; and a cash deposit may be required as a condition for the acceptance of bids, and any of the parties hereto may become purchasers. The trustee shall execute and deliver a deed of conveyance to the purchaser, and all statements of fact in such deed relating to the non-payment of the money hereby secured, the existence of the indebtedness, notice of advertisement, sale, receipt of money and appointment of substituted trustee shall be prima facie evidence of the truth of such statement.

Out of the proceeds of such sale the trustee shall pay the expenses of executing this trust, including a reasonable fee for himself and his attorney, and the full amount of the debt hereby secured, and all sums which may have been paid by the party of the third part or assigns for taxes, repairs, insurance and other charges, with interest thereon at the rate of eight per cent per annum, in such order as the trustee may determine, and the remainder, if any, shall be paid to the party of the first part or his assigns.

The party of the third part or assigns may direct the trustee or his successors to sell the property hereby conveyed for the payment of only the matured portion of the indebtedness hereby secured, subject to the lien of the remaining indebtedness hereby secured, in which event the advertisement of sale shall so state, and any purchaser at such sale shall take the property subject to this deed of trust.

In the event maturity of the unpaid portion of the debt hereby secured is declared, but no sale is made, such declaration shall be held for naught, and the notes hereby secured shall be deemed to mature as provided on their face; and it is agreed that no sale made in good faith by the party of the second part or his successor shall be void if any portion of the debt hereby secured is in default at the time of such sale.

Should the trustees named herein fail, refuse or become unable to act, the party of the third part or the legal holders of a majority of the unpaid indebtedness hereby secured may, either directly or through attorney in fact, appoint a substituted trustee, who shall be clothed with all his powers; and as to any such substituted trustee like powers of appointment and substitution shall exist in favor of the party of the third part, his successors or assigns.

The property herein described being located in the State of Mississippi, this deed of trust and the notes and indebtedness hereby secured shall, without regard to the place of contract or of payment be construed and enforced according to the laws of the State of Mississippi, and with reference to the laws of which State the parties to this agreement are now contracting.

If more than one person joins in this instrument as party of the first part, it is agreed that whenever the words "party of the first part" occur they are to be read as if written "parties of the first part."

All erasures and interlineations were made before signing.

IN WITNESS WHEREOF, the said party of the first part, has hereunto set his hand and seal the day and year herein first written above.

Frankie Leake (SEAL)
Frankie Leake (SEAL)
(SEAL)
Hayward Leake, Jr. (SEAL)
(SEAL)
(SEAL)

STATE OF ~~Mississippi~~ Tenn
COUNTY OF ~~DeSoto~~ Shelby } ss. Acknowledgment.

Personally appeared before me, the undersigned Frankie Leake and husband, Hayward Leake, Jr. in and for the State and County aforesaid, the within-named Frankie Leake and husband, Hayward Leake, Jr. who acknowledged that the Y signed and delivered the foregoing trust deed on the day and year therein mentioned.

Given under my hand and seal, this the 30th day of Sept, 1975

Carolyn H. Oates
Notary Public.

MY COMMISSION EXPIRES FEB. 24, 1976

NOTARY PUBLIC

9439.20

Hill, Hill, Carter, Franzen & Muir
Attorneys at Law
Suite 1000 First National Bank
Memphis, Tennessee 38103

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 Oct. 1975, and that the same has been recorded in Book 191 Page 661 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 10 day of Oct. 1975.

Fees $ 3.00 pd.

SEAL H. P. Ferguson, CLERK