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 513, 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 257 and 291, 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.

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 8th day of October, 1975.

UNION PLANTERS NATIONAL BANK OF MEMPHIS

By: Robert P. Watson
Vice Pres.

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 8th 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 11 o'clock 08 minutes A M. 10 day of Oct. 1975, and that the same has been recorded in Book 192 Page 1 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 13 day of Oct 1975.

Fees $2.50 pd.

D. G. Jeffcoat

2

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST Class C

STATE OF MISSISSIPPI, DeSoto County. } ss.

KNOW ALL MEN BY THESE PRESENTS: That William R. Harbin and Robert L. Harbin

of _____ the beneficiary, does hereby certify that a certain trust deed bearing date the 10th day of October 19 74, made and executed by Frank James Christopher

_____ of _____, to _____

the above named beneficiary, and recorded in the office of the Chancery Clerk of DeSoto County, in the State of Mississippi in Real Estate Trust Deed Record No. 180 on page 384 of the Record of Trust Deeds, on the 10th 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 County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of said County also as provided by law.

William R. Harbin
William R. Harbin

Robert L. Harbin
Robert L. Harbin

TENNESSEE
STATE OF ~~MISSISSIPPI~~, ~~DeSoto~~ County. } ss.
SHELBY

Personally came and appeared before me, the undersigned authority notary public in and for County and State aforesaid William R. Harbin and Robert L. Harbin 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 day of October A. D. 19 75

My Commission Expires: June 11, 1979

Vivian C. Wright
Notary Public

LAWYERS-GREENWOOD 27844

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 1 o'clock 20 minutes P M. 10 day of Oct. 1975, and that the same has been recorded in Book 192 Page 2 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 13 day of Oct. 1975.

Fees $2.50 pd.

SEAL H. L. Ferguson, CLERK

Lot 1088

3

CANCELLED BY AUTHORITY RECORDED IN BOOK 239 PAGE 580
THIS 19 DAY OF March 1979
H. D. Ferguson
CHANCERY CLERK

Partial Release of this Instrument Recorded in Real Estate T10 Book
No. 234 Page 607
This 7th day of December 19 78
H. D. Ferguson CHCRK

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 11th day of June 19 75,

by and between Margolin Brothers Supply 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

- - - - - - - Five Hundred Sixty One Thousand and No/100 - - - - - - - - - - - - DOLLARS

($ 561,000.00), 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 Margolin Brothers Supply 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 any time obtain a release from lien of this instrument upon payment to the holder of the above described note the amount of Thirty Three Thousand ($33,000.00) Dollars 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 648 and 649, Section B, DeSoto Village Subdivision, in Section 34, Township 1 South, Range 8 West, as per plat thereof in Plat Book 8, Pages 12-15, in the office of the Chancery Clerk of DeSoto County, Mississippi.

Lots 1085, 1086, 1087, 1088, 1089, 1090, 1091, 1092, 1093, 1012, 1013, 1014, 1015, 1016, and 1017, Section C, DeSoto Village Subdivision, in Section 33, Township 1 South, Range 8 West, as per plat thereof recorded in Plat Book 10, Pages 2-8, in the office of the Chancery Clerk of 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. 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 on estimates approved by an appraiser of the holder.

It is understood and agreed that this conveyance is made subject to and the parties hereto have agreed on and are bound by and will observe and fulfill the following covenants, stipulations and conditions as obligatory upon the respective parties:

First: This deed of trust secures not only the aforementioned indebtedness but also such future and additional advances as may be made to the grantors, or either of them, by the beneficiary in a sum of not exceeding $100,000.00 (the beneficiary to be the sole judge as to whether or not any such future or additional advancements will be made), as well as any additional indebtedness heretofore, now, or hereafter contracted with the beneficiary by the grantors, or either of them, before the cancellation of record of this instrument, whether such indebtedness be represented by promissory notes, open account, over-draft or otherwise, including also any indebtedness of any grantor made as joint maker, surety, endorser or guarantor, together with all extensions and renewals of any of the aforementioned obligations, or any part thereof, and whether otherwise secured or not.

Second: The grantors herein shall pay all taxes and assessments, general or special, which may be levied or assessed upon the property herein described promptly when the same shall become due, and keep the improvements situated upon said land insured at all times during the continuance of this deed of trust against loss or damage by fire, storm and other hazard for the maximum amount of insurance obtainable or in such amount as may be approved by the beneficiary, in some solvent insurance company or companies authorized to do business in the state of Mississippi, and satisfactory to the said beneficiary, with standard mortgage clause attached in favor of said beneficiary, or the legal holder of said note or notes, and shall have the policy or policies of insurance assigned and delivered to the legal holder or holders of the indebtedness secured hereby, and on failure so to do, then the legal holder of the note or notes, or either of them, may pay said taxes and assessments, redeem the property from any tax sale, or sales, if it has been sold, and insure said property, pay the premiums, and have a lien for the same, with interest at the rate of six per centum per annum from date until paid, and the trustee herein shall have all of the powers of sale or otherwise, in reference to said payments as for default in the payments of the original indebtedness, and the failure to promptly repay the legal holder or holders of the said note or notes, or either of them, any money so expended, upon demand, shall render the whole indebtedness herein secured, at the option of the legal holder of said indebtedness immediately due and payable. In event of loss or damage to the premises by fire or other hazard, the Grantors will give immediate notice by mail to the Beneficiary, who may make proof of loss if not made promptly by the Grantors, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Beneficiary instead of to the Grantors and the Beneficiary jointly, and the insurance proceeds or any part thereof, may be applied by the Beneficiary at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this Deed of Trust, or other transfer of title to the said premises in extinguishment of the indebtedness secured hereby, all right, title, and interest of the Grantors in and to any insurance policies then in force shall pass to the purchaser or grantee.

Third: If default be made in any payment of any installment or principal or interest or of any indebtedness herein provided for when the same may become due and payable, then the whole of the indebtedness secured in and by this instrument may, at the option of the beneficiary, and without notice to the Grantors, be declared immediately due and payable.

Fourth: A failure on the part of the beneficiary to exercise any option herein contained in the event of default being made, shall not constitute a waiver of the beneficiary's right to exercise said option in the event of any subsequent default.

Fifth: In case the grantors or either of them, or their vendees of the property herein conveyed, immediate or remote, should become insolvent, or apply to a bankruptcy court to be adjudicated a voluntary bankrupt, or proceedings be instituted to put them in involuntary bankruptcy, or should any proceedings be taken against the grantors, or their said vendees, immediate or remote, or either of them, looking to the appointment of a receiver, assignee, or trustee, then, and in either or any such case, all rents becoming due thereafter on the property herein conveyed shall be due and payable to the beneficiary herein, to be applied on the indebtedness secured hereby, and the whole indebtedness hereby secured, may, at the option of the said Beneficiary, or any holder of said indebtedness, be declared due and payable.

Sixth: The grantors further bind themselves not to abandon said property and covenant that waste will not be committed or suffered to be committed thereon, and a breach of either of these agreements and conditions shall cause the entire indebtedness, secured hereby, to become due and payable at the option of the said Beneficiary, or any holder of said indebtedness. It is further agreed that in event the undersigned grantors fail to keep in as good state of repair as they now are, the buildings and appurtenances hereinabove conveyed, that the Beneficiary herein shall have the right at Beneficiary's option to make needed repairs, betterments or improvements, and that any expenditure for such purpose will be a legitimate indebtedness against the undersigned and against the property embraced in this deed of trust, and the cost of any such repairs, betterments or improvements will become a part of the debt secured by this instrument.

Seventh: When any payment shall be made to Beneficiary, by the grantors herein, the said Beneficiary, or the legal holder of said note or notes or other indebtedness, shall have the exclusive right to make application of said payments to any part of the indebtedness hereby secured which either of them may elect, whether the indebtedness to which said payments may be applied be specifically mentioned in this deed of trust or not.

Eighth: If the property conveyed herein should be situated in two or more counties or in two judicial districts of the same county, then the trustee or any successor in said trust, shall have full power, in case he is directed to foreclose under this instrument, to select in which county, or judicial district, the sale of all of the above property shall be made and his selection shall be binding upon the grantors and the Beneficiary and all persons claiming through or under them, whether by contract or by law. The trustee or any successor in said trust shall have full power to fix the day, time, terms and place of sale and shall also have full power to conduct any sale hereunder through an agent duly appointed by him for that purpose but said appointment of agent need not be recorded.

Ninth: The grantors waive the provisions of Chapter 248, Laws of Mississippi of 1934, and laws amendatory thereof, 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.

MARCOLIN BROTHERS SUPPLY COMPANY

SIDNEY M. KATZ
SENIOR VICE PRESIDENT

MARVIN LOSKOVE
SECRETARY

6

DeSoto Title Co., Inc.

STATE OF MISSISSIPPI

COUNTY OF_____

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

_____

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

Given under my hand and official seal, this the_____day of_____, 19____.

_____
Notary Public

My Commission expires_____

STATE OF ~~MISSISSIPPI~~ TENNESSEE

COUNTY OF SHELBY

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

Sidney M. Katz and Marvin Loskove

who severally acknowledged that they are Sr. Vice Pres. and Secretary respectively of

Margolin Brothers Supply Company, a corporation, and that for and on behalf of said corporation and as its act and deed, they signed, sealed and delivered the above and foregoing instrument of writing on the day and in the year therein mentioned, they having been first duly authorized so to do.

GIVEN under my hand and official seal, this the 11th day of June, 19 75.

Helen Light
Notary Public

My Commission expires My Commission Expires September 1, 1978

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 1 o'clock and 30 minutes P. M. 10 day of Oct 1975, and that the same has been recorded in Book 172 Page 3 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 13 day of Oct. 1975.
Fees $5.00 pd.
SEAL H. L. Ferguson, CLERK

DeSoto Title Co.

STATE OF MISSISSIPPI, DeSOTO COUNTY
I certify that the within instrument was filed for record at ____ o'clock and ____ minutes ____ M. on the ____ day of ____ 19____ 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

Ck. Deed To Title

THE HERNANDO BANK,
Grantor

TO

GEORGE H. LESTER, ET AL,
Grantees

PARTIAL RELEASE

For and in consideration of the sum of Ten Dollars ($10.), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, THE HERNANDO BANK, the beneficiary of the following Deeds of Trust:

(1) Deed of Trust dated December 21, 1972, of record in Real Estate Trust Deed Book 152, Page 69 of the land records of DeSoto County, Mississippi

(2) Deed of Trust dated November 8, 1974, of record in Real Estate Trust Deed Book 181, Page 302 of the land records of said County and State

(3) Deed of Trust dated April 16, 1975, of record in Real Estate Trust Deed Book 185, Page 72 of the land records of said County and State

does hereby release from the lien of said instruments the following land lying and being situated in Section Thirty-Five (35), Township One (1), Range Eight (8) West, in the Town of Horn Lake, DeSoto County, Mississippi:

COMMENCING at the Northeast corner of the Northwest Quarter of Section 35, Township 1, Range 8 West, DeSoto County, Mississippi; thence East along the North line of said section 50 feet to a point in the West right-of-way line of U. S. Highway 51; thence South along said right-of way line 454.29 feet to the Northeast corner of the described tract being the point of beginning; thence continuing South along said right-of-way line 300 feet to a point; thence West along the North line of the First Mississippi Corporation land 500 feet to a point; thence North parallel with the West right-of-way line of U. S. Highway 51 300 feet to a point; thence East parallel with the North line of the First Mississippi Corporation land 500 feet to the point of beginning, containing 3.44 acres, more or less, located in the Northwest Quarter of Section 35, Township 1, Range 8.

The lien of said Deeds of Trust are 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.

8

WITNESS MY SIGNATURE, this the 10th 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 Partial Release on the day and date therein mentioned, for and on behalf of the said THE HERNANDO BANK, being first duly authorized and empowered by said Bank to so do.

GIVEN under my hand and official seal of office, this the 10th 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 4 o'clock 45 minutes P. M. 10 day of Oct. 1975, and that the same has been recorded in Book 192 Page 7 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 13 day of Oct. 1975.

Fees $3.50 pd.

SEAL _____, CLERK

DEED OF TRUST

This indenture made this 30th day of September, 19 75, between Archie D. Foster and wife, LaJune Foster

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 $ 5,851.75, evidenced by one promissory note of even date due and repayable in 84 equal monthly installments of $ 69.67, ~~and one installment of $~~, the first installment due the 1st day of January, 19 76, and one installment due monthly thereafter until paid in full.

THEREFORE, in consideration of the premises and the sum of One Dollar, to the First Party paid by DeSoto Title Co., Inc. Trustee, the First Party have this day conveyed and warranted to the said Trustee the land in DeSoto County, Mississippi, described as follows, to-wit:

Lot 79 in Section A of Chickasaw Bluff Lakes Subdivision as shown on Plat appearing of record in Plat Book 6, pages 18-22 in the Chancery Court Clerk's office of DeSoto County, Mississippi, to which recorded plat reference is made for a more particular description. Said lot being situated in Section 7, Township 3, Range 9, .

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

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

Witness our signatures this the date written above.

Archie D. Foster

LaJune Foster

Grantors

STATE OF TENNESSEE)
COUNTY OF SHELBY)

Personally appeared before me, the undersigned authority of said County and State, the within named Archie D. Foster and wife, LaJune Foster, who acknowledged that they signed and delivered the above and foregoing deed of trust on the day and year therein mentioned as their free and voluntary act and deed and for the purposes therein expressed.

Given under my hand and official seal of office this the 30 day of September, 19 75.

Notary Public

My commission expires:

1-5-77

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 1 o'clock 30 minutes P. M. 10 day of Oct 1975, and that the same has been recorded in Book 125 Page 9 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 13 day of Oct. 1975.

Fees $2.50 pd.

SEAL H. W. Ferguson, CLERK

10

CANCELLED BY AUTHORITY RECORDED IN BOOK 238 PAGE 487
THIS 26 DAY OF Feb 1979
D. Ferguson
CHANCERY CLERK

FOR REAL ESTATE, CHATTEL OR BOTH

Frank James Christopher

To { DEED OF TRUST
Security Bank of Hernando

THIS INDENTURE, Made this 10th day of October 19 75
between Frank James Christopher, of the first part,
and Security Bank of Hernando, of the second part,

WITNESSETH, That whereas, said part y of the first part, being indebted to the said part y of the second part in the sum of Seven Thousand Three Hundred Thirty-Nine Dollars and 68/100 ($7,339.68) evidenced by a promissory note of even date, bearing 10% interest from maturity, due and repayable in 36 equal monthly installments of $203.88 each, first of said installments shall be due November 10, 1975 and one installment due each succeeding month thereafter until paid in full

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

One acre, more or less, in the Northeast Quarter of Section 24, Township 2 South, Range 8 West, DeSoto County, Mississippi, described as BEGINNING at the Southwest Corner of the Northeast Quarter of the said Section 24; thence along the half section line East 267.50 feet to a point in the center line of U. S. Highway 51; thence North 0 degrees 18 minutes 43 seconds East along the center line of said highway 108.00 feet to a point; thence South 89 degrees 41 minutes 17 seconds East 70.00 feet to a point in the U. S. Highway 51 East right of way line, said point being the Point of Beginning; thence North 0 degrees 18 minutes 43 seconds East along said right of way line 158.00 feet to a point; thence South 89 degrees 41 minutes 17 seconds East 275.72 feet to a point; thence South 0 degrees 18 minutes 43 seconds West 158.00 feet to a point; thence North 89 degrees 41 minutes 17 seconds West 275.72 feet to the point of beginning; per survey of Thomas, Gaudy, McCaskill, Greene dated September 27, 1974.

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

Witness my signature the date written above.

Witness

Witness

Frank James Christopher

STATE OF MISSISSIPPI, DeSOTO COUNTY

Personally appeared before me the undersigned authority of said County, the within named Frank James Christopher 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 10th day of October 19 75

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

Notary Public, Clerk

By D. C.

STATE OF MISSISSIPPI, DeSOTO COUNTY

Before me, of said County, this day personally appeared the above named

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 1 o'clock 30 minutes P. M. 10 day of Oct. 1975, and that the same has been recorded in Book 192 Page 10 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 13 day of Oct 1975.

Fees $ 2.50 pd.

SEAL H. D. Ferguson, CLERK

Bankers Trust Co.
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. Talley, D.C.

CANCELLED BY AUTHORITY, RECORDED IN BOOK
1292 PAGE 213
THIS 22nd DAY OF Feb. 2001.
W. E. Davis
CHANCERY CLERK
by: P. Starkey D.C.

USDA–FHA
Form FHA 427–1 MS
(Rev. 9–7–71)

Position 5

REAL ESTATE DEED OF TRUST FOR MISSISSIPPI
(INSURED LOANS TO INDIVIDUALS)

THIS INDENTURE, made and entered into this day, October 7, 1975,
(Date)
by and between the undersigned RUBYSTINE JONES, A SINGLE PERSON

residing in DeSoto County, Mississippi, whose post office address is 449 Hill Street, Hernando, Mississippi 38632, grantor(s), herein called "Borrower," and AARON R. COOLSBY,

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	$19,980.00	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

Lot No. 5, 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) 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 (or 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 8 o'clock and 50 minutes A. M. 13 day of Oct. 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

Rubystine Jones

RUBYSTINE JONES, A SINGLE PERSON

STATE OF MISSISSIPPI }
COUNTY OF DESOTO } ss: ACKNOWLEDGMENT

Personally appeared before me, the undersigned, a NOTARY PUBLIC in and for said County and State, the within-named RUBYSTINE JONES, A SINGLE PERSON ~~who~~ she who acknowledged that ~~he/she~~ 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.

Neatie B Hargett
(Signature)

NOTARY PUBLIC
(Title)

(SEAL) NOTARY PUBLIC DESOTO COUNTY, MISS.

My Commission Expires: My Commission Expires April 3, 1979

-15-

5.00 pd. H.W.H

GPO 834-792

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 8 o'clock
50 minutes A. M. 13 day of Oct. 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 13 day of Oct. 1975.

Fees $5.00 pd.

SEAL H. D. Ferguson, CLERK

15

FULLY PAID AND SATISFIED
DATE 12/20/21
UNITED STATES OF AMERICA
RURAL DEVELOPMENT
BY [signature]
Community Development Mgr.
PURSUANT TO AUTHORITY
CONTAINED IN 31 F.R. 14139

ATTEST
W. E. Davis CHANCERY CLERK
by: P. Stanley DC

USDA–FHA
Form FHA 427–1 MS
(Rev. 9–7–71)

Position 5

REAL ESTATE DEED OF TRUST FOR MISSISSIPPI
(INSURED LOANS TO INDIVIDUALS)

THIS INDENTURE, made and entered into this day, October 7, 1975,
(Date)
by and between the undersigned FRANK FULLER and wife, FLORIDA MAE T. FULLER

residing in DESOTO County, Mississippi, whose post office address is Route 1, 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	$22,750.00	8-1/8%	October 7,2008

And the note evidences a loan to Borrowes, and the Government, at any time, may assign the note and insure the payment thereof pursuant to the Consolidated Farmers Home Administration Act of 1961, or Title V of the Housing Act of 1949;

And when payment of the note is insured by the Government, the Government may retain the right to a specified portion of the payments on the note;

And a condition of the insurance of payment of the note will be that the holder will forego his rights and remedies against Borrower and any others in connection with the loan evidenced thereby, as well as any benefit of this instrument, and will accept the benefits of such insurance in lieu, thereof, and upon the Government's request will assign the note to the Government;

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

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

DeSoto

Lot No. 16, 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) 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 8 o'clock and 50 minutes A. M. 13 day of Oct. 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

J. Frank Fuller
FRANK FULLER, HUSBAND

Florida Mae T. Fuller
FLORIDA MAE T. FULLER, WIFE

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 FRANK FULLER and FLORIDA MAE T. FULLER, 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, 19 75.

(SEAL)

Notary Public, DeSoto Co., Miss.

My Commission Expires: My Commission Expires April 3, 1979

Mattie B. Hays
(Signature)

NOTARY PUBLIC
(Title)

5.00 pd. B. Wall

GPO 924-792

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 8 o'clock
50 minutes A. M. 13 day of Oct. 1975, and that the same has been
recorded in Book 192 Page 15 records of REAL ESTATE TRUST DEEDS
of said County.
Witness my hand and seal this the 13 day of Oct. 1975.

Fees $5.00 pd.

SEAL H. D. Ferguson, CLERK

PARTIAL RELEASE

For and in consideration of the sum of TEN DOLLARS ($10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, ---------- A. W. BOUCHILLON ---------- does hereby release from the lien of the Deed of Trust given by REEVES-WILLIAMS, INC., A Mississippi Corporation, ---------- for the benefit of the said A. W. Bouchillon ----------, which Deed of Trust is dated January 9 , 1975, and recorded in Deed of Trust Book 182 , Page 476 of the Trust Deed Records of DeSoto County, Mississippi, in the Office of the Chancery Court Clerk of DeSoto County, Mississippi, the following land lying and being situated in DeSoto County, Mississippi, described as follows, to-wit:

Lot No. 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.

SUBJECT TO: City of Hernando ordinances on subdivision and zoning; Rights-of-Way and Easements for public roads and public utilities, and Restrictive Covenants for said subdivision as recorded in Plat Book 13, Page 38 in said Clerk's Office.

In all other respects said Deed of Trust recorded in Deed of Trust Book 182, Page 476 shall remain in full force and effect.

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

WITNESS the signature of the Grantor this, the 10th day of October, 1975

A. W. Bouchillon

STATE OF MISSISSIPPI
COUNTY OF DeSOTO

THIS DAY personally appeared before me, the undersigned authority in and for said County and State, A. W. BOUCHILLON, who acknowledged that he signed and delivered the foregoing Partial Release on the date mentioned therein and for the purposes expressed.

GIVEN under my hand and Official Seal this, the 10th day of October, 1975.

(SEAL)

Notary Public

My Commission Expires: Expires 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. 13 day of Oct. 1975, and that the same has been recorded in Book 192 Page 19 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 13 day of Oct. 1975.

Fees $2.50 pd.

SEAL H. L. Ferguson, CLERK

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PARTIAL RELEASE

For and in consideration of the sum of TEN DOLLARS ($10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, ---------- A. W. BOUCHILLON ---------- does hereby release from the lien of the Deed of Trust given by REEVES-WILLIAMS, INC., A Mississippi Corporation, ---------- for the benefit of the said A. W. Bouchillon ----------, which Deed of Trust is dated January 9, 1975, and recorded in Deed of Trust Book 182, Page 476 of the Trust Deed Records of DeSoto County, Mississippi, in the Office of the Chancery Court Clerk of DeSoto County, Mississippi, the following land lying and being situated in DeSoto County, Mississippi, described as follows, to-wit:

Lot No. 5, Oak Grove Subdivision, Revised Plat, in Section 13, Township 3 South, Range 8 West (DeSoto County, Mississippi), as recorded in Plat Book 13, Page 38 in the Office of the Chancery Clerk of DeSoto County, Mississippi; to which plat reference is made for a more particular description of said lot.

SUBJECT TO: City of Hernando ordinances on subdivision and zoning; Rights-of-Way and Easements for public roads and public utilities, and Restrictive Covenants for said subdivision as recorded in Plat Book 13, Page 38 in said Clerk's Office.

In all other respects said Deed of Trust recorded in Deed of Trust Book 182, Page 476 shall remain in full force and effect.

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

WITNESS the signature of the Grantor this, the 10th day of October, 1975

A. W. Bouchillon

STATE OF MISSISSIPPI
COUNTY OF DeSOTO

THIS DAY personally appeared before me, the undersigned authority in and for said County and State, A. W. BOUCHILLON, who acknowledged that he signed and delivered the foregoing Partial Release on the date mentioned therein and for the purposes expressed.

GIVEN under my hand and Official Seal this, the 10th day of October, 1975.

(SEAL) NOTARY PUBLIC

My Commission Expires: Exp. 3 1979

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 8 o'clock 40 minutes A. M. 13 day of Oct. 1975, and that the same has been recorded in Book 192 Page 20 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 13 day of Oct. 1975.

Fees $ 2.50

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 consideration, the receipt and sufficiency of all of which is hereby acknowledged, ---------- A. W. BOUCHILLON ---------- does hereby release from the lien of the Deed of Trust given by REEVES-WILLIAMS, INC., A Mississippi Corporation, ---------- for the benefit of the said A. W. Bouchillon ----------, which Deed of Trust is dated January 9 , 1975, and recorded in Deed of Trust Book 182, Page 476 of the Trust Deed Records of DeSoto County, Mississippi, in the Office of the Chancery Court Clerk of DeSoto County, Mississippi, the following land lying and being situated in DeSoto County, Mississippi, described as follows, to-wit:

Lot No. 16, Oak Grove Subdivision, Revised Plat, in Section [illegible] Township 3 South, Range 8 West (DeSoto County, Mississippi), as recorded in Plat Book 13, Page 38 in the Office of the Chancery Clerk of DeSoto County, Mississippi; to which plat reference is made for a more particular description of said lot.

SUBJECT TO: City of Hernando ordinances on subdivision and zoning; Rights-of-Way and Easements for public roads and public utilities, and Restrictive Covenants for said subdivision as recorded in Plat Book 13, Page 38 in said Clerk's Office.

In all other respects said Deed of Trust recorded in Deed of Trust Book 182, Page 476 shall remain in full force and effect.

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

WITNESS the signature of the Grantor this, the 10th day of October, 1975

A. W. Bouchillon
A. W. Bouchillon

STATE OF MISSISSIPPI
COUNTY OF DeSOTO

THIS DAY personally appeared before me, the undersigned authority in and for said County and State, A. W. BOUCHILLON, who acknowledged that he signed and delivered the foregoing Partial Release on the date mentioned therein and for the purposes expressed.

GIVEN under my hand and Official Seal this, the 10th day of October, 1975.

Notary Public (SEAL)
Commission Expires: April 21 1979

Maggie B Hoyt
NOTARY PUBLIC

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 8 o'clock 40 minutes A. M. 13 day of Oct. 1975, and that the same has been recorded in Book 192 Page 21 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 13 day of Oct. 1975.

2.50

W. G. Ferguson

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PARTIAL RELEASE

For and in consideration of the sum of TEN DOLLARS ($10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, ---------- A. W. BOUCHILLON ---------- does hereby release from the lien of the Deed of Trust given by REEVES-WILLIAMS, INC., A Mississippi Corporation, ---------- for the benefit of the said A. W. Bouchillon ----------, which Deed of Trust is dated January 9, 1975, and recorded in Deed of Trust Book 182, Page 476 of the Trust Deed Records of DeSoto County, Mississippi, in the Office of the Chancery Court Clerk of DeSoto County, Mississippi, the following land lying and being situated in DeSoto County, Mississippi, described as follows, to-wit:

Lot No. 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.

SUBJECT TO: City of Hernando ordinances on subdivision and zoning; Rights-of-Way and Easements for public roads and public utilities, and Restrictive Covenants for said subdivision as recorded in Plat Book 13, Page 38 in said Clerk's Office.

In all other respects said Deed of Trust recorded in Deed of Trust Book 182, Page 476 shall remain in full force and effect.

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

WITNESS the signature of the Grantor this, the 10th day of October, 1975

A. W. Bouchillon

STATE OF MISSISSIPPI
COUNTY OF DeSOTO

THIS DAY personally appeared before me, the undersigned authority in and for said County and State, A. W. BOUCHILLON, who acknowledged that he signed and delivered the foregoing Partial Release on the date mentioned therein and for the purposes expressed.

GIVEN under my hand and Official Seal this, the 10th day of October, 1975.

(SEAL)

NOTARY PUBLIC

My Commission Expires: Apr 3 1979

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 8 o'clock 40 minutes A. M. 10 day of Oct. 1975, and that the same has been recorded in Book 192 Page 22 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 13 day of Oct. 1975.

Fees $ 2.50 pd.

SEAL

DEED OF TRUST

THIS INDENTURE, made this 3rd day of October, 1975 between CECIL R. ROBINSON and wife, JEWELL ROBINSON of the first part, and BRUCE HIPSHIRE 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 $2,100.00 EVIDENCED BY A PROMISSORY NOTE OF EVEN DATE, BEING DUE AND PAYABLE IN MONTHLY INSTALLMENTS OF $100.00 EACH, THE FIRST OF SAID INSTALLMENTS BEING DUE NOVEMBER 1, 1975 AND ALL SUBSEQUENT INSTALLMENTS BEING DUE ON THE 1st OF EACH MONTH THEREAFTER, UNTIL PAID IN FULL OR UNLESS SOONER PAID.

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

Lot 960, Section B, Desoto Village Subdivision in Section 34, Township 1 South, Range 8 West, as shown on recorded plat thereof in Plat Book 8, Pages 16 thru 21 in the Office of the Chancery Clerk of DeSoto County, Mississippi to which plat reference is hereby made for a more particular description.

THIS IS A 2nd 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 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, his assigns or legal representatives, can at any time appoint a Trustee to act in his stead.

WITNESS our signatures the date written above.

Cecil R. Robinson

Jewell Robinson

* *

STATE OF Mississippi, DeSoto COUNTY,

Personally appeared before me A Notary Public of said County, the within named Cecil R. Robinson & wife, Jewell Robinson 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 3rd day of October, 1975.

Lee V. Hamberlin
Notary Public

Lee V. Hamberlin

RETURN TO SECURITY TITLE CO.

My Commission Expires: 12-5-78

STC 32740 sb

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 11 o'clock 50 minutes A. M. 13 day of Oct. 1975, and that the same has been recorded in Book 192 Page 23 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 13 day of October 1975.

Fees $2.50 pd.

D. B. Ferguson

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CANCELLED BY AUTHORITY RECORDED IN BOOK 298
THIS 28 DAY OF Dec 1976
CHANCERY CLERK

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

DEED OF TRUST
LAND

THIS INDENTURE, this day made and entered into between H. R. Garner & Wife Lottie H. Garner

of the first part, hereinafter designated as the Grantor,

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

COAHOMA BANK, SOUTHAVEN BRANCH OF THE GRENADA BANK
of the third part, hereinafter designated as the Beneficiary.

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

Two Thousand Sixteen and No/100---------- DOLLARS

($ 2016.00) evidenced by promissory note of even date herewith in favor of the beneficiary, bearing interest at the rate of 6% per centum per annum ~~from~~ from maturity , providing for the payment of attorney's fees in case of default and being due and payable as follows, to-wit:

This note is due and payable in 24 equal monthly payments of $84.00 each, beginning on the 15th day of November 1975 and the like amount due on the 15th day of each succeeding month thereafter until paid in full.

The entire principal sum secured hereby with all interest and charges accrued thereon and all other amounts secured hereby shall at the option of the beneficiary of the owner or holder of said note or notes be and become at once due and payable in the event of the transfer or sale of the grantor of the property in the land covered hereby.

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 Reverse Side -

Copyright Mississippi Bankers Association

Lot No. 7, Dixie Hills Estate, Section 36, Township 2 South, Range 7 West, DeSoto County, Mississippi, as shown on plat appearing of record in plat Book No. 10, Pages 19-21 in the office of the Chancery Clerk of DeSoto County, Mississippi;

SUBJECT TO: Restrictive Covenants of said subdivision as recorded in Plat Book 10, Pages 19-21 in said Clerk's Office; Additional Restrictive Covenants of said subdivision as contained herein; Subdivision and Zoning rules and regulations of DeSoto County Health Department; and Rights-of-way and Easements for public roads and public utilities.

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 10th day of Oct. 19 75

H. R. Garner

Lattie H Garner

STATE OF MISSISSIPPI,
COUNTY OF De Soto

This day personally appeared before me, the undersigned authority, in and for the State and County aforesaid, the within named H. R. Garner and wife, Lattie H. Garner who severally acknowledged that They signed and delivered the above and foregoing deed of trust on the day and year therein mentioned.

Given under my hand and official seal, this the 10th day of October 1975

My Commission Expires: My Commission Expires January 18, 1978

David A. Castleberry
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 1 o'clock 15 minutes P M, 13 day of Oct. 1975, and that the same has been recorded in Book 192 Page 24 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 10th day of October 1975.

Fee $ 5.00 pd.

SEAL W. H. Ferguson CLERK

27

CANCELLED BY AUTHORITY RECORDED IN
227 PAGE 284
THIS 28 DAY OF June 19 78
H. D. Ferguson
CHANCERY CLERK

Branch Memphis-90 No. Mos 180

Sept. 25 19 75

Deed of Trust - Mississippi - Jim Walter Homes, Inc.

Whereas, STEVEN RAY ROBINSON AND BONNIE SUE ROBINSON
Bonnie Sue Robinson a/k/a Bonnie Hawkins Robinson

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 TWENTY EIGHT THOUSAND SEVEN HUNDRED EIGHTY TWO Dollars ($ 28,782) as evidenced by one certain promissory note of even date herewith made by the Grantor to the Beneficiary and payable in monthly installments of $ 159.90, the first of said installments being due and payable on the 5th day of DEC., 19 75, and a like installment on the 5th day of each and every month thereafter until the entire principal sum, together with interest from maturity at the rate of six per cent per annum has been paid in full;

WHEREAS, the Grantor is desirous of securing the payment of said indebtedness at the maturity thereof and renewals thereof in whole, or in part, and also any further and future advances to be made to the Grantor by the Beneficiary as well as any other indebtedness which may be due or become due to the Beneficiary by the Grantor in this deed of trust;

NOW, THEREFORE, in consideration of Five Dollars to him in hand paid by John H. Fox III hereinafter called Trustee, the receipt whereof is hereby acknowledged, the Grantor does hereby grant, bargain, sell, convey and warrant unto the John H. Fox III, Trustee, all the real estate in the County of DeSoto, State of Mississippi, described as follows:

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 south line of said quarter section to an iron pin; thence north 00 degrees 28 minutes 17 seconds west 1885.05 feet to an iton 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.

FOR SOURCE OF TITLE SEE BOOK 199 PAGE 366.

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

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Seventh: If the property conveyed herein should be situated in two or more counties or in two judicial districts of the same county, then the Trustee shall have full power, in case he is directed to foreclose under this instrument, to select in which county or judicial district the sale of all of the above property shall be made, and his selection shall be binding upon the Grantors and the Beneficiary and all persons claiming through or under them, whether by contract or by law. The Trustee shall have full power to fix the day, time, terms, and place of sale, and shall also have full power to conduct any sale hereunder through an agent duly appointed by him for that purpose, but said appointment of agent need not be recorded.

Eighth: The Grantors waive the provisions of Section 888 of the Code of Mississippi of 1942, and laws amendatory thereof, if any, as far as said Section restricts the right of the Trustee to offer at sale more than one hundred and sixty acres at a time, and the Trustee may offer the property herein conveyed as a whole, regardless of the manner in which it may be described. The Grantors also waive the provisions of Section 892 of the Mississippi Code of 1942.

Ninth: In case of the sale of the said property hereunder, the Beneficiary shall have the same right to purchase at such sale as if a stranger to this instrument.

However, this conveyance is in trust. Should the Grantor pay said indebtedness thereon at maturity, and any renewal thereof, and also all further and future advances to them by the Beneficiary, as well as any other indebtedness due or which may become due the Beneficiary, by the Grantors, and comply with all the terms, agreements and conditions of this instrument, then this conveyance shall be void, otherwise, at the request of said Beneficiary, or any legal holder of said indebtedness, or any part thereof, the Trustee herein named, or any succeeding Trustee, shall sell said property, or a sufficiency thereof to satisfy the indebtedness of every kind, hereby secured then unpaid, after having published notice of the time, place and terms of sale in the manner required by law, but the Trustee may sell at such time and such place as may be designated in the notice of such sale, being vested with discretion as to the time and place of sale, and not being required to make sale, or sales, at the time and place prescribed by the statute for sales under execution.

The Trustee's authority to sell shall not be exhausted upon making one sale, but he may make as many sales under this deed of trust as may be deemed advisable by the Trustee herein named, or any succeeding Trustee. Out of the proceeds arising from such sale or sales, the cost and expense of executing this trust, including a ten per cent Trustee's fee, which is hereby agreed to be a reasonable Trustee's fee and a reasonable attorney's fee, shall first be paid, next the amount of said indebtedness secured thereby then remaining unpaid, including the indebtedness herein described, and any further advance or advances and any amount expended on said property by the Beneficiary or Beneficiary's assigns, under the terms of this deed of Trust, and all interest and attorney's fees, and lastly, any balance of said proceeds remaining shall be paid to the Grantor.

The Beneficiary, or any subsequent holder of said indebtedness, or any part thereof is hereby authorized to appoint another Trustee in place and stead of and as successor to the Trustee herein named, or his successor or successors; such power of appointment may be exercised as often as the Beneficiary or holder of said indebtedness may desire, and shall continue as long as any part of the indebtedness hereby secured remains unpaid and such appointee shall have the same authority, title and powers as the Trustee herein named, and his acts shall have all the validity of the acts of the original Trustee.

It is covenanted and agreed that the terms "Grantor" and "Beneficiary" and "Trustee" for convenience herein employed, and any pronouns used in connection therewith, shall be construed to include the plural as well as the singular number, and the masculine, feminine and neuter gender, whenever and wherever the context so admits or requires; and that all covenants and obligations of the respective parties hereto shall extend to and be obligatory upon their heirs, legal representatives, successors and assigns.

WITNESS the signature of the Grantor this 25 day of September, 1975.

Steven Ray Robinson

Bonnie Hawkins Robinson

Witness: Terry Crowell

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, Terry Crowell one of the subscribing witnesses to the foregoing instrument, who, being first duly sworn deposeth and saith that he saw the within names Steven Ray Robinson and Bonnie Hawkins Robinson 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 Bonnie Hawkins Robinson, and Steven Ray Robinson husband and wife.

GIVEN under my hand and official seal, this the 25th day of September, 19 75.

NOTARY PUBLIC

MY COMMISSION EXPIRES AUGUST 29, 1978

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 11 o'clock 50 minutes A M. 13 day of Oct. 1975, and that the same has been recorded in Book 192 Page 27 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 13 day of Oct. 1975.

Fees $4.00 pd.

SEAL H. H. Ferguson, CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK 261 PAGE 558
THIS 29 DAY OF July 1980
W. D. Ferguson
CHANCERY CLERK

DEED OF TRUST WITH ASSIGNMENT OF RENTS

BENEFICIARY:
AVCO FINANCIAL SERVICES
Of Tennessee, Inc.
7830 Church St.
Millington, Tennessee

ACCOUNT NUMBER 11576

GRANTOR(S): THIS TRUST DEED PREPARED BY BENEFICIARY

LAST NAME	FIRST	INITIAL	SPOUSE'S NAME
DICUS,	HERMAN	LEE	JANICE

MAILING ADDRESS	STREET	CITY	STATE	ZIP
6824 Normandy,		Horn Lake,	Ms	38671

THIS DEED OF TRUST, made this 26th day of September, 19 75, between HERMAN L. DICUS and JANICE DICUS as GRANTOR(S) whose address is stated above, John Campbell, as TRUSTEE, and Avco Financial Services of Tennessee, Inc., as BENEFICIARY.

WITNESSETH: That Grantor for valuable consideration has this day bargained and sold, and does hereby transfer and convey to Trustee and its successors in trust, that certain property in the State of ~~Tennessee~~ Mississippi, De Soto County, described as follows, to wit:

Situated and being in Desoto County, Mississippi, Lot 933, Section "B", DeSoto Village Subdivision in Section 34, Township 1 South, Range 8 West as shown on Plat of record in Plat Book 8, page 12-15 in the office of the Chancery Clerk of DeSoto County, Mississippi being more particularly described as follows: Beginning at a point in the East line of Normandy Drive at the end of a 20 foot radius curve, said curve connecting the east line of Normandy Drive with the South line of Normandy Cove; thence South along the east line of Normandy Drive 70 feet to a point at the Northwest Corner of lot 934 of said subdivision; thence east 100 feet to a point at the Northeast Corner of said lot 934; thence North 71.7 feet to a point in the Southernly line of Normandy Cove at the Northwest Corner of lot 932 of said subdivision; thence Westwardly along the Southernly line of Normandy Cove 85.6 feet to a point at the beginning of said 20 foot radius curve; thence Southwestwardly along the arc of said curve 31.42 feet to thepoint of beginning.

Together with all buildings and improvements now or hereafter erected thereon and all heating, lighting, plumbing, gas, electric, ventilating, refrigerating and air-conditioning equipment used in connection therewith, all of which, for the purpose of this Trust Deed, shall be deemed fixtures and subject to the property above described, all of which is referred to hereinafter as the "premises".

TO HAVE AND TO HOLD said land and premises, with all the rights, privileges and appurtenances thereto belonging to Trustee and his heirs, executors, administrators, successors and assigns forever, upon the trusts and for the uses and purposes following, and none other:

Grantor also assigns to Beneficiary all rents, issues and profits of said premises, reserving the right to collect and use the same, with or without taking possession of the premises, during continuance of default hereunder, and during continuance of such default authorizing Beneficiary to enter upon said premises and/or to collect and enforce the same without regard to adequacy of any security for the indebtedness hereby secured by any lawful means.

FOR THE PURPOSE OF SECURING: (1) Performance of each agreement of Grantor contained herein; (2) Payment of the principal sum with interest as provided in accordance with the terms and provisions of a Promissory Note dated 9-26-75, and having its maturity date on 10-1-78, or as extended, deferred or rescheduled by renewal or refinance herewith executed by Grantor and payable to the order of Beneficiary, to which Promissory Note reference is hereby made; (3) Payment of any additional advances not exceeding, and this Deed Of Trust shall not secure more than, the aggregate sum of $ 6732.00, as may be hereafter loaned by Beneficiary to Grantor, or any of them. This paragraph shall not constitute a commitment to make additional loans in any amount; (4) Any other indebtedness or obligation of the Grantor, or any of them, to Beneficiary, and any present or future demands of any kind or nature which the Beneficiary or its successors may have against the Grantor, or any of them, whether created directly or acquired by assignment, whether absolute or contingent, whether due or not, whether otherwise secured or not, or whether existing at the time of the execution of this instrument, or arising thereafter; (5) The payment of any money that may be advanced by the Beneficiary to Grantor or to third parties, with interest thereon, where the amounts are advanced to protect the security or in accordance with the covenants of this Deed Of Trust.

All payments made by Grantor(s) on the said Promissory Note or this Deed Of Trust shall be applied in the following order:

FIRST: To the payment of taxes and assessments that may be levied and assessed against said premises, insurance premiums, repairs, and all other charges and expenses agreed to be paid by the Grantor(s).

SECOND: To the payment of interest due on said loan. THIRD: To the payment of principal.

Payments made upon any Installment Investment Certificate given as security for said Promissory Note, shall not be considered payments made upon said Promissory Note.

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TO PROTECT THE SECURITY HEREOF, GRANTOR(S) COVENANTS AND AGREES: (1) to keep said premises insured against fire and such other casualties as the Beneficiary may specify, up to the full value of all improvements for the protection of Beneficiary in such manner, in such amounts, and in such companies as Beneficiary may from time to time approve. (2) To pay all taxes and special assessments of any kind that have been or may be levied or assessed upon said premises, or any part thereof, and procure and deliver to Beneficiary ten (10) days before the day fixed by law for the first interest or penalty to accrue thereon, the official receipt of the proper officer showing payment of all such taxes and assessments. (3) In the event of default by Grantor(s) under Paragraphs 1 or 2 above, Beneficiary, at its option (whether electing to declare the whole indebtedness secured hereby due and collectible or not), may (a) effect the insurance above provided for and pay the reasonable premiums and charges therefor; (b) pay all said taxes and assessments without determining the validity thereof; and (c) such disbursements shall be deemed a part of the indebtedness secured by this Deed of Trust and shall be immediately due and payable by Grantor(s) to Beneficiary, or at Beneficiary's option, may be added to the amount of said principal debt as a part thereof with interest from the time of said payment at the highest rate allowed by law, and shall with interest, be covered by the security of this Deed of Trust. (4) To keep the buildings and other improvements now existing or hereafter erected in good condition and repair, not to commit or suffer any waste or any use of said premises contrary to restrictions of record or contrary to laws, ordinances or regulations of proper public authority, and to permit Beneficiary to enter at all reasonable times for the purpose of inspecting the premises; to complete within one hundred eighty days or restore promptly and in a good and workmanlike manner any building which may be constructed, damaged or destroyed thereon, and to pay, when due, all claims for labor performed and materials furnished therefor; (5) That he will pay, promptly the indebtedness secured hereby, in full compliance with the terms of said Promissory Note and this Deed of Trust, and that the time of payment of the indebtedness hereby secured, or of any portion thereof, may be extended or renewed, and any portions of the premises herein described may, without notice; be released from the lien hereof, without releasing or affecting the personal liability of any person for the payment of said indebtedness or the lien of this instrument upon the remainder of said premises for the full amount of said indebtedness then remaining unpaid. (6) That he is seized of the premises in fee simple and has good and lawful right to convey the same; and that he does hereby forever WARRANT and will forever DEFEND the title and possession thereof against the lawful claims of any and all persons whatsoever. (7) Not to sell, encumber, or otherwise dispose of the property or place any lien or give any Mortgage upon said property, without written consent of the Beneficiary. (8) If the Promissory Note secured hereby, is also secured by an Installment Investment Certificate, he will pay promptly the installments required thereby, in full compliance with the terms of said Installment Investment Certificate.

IT IS MUTUALLY AGREED THAT: (1) If the said Grantor(s) shall fail or neglect to pay said Promissory Note as the same may hereafter become due, or upon default in the performance of any agreement hereunder, or any payment or payments of said Investment Certificate are not paid when due, or upon sale, encumbrance or other disposition of the premises by Grantor(s), or should any action or proceeding be filed in any court to enforce any lien on, claim against or interest in the premises, then all sums owing by the Grantor(s) to the Beneficiary under this Deed of Trust or under the Promissory Note secured hereby shall immediately become due and payable at the option of the Beneficiary. (2) In the event of such default, Trustee, or its successors in trust, or assigns, is hereby empowered and authorized upon the request of Beneficiary, to sell the same at public auction, to the highest and best bidder, for cash, in bar of all equities of redemption, homestead, dower, and all other rights of exemptions of every kind, of the Grantor(s) in accordance with section 35-501 of the Tennessee code annotated, as amended. Grantor(s) hereby waive(s) the necessity of said Trustee, or successors in trust, or assigns, making oath, filing inventory, or giving bond as security for the execution of this trust. Beneficiary may bid at any sale under this conveyance. In case of the sale of said land and premises under this Deed of Trust, the proceeds shall be applied by the Trustee as follows: First, to the payment of the costs and expenses of executing this trust, including a five per cent commission to the Trustee, and any and all sums the Beneficiary, or assigns, or the Trustee, may have expended or become liable for on account of the cost of litigation, attorney's fees, taxes, insurance premiums, or any advances made, or expenses incurred on account of the aforesaid property, with interest thereon; Second, to the payment of said note and interest, or any balance due thereon in full; Third, the balance the Trustee will hold subject to the order of Grantor.

(3) Beneficiary may appoint a successor trustee at any time by filing for record in the mortgage records of each county in which said Deed of Trust is recorded, a Substitution of Trustee. From the time the substitution is filed for record, the new trustee shall succeed to all the powers, duties, authority and title of the trustee named herein or of any successor trustee.

(4) Grantor(s) agrees to surrender possession of the hereinabove described premises to the Purchaser at the aforesaid sale immediately after such sale. In the event such possession has not previously been surrendered by Grantor(s), and upon failure to vacate, Grantor(s) shall pay to the purchaser the reasonable rental value of the premises or at purchaser's option, may be summarily dispossessed in accordance with the law applicable to tenant's holding over.

(5) If said note and interest be paid when due, and the agreements herein provided by faithfully performed, and nothing is owing under the provisions of this Deed, then this conveyance ceases and becomes null and void, and release and satisfaction thereof will be made at the cost of the Grantor.

(6) Should said property or any part thereof be taken by reason of any public improvement or condemnation proceeding, Beneficiary shall be entitled to all compensation, awards, and other payments or relief therefor.

(7) All Grantors shall be jointly and severally liable for fulfillment of their covenants and agreements herein contained.

(8) Invalidity or unenforceability of any provisions herein shall not affect the validity and enforceability of any other provisions.

IN WITNESS WHEREOF the said Grantor has to these presents set hand and seal this day and year first above written.

Signed sealed and delivered in the presence of:

Herman Lee Dicus (SEAL)
Grantor-Borrower
Herman Lee Dicus

Janice Dicus (SEAL)
Grantor-Borrower
Janice Dicus

STATE OF TENNESSEE, COUNTY OF Shelby ss.

Personally appeared before me, _____, a Notary Public in and for said County and State, the within named Herman Lee Dicus and Janice Dicus the bargainors, with whom I am personally acquainted and who acknowledged that they executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Millington, Shelby, Tennessee this 26 day of September, 1975.

My Commission Expires 7/8/78

John E McDonald
Notary Public

Return to Record Suite Memphi

By

Received [illegible] at 11:58 Noted in Book Recorded in Book Recording Fee $

STATE OF TEN

RE

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STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 11:58 o'clock A. M. 13 day of Oct. 1975, and that the same has been recorded in Book 192 Page 29 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 13 day of Oct. 1975.

Fees $ 3.50 paid.

SEAL H. D. Ferguson, CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK
197 PAGE 143
THIS 10 DAY OF March 1976
R. B. Ferguson
CHANCERY CLERK

DEED OF TRUST

FOR VALUE RECEIVED, the undersigned DWIGHT HOMES SOUTH, 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 291, 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.

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:

($ 27,240.00) Twenty-Seven Thousand Two Hundred Forty & no/100 Dollars due on or before Nine (9) months from date with interest due and payable monthly until all principal and interest is paid in full,

as provided in Promissory Note of even date

bearing interest at the rate ~~as provided~~ 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 885 and amendments thereto of the Mississippi Code of 1942; and as to personal property shall be at such time, place and upon such notice as is required by law for the sheriff's sale of like property made under execution; and in case said land is situated in more than one county, the sale may be made in either county at the Trustee's discretion but shall be advertised in all counties where situated; and in case of personal property, it shall not be necessary that the Trustee actually have such property on hand at the place of sale. Out of the proceeds of the sale, the Trustee shall pay all indebtedness of every kind secured by this Deed of Trust, including a reasonable trustee's fee and the expenses of executing this trust.

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

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

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

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

Witness the signature of the Grantor, this 7th day of October 19 75

DWIGHT HOMES SOUTH, INC.

By: W. D. Crawford, Jr., President

ATTEST:

Wayne D. Crawford, Vice President

STATE OF MISSISSIPPI,)

COUNTY OF DESOTO)

Personally appeared before me, the undersigned authority in and for said County and State, the within-named W. D. Crawford, Jr. and Wayne D. Crawford, as President and Vice President, respectively, for and on behalf of DWIGHT HOMES SOUTH, 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 7th day of October 19 75

Notary Public

My Commission Expires Feb. 19, 1976

DEED OF TRUST

STATE OF MISSISSIPPI,
COUNTY OF

I, the undersigned
County, hereby
was filed for
on the
and the same
Page
Witness my
of

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 October 1975, and that the same has been recorded in Book 192 Page 31 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 14 day of October 1975.

Fees $ 3.50 pd.

SEAL H. L. Ferguson, CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK
197 PAGE 134
THIS 10 DAY OF March 1976
H. D. Ferguson
CHANCERY CLERK

DEED OF TRUST

FOR VALUE RECEIVED, the undersigned DWIGHT HOMES SOUTH, 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 257, 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.

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:

($31,125.00) Thirty-One Thousand One Hundred Twenty-Five & no/100 Dollars due on or before Nine (9) months from date with interest due and payable monthly until all principal and interest is paid in full,

as provided in Promissory Note of even date bearing interest at the rate ~~XXXXXXXXXXXXX~~ 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 whatsbever, 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 7th day of October 19 75

ATTEST:

Wayne D. Crawford

Wayne D. Crawford, Vice President

DWIGHT HOMES SOUTH, INC.

By: W. D. Crawford

W. D. Crawford, 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 W. D. Crawford, Jr. and Wayne D. Crawford, as President and Vice President, respectively, for and on behalf of DWIGHT HOMES SOUTH, 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 7th day of October 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 10 o'clock 20 minutes A. M. 9 day of October 1975, and that the same has been recorded in Book 192 Page 33 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 14 day of October 1975.

Fees $3.50 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 consideration, the receipt and sufficiency of all of which is hereby acknowledged, COAHOMA NATIONAL BANK, Southaven, Mississippi, does hereby release from the lien of the Deed of Trust given by CHARLES TAYLOR REALTY, INC. to H. R. Garner, Trustee, for the benefit of COAHOMA NATIONAL BANK, Southaven, Mississippi, which Deed of Trust is dated December 14, 1972, and recorded in Deed of Trust Book 152, Page 249 in the Office of the Chancery Clerk of DeSoto County, Mississippi, the following land lying and being situated in DeSoto County, Mississippi, described as follows, to-wit:

Lot no. 7, Dixie Hills Estate, Section 36, Township 2, Range 7, DeSoto County, Mississippi, as shown on plat appearing of record in Plat Book 10, Pages 19-21 in the Office of the Chancery Clerk of DeSoto County, Mississippi.

In all other respects said Deed of Trust recorded in Deed of Trust Book 152, Page 249 shall remain in full force and effect.

The Chancery 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 10th day of October, 1975.

COAHOMA NATIONAL BANK
Southaven, Mississippi

By R. M. Vaughn
(Name)
Loan Officer
(Title)

STATE OF MISSISSIPPI
COUNTY OF DESOTO

THIS DAY personally appeared before me, the undersigned authority in and for said County and State, (Name) Rex M. Vaughn, the Loan Officer (Title) of COAHOMA NATIONAL BANK, Southaven, Mississippi, who acknowledged that he signed and delivered the foregoing Partial Release on the date mentioned therein and for the purposes expressed as the act and deed of said bank after being duly authorized so to do.

GIVEN under my hand and Official Seal this, the 10 day of Oct., 1975.

(SEAL)

NOTARY PUBLIC

My Commission Expires:

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 1 o'clock 15 minutes P. M. 13 day of October 1975, and that the same has been recorded in Book 192 Page 35 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 14 day of October 1975.

Fees $2.50 pd.

SEAL H. R. Ferguson, CLERK

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Paid, Satisfied and Cancelled
This 1st day of April 1977
The Hernando Bank
by B F Ewell Jr V/P
Attest
Chancery Clerk

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

DEED OF TRUST
LAND

THIS INDENTURE, this day made and entered into between

John E. Pearson and wife, Jewell M. Pearson

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

Eight Thousand Three Hundred Forty-One and 80/100----------DOLLARS

($ 8,341.80) 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 Thirty-Nine and 03/100 Dollars ($139.03), with the first payament being due and payable on or before November 5, 1975, with the same amount being due and payable on or before the 5th day of each month thereafter until paid in full.

Parties of the first part reserve the right to prepay all or any part of said indebtedness 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.

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 20, Windcrest Subdivision in Section23, Township 1 South, Range 7 West, as per plat thereof recorded in plat book 10, pages 47-50 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.

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

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

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

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

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

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

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

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

IN TESTIMONY WHEREOF, witness the signature of the grantor this the 7th day of October 19 75

John E. Pearson

John E. Pearson

Jewell M. Pearson

Jewell M. Pearson

STATE OF MISSISSIPPI,
COUNTY OF DESOTO

This day personally appeared before me, the undersigned authority, in and for the State and County aforesaid, the within named John E. Pearson and wife, Jewell M. Pearson who severally acknowledged that they signed and delivered the above and foregoing deed of trust on the day and year therein mentioned.

Given under my hand and official seal, this the 7th day of October 19 75.

My Commission Expires: September 2, 1979

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. 14 day of October 1975, and that the same has been recorded in Book 192 Page 36 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 14 day of October 1975.

Fees $ 5.00 pd.

H. G. Ferguson, D.C.

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

Donald L. Jolley and wife, Nancy Lu Jolley

to G. L. Oates , Trustee for the use and benefit of Wortman & Mann, Inc. beneficiary on the 2nd 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 139 and re-recorded in Book 191 at Page 53 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 $ 38,500.00 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 13th 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 13th 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 Ho minutes A M. 14 day of October 1975, and that the same has been recorded in Book 192 Page 39 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 14 day of October 1975.

Fees $ 2.60 pd.

SEAL H. L. 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

J. C. Allen and wife, Nancy C. Allen

to G. L. Oates , Trustee for the use and benefit of Wortman & Mann, Inc. beneficiary on the 12th 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 461 in the Office of the Chancery Clerk of DeSoto County Mississippi , all our right, title and interest in and to said Deed of Trust and the lands described therein, together with the indebtedness in the original principal amount of $ 28,500.00 thereby secured.

IN WITNESS WHEREOF the undersigned has caused this assignment to be executed by its duly authorized officers, and its corporate seal to be affixed thereto on the 10th 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 10th 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 no minutes A. M. 14 day of October 1975, and that the same has been recorded in Book 192 Page 40 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 14 day of October 1975.

Fees $ 2.50 pd.

SEAL _____, CLERK

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST Class C

STATE OF MISSISSIPPI, DeSoto County. } ss.

KNOW ALL MEN BY THESE PRESENTS: That The Hernando Bank of Hernando, Mississippi the beneficiary, does hereby certify that a certain trust deed bearing date the 4th day of April 1975, made and executed by Charles J. Moore and Vicki J. Moore 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 490 of the Record of Trust Deeds, on the 8th 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. This the 10th day of Oct, 1975.

THE HERNANDO BANK

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

STATE OF MISSISSIPPI, DeSoto County. } ss.

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

Given under my hand and seal of office this 10th day of Oct A. D. 1975

My Commission Expires Jan. 7, 1978

Eloia M. Barbee

LAWYERS-GREENWOOD STAMP

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock two minutes A. M. 14 day of October 1975, and that the same has been recorded in Book 192 Page 41 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 14 day of October 1975.

Fees $ 2.50 pd.

SEAL H. D. Ferguson, CLERK

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CANCELLED BY AUTHORITY. RECORDED IN BOOK
550 PAGE 124
THIS 6 DAY OF Aug 19 91
W. E. Davis
Chancery Clerk by DC/DC

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

DEED OF TRUST
LAND

THIS INDENTURE, this day made and entered into between Hernando Lumber Company, Inc.

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 Thousand and No/100 - - DOLLARS

($ 30,000.00) evidenced by one promissory note of even date herewith in favor of the beneficiary, bearing interest at the rate of 9½ 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: 6 monthly installments of $5,000.00 each, beginning Nov. 15, 1975

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

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

State of Mississippi, and more particularly described as follows, to-wit: The land in DeSoto County, Ms. described as follows, to-wit: Lot 5 in the Town of Hernando, DeSoto County, Ms on Section 18, Township 3, Range 7 West as shown by the official map of the Town of Hernando on file in the office of the Chancery Clerk of DeSoto County, and being the same land conveyed to the Hernando Lumber Company, Inc. by deed dated January 23, 1965 as of Record in Deed Book 61, Page 43, in the office of the Chancery Clerk of DeSoto County with improvements thereon.

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

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

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

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

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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 13 day of Oct 19 75

HERNANDO LUMBER COMPANY, INC.

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

Earnest L. Sowell, Jr. 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 13th day of Oct. 19 75

My Commission Expires Jan. 7, 1978

My Commission Expires: Eleanor B. Sowell
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock
A. M. 14 day of October 1975, and that the same has been
recorded in Book 192 Page 42 records of REAL ESTATE TRUST DEEDS
of said County.
Witness my hand and seal this the 14 day of October 1975.

Fees $ 5.00 pd.

SEAL H. D. Ferguson, CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK 706 PAGE 242
THIS 16 DAY OF May, 19 94
W. E. Davis
CHANCERY CLERK
By: N. Bellam D.C.

DEED OF TRUST

THIS DEED OF TRUST is made this _____ day of _____, 19____, among the Grantor, -------GERALD ROBERT COX and wife, JO ELLEN COX---------- (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 18, Section "B", A. E. Allison Subdivision in Section 20, Township 2 South, Range 6 West, as shown on the recorded plat of said subdivision in Plat Book 7, Pages 42 and 43, in the office of the Chancery Clerk of DeSoto County, Mississippi.

Mississippi Valley Title Insurance Company
Assignment of this instrument recorded in
Book Deeds 510
at
No. 5214 Page 169
This the 23 day of July, 1992
W. E. Davis
By: Blackland, 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-Two Thousand Eight Hundred Dollars, with interest thereon, providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on -----November 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

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

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

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

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

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

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

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

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

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

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

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

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

Gerald Robert Cox
Gerald Robert Cox —Borrower

Jo Ellen Cox
Jo Ellen Cox —Borrower

Rt. 2, Box 601, Bethel Road
Olive Branch, 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 ------Gerald Robert Cox and wife, Jo Ellen Cox---------- who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and seal of office, on this the 10th day of October, A.D., 19 75.

My Commission expires:
April 9, 1979.

Edna E. Camp
Notary Public

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

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock
40 minutes A. M. 14 day of October 1975, and that the same has been
recorded in Book 192 Page 45 records of REAL ESTATE TRUST DEEDS
of said County.
Witness my hand and seal this the 14 day of October 1975.

Fees $ 5.00 pd.

SEAL H. L. Ferguson, CLERK

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

RELEASE

(Mississippi)

All indebtedness secured by a certain Deed of Trust from WAGNER BUILDERS, INC. to MAX B. OSTNER, JR., Trustee, for the use and benefit of James E. McGehee & Company, Inc., dated December 12, 1974, and recorded in Book 182, page 79, 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. Lot 23, Section A of Pleasant Hill Estates East S/D, recorded in Plat Book 11, Pages 4-8, Chancery Court Clerks, office

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

IN WITNESS WHEREOF, the said James E. McGehee & Company, Inc. has ~~caused~~ caused its corporate name signed hereto by and through its proper officers duly authorized so to do, this the 8th day of October, 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 TENNESSEE

COUNTY OF SHELBY

This day personally appeared before me, 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 8th day of October, 19 75

My commission expires: December 5, 1978

Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 40 minutes A. M. 14 day of October 1975, and that the same has been recorded in Book 192 Page 49 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 14 day of October 1975.

Fees $2.50 pd.

SEAL H. M. Terrell

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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 27th day of May 19 75, made and executed by GERALD WILBORN CHATHAM, SR. and wife, KATHERINE R. CHATHAM, 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. 186 on page 142 of the Record of Trust Deeds, on the 27th day of May, A. D. 19 75, is now fully paid and satisfied; and I do hereby authorize the Clerk of the Chancery Court of said DESOTO County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of said County also as provided by law. This the 10th day of October, 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 10th day of October A. D. 19 75

My Commission Expires Jan. 7, 1978

Elois M. Barbee

NOTARY PUBLIC

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 50 minutes A. M. 14 day of October 1975, and that the same has been recorded in Book 192 Page 50 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 14 day of October 1975.

Fees $2.50 pd.

SEAL H. L. Ferguson, CLERK

PARTIAL RELEASE

Know all men by these presents that for and in consideration of the part payment of the indebtedness described in and secured by that certain Deed of Trust dated March 16, 1972 executed by Wallace E. Johnson Ent. Inc. to David G. Williams & Joseph S. Sims as Trustee(s), First National Bank of Memphis as Beneficiary, which Deed of Trust is recorded in Book 139, Page 581, in the office of the Chancery Clerk of DeSoto County, Mississippi, the undersigned First National Bank of Memphis, 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 383, Sec. "B" Revised, Greenbrook Subdivision in Section 19, Township 1 South, Range 7 West, as per plat thereof recorded in plat book 8, pages 51-52 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 7th day of October, 1975.

ATTEST: Philip W. Fink

David G. Williams, Trustee

FIRST NATIONAL BANK OF MEMPHIS

By: [signature]

STATE OF TENNESSEE

COUNTY OF SHELBY

Personally appeared before me, the undersigned authority of law in and for the jurisdiction aforesaid, the within named [illegible] and Philip W. Fink who acknowledged that as [illegible] respectively, for and on behalf of and by authority of First National Bank of Memphis, they signed the above and foregoing instrument and affixed the corporate seal of said corporation thereto and delivered said instrument on the day and year therein mentioned.

GIVEN UNDER MY HAND and seal of office this the 7th day of October, 1975.

Lynda S. Smith
NOTARY PUBLIC

My Commission Expires:

MY COMMISSION EXPIRES MARCH 24, 1979

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 40 minutes A. M. 14 day of October 1975, and that the same has been recorded in Book 192 Page 51 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 14 day of October 1975.

Fees $2.50 pd.

SEAL H. L. Ferguson, CLERK

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CANCELLED BY AUTHORITY RECORDED IN BOOK 195 PAGE 490 THIS 30 DAY OF January 1976
D.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 James M. Porter and wife Mary P. Porter

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 Fifty-three thousand & No/100 ---------- DOLLARS ($ 53,000.00) 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:

Due and repayable on or before the 2nd 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:

Lot 3 Ridge View Subdivision situated in Section 26, Township 1 south, Range 7 west, DeSoto County, Mississippi as per plat recorded in Plat Book 12 page 41 - 44, Chancery Clerks office DeSoto County, Mississippi.

Copyright Mississippi Bankers Association

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

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

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

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

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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 10th day of October 1975

James M. Porter
James M. Porter

Mary P. Porter
Mary P. Porter

STATE OF MISSISSIPPI,
COUNTY OF DESOTO

This day personally appeared before me, the undersigned authority, in and for the State and County aforesaid, the within named James M. Porter and wife Mary P. Porter who severally acknowledged that they signed and delivered the above and foregoing deed of trust on the day and year therein mentioned.

Given under my hand and official seal, this the 10th day of October 1975

My Commission Expires: My Commission Expires Feb. 3, 1978

Betty L Hollowell
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock 00 minutes A. M. 14 day of October 1975, and that the same has been recorded in Book 192 Page 52 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 14 day of October 1975.

Fees $ 5.00 pd.

SEAL H. L. Kennon CLERK

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST Class C

STATE OF MISSISSIPPI, DeSoto County. } ss.

KNOW ALL MEN BY THESE PRESENTS: That Bank of Mississippi

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

bearing date the 25th day of February 19 75, made and executed by Charles M. Anderson and

wife, Betty J. Anderson of Hernando, Miss. to Bank of Mississippi

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

County, in the State of Mississippi in Land Trust Deed Record No 183 on page 469

of the Record of Trust Deeds, on the 28th day of February, A. D. 19 75, is now fully paid

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

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

said County also as provided by law.

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 9th day of October A. D. 1975

NOTARY PUBLIC

My Comm. Expires Nov 6, 1976

LAWRENCE-GATEWOOD 97844

STATE OF MISSISSIPPI, DESOTO COUNTY

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

no minutes A. M. 14 day of October 1975, and that the same has been

recorded in Book 182 Page 65 records of REAL ESTATE TRUST DEEDS

of said County.

Witness my hand and seal this the 14 day of October 1975.

Fees $2.50 pd.

SEAL H. D. Ferguson, CLERK

56

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 8th day of August 1975, made and executed by Lloyd A. Miller and wife ,

Martha L. Miller 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. 189 on page 490

of the Record of Trust Deeds, on the 21st 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.

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 9th day of October A. D. 1975

A Notary Public

My Comm. Expires Nov. 6, 1976

LAWRENCE-GREENWOOD 87844

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 40 minutes A. M. 14 day of October 1975, and that the same has been recorded in Book 192 Page 56 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 14 day of October 1975.

Fees $ 2.50 pd.

SEAL H. H. Ferguson, CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK
315 PAGE 377
THIS 11 DAY May 19 84
H. D. Ferguson
CHANCERY CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK
326 429
THIS 14 NOV 19 84
H. D. Ferguson
CHANCERY CLERK by DS.

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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 SAMMIE M. DYE and wife, JUNE BROWN DYE,

of the first part, hereinafter designated as the Grantor,

RONALD L. TAYLOR, Trustee, of the second part, hereinafter designated as Trustee, and

FAA FEDERAL CREDIT UNION #9639, POST OFFICE BOX 18087,

MEMPHIS, TENNESSEE, of the third part, hereinafter designated as the Beneficiary.

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

THIRTY THOUSAND AND NO/100**********DOLLARS

($ 30,000.00) evidenced by one promissory note of even date herewith in favor of the beneficiary, bearing interest at the rate of 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:

One Hundred Twenty (120) equal monthly installments of Three Hundred Eighty and 10/100 Dollars ($380.10), beginning July 20, 1975, and a like amount on the 20th day of each and every succeeding month thereafter until the entire principal and interest is paid in full.

Parties of the First Part reserve the right to prepay all or any part of said indebtedness on or before the due date without penalty. A failure to make any installment when due, unless excused by the Board of Directors, shall operate to cause the entire unpaid indebtedness to become immediately due and payable.

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:

COMMENCING at the southeast corner of Lot 2 of the Ruck & Parson survey of Dr. S. C. Murphey's land (Deed Book 1, Page 1) (Town of Horn Lake); thence in a southeasternly direction along the west right-of-way of the Illinois Central Gulf Railroad 657.4 feet to an iron pin, being the point of beginning and the northeast corner of the described tract; thence south 21 degrees 58' 15" East 110.23 feet to an iron pin in the south edge of a gravel road; thence south 85 degrees 45' 00" West 276.37 feet to an iron pin; thence North 04 degrees 45' 00" west 105.00 feet to an iron pin; thence North 85 degrees 45' 00" East 243.73 feet to the point of beginning, containing 0.63 acres, more or less. All bearings referenced to magnetic north. As per survey of Ronald R. Williams, P. E., dated March 11, 1974. Located in Section 34, Township 1, Range 8 West, DeSoto County, Mississippi.

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 10th day of July 19 75.

Sammie M. Dye

Sammie M. Dye

June Brown Dye

June Brown Dye

STATE OF MISSISSIPPI,
COUNTY OF DESOTO

This day personally appeared before me, the undersigned authority, in and for the State and County aforesaid, the within named SAMMIE M. DYE and wife, JUNE BROWN DYE, who severally acknowledged that they signed and delivered the above and foregoing deed of trust on the day and year therein mentioned.

Given under my hand and official seal, this the 7th day of October 19 75.

My Commission Expires: April 9, 1979

Edna E. Camp
Notary Public

EDNA E. CAMP NOTARY PUBLIC DESOTO CO.

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 192 Page 57 records of REAL ESTATE TRUST DEEDS of said County.

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

Fees $5.06 pd.

SEAL W. H. Ferguson CLERK

Assignment of this instrument Recorded in
Real Estate T D Book
No. 241 Page 353
This the 19 day of April 19 76
H. Y. Ferguson

Assignment of this instrument Recorded in
Real Estate T D
No. 192 Page 511
This the 3 day of Nov. 19 75
H. Y. Ferguson

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

STATE OF MISSISSIPPI
FHA FORM NO. 2135m
Revised January 1971

DEED OF TRUST

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

D-35187-SR

THIS DEED OF TRUST, made and entered into this 8th day of OCTOBER, 19 75, by and between

ROGER D. IRWIN AND WIFE, MAMIE S. IRWIN

, 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 1053, SECTION C, NORTH, DESOTO VILLAGE SUBDIVISION, AS SHOWN ON PLAT OF RECORD IN PLAT BOOK 10, page 2, IN SECTION 33, TOWNSHIP 1 SOUTH, RANGE 8 WEST, IN THE OFFICE OF THE CHANCERY CLERK OF DESOTO COUNTY, MISSISSIPPI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Beginning at a point in the east line of Forest Gate Road 205.03 feet northwardly from the point of intersection of said east line and the north line of Mayfair Drive; thence northwardly 65.0 feet with the east line of Forest Gate Road to a point, the southwest corner of lot 1052; thence eastwardly 130.0 feet with the south line of lot 1052 to an iron pipe in the northwest corner of lot 1041; thence southwardly 65.0 feet with the west line of lot 1041 feet with the west line of lot 1041 to an iron pipe in the northeast corner of lot 1054; thence westwardly 130.0 feet with the north line of lot 1054 to the point of beginning, AS PER SURVEY BY ACME ENGINEERING SERVICE DATED SEPTEMBER 11, 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 FIVE THOUSAND SIX HUNDRED AND NO/100---------- Dollars ($ 25,600.00---), 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 EIGHTY THREE AND 55/100------- Dollars ($ 183.55-----), 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.

CANCELLED BY AUTHORITY RECORDED IN BOOK 715 PAGE 190
THIS 11th DAY OF July, 1994
W. E. Davis
CHANCERY CLERK
by: P. Stanley D.C.

CANCELLED BY AUTHORITY, RECORDED IN BOOK 478 PAGE 490
THIS 16 DAY OF Dec. 19 93
W. E. Davis
Chancery Clerk
by: Ashford, D.C.

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) has hereunto set HIS hand(s) the day and year herein first written above.

The holders of the indebtedness described herein shall have the option at any time to require Grantors to pay to the Holders of the indebtedness in addition to and concurrent to the monthly installment of principal and interest and escrow for taxes and hazard insurance, a sum equal to one-twelfth of the annual flood insurance premium in the event the Holder of the indebtedness requires flood insurance and same is available under the National Flood Insurance Act of 1968 or subsequent similar legislature; said sum to be held in escrow without liability on the part of the Holder of the indebtedness for interest thereon and to be used in payment of said insurance when due and payable. If the amount so held shall at any time be insufficient to pay said insurance premium when due and payable, the Grantors shall promptly deposit the entire amount of said deficit.

Roger D. Irwin
ROGER D. IRWIN

Mamie S. Irwin
MAMIE S. IRWIN

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

Personally appeared before me M. Val Geen, the undersigned Notary public in and for the said County, the within named ROGER D. IRWIN and MAMIE S. IRWIN, his wife, who acknowledged that They signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and seal this 8th day of OCTOBER 1975.

My Commission Expires Oct. 18, 1977

M. Val Geen

STATE OF MISSISSIPPI
COUNTY OF Desoto } ss:

H. D. Ferguson Clerk of the Court of the Chancery of said County, do hereby certify that the

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 2 o'clock 30 minutes P. M. 14 day of Oct. 1975, and that the same has been recorded in Book 192 Page 60 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 15 day of Oct. 1975.

Fees $5.00 pd.

SEAL H. D. Ferguson, CLERK

Assignment of this Instrument Recorded in
Real Estate TD Book
No. 301 Page 480
This the 5 day of Aug 1983
W. D. Ferguson

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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 the 11th day of October, 1975, by and between

DENNIS OCTAVE CLARK and wife, SARA A. CLARK,

, hereinafter called the Grantor; W. D. GALBREATH and J. J. HEFLIN, JR.,
, hereinafter called the Trustee, and

PERCY GALBREATH & SON, INC.,

, a corporation organized and existing under the laws of the State of Tennessee, having its principal office and post-office address at 100 North Main Building, 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 2672, Section M, in Southaven West Subdivision in Section 27, Township 1 South, Range 8 West, as shown by plat recorded in Plat Book 4, Pages 52 and 53, in the office of the Chancery Clerk of said County.

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

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

Includes: Range or counter-top unit, dishwasher, wall-to-wall carpeting, vent fan and garbage disposal

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
495 PAGE 351
THIS 5 DAY OF Jan 19 90
W. E. Davis by BC, DC
Chancery Clerk

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

In Trust, However, to secure to the Beneficiary named above, the payment of a certain promissory note of even date herewith in the principal sum of Thirty One Thousand Five Hundred and 00/100 Dollars ($31,500.00), with interest from date at the rate of nine per centum (9 %) per annum on the balance remaining from time to time unpaid; principal and interest being payable at the office of Percy Galbreath & Son, Inc., 100 North Main Building, in Memphis, Tennessee , or at such other place as the holder may designate, in writing delivered or mailed to the Grantor, in monthly installments of Two Hundred Fifty-three and 58/100 Dollars ($ 253.58), 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 , ~~19~~ 2005.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If the Grantor shall well and truly keep and perform all the covenants and agreements in this Deed of Trust, and in the note hereby secured and well and truly pay off and discharge the said note and other indebtedness secured hereby, then this conveyance shall be null and void, but otherwise shall remain in full force and effect and at the request of the Beneficiary, the said Trustee, or any successor appointed in his stead, shall sell the premises covered hereby at public auction for cash to the highest and best bidder, during legal hours, at any front door of the county courthouse of DeSoto County, State of Mississippi, after giving notice, by advertising and posting as required by law, of the time, place, and terms of sale, and out of the proceeds arising from such sale, the said Trustee, or any successor, shall first pay all the costs and expenses of executing this Trust, including a reasonable compensation of said Trustee; next, said Trustee shall pay the balance of the indebtedness hereby secured then remaining unpaid; next, said Trustee shall reimburse the Veterans 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.

Dennis Octave Clark

Dennis Octave Clark

Sara A. Clark

Sara A. Clark

STATE OF MISSISSIPPI,
COUNTY OF DESOTO } ss:

Personally appeared before me, the undersigned notary public in and for said County, the within named Dennis Octave Clark and Sara A. Clark, his wife, who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned.

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

David A. Gustafson

Notary Public

My Commission Expires January 18, 1978

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 2 o'clock 00 minutes P. M. 14 day of Oct., 1975, and that the same has been recorded in Book 124 Page 63 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 15 day of Oct, 1975.

Fees $ 5.00 pd.

SEAL H. L. Ferguson, CLERK

By W. T.

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Correction Assignment

MISSISSIPPI
ASSIGNMENT OF DEED OF TRUST

PREPARED BY:
SIDNEY M. KATZ, ATTY
4041 KNIGHT-ARNOLD ROAD
MEMPHIS, TENN. 38118

For valuable consideration, the receipt of which is acknowledged, the undersigned does hereby sell, transfer and assign unto GOVERNMENT NATIONAL MORTGAGE 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 23rd day of September, 1975.

NATIONAL MORTGAGE COMPANY

Sidney M. Katz
Senior Vice President

*** This assignment is to be re-recorded to change the date of the day it was typed.

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.

YEEHIE LAY NOTARY PUBLIC SHELBY COUNTY, TENN. My Commission Expires Sept. 3, 1979

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. 14 day of Oct. 1975, and that the same has been recorded in Book 192 Page 67 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 15 day of Oct. 1975.

Fees $ 2.50 pd.

SEAL H. L. Ferguson, CLERK

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Please mail recorded instrument to:
SIDNEY KATZ, Attorney
NATIONAL MORTGAGE COMPANY
4041 KNIGHT ARNOLD ROAD
MEMPHIS, TENNESSEE 38118

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 Richard Sumrall and wife, Nancy M. Sumrall, to DELTA TITLE COMPANY, Trustee, for the benefit of National Mortgage Company, a Tennessee Corporation, dated September 25, 19 75, securing a note in the sum of $ 32,750.00, recorded in Book 191, Page 373, 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 $ 32,750.00, plus interest at the rate of 7-1/2% per annum, the first monthly installment being due the first day of November, 19 75.

IN WITNESS THEREOF the undersigned has executed this assignment through its Senior Vice President and Assistant Secretary, and has caused its corporate seal to be thereunto affixed on this the 6th day of October, 19 75.

NATIONAL MORTGAGE COMPANY

Sidney M. Katz
Senior Vice President

ATTEST:

S. J. Weissmann
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 S. J. Weissmann who acknowledged that they, as Senior Vice President and Assistant Secretary respectively, of and for and on behalf and by authority of National Mortgage Company, a corporation organized and existing under the laws of the State of Tennessee, signed the above foregoing instrument and affixed the corporate seal of said corporation herewith and delivered said instrument on the day and year therein mentioned.

GIVEN UNDER MY HAND and seal of office, this the 6th day of October, 19 75.

Judith Combs
NOTARY PUBLIC

2/71/226

My Commission Expires Sept. 13, 1977

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 2 o'clock 30 minutes P. M. 14 day of Oct. 1975, and that the same has been recorded in Book 192 Page 68 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 15 day of Oct. 1975.

2.50

H. P. Jeanes, CLERK

Please mail recorded instrument to:
SIDNEY KATZ, Attorney
NATIONAL MORTGAGE COMPANY
4041 KNIGHT ARNOLD ROAD
MEMPHIS, TENNESSEE 38118

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 THE PHILADELPHIA SAVING FUND SOCIETY, that certain Deed of Trust executed by Victor M. Froemel and wife, Mary L. Froemel, to DELTA TITLE COMPANY, Trustee, for the benefit of National Mortgage Company, a Tennessee Corporation, dated September 19, 1975, securing a note in the sum of $ 22,000.00, recorded in Book 191, Page 235, of the office of the Chancery Clerk of DeSoto County, Mississippi, together with the indebtedness secured thereby.

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

The undersigned covenants that the original Note secured by said Deed of Trust and assigned by this instrument is in the principal amount of $ 22,000.00, plus interest at the rate of 9 % per annum, the first monthly installment being due the first day of November, 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 3rd day of October, 1975.

NATIONAL MORTGAGE COMPANY

Sidney M. Katz
Sidney M. Katz
Senior Vice President

ATTEST:

S. J. Weissmann
S. J. Weissmann
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 S. J. Weissmann 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 3rd day of October, 1975.

Judith Conlee
NOTARY PUBLIC

2/71/226

My Commission Expires Sept. 13, 1977

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 2 o'clock 30 minutes P. M. 14 day of Oct. 1975, and that the same has been recorded in Book 192 Page 69 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 15 day of Oct 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 FAA Federal Credit Union #9639

of Memphis, Tennessee the beneficiary, does hereby certify that a certain trust deed bearing date the 17th day of January 19 75, made and executed by Sammie M. Dye and wife, June Brown Dye of Horn Lake, Mississippi to Ronald L. Taylor, 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. 183 on page 9 of the Record of Trust Deeds, on the 24th 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.

DATED this the 8th day of October, 1975.

FAA FEDERAL CREDIT UNION #9639

By: Floyd R Rumage E

Floyd R. Rumage, Treasurer

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, Floyd R. Rumage, Treasurer of FAA Federal Credit Union #9639 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 October A. D. 19 75

(SEAL) NOTARY PUBLIC
My Commission Expires:
MY COMMISSION EXPIRES JULY 31, 1979

John R Washburn

NOTARY PUBLIC

LAWRENCE-GREENWOOD 27544

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock 30 minutes A. M. 15 day of Oct. 1975, and that the same has been recorded in Book 192 Page 70 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 15 day of Oct. 1975.

Fees $2.50 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 consideration, the receipt and sufficiency of all of which is hereby acknowledged, THE HERNANDO BANK, Hernando, Mississippi, ---------- does hereby release from the lien of the Deed of Trust given by REEVES-WILLIAMS, INC., A Mississippi Corporation, ---------- for the benefit of THE HERNANDO BANK, Hernando, Mississippi, -------- which Deedsof Trust are dated January 7 , 1975, and June 23,1975, and recorded in Deedsof Trust Book 182 , Page 475 and in Book 187, Page 221, 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. 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.

SUBJECT TO: City of Hernando ordinances on subdivision and zoning; Rights-of-Way and Easements for public roads and public utilities, and Restrictive Covenants for said subdivision as recorded in Plat Book 13, Page 38 in said Clerk's Office.

In all other respects said Deedsof Trust recorded in Deedsof Trust Book 182, Page 475 and in Book 187, Page 221, 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 Deedsof Trust.

WITNESS the signature of the Grantor this, the 14th day of October, 1975.

THE HERNANDO BANK
Hernando, Mississippi

By _____
A. S. Ballard, Jr., PRESIDENT

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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, A. S. BALLARD, JR., the President of THE HERNANDO BANK, Hernando, Mississippi, who acknowledged that he signed and delivered the foregoing Partial Release on the date mentioned therein and for the purposes expressed.

GIVEN under my hand and Official Seal this, the 14th day of October, 1975.

(SEAL)

Elsie 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 10 o'clock 30 minutes A. M. 15 day of Oct. 1975, and that the same has been recorded in Book 192 Page 71 records of REAL ESTATE TRUST DEEDS of said County.

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

Fees $3.50 pd.

SEAL H. H. Ferguson, CLERK

PARTIAL RELEASE

For and in consideration of the sum of TEN DOLLARS ($10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, THE HERNANDO BANK, Hernando, Mississippi, ---------- does hereby release from the lien of the Deed of Trust given by REEVES-WILLIAMS, INC., A Mississippi Corporation, ---------- for the benefit of THE HERNANDO BANK, Hernando, Mississippi, -------- which Deed of Trust is dated January 7, 1975, and June 23, 1975 and recorded in Deed of Trust Book 182, Page 475, and Book 187, Page 221 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-wi

> Lot No. 16, Oak Grove Subdivision, Revised Plat, in Section ~~24~~ 14 Township 3 South, Range 8 West (DeSoto County, Mississippi), as recorded in Plat Book 13, Page 38, in the Office of the Chancery Clerk of DeSoto County, Mississippi; to which plat reference is made for a more particular description of said lot.
>
> SUBJECT TO: City of Hernando ordinances on subdivision and zoning; Rights-of-Way and Easements for public roads and public utilities, and Restrictive Covenants for said subdivision as recorded in Plat Book 13, Page 38 in said Clerk's Office.

In all other respects said Deed of Trust recorded in Deed of Trust Book 182, Page 475, and Book 187, Page 221 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 14th day of October, 1975.

THE HERNANDO BANK
Hernando, Mississippi

By _____
A. S. Ballard, Jr., PRESIDENT

STATE OF MISSISSIPPI

COUNTY OF DeSOTO

THIS DAY personally appeared before me, the undersigned authority in and for said County and State, A. S. BALLARD, JR., the President of THE HERNANDO BANK, Hernando, Mississippi, who acknowledged that he signed and delivered the foregoing Partial Release on the date mentioned therein and for the purposes expressed.

GIVEN under my hand and Official Seal this, the 14th day of October, 1975.

(SEAL)

Eloise 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 10 o'clock 30 minutes A M. 15 day of Oct. 1975, and that the same has been recorded in Book 192 Page 73 records of REAL ESTATE TRUST DEEDS of said County.

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

Fees $3.50 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 consideration, the receipt and sufficiency of all of which is hereby acknowledged, THE HERNANDO BANK, Hernando, Mississippi, ---------- does hereby release from the lien of the Deed of Trust given by REEVES-WILLIAMS, INC., A Mississippi Corporation, ---------- for the benefit of THE HERNANDO BANK, Hernando, Mississippi, -------- which Deed of Trust is dated January 7, 1975, and June 23, 1975, and recorded in Deed of Trust Book 182, Page 475 and Book 187, Page 221 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. 5, Oak Grove Subdivision, Revised Plat, in Section 13 Township 3 South, Range 8 West (DeSoto County, Mississippi), as recorded in Plat Book 13, Page 38, in the Office of the Chancery Clerk of DeSoto County, Mississippi; to which plat reference is made for a more particular description of said lot.

SUBJECT TO: City of Hernando ordinances on subdivision and zoning; Rights-of-Way and Easements for public roads and public utilities, and Restrictive Covenants for said subdivision as recorded in Plat Book 13, Page 38 in said Clerk's Office.

In all other respects said Deed of Trust recorded in Deed of Trust Book 182, Page 475 and Book 187, Page 221 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 14th day of October, 1975.

THE HERNANDO BANK
Hernando, Mississippi

By _____
A. S. Ballard, Jr., PRESIDENT

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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, A. S. BALLARD, JR., the President of THE HERNANDO BANK, Hernando, Mississippi, who acknowledged that he signed and delivered the foregoing Partial Release on the date mentioned therein and for the purposes expressed.

GIVEN under my hand and Official Seal this, the 14th day of October, 1975.

(SEAL)

Elsie M. Barber
NOTARY PUBLIC

My Commission Expires:
My Commission Expires Jun. 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. 15 day of Oct. 1975, and that the same has been recorded in Book 192 Page 75 records of REAL ESTATE TRUST DEEDS of said County.

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

Fees $3.50 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 consideration, the receipt and sufficiency of all of which is hereby acknowledged, THE HERNANDO BANK, Hernando, Mississippi, ---------- does hereby release from the lien of the Deed of Trust given by REEVES-WILLIAMS, INC., A Mississippi Corporation, ---------- for the benefit of THE HERNANDO BANK, Hernando, Mississippi, -------- which Deedsof Trust are dated January 7, 1975, and June 23, 1975, and recorded in Deedsof Trust Book 182, Page 475 and in Book 187, Page 221, 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. 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.

SUBJECT TO: City of Hernando ordinances on subdivision and zoning; Rights-of-Way and Easements for public roads and public utilities, and Restrictive Covenants for said subdivision as recorded in Plat Book 13, Page 38 in said Clerk's Office.

In all other respects said Deedsof Trust recorded in Deedsof Trust Book 182, Page 475 and in Book 187, Page 221, 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 Deedsof Trust.

WITNESS the signature of the Grantor this, the 14th day of October, 1975.

THE HERNANDO BANK
Hernando, Mississippi

By _____
A. S. Ballard, Jr., PRESIDENT

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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, A. S. BALLARD, JR., the President of THE HERNANDO BANK, Hernando, Mississippi, who acknowledged that he signed and delivered the foregoing Partial Release on the date mentioned therein and for the purposes expressed.

GIVEN under my hand and Official Seal this, the 14th day of October, 1975.

(SEAL)

Elaine B. 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 10 o'clock 30 minutes A. M. 15 day of Oct 1975, and that the same has been recorded in Book 192 Page 77 records of REAL ESTATE TRUST DEEDS of said County.

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

Fees 3.50 pd.

SEAL H. D. Ferguson, CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK
202 PAGE 610
30 DAY OF July 1976
B. D. Ferguson
CHANCERY CLERK

Branch Memphis #90 No. Mos 180

October 1 19 75

Deed of Trust - Mississippi - Jim Walter Homes, Inc.

Whereas, Joe Anne Murray

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 Ninety Two Dollars ($ 39,492.80) as evidenced by one certain promissory note of even date herewith made by the Grantor to the Beneficiary and payable in monthly installments of $ 719.40, the first of said installments being due and payable on the 5th day of January, 1976, and a like installment on the 5th day of each and every month thereafter until the entire principal sum, together with interest from maturity at the rate of six per cent per annum has been paid in full;

WHEREAS, the Grantor is desirous of securing the payment of said indebtedness at the maturity thereof and renewals thereof in whole, or in part, and also any further and future advances to be made to the Grantor by the Beneficiary as well as any other indebtedness which may be due or become due to the Beneficiary by the Grantor in this deed of trust;

NOW, THEREFORE, in consideration of Five Dollars to him in hand paid by John H. Fox III, hereinafter called Trustee, the receipt whereof is hereby acknowledged, the Grantor does hereby grant, bargain, sell, convey and warrant unto the John H. Fox III, Trustee, all the real estate in the County of DeSoto, State of Mississippi, described as follows:

Part of the Northwest Quarter of the Northwest Quarter of Section 19, Township 3 South, Range 8 West, DeSoto County, Mississippi, more particularly described as follows: Beginning at the Northwest corner of said Section 19; thence East, along the North line thereof; 396 feet; thence South, parallel with the West line of said Section 19, 1100 feet to an iron pipe stake; thence West, parallel with said West line, 396 feet to the said West line; thence North, along said West line, 1100 feet to the point of beginning, containing Ten (10.0) acres, more or less.

FOR SOURCE OF TITLE SEE BOOK 119 PAGE 434.

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 extentions 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

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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 1st day of October, 19 75.

Witness: Richard Scarbrough

x Joe Anne Murray

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, Richard Scarbrough one of the subscribing witnesses to the foregoing instrument, who, being first duly sworn deposeth and saith that he saw the within names Joe Anne Murray and husband and wife, whose names are subscribed thereto, sign and deliver the same to John H. Fox III, (Trustee) Trustee, for the benefit of Jim Walter Homes, Inc., that he, this affiant subscribed his name as a witness thereto in the presence of the said Joe Anne Murray, and husband and wife.

GIVEN under my hand and official seal, this the 1st day of October, 19 75

Helen Roberts
NOTARY PUBLIC

My Commission Expires: August 28, 1978

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 32 minutes A. M. 15 day of Oct 1975, and that the same has been recorded in Book 192 Page 79 records of REAL ESTATE TRUST DEEDS of said County.

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

4.00

H. L. Ferguson, CLERK

Assignment of this Instrument Recorded in Real Estate T/D Book No. 199 Page 633 This the 13 day of May 1976 W. E. Ferguson Clerk

Assignment of this Instrument Recorded in Real Estate T/D Book No. 193 Page 378 This the 21 day of Nov. 1975 W. E. Ferguson Clerk

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VA Form 26-6321 (Home Loan) Revised January 1974. Use Optional. Section 1816, Title 38, U.S.C. Acceptable to Federal National Mortgage Association.

MISSISSIPPI

DEED OF TRUST

THIS DEED OF TRUST, made and entered into this 13th day of October, 19 75, by and between

MURRAY MASON TYSON and wife, ELIZABETH L. TYSON

, 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 N. 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 1200, Section F, Greenbrook Subdivision, in Section 19, Township 1 South, Range 7 West, as per plat thereof recorded in Plat Book 9, Page 46, in the office of the Chancery Clerk of DeSoto County, Mississippi.

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

Should the Veterans Administration fail or refuse to issue its guaranty of the loan secured by this mortgage under the provisions of the Servicemen's Readjustment Act of 1944, as amended, in the full amount committed upon by the Veterans Administration, within sixty days from the date the loan would normally become eligible for such guaranty, the mortgagee herein may, at its option, declare all sums secured by this mortgage immediately due and payable.

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

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

Assignment of this Instrument Recorded in Book No. 703 Page 521 This the 5 day of May 1986 W. E. Davis Chancery Clerk by Woodard, D.C.

Assignment of this Instrument Recorded in Book No. 94 This the 6 day of Feb. 1991 W. E. Davis Clerk by N. Graham, D.C.

Real Estate Financing Docs

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-Nine Thousand Seven Hundred & no/100 Dollars ($ 39,700.00), with interest from date at the rate of Seven and three-fourth per centum (7.75%) per annum on the balance remaining from time to time unpaid; principal and interest being payable at the office of Wortman & Mann, Inc., 444 North State Street in Jackson, Mississippi , or at such other place as the holder may designate, in writing delivered or mailed to the Grantor, in monthly installments of Two Hundred Eighty-Four & 65/100 Dollars ($ 284.65), 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. 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

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

Murray Mason Tyson
Murray Mason Tyson

Elizabeth L Tyson
Elizabeth L. Tyson

STATE OF MISSISSIPPI,
COUNTY OF DESOTO } ss:

Personally appeared before me Bobbie M. Braswell, the undersigned Notary Public in and for said County, the within named Murray Mason Tyson and Elizabeth L. Tyson, his wife, who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and seal this 13th day of October, 1975.

My Commission expires:
Feb. 19, 1976

Bobbie M. Braswell
Notary Public

...SIPPI
...ust
: 9:30 A.M.
...said County,
...g conveyance
...office on the
Oct.
... day of
..., 19
...Court of Chancery.
525515

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 9 o'clock
30 minutes A M. 15 day of Oct. 1975, and that the same has been
recorded in Book 192 Page 81 records of REAL ESTATE TRUST DEEDS
of said County.
Witness my hand and seal this the 15 day of Oct 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 Jimmie Carroll Cole and wife, Carol Ann Cole

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

Two Thousand and No/100 ---------- DOLLARS

($ 2,000.00) evidenced by one (1) promissory note of even date herewith in favor of the beneficiary, bearing interest as provided in said note 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 one (1) year from date, October 14, 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:

Lot No. 2 of the Maple Hills Subdivision in Section 29, Township 3 South, Range 7 West, as the same appears on the recorded Plat of said subdivision in Plat Book 7, page 44, in the office of the Chancery Clerk of DeSoto County, Mississippi.

This Trust Deed is junior and inferior to a prior Trust Deed in favor of The Hernando Bank dated September 20, 1974 and recorded in Real Estate Trust Deed records of DeSoto County, Mississippi in Book No. 179, page No. 587 on September 20, 1974.

Copyright Mississippi Bankers Association

Paid, Satisfied and Compelled
This 12th day of April 1976
The Hernando Bank
By [illegible]

Attest W. B. Turnage
Chancery Clerk
By J. Hill 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 14th day of Oct. 19 75

Jimmie Carroll Cole
Jimmie Carroll Cole

Carol Ann Cole

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
Jimmie Carroll Cole and wife, Carol Ann Cole who severally acknowledged that they signed and delivered the above and foregoing deed of trust on the day and year therein mentioned.

Given under my hand and official seal, this the 14th day of October 19 75

My Commission Expires Jan. 7, 1978

Elaine B. Barber
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock 30 minutes A. M. 15 day of Oct. 1975, and that the same has been recorded in Book 192 Page 85 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 15 day of Oct. 1975.

Fees $5.00 pd.

W. G. Ferguson Clerk

88

F-138504

661 RM 619
67-5

MISSISSIPPI POWER OF ATTORNEY

TO THE CHANCERY CLERK OF DeSoto COUNTY, MISSISSIPPI,

You are hereby authorized and requested to enter satisfaction of, and cancel of record, a certain Deed of Trust executed by Halbert R. Caldwell and wife, Eura Faye Caldwell

to George R. Fulton, as Trustee for THE EQUITABLE LIFE ASSURANCE SOCIETY OF THE UNITED STATES and recorded on Page 383, of Book 58 of the Records of Deeds in your office, the indebtedness secured thereby having this day been paid in full.

This 19th day of June, 19 75

THE EQUITABLE LIFE ASSURANCE SOCIETY OF THE UNITED STATES.

By _____ Vice President

K. J. Binkley, Asst.

APPROVED

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

On this 19th day of June, 1975, before me a Notary Public in and for the County and State, personally came K. J. Binkley of THE EQUITABLE LIFE ASSURANCE SOCIETY OF THE UNITED STATES, to me personally known, who, being by me duly sworn, did say that he is a Asst. Vice President of THE EQUITABLE LIFE ASSURANCE SOCIETY OF THE UNITED STATES, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed, sealed and delivered in behalf of said corporation by authority of its Board of Directors, and said Asst. Vice President acknowledged said instrument to be the voluntary act and deed of said corporation.

WITNESS my hand and notarial seal the day and year last above written.

_____

VIVIAN LaTEMPA
Notary Public, State of New York No. 03-7438120
Qualified in Bronx County
Certificate Filed New York County Clerk
Commission Expires March 30, 1976

A

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 1 o'clock
mo minutes P M. 15 day of Oct. 1975, and that the same has been
recorded in Book 192 Page 88 records of REAL ESTATE TRUST DEEDS
of Said County.
Witness my hand and seal this the 15 day of Oct. 1975.

Fee $ 2.50 pd.

SEAL H. P. Ferguson, CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK
207 PAGE 672
THIS 19 DAY OF Jan 1977
B. D. Ferguson
CHANCERY CLERK

Prepared by: Ford Motor Credit Co.
1274 Stateline Rd.
Southaven, Miss.38671

To Complete
Real Estate Set
Enter
1. Terminal Address
2. Operator Identification
3. Transaction Code
4. Account Number

DEED OF TRUST

Lender -- Beneficiary
FORD MOTOR CREDIT COMPANY

1274 ST LN RD SHAVEN MS 38671
(NUMBER AND STREET) (CITY)

ACCOUNT NO.	DUE	PREVIOUS ACCOUNT NO.	SECURITY	LOAN DATE	
30941-9	20		HSEC-RE-HHG	0-10-75	9

NAME (BORROWER(S) GRANTOR(S))
HILLARD ROY STANFIELD
920 EMBASSY CIRCLE
HORN LAKE MISS 38637

SPOUSE	FINANCE CHARGE	OFFICIAL FEES	TOTAL OF PAYMENTS
JANICE PAU	$3944.69	7.50	9840.00
CASH ADVANCE	INSURANCE PREMIUMS		AMOUNT FINANCED
5149.81	PHYSICAL DAMAGE: NONE; CREDIT LIFE: 295.20; CREDIT DISABILITY: 442.80		5895.31
ANNUAL PERCENTAGE RATE 22.35 %	NOTE IS PAYABLE IN MONTHLY PAYMENTS, THE FIRST ONE OF $164.00 AND 59 @ $164.00 EACH EXCEPT FINAL PAYMENT SHALL BE UNPAID PRINCIPAL AND INTEREST	FIRST PAYMENT DUE 11-20-75 OTHERS DUE SAME DAY EACH MONTH	FINAL PAYMENT DUE 10-20-80

AGE	SPOUSE AGE						
	HOMEOWNER'S INSURANCE PREMIUM	FIRE INSURANCE PREMIUM	APPRAISAL FEE	TITLE EXAMINATION FEE		EARLY RENEWAL CREDIT	

WHEREAS, the undersigned Grantor, Hillard Roy Stanfield and wife Janice Paulette Stanfield

whose address is 920 Embassy Circle (NUMBER AND STREET) Horn Lake (CITY) DeSoto (COUNTY) Mississippi (STATE),

owes FORD MOTOR CREDIT COMPANY, hereinafter called the Beneficiary, the sum set forth above as the Total of Payments, evidenced by a promissory note of even date herewith executed by the Grantor in favor of the Beneficiary; payable as above set forth, which note is by reference incorporated herein and made part hereof; and

WHEREAS, the said Grantor desires to secure the prompt payment of said indebtedness at the maturity thereof;

NOW, THEREFORE, in consideration of $10.00 cash in hand paid by H. S. Sills(Trustee), Trustee, and other good and valuable consideration, the receipt of which is hereby conclusively acknowledged, the undersigned Grantor does hereby convey and warrant unto said Trustee that certain land and property situated in the County of DeSoto State of Mississippi, and described as follows, to wit:

Lot 54, Section A, DeSoto Village Subdivision, Section 34, Township 1 South, Range 8 West, as shown on plat of record in Plat Book 7, Pages 9-14, in Chancery Clerk's Office, DeSoto County, Mississippi to which plat reference is herein made for a more particular description.

CLO 811323 Jul 74 Previous editions may NOT be used.

The warranty of this conveyance is subject only to the following:

It is understood and agreed that this conveyance is made subject to and that the parties hereto have agreed upon and are bound by the following covenants, stipulations, and conditions:

1. Grantor binds and obligates himself to provide and maintain insurance upon the buildings situated on the above described property against loss or damage by fire, windstorm, and other hazards, satisfactory to and with loss payable to the Beneficiary during the continuance of this Deed of Trust. Each insurance company involved is authorized and directed to make payment for any loss directly to the Beneficiary.

2. The Grantor binds himself to pay all taxes and assessments on and against said property as they shall fall due and shall promptly forward the original tax receipts to the Beneficiary.

3. The rents, issues and profits of all of said property are specifically pledged to the payment of the indebtedness hereby secured and all other obligations which may accrue under the terms of this Deed of Trust. Upon the maturity of the indebtedness hereby secured, either by lapse of time or by reason of any default as herein provided, or if at any time it should become necessary to protect the lien of this conveyance, the Beneficiary or any owner or holder of the note secured hereby shall have the right to forthwith enter into and upon said property and take possession thereof, and collect and apply the rents, issues and profits thereon upon the indebtedness secured hereby, or may have a receiver appointed by any court of competent jurisdiction to collect and impound the said rents, issues and profits, and after paying the expense of such receivership apply the balance thereof to the payment of any indebtedness secured hereby.

4. The Grantor further represents unto the said Beneficiary for the purpose of obtaining the loan secured by this instrument, that there are no liens or encumbrances against the property conveyed herein except as shown above.

5. Should the Grantor fail to pay all taxes and assessments, or to insure the property as hereinabove stipulated, or fail to pay promptly all judgments which may become liens on the property, then the said Beneficiary, or its assigns may, pay any such unpaid taxes, assessments, liens or judgments and insure said improvements, and without notice, declare the whole debt secured by this Deed of Trust to be due and payable and proceed to foreclose same at once. All taxes, assessments, liens, judgments and insurance premiums paid by the said Beneficiary or its assigns, and all necessary expenses incurred by said Beneficiary or its assigns in connection therewith, including any expense incurred in defending the title of the Grantor to said property or in defending this Deed of Trust, or in seeking to have this Deed of Trust reformed by judicial proceedings, shall constitute a part of the debt secured by this Deed of Trust and become immediately due and payable to the said Beneficiary or its assigns.

6. In the event the Grantor shall fail to keep the buildings hereinabove conveyed in good condition and repair, Beneficiary or its assigns shall have the right to make any repairs, or improvements, and any such expenditure will be a legitimate indebtedness against the Grantor and against the property embraced in this Deed of Trust, and the cost of such repairs or improvements will become part of the debt secured by this instrument.

7. Failure by the Grantor to pay the above indebtedness, or any instalments thereon as they shall become due, or do or perform any of the above covenants and agreements, shall cause the entire indebtedness to become due and payable at the option of said Beneficiary or its assigns, and shall fully empower the Beneficiary or its assigns to have the Trustee execute his Trust, and said Beneficiary or its assigns shall not be required to declare such acceleration in writing or give notice thereof.

8. If the property conveyed herein should be situated in two or more counties or in two judicial districts of the same county, then the Trustee or any successor in said trust shall have full power, in case he is directed to foreclose under this instrument, to select in which county or judicial district the sale of all of the above property shall be made. The Trustee or any successor in said Trust shall have full power to fix the day, time, terms and place of sale, and shall also have full power to conduct any sale hereunder through an agent duly appointed by him for that purpose, but said appointment of agent need not be recorded. Beneficiary or its assigns shall have the same right to purchase at such sale as if a stranger to this instrument.

9. The Grantor waives the provisions of Chapter 248, Laws of Mississippi of 1934, and laws amendatory thereof, if any, insofar as said Section restricts the right of the Trustee to offer at sale more than one hundred sixty acres at a time, and the Trustee may offer the property herein conveyed as a whole regardless of the manner in which it may be described.

10. The attorney's fees provided for in the above described note and the Trustee's fee provided for in this Deed of Trust are hereby made liens on said property, and the Grantor hereby promises to pay the same should they become due under the terms of said note and this Deed of Trust.

11. If the legal holder of said note secured hereby proceeds in equity to foreclose this Deed of Trust, then a reasonable fee shall be allowed by the Court to the attorney representing such holder.

12. The said Beneficiary, or any owner or holder of the note secured hereby, may at pleasure and without notice appoint successive trustees in the place of said Trustee who shall have all the powers as are herein vested in the above named Trustee.

13. Whenever in this Deed of Trust the context so requires, the singular number shall include the plural, and the plural the singular; the holder of the note shall be deemed to refer to and include the owner of the debt; the word Beneficiary shall at all times include the then holder of the note secured hereby.

This conveyance, however, is in Trust to secure the prompt payment of the aforesaid indebtedness, and all other indebtedness that may become due and owing to the Beneficiary under the terms of this instrument and secured hereby, including the payment of any sum expended or any indebtedness incurred by the Beneficiary herein, or any owner or holder of the note secured hereby, in the payment of premiums for insurance, or in the payment of taxes on said property, or in the payment of attorney's fees or other items expended in protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, then this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note secured hereby, or of any installment thereon, or in the payment when due and demandable of any other item of indebtedness secured hereby, or if default is made in any other covenant herein contained, then the entire principal sum secured hereby and all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the Beneficiary, of the owner or holder of said note, be and become at once due and payable, and the Trustee herein named, or his successor or successors, shall, at the request of the beneficiary, or at the request of any owner or holder of the note secured hereby, sell said property or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid. Such sale shall be made by giving notice of the time, place and terms of sale as required by Section 89-1-55, Mississippi Code of 1972, Recompiled, and amendments, if any, thereto, and the Trustee shall make deed to the purchaser or purchasers. Should the Beneficiary, or the owner or holder of the note secured hereby be a corporation, then a declaration of default to the trustee, and a request for sale hereunder, may be made by any officer thereof. Out of the proceeds from such sale, the cost and expense of executing this Deed of Trust shall first be paid, including a reasonable Trustee's fee, and the attorney's fee prescribed in said note, or a reasonable attorney's fee if none be prescribed in said note, next the amount of said indebtedness then remaining unpaid, and lastly, any balance remaining shall be paid to the Grantor.

WITNESS the signature of the Grantor, this the 10th day of October, 19 75.

Hillard Roy Stanfield Hillard Roy Stanfield

Janice Paulette Stanfield Janice Paulette Stanfield

STATE OF MISSISSIPPI

COUNTY OF DeSoto

Personally appeared before me, the undersigned authority of law in and for the jurisdiction aforesaid, the within named Hillard Roy Stanfield and wife Janice Paulette Stanfield

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

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

My commission expires:

My Commission Expires September 2, 1978

NOTARY PUBLIC

All property taxes to be paid by.

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 2 o'clock 00 minutes P. M. 15 day of October 1975, and that the same has been recorded in Book 192 Page 89 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 16 day of October 1975.

Fees $5.00 pd.

SEAL H. L. Ferguson, CLERK

92

Please mail recorded instrument to:
SIDNEY KATZ, Attorney
NATIONAL MORTGAGE COMPANY
4041 KNIGHT ARNOLD ROAD
MEMPHIS, TENNESSEE 38118

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 Ronald T. Jaynes and wife, Carol B. Jaynes, to DELTA TITLE COMPANY, Trustee, for the benefit of National Mortgage Company, a Tennessee Corporation, dated September 26, 1975, securing a note in the sum of $ 30,650.00, recorded in Book 191, Page 377, of the office of the Chancery Clerk of DeSoto County, Mississippi, together with the indebtedness secured thereby.

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

The undersigned covenants that the original Note secured by said Deed of Trust and assigned by this instrument is in the principal amount of $ 30,650.00, plus interest at the rate of 7-1/2% per annum, the first monthly installment being due the first day of November, 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 6th day of October, 1975.

NATIONAL MORTGAGE COMPANY

Sidney M. Katz
Senior Vice President

ATTEST:

S. J. Weissmann
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 S. J. Weissmann who acknowledged that they, as Senior Vice President and Assistant Secretary respectively, of and for and on behalf and by authority of National Mortgage Company, a corporation organized and existing under the laws of the State of Tennessee, signed the above foregoing instrument and affixed the corporate seal of said corporation herewith and delivered said instrument on the day and year therein mentioned.

GIVEN UNDER MY HAND and seal of office, this the 6th day of October, 1975.

Judith Combs
NOTARY PUBLIC

2/71/226

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 1 o'clock
no minutes P. M. 15 day of October 1975, and that the same has been
recorded in Book 192 Page 92 records of REAL ESTATE TRUST DEEDS
of said County.
Witness my hand and seal this the 16 day of October 1975.

2.50

H. W. Ferguson, CLERK

Lot 209, Section B, Eastover

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 187 at Pages 301 of the Records of Deeds or Deeds of Trust in your office.

Witness my signature, this the 9th day of October, 19 75.

WORTMAN & MANN, INC.

BY: James N. C. Moffat, III
Vice President

STATE OF MISSISSIPPI

COUNTY OF HINDS

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

Given under my hand and official seal, this the 9th day of October, 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. 16 day of October 1975, and that the same has been recorded in Book 192 Page 93 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 16 day of October 1975.

Fees $2.50 pd.

SEAL H. P. Ferguson, CLERK

Lot 778, 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 391 of the Records of Deeds or Deeds of Trust in your office.

Witness my signature, this the 9th day of October, 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 9th day of October, 1975.

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. 16 day of October 1975, and that the same has been recorded in Book 192 Page 94 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 16 day of October 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 North Mississippi Savings & Loan Association of Hernando, Mississippi the beneficiary, does hereby certify that a certain trust deed bearing date the 19th day of July 19 71, made and executed by Kenneth Rex McKnight and wife, Ruth Ann McKnight of Olive Branch, Mississippi, to Joe M. Hudspeth, Trustee for the above named beneficiary, and recorded in the office of the Chancery Clerk of DeSoto County, in the State of Mississippi in Real Estate Trust Deed Record No. 131 on page 223 of the Record of Trust Deeds, on the 22nd day of July, A. D. 19 71, is now fully paid and satisfied, and I do hereby authorize the Clerk of the Chancery Court of said DeSoto County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of said County also as provided by law.

DATED this the 14th day of October, 1975.

NORTH MISSISSIPPI SAVINGS & LOAN ASS'N.

BY: [signature]
Asst Sec'y (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, Assistant Secretary of North Mississippi Savings & Loan Ass'n. W. S. H. 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 14 day of October A. D. 19 75

[SEAL] My Commission Expires: Jan 6, 1976

Richard Davis
Circuit C. Clerk
NOTARY PUBLIC

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. 16 day of October 1975, and that the same has been recorded in Book 192 Page 95 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 16 day of October 1975.

Fees $ 2.50 pd.

SEAL H. L. Ferguson, CLERK

96

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 Joseph E. Austin and wife Mary Ann Austin 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 191 at page 269 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 14th 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 14th day of October, 19 75.

Earlene J. Barbour
NOTARY PUBLIC

NOTARY PUBLIC

My commission expires: My Commission Expires April 7, 1979

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock 30 minutes A. M. 16 day of October 1975, and that the same has been recorded in Book 192 Page 96 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 16 day of October 1975.

2.50

H. L. Ferguson, CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK 198 PAGE 226
THIS 7 DAY OF April 1976
B. B. 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 WAGNER BUILDERS, INC., a Mississippi Corporation

of the first part, hereinafter designated as the Grantor.

Max B. Ostner, Jr. Trustee, of the second part, hereinafter designated as Trustee, and

James E. McGehee & Co.,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

THIRTY EIGHT THOUSAND AND NO/100---------- ----------DOLLARS

($ 38,000.00) evidenced by one promissory note of even date herewith in favor of as provided in said note

the beneficiary, bearing interest xxxx

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

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

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

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

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

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

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

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

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

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

IN TESTIMONY WHEREOF, witness the signature of the grantor this the 8th day of October 19 75

WAGNER BUILDERS, INC.

BY: Linda S. Wagner, President

L. L. Wagner, Vice-President

STATE OF MISSISSIPPI,
COUNTY OF DESOTO

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

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

100

STATE OF MISSISSIPPI
COUNTY OF

Personally appeared before me, the undersigned Notary Public in and for the jurisdiction aforesaid,
Linda S. Wagner, President and L. L. Wagner, Vice-President

respectively of the above named Wagner Builders, Inc.

a corporation, who severally acknowledged that for and on behalf of said corporation, they signed, sealed and delivered the above and foregoing instrument of writing on the day and year therein written as the act and deed of said corporation, being thereunto first duly authorized so to do.

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

Mary K. Wallace
Notary Public

My Commission Expires: 9-2-79

LAND DEED OF TRUST

from

to

Trustee

Filed for Record October 16 1975
10:30 o'clock A M.
H. L. 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 16 day of October, 1975 and was duly recorded this 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. 16 day of October 1975, and that the same has been recorded in Book 192 Page 97 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 16 day of October 1975.
Fees $ 5.00 pd.
SEAL H. L. Ferguson, CLERK

CANCELLED BY AUTHORITY
409 PAGE 324
THIS 29 DAY OF July 19 87
W.D. Ferguson D.C.
Chancery Clerk

Modification Assumption Agreem
of this Instrument Recorded in
Real Estate 7/8 Book
No. 285 Page 193
This the 1 day of July 19 82
W.D. Ferguson Clerk

DEED OF TRUST

THIS DEED OF TRUST is made this 16th day of October, 19 75., among the Grantor, BOBBIE C. KEITH and wife, RENA D. KEITH,

(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 Post Office Box 1571, 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 13 of Lambert Subdivision, in Section Twenty (20), Township Three (3), Range Seven (7) West, DeSoto County, Mississippi, as recorded in Plat Book 7, Pages 3, 4 and 5, and in the revised plat thereof in Plat Book 9, Pages 6, 7 and 8, all being of record in the office of the Chancery Court Clerk of DeSoto County, Mississippi.

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

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

To Secure to Lender (a) the repayment of the indebtedness evidenced by Borrower's note of even date herewith (herein "Note"), in the principal sum of FORTY THOUSAND AND NO/100-------- Dollars, with interest thereon, providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on 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.

Mtg Co.
Book
Page 453
day of June 19 86
W.D. Ferguson

102

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.

Bobbie C. Keith
BOBBIE C. KEITH —Borrower

Rena D. Keith
RENA D. KEITH —Borrower

Lot 13, Lambert Subdivision

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 BOBBIE C. KEITH and wife, RENA D. KEITH, 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 16th day of October, A.D., 19 75.

My Commission expires:

Elaine McLemore Elder
Notary Public

My Commission Expires May 6, 1978

STATE OF MISSISSIPPI, DeSOTO COUNTY
I certify that the within instrument was filed for record at 1 o'clock and 30 minutes P. M. 16 day of Oct. 1975

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 1 o'clock 30 minutes P. M. 16 day of October 1975, and that the same has been recorded in Book 192 Page 101 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 16 day of October 1975.

Fees $ 5.00 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

GOVERNMENT NATIONAL MORTGAGE ASSOCIATION, ATLANTA, GEORGIA,

that certain Deed of Trust executed by

MICHAEL JORDAN NIX and wife, LINDA T. NIX,

to C. B. Henley, Trustee, for the benefit of Bailey Mortgage Company, dated September 25, 1975, securing a note in the sum of $29,650.00 recorded in Book 191, Page 420, and the Correction Deed of Trust filed for record October 9, 1975, in Book 191, Page 592, both in xx the office of the Chancery Clerk of DeSoto, County, Mississippi, together with the indebtedness secured thereby.

IN WITNESS WHEREOF the undersigned has executed this Assignment through its duly authorized officer and has caused its corporate seal to be thereunto affixed on this, the 9th day of October, 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 9th day of October, 1975.

NOTARY PUBLIC

My Commission Expires Feb. 22, 1978

BMC-14

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 3 o'clock 30 minutes P. M. 16 day of Oct., 1975, and that the same has been recorded in Book 192 Page 105 records of REAL ESTATE TRUST DEEDS of said County.

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

Fees $2.50 pd.

SEAL H. L. Ferguson, CLERK

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THE HERNANDO BANK, GRANTOR)
)
)
)
TO) PARTIAL RELEASE
)
)
)
W. I. LARUE, GRANTEE)

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 W. I. LaRue to The Hernando Bank being dated May 3, 1973 and recorded in Trust Deed Book 158, page 319 in the office of the Chancery Clerk of DeSoto County, Mississippi the hereinafter described land in DeSoto County, Mississippi, to-wit:

> Lot 8, Jaybird Subdivision as per plat thereof recorded in Plat Book 10, page 27 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 4, Township 4, Range 7.

The lien on the remaining land which has not been previously released remains in full force and effect.

The Chancery Clerk of DeSoto County, Mississippi is hereby requested and authorized to record this release and to make any and all marginal notations to fully perfect the same.

WITNESS the signature this the 16 day of October, 1975.

THE HERNANDO BANK

By R P Cooke Jr.
R. P. Cooke, Jr., Chairman

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 R. P. Cooke, Jr., Chairman of The Hernando Bank 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 16th day of October, 1975.

Rebecca Kelly
Notary Public

My Commission Expires:

NOTARY PUBLIC
STATE AT LARGE
DESOTO COUNTY

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 9 o'clock 20 minutes A. M. 17 day of Oct. 1975, and that the same has been recorded in Book 192 Page 106 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 17 day of Oct. 1975.

Fees $2.50 pd.

SEAL H. P. Ferguson, CLERK

CANCELLED BY AUTHORITY PER BOOK 212 PAGE 477 DATE June 19 77
H. D. Ferguson CHANCERY CLERK

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FOR REAL ESTATE, CHATTEL OR BOTH

Ronald Coleman, et ux

To { DEED OF TRUST

Security Bank of Southaven

THIS INDENTURE, Made this 15th day of October 19 75
between Ronald Coleman and wife, Ann Coleman
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 party of the second part in the sum of Two Thousand Four Hundred Forty-Six Dollars & 56/100 ($2,446.56) evidenced by a promissory note of even date, bearing 6% interest from maturity, due and repayable in 36 equal monthly installments of $67.96 each, first of said installments shall be due November 10, 1976 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 are to be made on said lands and all the crops of every kind to be grown by and family, or any hands working with or under either as landlord or tenant or otherwise, during the year 19 on the land that may cultivate, or cause to be cultivated, as landlord or tenant and all farming implements of every kind and~~

Lot 8, Jaybird Subdivision as per plat thereof recorded in Plat Book 10, Page 27 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 4, Township 4, 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 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, undesigned 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 hereto; and if there be a surplus, such surplus shall be refunded to the part ies of the first part. In case of failure or inability on the part of said Trustee to execute the trust herein confided, the party of the second part, its assigns or legal representatives, can at any time appoint a Trustee to act in his stead.

Witness our signature S the date written above.
Witness

Ronald Coleman
Ann Coleman

STATE OF MISSISSIPPI, DeSOTO COUNTY
Personally appeared before me the undersigned authority of said County, the within named Ronald Coleman and wife, Ann Coleman who acknowledged that they signed and delivered the foregoing Deed of Trust on the day and year therein mentioned.
Given under my hand and official seal, this 15th day of October A.D. 75
My Commission Expires: 2/15/76 (SEAL)
Rebecca Lilly Notary Public By Clerk D. C.

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

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 9 o'clock 30 minutes A. M. 17 day of Oct. 1975, and that the same has been recorded in Book 192 Page 107 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 17 day of Oct 1975.
Fees $2.50 pd.
SEAL H. D. Ferguson, CLERK

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OK
EK

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 75, made and executed by Billy W. Huckaby and

Elva Lee Huckaby 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 215

of the Record of Trust Deeds, on the 29th day of May, A. D. 19 75, is now fully paid

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

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

said County also as provided by law. This the 15th 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 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 15th day of October A. D. 19 75

My Commission Expires Jan 7, 1978

Eloia M. Barbee

LAWYERS-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. 17 day of Oct. 1975, and that the same has been recorded in Book 192 Page 108 records of REAL ESTATE TRUST DEEDS of said County.

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

Fees $ 2.50 pd.

SEAL H. D. Ferguson, CLERK

This Indenture, made by and between BOBBY J. AGEE, and wife, SHIRLEY JEAN AGEE

party of the first part; JOSEPH HIRSCH party of the second part, as Trustee; and

HANCOCK INVESTMENT COMPANY, INC., a Tennessee corporation,

party of the third part, WITNESSETH:

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

Lot 287, Section "B", Greenbrook Subdivision, in Section 19, Township 1 South, Range 7 West, as shown on plat of record in Plat Book 8, Page 51, in the Office of the Chancery Clerk of DeSoto County, Mississippi, to which plat reference is hereby made for a more particular description.

This conveyance is made in trust, however, to secure the payment of $ 2,600.00, evidenced by the following promissory notes of even date herewith: One (1) note for said principal sum, together with interest thereon at the rate of 10% per annum from the date hereof, payable in installments of $34.37 each commencing on November 16, 1975, and a like amount on the 16th day of each and every month thereafter to and including September 16, 1980, and on October 16, 1980, the balance of said principal together with interest thereon,

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 16th day of October, 19 75

Bobby J. Agee

Shirley Jean Agee

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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

Bobby J. Agee and wife, Shirley Jean Agee

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

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

MY COMMISSION EXPIRES FEB. 18, 1976

My Commission expires: _____

Notary Public.

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

TRUST DEED

FROM

Bobby J. Agee et ux

TO

Joseph Hirsch Trustee

FOR THE USE OF

Hancock Investment Company, Inc.

STATE OF MISSISSIPPI
County of DeSoto } ss.

I, H. L. Ferguson Clerk of the Chancery Court and ex-officio Recorder for the County and State aforesaid, do hereby certify that the within instrument of writing was filed for record in my office on the 17 day of October A.D. 19 75, at 10:30 o'clock A M., and has been this day duly recorded in Trust Deed Record _____ Page _____

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

_____ Clerk.

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

RECORDED
100 NO
MEM

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock 30 minutes A. M. 17 day of Oct. 1975, and that the same has been recorded in Book 192 Page 109 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 17 day of Oct. 1975.

Fees $4.00 pd.

SEAL H. L. Ferguson, CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK 196 PAGE 674
THIS 3 DAY OF March 1976
B. D. Ferguson
CHANCERY CLERK

DEED OF TRUST

FOR VALUE RECEIVED, the undersigned AMCON INTERNATIONAL, INC., a Tenn. 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 729, Section D, Twin Lakes Subdivision, situated in Section 6, Township 2 South, Range 8 West, DeSoto County, Mississippi, according to a map or plat thereof on file and of record in the office of the Chancery Clerk of DeSoto County, Mississippi, in Plat Book 10, Pages 32 and 33.

This is the first lien on the above-described property except

IN TRUST FOR THE FOLLOWING PURPOSES:

I. (A) To secure the prompt payment of the Grantor's promissory note of even date herewith, in favor of the BAILEY MORTGAGE COMPANY its successor or assigns, hereinafter designated as the Beneficiary, due and payable to said Beneficiary as follows:

($ 19,000.00) NINETEEN THOUSAND and NO/100---------- Dollars due on demand or on or before Six (6) months from date with interest due and payable monthly until all principal and interest is paid in full,

as provided in Promissory Note of even date

bearing interest at the rate ~~XXXXXXXXXXXXX~~ 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 16th day of October 19 75

AMCON INTERNATIONAL, INC.

By: R E McIvor

R. E. McIvor, Vice President

STATE OF MISSISSIPPI,)

COUNTY OF DESOTO)

Personally appeared before me, the undersigned authority in and for said County and State, the within-named R. E. McIvor, as Vice president for and on behalf of and by the authority of AMCON INTERNATIONAL, INC.

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

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

Bobbie B Braswell Notary Public

My Commission Expires Feb. 19, 1976

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 15 minutes A M. 17 day of Oct. 1975, and that the same has been recorded in Book 192 Page 111 records of REAL ESTATE TRUST DEEDS of said County.

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

Fees $3.50 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

GOVERNMENT NATIONAL MORTGAGE ASSOCIATION, ATLANTA, GEORGIA,

that certain Deed of Trust executed by

JAMES T. BOND and wife, ALLIE M. BOND,

to C. B. Henley, Trustee, for the benefit of Bailey Mortgage Company, dated September 26, 1975, securing a note in the sum of $33,850.00 recorded in Book 191, Page 543, of the office of the ChanceryClerk of DeSoto, County, Mississippi, together with the indebtedness secured thereby.

IN WITNESS WHEREOF the undersigned has executed this Assignment through its duly authorized officer and has caused its corporate seal to be thereunto affixed on this, the 16th 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 16th day of October, 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 10 o'clock 30 minutes A. M. 17 day of Oct. 1975, and that the same has been recorded in Book 192 Page 113 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 17 day of Oct. 1975.

Fees $2.50 pd.

SEAL H. P. Ferguson, CLERK

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CANCELLED BY AUTHORITY RECORDED IN BOOK 244 PAGE 692
THIS 24 DAY OF June 1979
H. G. Ferguson
CHANCERY CLERK

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

DEED OF TRUST
LAND

THIS INDENTURE, this day made and entered into between RUDY PARKER, JR. and wife, VIRGINIA J. PARKER,

of the first part, hereinafter designated as the Grantor,

ROBERT Q. WHITWELL, Trustee, of the second part, hereinafter designated as Trustee, and

LUTHER MORRIS JACKSON AND WIFE,
MARGARET P. 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 TWO THOUSAND SIX HUNDRED FIFTY AND NO/100**********DOLLARS ($ 2,650.00) 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~~xxxx~~ from date , providing for the payment of attorney's fees in case of default and being due and payable as follows, to-wit:

Two Thousand Six Hundred Fifty and No/100 Dollars ($2,650.00), bearing interest at the rate of 10% per annum from date, repayable in thirty (30) monthly installments of $100.00 each and one (1) final monthly installment of $6.84, with the first installment being due and payable November 15, 1975, and one installment is due and payable on the 15th day of each consecutive succeeding month thereafter until all installments are paid. Said installments consist of principal and interest at the rate of 10% per annum.

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

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

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

Lot 2001, Section "I", in Southaven West Subdivision, on Section 23, Township 1 South, Range 8 West, as shown on the plat recorded in Plat Book 3, Pages 42 and 43, in the Office of the Chancery Clerk of DeSoto County, Mississippi.

Copyright Mississippi Bankers Association

This is a THIRD DEED OF TRUST and is junior and subordinate to those two certain Deeds of Trust of record in Real Estate Trust Deed Book 111, at Page 140, and Real Estate Trust Deed Book 185, at Page 633, both in the Office of the Chancery Clerk of DeSoto County, Mississippi.

Parties of the First Part reserve the right to prepay all or any part of said indebtedness on or before the due date without penalty. A failure to make any installment when due shall operate to cause the entire unpaid indebtedness to become immediately due and payable at the option of the owners and holders of the note.

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 15th day of October 19 75.

Rudy Parker

RUDY PARKER, JR.

Virginia J. Parker

VIRGINIA J. PARKER

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 Rudy Parker, Jr. and wife, Virginia J. Parker, 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 October 19 75.

My Commission Expires: April 9, 1979.

Edna E. Camp
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 30 minutes A. M. 17 day of Oct 1975, and that the same has been recorded in Book 192 Page 114 records of REAL ESTATE TRUST DEEDS of said County.

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

Fees $ 5.00 pd.

H. G. 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

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Assignment of this Instrument Recorded in
Real Estate T D Book
No. 192 Page 252
This the 23 day of Oct 19 75
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 15th day of October, 1975, by and between

DAVID E. BENTON and wife, CYNTHIA A. BENTON

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

BAILEY MORTGAGE COMPANY

, a corporation organized and existing under the laws of the State of Mississippi , having its principal office and post-office address at 161 E. Amite Street, Jackson, Mississippi , hereinafter called the Beneficiary:

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

Lot 273, 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 Range, model #RYE7700, serial #M43651303; Whirlpool Dishwasher, model #SAU400, serial #F42839029; Whirlpool Disposal, model #SYD40, serial #F42157299; Whirlpool Hood, model #7630, serial #43074292; Whirlpool Air Condition, model #DXB39B; serial #H41016078; Whirlpool Furnace, model #FXB43105CR, serial #H33361114; MorFlo Water Heater, model #ER42D, serial #14255; and all carpeting located on improvements situated on the above described property, and it is the intention of the parties that these items are deemed part of the realty.

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

Should the Veterans Administration fail or refuse to issue its guaranty of the loan secured by this mortgage under the provisions of the Servicemen's Readjustment Act of 1944, as amended, in the full amount committed upon by the Veterans Administration, within sixty days from the date the loan would normally become eligible for such guaranty, the mortgagee herein may, at its option, declare all sums secured by this mortgage immediately due and payable.

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

CANCELLED BY AUTHORITY RECORDED IN BOOK
363 PAGE 368
THIS 22 DAY OF April 1986
H. D. Ferguson
CHANCERY CLERK D.S.

Assignment of this Instrument Recorded in
Real Estate T D Book
No. 252 Page 54
This the 8 day of Dec 19 79
W. D. Ferguson Clerk

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

IN TRUST, HOWEVER, to secure to the Beneficiary named above, the payment of a certain promissory note of even date herewith in the principal sum of Thirty-Three Thousand and No/100 ---------Dollars ($ 33,000.00), with interest from date at the rate of Seven & three-fourths per centum (7.75%) per annum on the balance remaining from time to time unpaid; principal and interest being payable at the office of Bailey Mortgage Company, 161 E. Amite Street, in Jackson, Mississippi 39205 , or at such other place as the holder may designate, in writing delivered or mailed to the Grantor, in monthly installments of Two Hundred Thirty-Six & 61/100-Dollars ($ 236.61), 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 , ~~20~~ 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 E. Benton
David E. Benton

Cynthia A. Benton
Cynthia A. Benton

STATE OF MISSISSIPPI,
COUNTY OF DESOTO } ss:

Personally appeared before me Bobbie M. Braswell the undersigned Notary Public in and for said County, the within named David E. Benton and Cynthia A. Benton, his wife, who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned.

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

My Commission expires:
Feb. 19, 1976

Bobbie M. Braswell
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock
15 minutes A. M. 17 day of Oct. 1975, and that the same has been
recorded in Book 192 Page 117 records of REAL ESTATE TRUST DEEDS
of said County.
Witness my hand and seal this the 17 day of Oct. 1975.

Fees $5.00 pd.

SEAL H. L. Ferguson, CLERK

STATE OF MISSISSIPPI,
County of
I, Clerk
do hereby
was filed
1975
Recorded
on the
Fee

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Deed of Trust

To

WORTMAN & MANN, INC.

THIS DEED OF TRUST, Made and entered into this the 13th day of October, 1975, by and between Virden Homes, Inc., a Mississippi Corporation, Party

of the first part, hereinafter designated as the GRANTORS; Rowan H. Taylor Trustee, of the second part, hereinafter designated as TRUSTEE; and Wortman & Mann, Inc. 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 Seventy-Nine Thousand Two Hundred and no/100---------- DOLLARS ($79,200.00), evidenced by promissory note of even date herewith payable to the Beneficiary as follows, to-wit:

Promissory Note from Virden Homes, Inc. payable to Wortman & Mann, Inc. or order, due and payable on or before Twelve (12) Months from date and executed by Party of the First Part, payable to the order of Wortman & Mann, Inc. Interest is due and payable monthly.

said note bearing interest from date at the rate of 10 & 1/2 per centum per annum, and providing for attorney's fees for collection if not paid according to the terms thereof;

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

NOW, THEREFORE, in consideration of FIVE AND NO/100 ($5.00) DOLLARS, to the undersigned Grantors this day paid by the aforesaid Trustee, the receipt of which is hereby acknowledged, the grantors do hereby convey and warrant unto the said Trustee, the following described land and property, together with all the hereditaments and appurtenances thereunto appertaining, including so far as they now are, or may hereafter belong to or be used in connection with the buildings now or hereafter to be erected on said premises, all elevators, heating and ventilating apparatus, gas, electric light and other fixtures, whether attached to said premises or detached therefrom, thereupon situated and thereunto belonging, lying and being situated in ~~the City of Hernando~~ Sec. 19, Twsp. 1 So., Range 7 West District of DeSoto County, State of Mississippi, and more particulary described as follows, to-wit:

Lots 714, 717, 720, 723, 733, 734, 735, 805, 808, 810, 811, 812, 813, 814, 815, 816, 820, 826, and 828, Section D, Greenbrook Subdivision, in Section 19, Township 1 South, Range 7 West, as per plat thereof recorded in Plat Book 9, Page 42, in the office of the Chancery Clerk of DeSoto County, Mississippi;
Lots 952, 976, 977, and 1006, Section E, Greenbrook Subdivision, in Section 19, Township 1 South, Range 7 West, as per plat thereof recorded in Plat Book 9, Page 44, in the office of the Chancery Clerk of DeSoto County, Mississippi;
Lot 1238, Section F, Greenbrook Subdivision, in Section 19, Town ship 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.

RELEASE CLAUSE

This Deed of Trust is given on condition that lots will be released from the lien of this instrument by the Beneficiary upon payment of the principal sum of $4,500.00 per lot plus accrued interest on the first seventeen (17) lots; with the 18th lot being released at $2,700.00 plus accrued interest.

b

CANCELLED BY AUTHORITY RECORDED IN BOOK 231 PAGE 1
THIS 18 DAY OF Sept 1978
H. S. Ferguson
CHANCERY CLERK

Lots 714, 717, 720
723, 733, 734, 735
805, 808, 810, 811, 812
813, 814, 815, 816
820, 826, 828, 952
976, 977, 1006,
1238

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 extingulshment 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.

VIRDEN HOMES, INC.

By: Michael L. Virden

Michael L. Virden, Secretary-Treasurer

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STATE OF MISSISSIPPI

COUNTY OF_____

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

_____

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

Given under my hand and official seal, this the_____day of_____, 19____

_____
Notary Public

My Commission expires_____

STATE OF MISSISSIPPI

COUNTY OF DeSoto

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

Michael L. Virden and

who severally acknowledged that he is Secretary-Treasure of

Virden Homes, Inc., a corporation, and that for and on behalf of said corporation and as its act and deed, they signed, sealed and delivered the above and foregoing instrument of writing on the day and in the year therein mentioned, they having been first duly authorized so to do.

GIVEN under my hand and official seal, this the 13th day of October 19 75

Billie M. Bennell
Notary Public

My Commission expires Feb. 19, 1976

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

LAND
Deed of Trust

FROM

TO

STATE OF MISSISSIPPI } Chancery Court
_____ 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.

8:15 pd.

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock 15 minutes A. M. 17 day of Sept. 1975, and that the same has been recorded in Book 198 Page 121 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 17 day of Oct. 1975.

Fees $8:15 pd. SEAL H. L. Ferguson, CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK 125
196 PAGE 33
THIS 6 DAY OF [illegible] 19 76
[illegible]
CHANCERY CLERK

DEED OF TRUST

FOR VALUE RECEIVED, the undersigned AMCON INTERNATIONAL, INC., a Tenn. 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 725, Section D, Twin Lakes Subdivision, situated in Section 6, Township 2 South, Range 8 West, DeSoto County, Mississippi, According to a map or plat thereof on file and of record in the office of the Chancery Clerk of DeSoto County, Mississippi, in Plat Book 10, Pages 32 and 33.

This is the first lien on the above-described property except

IN TRUST FOR THE FOLLOWING PURPOSES:

I. (A) To secure the prompt payment of the Grantor's promissory note of even date herewith, in favor of the BAILEY MORTGAGE COMPANY its successor or assigns, hereinafter designated as the Beneficiary, due and payable to said Beneficiary as follows:

($ 19,000.00) NINETEEN THOUSAND and NO/100 ---------- Dollars due on demand or on or before Six (6) months from date with interest due and payable monthly until all principal and interest is paid in full,

bearing interest at the rate as provided in Promissory Note of even date 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 16th day of October 19 75

AMCON INTERNATIONAL, INC.

By: R. E. McIvor, Vice President

STATE OF MISSISSIPPI,)

COUNTY OF DESOTO)

Personally appeared before me, the undersigned authority in and for said County and State, the within-named R. E. McIvor, as Vice President for and on behalf of and by the authority of AMCON INTERNATIONAL, INC.

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

Given under my hand and official seal this 16th 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 10 o'clock 15 minutes A. M. 17 day of Oct. 1975, and that the same has been recorded in Book 192 Page 105 records of REAL ESTATE TRUST DEEDS of said County.

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

Fees $ 3.50 pd.

SEAL H. L. Ferguson, CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK 197 PAGE 251
THIS 16 DAY OF March 1976
H. D. Ferguson
CHANCERY CLERK

DEED OF TRUST

FOR VALUE RECEIVED, the undersigned AMCON INTERNATIONAL, INC., a Tenn. Corporation hereinafter designated "Grantor," conveys and warrants to C. B. Henley as Trustee, the following described property, located in _____ County, Mississippi, to-wit:

Lot 730, Section D, Twin Lakes Subdivision, situated in Section 6, Township 2 South, Range 8 West, DeSoto County, Mississippi, according to a map or plat thereof on file and of record in the office of the Chancery Clerk of DeSoto County, Mississippi, in Plat Book 10, Pages 32 and 33.

This is the first lien on the above-described property except _____

IN TRUST FOR THE FOLLOWING PURPOSES:

I. (A) To secure the prompt payment of the Grantor's promissory note of even date herewith, in favor of the BAILEY MORTGAGE COMPANY its successor or assigns, hereinafter designated as the Beneficiary, due and payable to said Beneficiary as follows: ($ 19,000.00) NINETEEN THOUSAND and NO/100---------- Dollars due on demand or on or before Six (6) months from date with interest due and payable monthly until all principal and interest is paid in full,

as provided in Promissory Note of even date

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

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

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

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

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

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

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

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

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

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

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

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

Witness the signature of the Grantor , this 16th day of October 19 75

AMCON INTERNATIONAL, INC.

By: R E McIvor

R. E. McIvor, Vice President

STATE OF MISSISSIPPI,)

COUNTY OF DESOTO)

Personally appeared before me, the undersigned authority in and for said County and State, the within-named R. E. McIvor, as Vice President for and on behalf of and by the authority of AMCON INTERNATIONAL, INC.

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

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

Bobbie M Bennett Notary Public

My Commission Expires Feb. 19, 1976

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 15 minutes A. M. 17 day of Oct. 1975, and that the same has been recorded in Book 192 Page 127 records of REAL ESTATE TRUST DEEDS of said County.

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

Fees $3.50 pd.

SEAL H. L. Ferguson, CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK 195 PAGE 424
THIS 26 DAY OF Jan. 19 76
H.D. Traylor
CHANCERY CLERK

DEED OF TRUST

FOR VALUE RECEIVED, the undersigned AMCON INTERNATIONAL, INC., a Tenn. Corporation, hereinafter designated "Grantor," conveys and warrants to C. R. Henley as Trustee, the following described property, located in DeSoto County, Mississippi, to-wit:

Lot 726, Section D, Twin Lakes Subdivision, situated in Section 6, Township 2 South, Range 8 West, DeSoto County Mississippi, According to a map or plat thereof on file and of record in the office of the Chancery Clerk of DeSoto County, Mississippi, in Plat Book 10, Pages 32 and 33.

This is the first lien on the above-described property except

IN TRUST FOR THE FOLLOWING PURPOSES:

I. (A) To secure the prompt payment of the Grantor's promissory note of even date herewith, in favor of the BAILEY MORTGAGE COMPANY its successor or assigns, hereinafter designated as the Beneficiary, due and payable to said Beneficiary as follows:

($ 19,000.00) NINETEEN THOUSAND and NO/100---------- Dollars due on demand or on or before Six (6) months from date with interest due and payable monthly until all principal and interest is paid in full,

as provided in Promissory Note of even date

bearing interest at the rate ~~XXXXXXXXXXXXXXX~~ 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 16th day of October 19 75

AMCON INTERNATIONAL, INC.

By: _____

R. E. McIvor, Vice President

STATE OF MISSISSIPPI)

COUNTY OF DESOTO)

Personally appeared before me, the undersigned authority in and for said County and State, the within-named R. E. McIvor, as Vice President for and on behalf of and by the authority of AMCON INTERNATIONAL, INC.

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

Given under my hand and official seal this 16th 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 10 o'clock 15 minutes A M. 17 day of October 1975, and that the same has been recorded in Book 192 Page 129 records of REAL ESTATE TRUST DEEDS of said County.

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

Fees $ 3.50 pd.

SEAL _____, CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK 200 PAGE 132
THIS 19 DAY OF May 19 76
B. D. Williams
CHANCERY CLERK

DEED OF TRUST

FOR VALUE RECEIVED, the undersigned AMCON INTERNATIONAL, INC., a Tenn. 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 727, Section D, Twin Lakes Subdivision, situated in Section 6, Township 2 South, Range 8 West, DeSoto County, Mississippi, According to a map or plat thereof on file and of record in the office of the Chancery Clerk of DeSoto County, Mississippi, in Plat Book 10, Pages 32 and 33.

This is the first lien on the above-described property except

IN TRUST FOR THE FOLLOWING PURPOSES

I. (A) To secure the prompt payment of the Grantor's promissory note of even date herewith, in favor of the BAILEY MORTGAGE COMPANY, its successor or assigns, hereinafter designated as the Beneficiary, due and payable to said Beneficiary as follows:

($ 19,000.00) NINETEEN THOUSAND and NO/100 ---------- Dollars due on demand or on or before Six (6) months from date with interest due and payable monthly until all principal and interest is paid in full,

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 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 16th day of October 1975

AMCON INTERNATIONAL, INC.

By: R E McIvor

R. E. McIvor, Vice President

STATE OF MISSISSIPPI)

COUNTY OF DESOTO)

Personally appeared before me, the undersigned authority in and for said County and State, the within-named R. E. McIvor, as Vice President for and on behalf of and by the authority of AMCON INTERNATIONAL, INC.

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

Given under my hand and official seal, this 16th day of October 1975

Bobbie B Boswell Notary Public

My Commission Expires: Feb. 19, 1976

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 15 minutes A M. 17 day of October 1975, and that the same has been recorded in Book 192 Page 131 records of REAL ESTATE TRUST DEEDS of said County.

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

Fees $ 3.50 pd.

SEAL H. D. Ferguson, CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK
200 PAGE 133
THIS 19 DAY OF May 19 76
D.D. Ferguson
CHANCERY CLERK

DEED OF TRUST

FOR VALUE RECEIVED, the undersigned AMCON INTERNATIONAL, INC., a Tenn. 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 728, Section D, Twin Lakes Subdivision, situated in Section 6, Township 2 South, Range 8 West, DeSoto County, Mississippi, according to a map or plat thereof on file and of record in the office of the Chancery Clerk of DeSoto County, Mississippi, in Plat Book 10, Pages 32 and 33.

This is the first lien on the above-described property except

IN TRUST FOR THE FOLLOWING PURPOSES:

I. (A) To secure the prompt payment of the Grantor's promissory note of even date herewith, in favor of the BAILEY MORTGAGE COMPANY, its successor or assigns, hereinafter designated as the Beneficiary, due and payable to said Beneficiary as follows:

($ 19,000.00) NINETEEN THOUSAND and NO/100---------- Dollars due on demand or on or before Six (6) months from date with interest due and payable monthly until all principal and interest is paid in full,

as provided in Promissory Note of even date

bearing interest at the rate of ~~XXXXXXXXXXXXX~~ 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 succesaors, 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 16th day of October 19 75

AMCON INTERNATIONAL, INC.

By: R. E. McIvor, Vice President

STATE OF MISSISSIPPI,)

COUNTY OF DESOTO)

Personally appeared before me, the undersigned authority in and for said County and State, the within-named R. E. McIvor, as Vice President for and on behalf of and by the authority of AMCON INTERNATIONAL, INC.

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

Given under my hand and official seal, this 16th 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 10 o'clock 15 minutes A M. 17 day of October 1975, and that the same has been recorded in Book 192 Page 133 records of REAL ESTATE TRUST DEEDS of said County.

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

Fees $ 3.50 pd.

SEAL H. D. Ferguson, CLERK

Paid, Satisfied and Cancelled
This 4th day of May 1977

J. P. Flinn, Jr.

Attest
H. G. Ferguson
Chancery Clerk by E Nelson D.C.

$35

FOR REAL ESTATE, CHATTEL OR BOTH

Henry Chillies, et ux,
Grantors

To { DEED OF TRUST

William F. Hagan, Trustee
for T.P. Flinn, Jr.,
Beneficiary

THIS INDENTURE, Made this 10th day of October 19 75
between Henry Chillies and wife, Alberta Robison Chillies,
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 reat of 10% per annum from date, due and payable on October 10, 1977. All interest payable annually.

and are further amount that the party of the second part may furnish the party of the first part during the ~~term hereof~~ 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 products of every kind that may be raised on said land, and all the crops of every kind to be grown by~~ and Lastly, 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

Beginning at the Northwest corner of Lot No. 438 of the Town of Hernando, DeSoto County, Mississippi, on Section 13, Township 3, Range 8 West, thence South 121 feet to a stake; thence East 180 feet to a stake; thence North 121 feet to a stake; thence West 180 feet to the point of beginning, containing 1/2 acre, more or less, and being the same land conveyed by Josie Bell White, et al, of record in Book 51, Page 353, and further being the same land conveyed by James P. Tipton, Clerk of the Chancery Court of DeSoto County, Mississippi, recorded in Book 51, Page 361, of the deed records of DeSoto County, Mississippi.

It is agreed that the dwelling 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 ~~date~~ aforesaid ~~hereof~~ then this instrument to be void; but in default thereof the said Trustee shall take possession of said property, and after giving notice of the time, place and terms of sale, by advertisement according to law in DeSoto County, shall sell the same at public auction, to the highest bidder for cash, at such time and place as he shall designate in said advertisement. The proceeds of said sale shall be applied to the payment of said indebtedness and all costs incurred herein; and if there be a surplus, such surplus shall be refunded to the part ies of the first part. In case of failure or inability on the part of said Trustee to execute the trust herein confided, the part y of the second part, 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

Witness

Henry Chillies
Alberta Robison Chillies
Alberta Robison Chillies

STATE OF MISSISSIPPI, DeSOTO COUNTY.
Personally appeared before me the undersigned authority of said County, the within named Henry Chillies and wife, Alberta Robison Chillies 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 October 75.

MY COMMISSION EXPIRES: 8-14-78 (SEAL)

Faye H. Daniels
By Notary Public

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

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 1 o'clock 30 minutes P. M. 17 day of Oct. 1975, and that the same has been recorded in Book 192 Page 135 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 20 day of Oct 1975.

Fees $2.50 pd.

SEAL H. G. Ferguson, CLERK

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AT-350 A-ST
Rev. 10-9-70

Mtgr. BROWN, Mike J., Jr.

REASSIGNMENT OF DEED OF TRUST

STATE OF MISSISSIPPI)
)SS.
COUNTY OF DeSoto)

Within instrument recorded in Book 191, Page 21, of the records of the Chancery Clerk of DeSoto County, Mississippi, having been erroneously transferred and assigned to the undersigned, the same is hereby re-transferred, re-assigned and re-conveyed to BAILEY MORTGAGE COMPANY together with the property described therein and the debt secured thereby, without representation, warranty or recourse on the undersigned.

IN WITNESS WHEREOF, FEDERAL NATIONAL MORTGAGE ASSOCIATION, a corporation organized and existing under the laws of the United States, has caused this instrument to be executed by David J. Evans, its duly authorized Assistant Vice President, on this 13th day of October, 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 13th day of October, 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. 17 day of Oct. 1975, and that the same has been
recorded in Book 192 Page 136 records of REAL ESTATE TRUST DEEDS
of said County.
20 day of Oct. 1975.

2.50

H. P. Ferguson, CLERK

RETURN TO
RECORD DATA DE
SUITE 922 10 N
MEMPHIS, TN

LENDER
AVCO FINANCIAL SERVICES OF MISSISSIPPI, INC.
1547 Stateline Rd.
Southaven, Miss.

DEED OF TRUST

LOAN NO. 12335
AMOUNT OF LOAN 7343.89
AMOUNT OF INTEREST 6768.11
AMOUNT OF SERVICE CHARGE

THIS DEED OF TRUST, made and entered into this 14th day of October, 19 75 by and between Harold J. Woodruff and Thelma L. Woodruff, his wife, hereinafter called the Grantor; Robert Q. Whitwell, hereinafter called the Trustee; and Avco Financial Services having its principal office and post office address at 1547 Stateline Rd. (Street) Southaven, Miss. (City) (State), hereinafter called the Beneficiary:

WHEREAS the Grantor is justly indebted to the Beneficiary in the full sum of Fourteen thousand one hundred twelve dollars ($ 14,112.00), evidenced by a Loan Agreement and/or promissory note; hereinafter referred to as "Note", dated October 12, 1975, herewith payable to the order of the Beneficiary, at its office or such other place as the holder may designate in 72 monthly installments of $ 196.00 commencing on the 14th day of November, 19 75, and like payments on the same day of each successive month thereafter until paid in full, together with late charges, court cost, collection expenses, attorney fees and interest after maturity as provided in said note.

WITNESSETH, Grantor, to secure the payment of said indebtedness hereinabove specifically described, together with any other indebtedness that may become due and owing under the terms of his instrument, does hereby grant, bargain, convey and sell unto the said Trustee, the following described land and property, together with all hereditaments and appurtenances thereunto appertaining, lying, and being situated in the city or town of Walls, Miss., County of DeSoto, Mississippi, and more particularly described as follows, to wit:

Lot 3, Hazlewood Subdivision in the Northwest quarter of Section 32, Township 1, Range 8 West, DeSoto County, Mississippi

TOGETHER WITH all buildings and improvements now or hereafter erected thereon and all screens, awnings, shades, storm sash and blinds, and heating, lighting, plumbing, gas, electric, ventilating, refrigerating and air-conditioning equipment used in connection therewith, all of which, for the purpose of this Deed of Trust, shall be deemed fixtures and subject to the property above described, all of which is referred to hereinafter as the "premises," to the extent permitted by law.

This conveyance, however, is in trust, and should Grantor pay the aforesaid note at maturities and otherwise perform all the terms and conditions thereof, this conveyance shall be void; otherwise, and in the event that Grantor should fail to pay the said indebtedness, or any installment or part thereof at maturities, or should otherwise fail to perform any of the terms and conditions of the said note, then said Trustee shall, upon demand of said Beneficiary, his successors or assigns, whether or not all of said indebtedness shall have become due, sell, at public outcry, to the highest bidder for cash, within the legal hours, and at the courthouse of the aforesaid county (or if there be two judicial districts in said county, then at the courthouse in the judicial district in which said lands are situated) the aforesaid property, after having advertised said sale by publishing notice of the time, place and terms of such sale in some newspaper having general circulation in said county and qualified to publish same, for three consecutive weeks preceding such sale, and by posting one notice thereof for said time, at said courthouse at which said property is to be sold; and out of the proceeds of such sale, the lawful costs and expenses of foreclosure and sale, including the attorney's fees specified in the contract and/or note, and a reasonable and lawful Trustee's fee therefor shall be first paid, which amount shall be in addition to the late charges, attorney's fees, court costs and other collection expenses provided in said contract and/or note, next, the amount remaining owing under the aforesaid contract and/or note shall be paid to the Beneficiary herein; and lastly, any balance remaining shall be paid to Grantor. Any such sale may be held on any secular day and the Beneficiary may purchase at any such sale.

Grantor agrees to keep said premises insured to the extent, of the lesser of the total of payment or fair market value of the property from loss by fire and windstorm, and from such other casualties as may be required by said Beneficiary, its successors and assigns, for the benefit of the said Beneficiary and payable to it in the event of loss, as its interest may appear, for application, at the option of said Beneficiary, to the repairing, reconditioning, reconstruction or replacement of the aforesaid property or to any balance remaining outstanding on the aforesaid note, other said indebtedness, whether all thereof be then due or not; and that all taxes and other charges maturing from time to time on said property shall be kept promptly paid. In event of loss Grantor will give immediate notice by mail to the Beneficiary, who may make proof of loss if not made promptly by the Grantor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Beneficiary instead of to the Grantor and the Beneficiary jointly, and the insurance proceeds, or any part thereof, may be applied by the Beneficiary at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event Grantor shall neglect or refuse to obtain said insurance or pay said taxes and other charges, then said Beneficiary may, at its option, but is not required to, obtain such insurance and pay all such taxes and other charges, either or all; and all sums of money expended therefor are hereby secured by this Deed of Trust, and shall be repayable with interest at the highest lawful contract rate from dates of such payments, upon demand of said Beneficiary, and may be retained by said Beneficiary from the proceeds of any sale of said property herein, authorized.

Grantor covenants at all times to do all things necessary to defend the title to all of the said property, but the Beneficiary shall have the right, at any time, to intervene in any suit affecting such title and to employ independent counsel in connection with any suit to which it may be a party by intervention or otherwise, and upon demand Grantor agrees to pay the Beneficiary all reasonable expenses paid or incurred by it in respect of any such suit affecting title to any such property, or affecting the Beneficiary's liens or rights hereunder, including reasonable fees to the Beneficiary's attorneys, if permitted by law, and Grantor will indemnify and hold the Beneficiary harmless from and against any and all such costs, fees and expenses. In the event that the Deed of Trust is subordinate to any other deed of trust or lien of any kind, the Beneficiary may, in the event of a default in the performance of any covenant or agreement to the prior deed of trust or in the event of default in payment of any indebtedness secured by any other prior lien when due, at its option, declare the entire indebtedness secured by this Deed of Trust immediately due, and payable, or the Beneficiary may perform any such defaulted covenant or agreement to such extent as the Beneficiary may determine or pay any part of the indebtedness which is in default, with resultant right of subrogation, and the Beneficiary shall have a lien for the same with interest at the highest lawful contract rate from date until paid, and the Trustee shall have all of the powers of sale or otherwise, in reference to said payments as for default in the payments of the original indebtedness secured by this Deed of Trust.

This Deed of Trust may be assigned by the Beneficiary and when so assigned the assignee shall have all of the rights and privileges given to the Beneficiary by the terms thereof. The term "Grantor" as used herein shall include the agents, heirs, assigns and administrator or executor of each Grantor. In this Deed of Trust, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular includes the plural.

The said Beneficiary, its successors, assigns, or legal representatives, or any owner of the above mentioned note, or either of them, are hereby authorized to appoint, in writing, successive or substitute trustees in the place of the Trustee hereinabove named, or the successor or successors of such Trustee, if from any cause the above named Trustee, or the successor or successors of such Trustee, shall not be present, able and willing to execute the trust granted hereunder or to act in the premises, or if said Beneficiary, its successors, assigns or legal representatives, or any owner of the aforesaid contract and/or note, or either of them, shall for any reason desire so to do. If there be more than one trustee, either or both Trustees may execute the powers conveyed to the trusted under this trust deed.

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Witness the signature of the undersigned on the day, month and year first above set forth.

Subscribing Witnesses:

William K Bishop

Donna Dasing

Thelma L. Woodruff (L.S.)
Signature of Grantor

Harold J. Woodruff (L.S.)
Signature of Grantor

GRANTORS ACKNOWLEDGMENT

STATE OF MISSISSIPPI

COUNTY OF DeSoto

This day personally appeared before me, the undersigned authority in and for the above styled jurisdiction, and within named Harold J. Woodruff and Thelma L. Woodruff wife who acknowledged that (he) (she) (they) signed and delivered the above and foregoing instrument on the day and year therein named as (his) (her) (their) free and voluntary act and deed.

Given under my hand and official seal, this the 14 day of Oct A.D. 19 75.

(SEAL)

Notary Public

My Commission Expires August 24, 1978

WITNESS ACKNOWLEDGMENT

STATE OF MISSISSIPPI

COUNTY OF _____

This day personally appeared before me, the undersigned authority in and for the above styled jurisdiction, _____, one of the subscribing witnesses to the foregoing instrument, who, being by me first duly sworn, upon his oath deposeth and saith that he saw the within named _____ and _____, his _____, whose name (is) (are) subscribed thereto, sign and deliver the same to _____, that he, this affiant, subscribed his name thereto as a witness in the presence of the said _____ and _____, his _____, and _____, the other subscribing witness; that he saw _____, the other subscribing witness, subscribe his name as witness thereto in the presence of the said _____ and _____, his _____, and that the subscribing witness subscribed their names to said instrument in the presence of each other on the day and year therein named.

Sworn to and subscribed before me, this the _____ day of _____, A.D., 19____.

(SEAL)

Notary Public

INDIVIDUAL ACKNOWLEDGMENT

STATE OF _____

COUNTY OF _____

On _____, 19____.

Notary Public

CORPORATE ACKNOWLEDGMENT

STATE OF _____

COUNTY OF _____

On this _____ day of _____, 19____.

Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 4 o'clock 55 minutes P. M. 14 day of Oct. 1975, and that the same has been recorded in Book 192 Page 137 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 20 day of Oct. 1975.

Fees $ 3.50 pd.

SEAL H. L. Ferguson, CLERK

RETURN TO:
RECORD DATA OF MISS.
SUITE 900-100 N. MAIN
MEMPHIS, TN 38103

Harold J. Woodruff

TO

Thelma L. Woodruff

Area Financial Services
1547 Stateline Rd.
Southaven, Miss.

Robert Q. Whitwell, Trustee

THE STATE OF MISSISSIPPI
DeSoto County

I, H. L. Ferguson, Clerk of the Chancery Court of said County, do hereby certify that the within named Deed of Trust was filed for record in my office on the day of Oct 1975 at 4:55 o'clock P M., and the same is now duly recorded in Book 192 page 137 of the Records of Trust Deeds in my office.

Given under my hand and official seal, this the 20 day of Oct 1975.

H. L. Ferguson, Clerk

By _____, D.C.

Pd 3.50

CANCELED BY AUTHORITY RECORDED IN BOOK
199 PAGE 35.
THIS 23 DAY OF April 19 76
H. D. Ferguson
CHANCERY CLERK

LENDER
AVCO FINANCIAL SERVICES OF MISSISSIPPI, INC.
1547 Stateline Rd.
Southaven, Miss.

DEED OF TRUST

LOAN NO. 12292
AMOUNT OF LOAN 5572.07
AMOUNT OF INTEREST 4747.93
AMOUNT OF SERVICE CHARGE

THIS DEED OF TRUST, made and entered into this 18th day of September, 19 75 by and between Larry Richard Kilbury and Annette E. Kilbury his wife, hereinafter called the Grantor; Robert Q. Whitwell, hereinafter called the Trustee; and Avco Financial Services having his principal office and post office address at 1547 Stateline Rd. (Street) Southaven (City) Miss. (State), hereinafter called the Beneficiary:

WHEREAS the Grantor is justly indebted to the Beneficiary in the full sum of Ten thousand three hundred twenty and 00/100 Dollars ($ 10,320.00), evidenced by a Loan Agreement and/or promissory note; hereinafter referred to as "Note", dated 9-18-75, herewith payable to the order of the Beneficiary, at its office or such other place as the holder may designate in 60 monthly installments of $ 172.00 commencing on the 18th day of October, 19 75 and like payments on the same day of each successive month thereafter until paid in full, together with late charges, court cost, collection expenses, attorney fees and interest after maturity as provided in said note.

WITNESSETH, Grantor to secure the payment of said indebtedness hereinabove specifically described, together with any other indebtedness that may become due and owing under the terms of his instrument, does hereby grant, bargain, convey and sell unto the said Trustee, the following described land and property, together with all hereditaments and appurtenances thereunto appertaining, lying, and being situated in the city or town of Southaven, County of DeSoto, Mississippi, and more particularly described as follows, to wit:

Lot 644, Section F, Carriage Hills Subdivision, in Section 24, Township 1 South, Range 8 West, as per plat thereof recorded in Plat Book 6, Pages 3 and 4, in the office of the Chancery Clerk of DeSoto County, Mississippi.

TOGETHER WITH all buildings and improvements now or hereafter erected thereon and all screens, awnings, shades, storm sash and blinds, and heating, lighting, plumbing, gas, electric, ventilating, refrigerating and air-conditioning equipment used in connection therewith, all of which, for the purpose of this Deed of Trust, shall be deemed fixtures and subject to the property above described, all of which is referred to hereinafter as the "premises," to the extent permitted by law.

This conveyance, however, is in trust, and should Grantor pay the aforesaid note at maturities and otherwise perform all the terms and conditions thereof, this conveyance shall be void; otherwise, and in the event that Grantor should fail to pay the said indebtedness, or any installment or part thereof at maturities, or should otherwise fail to perform any of the terms and conditions of the said note, then said Trustee shall, upon demand of said Beneficiary, his successors or assigns, whether or not all of said indebtedness shall have become due, sell, at public outcry, to the highest bidder for cash, within the legal hours, and at the courthouse of the aforesaid county (or if there be two judicial districts in said county, then at the courthouse in the judicial district in which said lands are situated) the aforesaid property, after having advertised said sale by publishing notice of the time, place and terms of such sale in some newspaper having general circulation in said county and qualified to publish same, for three consecutive weeks preceding such sale, and by posting one notice thereof for said time, at said courthouse at which said property is to be sold; and out of the proceeds of such sale, the lawful costs and expenses of foreclosure and sale, including the attorney's fees specified in the contract and/or note, and a reasonable and lawful Trustee's fee therefor shall be first paid, which amount shall be in addition to the late charges, attorney's fees, court costs and other collection expenses provided in said contract and/or note, next, the amount remaining owing under the aforesaid contract and/or note shall be paid to the Beneficiary herein; and lastly, any balance remaining shall be paid to Grantor. Any such sale may be held on any secular day and the Beneficiary may purchase at any such sale.

Grantor agrees to keep said premises insured to the extent, of the lesser of the total of payment or fair market value of the property from loss by fire and windstorm, and from such other casualties as may be required by said Beneficiary, its successors and assigns, for the benefit of the said Beneficiary and payable to it in the event of loss, as its interest may appear, for application, at the option of said Beneficiary, to the repairing, reconditioning, reconstruction or replacement of the aforesaid property or to any balance remaining outstanding on the aforesaid note, other said indebtedness, whether all thereof be then due or not; and that all taxes and other charges maturing from time to time on said property shall be kept promptly paid. In event of loss Grantor will give immediate notice by mail to the Beneficiary, who may make proof of loss if not made promptly by the Grantor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Beneficiary instead of to the Grantor and the Beneficiary jointly, and the insurance proceeds, or any part thereof, may be applied by the Beneficiary at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event Grantor shall neglect or refuse to obtain said insurance or pay said taxes and other charges, then said Beneficiary may, at its option, but is not required to, obtain such insurance and pay all such taxes and other charges, either or all; and all sums of money expended therefor are hereby secured by this Deed of Trust, and shall be repayable with interest at the highest lawful contract rate from dates of such payments, upon demand of said Beneficiary, and may be retained by said Beneficiary from the proceeds of any sale of said property herein authorized.

Grantor covenants at all times to do all things necessary to defend the title to all of the said property, but the Beneficiary shall have the right, at any time, to intervene in any suit affecting such title and to employ independent counsel in connection with any suit to which it may be a party by intervention or otherwise, and upon demand Grantor agrees to pay the Beneficiary all reasonable expenses paid or incurred by it in respect of any such suit affecting title to any such property, or affecting the Beneficiary's liens or rights hereunder, including reasonable fees to the Beneficiary's attorneys, if permitted by law, and Grantor will indemnify and hold the Beneficiary harmless from and against any and all such costs, fees and expenses. In the event that the Deed of Trust is subordinate to any other deed of trust or lien of any kind, the Beneficiary may, in the event of a default in the performance of any covenant or agreement to the prior deed of trust or in the event of default in payment of any indebtedness secured by any other prior lien when due, at its option, declare the entire indebtedness secured by this Deed of Trust immediately due, and payable, or the Beneficiary may perform any such defaulted covenant or agreement to such extent as the Beneficiary may determine or pay any part of the indebtedness which is in default, with resultant right of subrogation, and the Beneficiary shall have a lien for the same with interest at the highest lawful contract rate from date until paid, and the Trustee shall have all of the powers of sale or otherwise, in reference to said payments as for default in the payments of the original indebtedness secured by this Deed of Trust.

This Deed of Trust may be assigned by the Beneficiary and when so assigned the assignee shall have all of the rights and privileges given to the Beneficiary by the terms thereof. The term "Grantor" as used herein shall include the agents, heirs, assigns and administrator or executor of each Grantor. In this Deed of Trust, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular includes the plural.

The said Beneficiary, its successors, assigns, or legal representatives, or any owner of the above mentioned note, or either of them, are hereby authorized to appoint, in writing, successive or substitute trustees in the place of the Trustee hereinabove named, or the successor or successors of such Trustee, if from any cause the above named Trustee, or the successor or successors of such Trustee, shall not be present, able and willing to execute the trust granted hereunder or to act in the premises, or if said Beneficiary, its successors, assigns or legal representatives, or any owner of the aforesaid contract and/or note, or either of them, shall for any reason desire so to do. If there be more than one trustee, either or both Trustees may execute the powers conveyed to the trusted under this trust deed.

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Witness the signature of the undersigned on the day, month and year first above set forth.

Subscribing Witnesses:

William K Bokap

Jackie L. Walton

Larry Richard Kilbury (L.S.)
Signature of Grantor

Annette E. Kilbury (L.S.)
Signature of Grantor

GRANTORS ACKNOWLEDGMENT

STATE OF MISSISSIPPI

COUNTY OF DeSoto

This day personally appeared before me, the undersigned authority in and for the above styled jurisdiction, and within named Larry Richard Kilbury and Annette E. Kilbury his wife who acknowledged that (he) (she) (they) signed and delivered the above and foregoing instrument on the day and year therein named as (his) (her) (their) free and voluntary act and deed.

Given under my hand and official seal, this the 18 day of Sept. A.D., 19 75.

(SEAL)

Notary Public

My Commission Expires August 24, 1979

WITNESS ACKNOWLEDGMENT

STATE OF MISSISSIPPI

COUNTY OF _____

This day personally appeared before me, the undersigned authority in and for the above styled jurisdiction, _____

_____, one of the subscribing witnesses to the foregoing instrument, who, being by me first duly sworn, upon his oath deposeth and saith that he saw the within named _____ and _____, his _____, whose name (is) (are) subscribed thereto, sign and deliver the same to _____, that he, this affiant, subscribed his name thereto as a witness in the presence of the said _____ and _____, his _____, and _____, the other subscribing witness; that he saw _____, the other subscribing witness, subscribe his name as witness thereto in the presence of the said _____ and _____, his _____, and that the subscribing witness subscribed their names to said instrument in the presence of each other on the day and year therein named.

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

(SEAL)

Notary Public

INDIVIDUAL ACKNOWLEDGMENT

STATE OF _____

COUNTY OF _____

On _____, 19___, personally appeared the above named

Notary Public

CORPORATE ACKNOWLEDGMENT

STATE OF _____

COUNTY OF _____

On this _____ day of _____, 19____,

Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 4 o'clock 55 minutes P. M., 17 day of Oct., 1975, and that the same has been recorded in Book 192 Page 139 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 20 day of Oct., 1975.

Fees $3.50 pd.

SEAL H. L. Ferguson, CLERK

Return to:
Record Data of Mississippi
Suite 922-100 N. Main
Memphis, Tn. 38103

Larry Richard Kilbury

Annette E. Kilbury

TO

Avco Financial Services

1547 Stateline Rd.
Southaven, Miss.

Robert C. Mitwell, Trustee

THE STATE OF MISSISSIPPI

I, H. L. Ferguson, Clerk of the Chancery Court of DeSoto County, do hereby certify that the within named Deed of Trust was filed for record in my office on the day of 17th Oct., 1975 at 4:55 o'clock P M., and the same together with the certificate and acknowledgment, is now duly recorded in Book _____ page _____ of the Records of Trust Deeds in my office.

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

Fee $3.50

_____, Clerk

By _____, D.C.

CANCELLED BY AUTHORITY RECORDED IN BOOK
216 PAGE 223
THIS 27 DAY OF Sept 1977
CHANCERY CLERK

ASSIGNMENT OF DEED OF TRUST

STATE OF MISSISSIPPI
COUNTY OF DESOTO

OCTOBER 16, 1975

For value received, I, Wayne G. Stanford, do hereby sell, transfer, assign and set over unto THE HERNANDO BANK, Hernando, Mississippi, that certain Deed of Trust executed by Edwin R. Chambliss and wife, Shelia E. Chambliss, to William H. Austin, Jr., Trustee for the undersigned beneficiary, said Deed of Trust dated September 3, 1974, of record in Real Estate Trust Deed Book 179, Page 258 of the land records of DeSoto County, Mississippi, together with all my right, title and interest in said Deed of Trust and the lands described therein and the indebtedness secured thereby.

WITNESS MY SIGNATURE, this the 16th day of October, 1975.

Wayne Stanford
Wayne G. Stanford

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 WAYNE G. STANFORD, who acknowledged that he signed and delivered the above and foregoing Assignment of Deed of Trust on the day and date therein mentioned as his free and voluntary act and deed and for the purposes therein expressed.

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

Beverly B Scott
Notary Public

My Commission Expires:
My Commission Expires May 7, 1977

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock
30 minutes A. M. 20 day of Oct. 1975, and that the same has been
recorded in Book 192 Page 141 records of REAL ESTATE TRUST DEEDS
of said County.
Witness my hand and seal this the 20 day of Oct. 1975.

2.50 pd.

SEAL H. L. Ferguson, CLERK

Paid, Satisfied and Cancelled
This 12 day of Oct. 19 77
The Hernando Bank
By
Attest H. L. Ferguson
Chancery Clerk
By J. Kirk D.C.

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

STATE OF MISSISSIPPI, DeSoto County. } ss.

KNOW ALL MEN BY THESE PRESENTS: That Bank of Mississippi

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

bearing date the _____ day of _____ 19____, made and executed by H & M Builders

_____ of _____, to Bank of Mississippi

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

County, in the State of Mississippi in Land Trust Deed Record No. 154 on page 484

of the Record of Trust Deeds, on the ~~February~~ Twentieth day of February, A. D. 19 73, is now fully paid

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

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

said County also as provided by law.

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 14th day of October A. D. 1975

Notary Public

My Comm. Expires Nov. 6,

LAWYERS-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., 20 day of Oct. 1975, and that the same has been

recorded in Book 192 Page 142 records of REAL ESTATE TRUST DEEDS

of said County.

Witness my hand and seal this the 20 day of Oct. 1975.

2.50

H. D. Ferguson, CLERK

SIDNEY KATZ, Attorney
NATIONAL MORTGAGE COMPANY
4011 KNIGHT ARNOLD ROAD
MEMPHIS, TENNESSEE 38118

PREPARED BY
SIDNEY M. KATZ, ATTY.
4011 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 Vernon Lee McKenzie and wife, Dorothy McKenzie, to DELTA TITLE COMPANY, Trustee, for the benefit of National Mortgage Company, a Tennessee Corporation, dated August 29, 19 75, securing a note in the sum of $ 21,550.00, recorded in Book 191, Page 432, of the office of the Chancery Clerk of DeSoto County, Mississippi, together with the indebtedness secured thereby.

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

The undersigned covenants that the original Note secured by said Deed of Trust and assigned by this instrument is in the principal amount of $ 21,550.00, plus interest at the rate of 7-3/4 % per annum, the first monthly installment being due the first 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 10th day of October, 19 75.

NATIONAL MORTGAGE COMPANY

Sidney M. Katz
Senior Vice President

ATTEST:

S. J. Weissmann
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 S. J. Weissmann 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 10th day of October, 19 75.

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. 20 day of Oct. 1975, and that the same has been recorded in Book 192 Page 143 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 20 day of Oct. 1975.

Fees $ 2.50 pd.

SEAL H. W. Ferguson, CLERK

144

Paid, Satisfied and Cancelled
This 30th day of November 19 78
David A. Gustafson
Trustee

Attest H. G. Ferguson D.C.
Chancery Clerk by E. Brooks

FOR REAL ESTATE, CHATTEL OR BOTH

Terry Kirk and wife, Tesa Kirk

To { DEED OF TRUST

Stanley R. Harper and wife, Deborah Harper

THIS INDENTURE, Made this 17th day of October 19 75
between Terry Kirk and wife, Tesa Kirk, Party
of the first part,
and Stanley R. Harper and wife, Deborah Harper, Party
of the second part.

WITNESSETH, That whereas, said party of the first part, being indebted to the said party of the second part in the sum of Two Thousand Six Hundred and 00/100 ($2,600.00), with no interest, repayable in 26 monthly installments of $100.00 each, commencing on the 17th day of November, 1975, with each subsequent and succeeding installment being due on the 17th day of each month thereafter, and the final installment, if not sooner paid, being due and payable on December 17, 1977.

and any further amount that the party of the second part may furnish the party of the first part [illegible] payment of the same when due: Therefore, in consideration of the premises, and of the sum of One Dollar to the party of the first part paid by DAVID A. GUSTAFSON Trustee, the party of the first part 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: [illegible]

Lot 528, Section "B", in DESOTO VILLAGE Subdivision, in Section 34, Township 1 South, Range 8 West, as shown by the plat recorded in Plat Book 8, Pages 16-21, in the office of the Chancery Clerk of said County and being more particularly described as follows:
Beginning at a point in the northeasterly line of Kentwood Drive at the southern-most corner of Lot 529 of said subdivision 565.44 feet southeastwardly from the southeasterly curb line of Valleybrook Road, produced; thence southeastwardly along the northeasterly line of Kentwood Drive 65.0 feet to a point at the western most corner of Lot 527 of said subdivision; thence northeastwardly 130.0 feet to a point at the northern-most corner of Lot 527; thence northeastwardly 65.0 feet to a point at the eastern-most corner of said Lot 529; thence southwestwardly 130.0 feet to the point of beginning.

This Deed of Trust is second and subordinate to that certain Deed of Trust of record in Book 142, Page 492, in the office of the Chancery Clerk of DeSoto County, Mississippi.

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

Witness our signature s the date written above.

Witness

Terry Kirk

Tesa Kirk

STATE OF MISSISSIPPI, DeSOTO COUNTY.

Personally appeared before me a notary public of said County, the within named Terry Kirk and wife, Tesa Kirk,

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

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

(SEAL)

My Commission Expires April 3, 1978

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

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 9 o'clock A. M. 20 day of Oct. 1975, and that the same has been recorded in Book 192 Page 144 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 20 day of Oct. 1975.

30

2.50

H. G. Ferguson, CLERK

145

946 C4 MISS.

RELEASE OF REAL ESTATE DEED OF TRUST

KNOW ALL MEN BY THESE PRESENTS: That whereas James Harold Johnson and Bernadine Johnson (NAMES OF BORROWERS)

by Deed of Trust dated August 15 (MONTH AND DAY), 19 73, and recorded September 4 (MONTH AND DAY),

19 73, in the office of the Clerk of the Chancery Court of the County of DeSoto, Mississippi,

in Book 165 at page 130 of the records, in said office, conveyed to the undersigned Trustee, certain real estate, in trust to secure the payment of the indebtedness mentioned therein.

AND WHEREAS said indebtedness has been paid and the purposes of said trust have been fully satisfied;

NOW THEREFORE, at the request of the legal holder of the indebtedness secured by said Deed of Trust, and in consideration of the premises, I, do hereby remise, release and quitclaim unto the present owners of said real estate and unto the heirs, successors and assigns of said owners forever, all the right, title and interest which I have under and by virtue of said Deed of Trust in and to the said real estate therein described.

TO HAVE AND TO HOLD the same together with all and singular the privileges and appurtenances therewith belonging forever; and further that the said Deed of Trust is, by these presents, to be considered as fully and absolutely released, canceled and forever discharged.

Witness my hand and seal this 13th day of October 19 75

P. M. Staggs
TRUSTEE

STATE OF MISSISSIPPI
COUNTY OF DeSoto } SS:

Personally appeared before me, the undersigned authority, the within named J. E. Dalton who acknowledged that he signed and delivered the above foregoing Release of Real Estate Deed of Trust on the day and year therein mentioned.

Given under my hand and official seal this the 13th day of October 19 75

T. A. Clem
NOTARY PUBLIC

My commission expires December 18, 1978

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock 30 minutes A. M. 20 day of Oct. 1975, and that the same has been recorded in Book 192 Page 145 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 20 day of Oct. 1975.

Fees $2.50 pd.

SEAL H. D. Ferguson, CLERK

146

CANCELED BY AUTHORITY RECORDED IN W
97 day of Feb 1976
1976 10 day of Dec
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 ARTHUR WRIGHT

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 TWO THOUSAND AND NO/100----------DOLLARS ($ 22,000.00) evidenced by one promissory note of even date herewith in favor of the beneficiary, bearing interest at the rate of 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 10th 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:

1.5 acres in the Southeast Quarter of Section 20, Township 2 South, Range 5 West, DeSoto County, Mississippi, and being more particularly described as: COMMENCE at the Southeast Corner of Section 20, Township 2 South, Range 5 West, DeSoto County, Mississippi; thence Northwardly along East line of said Section 20, a distance of 680 feet more or less to Southeast Corner of Emmit Wright 80 acres; thence Westwardly along the South line of Emmit Wright 80 acres 2345 feet to an iron pin at Southeast Corner of Nannie Lee Wright one (1) acre and also the point of beginning; thence North 7 degrees 30 minutes West 245 feet to an iron pin in the South line of Red Banks Road; thence North 48 degrees 30 minutes East along said South line 259 feet to an iron pin; thence South 5 degrees 0 minutes East 410 feet to an iron pin in Emmit Wright South line; thence South 88 degrees 0 minutes West along wire fence line 200 feet to the point of beginning and containing 1.5 acres, less public road right-of-way.

Copyright Mississippi Bankers Association

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

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

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

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

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

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

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

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

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

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

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

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

IN TESTIMONY WHEREOF, witness the signature of the grantor this the 25th day of September 1975.

Arthur Wright

ARTHUR WRIGHT

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

ARTHUR WRIGHT 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 30th day of September, 1975.

My Commission Expires: Jan 6 1976

Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY

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

20 A. 20 day of Oct. 1975, and that the same has been

122 146 records of REAL ESTATE TRUST DEEDS

20 day of Oct. 1975.

5.00 pd

W. D. Ferguson, Clerk

Tom W. Ballard, Atty
Hernando 38632

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

TENNESSEE
STATE OF MISSISSIPPI ~~XXXXXX~~ }
~~XXXXX~~ County. } ss.
SHELBY

KNOW ALL MEN BY THESE PRESENTS: That THE PEOPLES BANK

of Collierville, Tennessee the beneficiary, does hereby certify that a certain trust deed bearing date the 14th day of July, 19 72, made and executed by RUSSELL H. WALDRIP and wife, JEANNINE WALDRIP of Hernando, Mississippi to BRUCE PAYNE, 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 147 on page 484 of the Record of Trust Deeds, on the 11th day of September 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 17 day of October, 1975.

THE PEOPLES BANK

BY: Miss Bayce Jones asst
Title:

TENNESSEE
STATE OF MISSISSIPPI ~~XXXXXX~~ }
~~XXXXX~~ County. } ss.
SHELBY

Personally came and appeared before me, the undersigned authority Notary Public in and for County and State aforesaid, Miss Bayce Jones who acknowledged that she signed and delivered the above and foregoing instrument on the day and date for the purpose therein mentioned for and on behalf of THE PEOPLES BANK, being first duly authorized and empowered by said Bank to so do.

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

My Commission Expires:

My Commission Expires Jan 5, 1978

Fred H. Melling
NOTARY PUBLIC

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. 20 day of Oct. 1975, and that the same has been recorded in Book 122 Page 149 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 20 day of Oct. 1975.

Fees $2.50 pd.

SEAL H. D. Ferguson, CLERK

150

THIS INSTRUMENT WAS PREPARED BY

This instrument prepared by: TOMMY ~~KAMER~~, COMMERCIAL & INDUSTRIAL BANK MEMPHIS, TENNESSEE

TRUST DEED RELEASE

WHEREAS, By the hereinafter described trust deed___, heretofore recorded in the Register's Office of ~~Shelby County, Tenn.~~ ~~Miss~~ DeSoto County 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
Harry M. Thurmon and wife, Ann R. Thurmon	Feb. 1, 1973	Book 153 Page 437	Lot 25, Summerset View Subdivision, Second Addition, Section 35, Township 1, Range 7 West as shown by plat of record in Plat Book 5, Page 24, in the office of Chancery Clerk of DeSoto County, 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 claimS- and conveyS unto said grantoR___ their heirs and assigns all their right, title, and interest in and to the real estate described in said trust deed, to which reference is made for a particular description of said property.

The undersigned, COMMERCIAL & INDUSTRIAL BANK covenants with the said grantor S that they the legal ownerS and holder 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 COMMERCIAL AND INDUSTRIAL BANK has S hereunto set hand (or caused its corporate name to be signed hereto by and through its proper officers duly authorized so to do) this the 17th day of October 19 75

COMMERCIAL & INDUSTRIAL BANK

Jim Smith- Asst. Vice Pres.

STATE OF TENNESSEE }
COUNTY OF SHELBY }

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

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

My commission expires ___ day of ___ 19___ Notary Public

STATE OF TENNESSEE }
COUNTY OF SHELBY }

Before me, a Notary Public in and for said State and County duly commissioned and qualified, personally appeared Jim Smith with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the Asst. Vice President of the COMMERCIAL & INDUSTRIAL BK 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 Shelby County, Tennessee this 17th day of October 19 75

My commission expires 3rd day of Sept. 19 79 Notary Public

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

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 30 minutes A. M. 20 day of Oct. 1975, and that the same has been recorded in Book 192 Page 150 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 20 day of Oct. 1975.

2.50

H. L. Ferguson, CLERK

325279

ASSUMPTION AGREEMENT

This Agreement made this 4th day of October, 19 75, by and between Gerald R. Taylor and wife, Jimmye M. Taylor (hereafter "Seller"); Unifirst Federal Savings and Loan Association (hereafter "Association"); and James E. Cuneo and wife, Patricia A. Cuneo (hereafter "Purchaser").

WHEREAS, the Seller is obligated and liable for payment to the Association of their promissory note in the original principal sum of $ 35,000.00 , dated 8/28/74, which note is secured by a deed of trust dated 8/28/74, which is on file and of record in the office of the Chancery Clerk of DeSoto County at Hernando, Mississippi, in Deed of Trust Book 179 at Page 92 securing the following described property:

Lot 1249, Section F, Greenbrook S/D
Southaven, DeSoto Co., Ms.

reference to which is hereby made, and the Association now being the owner and holder of said promissory note and deed of trust; and

WHEREAS, the Seller has sold and conveyed or is about to sell and convey the real property, together with all improvements thereon, described in said deed of trust, and the whole thereof to the Purchaser, and both the Seller and Purchaser have requested the Association to release the Seller from all of the liability under or on account of said promissory note, the indebtedness evidenced thereby, and said deed of trust under the terms and conditions hereafter set forth.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements set forth herein, it is hereby understood and agreed as follows:

1. That the Association does hereby consent to the sale and conveyence of the land and property conveyed under the aforesaid deed of trust by the aforesaid Seller to the said Purchaser and the substitution of said Purchaser in the place and stead of said Seller in the above described promissory note and deed of trust under the herein described terms, conditions and provisions of this Agreement.

2. That prior to the execution of this Assumption Agreement, Grantor agreed in writing that the interest rate on the remaining principal balance which Grantor owes the Association is 8 3/4 percent.

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3. That the credit of Purchaser is satisfactory to Association.

4. That the Seller, after having made the September 1, 1975 payment on said note, is hereby released from further liability under or on account of said promissory note.

5. That the Purchaser will jointly and severally join in the execution of the original promissory note as co-makers thereof if so requested by the Association and hereby covenants, promises and agrees:

(a) to pay said promissory note in installments at the times, in the manner and in all respects as therein provided, and, further, for considerations herein provided, to assume full liability for the payment of the indebtedness as evidenced by the note and deed of trust securing same, at the rate of 8 3/4 percent per annum on the remaining principal balance of the note, that balance being $34,747.11 , said payments to be made at the principle office of Association in consecutive monthly installments of Two Hundred Seventy Five Dollars and 45/100ths Dollars ($275.45), on the 1st day of each month beginning October 1, 1975, until the entire indebtedness is fully paid, except that any remaining indebtedness, if not sooner paid, shall be due and payable on the 30th day of September, 2004.

(b) to perform each and all the obligations provided in said deed of trust to be performed by the Seller at the time, in the manner and in all respects as therein provided; and

(c) to be bound by each and all of the terms and provisions of said deed of trust, all as though said promissory note and said deed of trust, and each of them, had originally been made, executed and delivered by the Purchaser.

6. That the real property and the whole thereof together with all improvements thereon described in said deed of trust shall remain subject to the lien, charge or encumbrances of said deed of trust, and nothing herein contained or done pursuant hereto shall affect or be construed to affect the liens, charges or encumbrances or, except as therein otherwise expressly provided, to release or affect the liability of any party or parties whomsoever, who may now or hereafter be liable under or on account of said promissory note and the said deed of trust.

7. In this Agreement, the singular number includes the plural, and the plural number includes the singular. If this Agreement be executed by more than one person, firm or corporation as Purchaser, the obligations of each such person, firm or corporation hereunder shall be joint and several. The pleading of any statutes of limitations as a defense to any and all obligations and demands secured by or mentioned in said deed of trust is hereby waived by Purchaser to the full extent permissible by law.

8. That this Agreement applies to, inures to the benefit of and binds all parties hereto and their respective heirs, legatees, devisees, administrators, executors, successors and assigns.

WITNESS THE SIGNATURE OF Gerald R. Taylor and wife, Jimmye M. Taylor; James E. Cuneo and wife, Patricia A. Cuneo; and Unifirst Federal Savings and Loan Association, by its duly and legally authorized officers, this the 4th day of Ocotber, 1975.

SELLERS:

Gerald R. Taylor
Gerald R. Taylor

Jimmye M. Taylor
Jimmye M. Taylor

PURCHASERS:

James E. Cuneo
James E. Cuneo

Patricia A. Cuneo
Patricia A. Cuneo

UNIFIRST FEDERAL SAVINGS AND LOAN ASSOCIATION

BY Peggy Lowe
Sr. Vice President (Title)

BY Larry J. Mooney
Vice President (Title)

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STATE OF MISSISSIPPI
COUNTY OF ~~HINDS~~ DESOTO

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, Gerald R. Taylor and wife, Jimmye M. Taylor, who acknowledged that they signed and delivered the above and foregoing instrument of writing on the day and year therein mentioned.

GIVEN under my hand and official seal, this the 4th day of October, 1975.

Notary Public

My Commission Expires:
My Commission Expires March 13, 1979

STATE OF MISSISSIPPI
COUNTY OF ~~HINDS~~ DESOTO

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, James E. Cuneo and wife, Patricia A. Cuneo, who acknowledged that they signed and delivered the above and foregoing instrument of writing on the day and year therein mentioned.

GIVEN under my hand and official seal, this the 4th day of October, 1975.

Notary Public

My Commission Expires:
My Commission Expires March 13, 1979

STATE OF MISSISSIPPI
COUNTY OF HINDS

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, Peggy Lowe and Larry Bradley, who acknowledged that they are Sr. Loan Underwriter and Vice President respectively of Unifirst Federal Savings and Loan Association, a Corporation, and that they signed and delivered the above and foregoing instrument of writing on the day and year therein mentioned for and on behalf of said Corporation, having been first duly authorized so to do.

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

Ann H. Phelps
Notary Public

My Commission Expires:
Aug 16, 1978

LU 528-P.5

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock
30 minutes A. M. 20 day of Oct. 1975, and that the same has been
recorded in Book 192 Page 151 records of REAL ESTATE TRUST DEEDS
of said County.
Witness my hand and seal this the 20 day of Oct. 1975.

5.50

H. H. Ferguson, CLERK

CANCELLED BY AUTHORITY IN BOOK ____ PAGE ____ THIS ____ DAY OF ____ 19____

CHANCERY CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK 244 PAGE 87 THIS 11 DAY OF June 19 79

H. A. Ferguson

CHANCERY CLERK

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

DEED OF TRUST
LAND

THIS INDENTURE, this day made and entered into between

ERNEST L. MOORMAN, JR., (also known as Ernest Lee Moorman), and wife, HAZEL R. MOORMAN, (also known as Hazel Williams Moorman),

of the first part, hereinafter designated as the Grantor,

WILLIAM H. AUSTIN, JR. Trustee, of the second part, hereinafter designated as Trustee, and

FIRST NATIONAL BANK OF HERNANDO

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 SIX HUNDRED FORTY THREE AND 90/100---------- DOLLARS

($ 2,643.90) evidenced by One promissory note of even date herewith in favor of the beneficiary, bearing interest at the rate of 10% per centum per annum after Maturity , providing for the payment of attorney's fees in case of default and being due and payable as follows, to-wit:

42 Monthly installments of $62.95 beginning on November 8, 1975, and continuing each and every successive month thereafter until paid in full, with last installment due on Apr. 8th, 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

LOt 472 in Section D of Buena Vista Lakes Subdivision as shown on plat appearing of record in Plat Book 5, Page 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.

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 10th day of October 1975

Ernest Lee Moorman
ERNEST L. MOORMAN, JR.

Hazel R. Moorman
HAZEL R. MOORMAN

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. Moorman, Jr., and wife Hazel R. Moorman who severally acknowledged that they signed and delivered the above and foregoing deed of trust on the day and year therein mentioned.

Given under my hand and official seal, this the 10th day of October, 1975

My Commission Expires: Jan 24, 1979

Betty H. McIntosh
Notary Public

NOTARY PUBLIC

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 11 o'clock 20 minutes A. M. 20 day of Oct., 1975, and that the same has been recorded in Book 192 Page 155 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 20 day of Oct. 1975.

Fees $5.00

D. 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

JANE GAGLIANO FRULLA

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 SIX THOUSAND TWO HUNDRED SIXTY-NINE AND 76/100 - - - - - - - - -DOLLARS ($6,269.76) 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:

Thirty-Six (36) equal monthly payments of One Hundred Seventy-Four and 16/100 Dollars ($174.16) each, beginning on the 8th day of November, 1975, with a like payment due and payable on the 8th day of each and every successive month thereafter, the final payment being due and payable on the 8th day of October, 1978, or until paid in full.

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

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

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

Lot 164, in Section "A", of Buena Vista Lakes Subdivision as shown on plat appearing of record in Plat Book 4, Pages 33-37 in the Chancery Court Clerk's Office of DeSoto County, Mississippi, to which recorded plat reference is made for a more particular description. Said lot being situated in Section 13, Township 4 (South), Range 8 West, (DeSoto County, Mississippi).

Copyright Mississippi Bankers Association

CANCELLED BY AUTHORITY RECORDED IN BOOK 204 PAGE 697
THIS 11 DAY OF Oct 1976
H. D. Ferguson
CHANCERY CLERK

SAMUEL J. FRULLA has joined in this Deed of Trust for the purpose of conveying any homestead rights he may have or now has.

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 10th day of Oct., 1975.

Jane Gagliano Frulla

Samuel J. Frulla

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 JANE GAGLIANO FRULLA and SAMUEL J. FRULLA, who severally acknowledged that they signed and delivered the above and foregoing deed of trust on the day and year therein mentioned.

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

My Commission Expires: April 2, 1979

(SEAL) My Commission Expires April 2, 1979

Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 11 o'clock 45 minutes A. M. 20 day of Oct. 1975, and that the same has been recorded in Book 192 Page 158 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 20 day of Oct, 1975.

Fees $ 5.00 pd.

H. G. Ferguson, Clerk

Chapparrell Garden - Murphy

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 certain DEEDS OF TRUST executed by JAMES L. Murphy, Inc. to COAHOMA NATIONAL BANK AND RECORDED IN BOOK 173 at PAGE 579 and / Book 179 at page 209 of the record of deeds or deeds of trust in your office.

THIS the 15th day of October, A. D., 19 75.

COAHOMA NATIONAL BANK, a Corp.

BY: R. D. Harper V.P.

BY: H. W. Williams

STATE OF Mississippi

COUNTY OF DeSoto

Personally appeared before me, the undersigned authority, in and for the State and County aforesaid, the within named R. D. Harper, V. P. and H. W. Williams, Loan Officer, personally known to me to be the Vice President and Loan Officer, respectively, of COAHOMA NATIONAL BANK, 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 15th day of October, A. D., 19 75.

Notary Public

My Commission Expires:
My Commission Expires Jan. 31, 1978

COUNTY

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock 30 minutes A. M. 20 day of October 1975, and that the same has been recorded in Book 192 Page 141 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 21 day of October 1975.

Fees $2.50 pd.

SEAL H. D. Ferguson, CLERK

162

Paid, Satisfied and Cancelled
This 2nd day of Feb. 1976
DeSoto Title Co. Inc Trustee
by George L Mongrale, Rec.
Attest
H. D. Ferguson
Chancery Clerk
By D. W. Caldwell D.C.

DEED OF TRUST

This indenture made this 13th day of October, 1975, between Zora T. Kuehl called First Party, and WALKEM DEVELOPMENT COMPANY OF MISSISSIPPI, INC., called Second Party, WITNESSETH:

WHEREAS, the First Party are indebted to the Second Party in the sum of $ 2,600.00, evidenced by one promissory note of even date due and repayable in 1 installments of $ 2,600.00, the first installment due the 15th day of January, 1976,

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 331 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 18, Township 3, Range 9, .

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

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

Witness our signatures this the date written above.

Martha Dozier

Zora T. Kuehl

Grantors

STATE OF TENNESSEE)
COUNTY OF SHELBY)

Personally appeared before me, the undersigned authority of said County and State, the within named Zora T. Kuehl, 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 13th day of October, 1975.

Jere M. Zachary
Notary Public

My commission expires:
My Commission Expires July 26, 1976

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 1 o'clock 30 minutes P. M. 20 day of October 1975, and that the same has been recorded in Book 192 Page 162 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 21 day of October 1975.
Fees $2.50 pd.
SEAL H. D. Ferguson, CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK 198 PAGE 456
THIS 16 DAY OF April 1976
[illegible]
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 Larry O.Neil Ward and wife, Connie E. Ward

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 Three Thousand Five Hundred Dollars and no/100----------DOLLARS ($ 3,500.00) evidenced by one promissory note of even date herewith in favor of the beneficiary, bearing interest at the rate of ten per centum per annum after date , providing for the payment of attorney's fees in case of default and being due and payable as follows, to-wit: due on or before January 9, 1976

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

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

County of DeSoto

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

Lot 2, Pine Tree Loop Subdivision in Section 3, Townshi p 3, Range 8 West, as shown on the recorded plat of said subdivision in Plat Book 6, Page 41 in the office of the Chancery Clerk of DeSoto County, Mississippi, containing 2.798 acres, more or less.

Copyright Mississippi Bankers Association

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

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary herein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment of interest as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other covenant herein contained, then and in that event the entire principal sum secured hereby with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, or the owner or holder of said note or notes, be and become at once due and payable, and the trustee herein named, or his successor or successors, shall, at the request of the beneficiary, or at the request of any owner or holder of the note or notes secured hereby, sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid. Such sale shall be made by giving notice of the time, place and terms of sale as required by Section 885 of the Mississippi Code of 1942 and amendments if any thereto, and the trustee shall make deed to the purchaser or purchasers. Should the beneficiary, or the owner or holder of the note or notes secured hereby be a corporation, then in such event a declaration of default to the trustee, and a request for sale hereunder, may be made by any officer thereof. If the land covered hereby is situated in two or more counties, or in two judicial districts of the same county, the trustee may sell the whole in any of the counties, or in either of the judicial districts of a county in which any part of the land lies. Out of the proceeds of sale the trustee shall first pay the cost of advertising and making the sale; and secondly, he shall pay whatever items may have been incurred and remain unpaid in the protection of this security; then he shall pay such of the items of indebtedness secured hereby as may be outstanding in the order of their maturity, and any balance remaining in his hands shall be delivered to the grantor, or to his proper representatives, agents or assigns.

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

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

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

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

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

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

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

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

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

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

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

Larry O. Neil Ward

Larry O. Neil Ward

Connie E. Ward

Connie E. Ward

STATE OF MISSISSIPPI,
COUNTY OF DeSoto

This day personally appeared before me, the undersigned authority, in and for the State and County aforesaid, the within named Larry O. Neil Ward and Connie E. Ward

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

Given under my hand and official seal, this the 20th day of October 19 75

My Commission Expires: 5-1-78

Rebecca Lee

Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 2 o'clock 20 minutes P. M. 20 day of October, 1975, and that the same has been recorded in Book 192 Page 163 records of REAL ESTATE TRUST DEEDS of daid County.

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

Fees $ 5.00 pd.

W. G. Ferguson

SEAL _____, CLERK

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CANCELLED BY AUTHORITY RECORDED IN BOOK 208 PAGE 806 THIS 1 DAY OF March 1977
CHANCERY CLERK

Deed of Trust

To

THE HERNANDO BANK

THIS DEED OF TRUST, Made and entered into this the 17 day of October 19 75
by and between ROBERT W. JORDAN, Party

of the first part, hereinafter designated as the GRANTORS; Winn Davis Brown, Jr.
Trustee of the second part, hereinafter designated as TRUSTEE; and The Hernando Bank, Hernando, 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 SIX THOUSAND FIVE HUNDRED TWENTY-THREE and 20/100 ---------- DOLLARS ($ 6,523.20), evidenced by promissory note of even date herewith payable to the Beneficiary as follows, to-wit:

Promissory Note of even date securing the sum of $6,523.20, which includes principal and interest, repayable in 48 equal monthly installments of $135.90 each, with the first such installment being due on the 1st day of December, 1975, and due the 1st day of each month thereafter until all principal and interest is paid in full.

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

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

NOW, THEREFORE, in consideration of FIVE AND NO/100 ($5.00) DOLLARS, to the undersigned Grantors this day paid by the aforesaid Trustee, the receipt of which is hereby acknowledged, the grantors do hereby convey and warrant unto the said Trustee, the following described land and property, together with all the hereditaments and appurtenances thereunto appertaining, including so far as they now are, or may hereafter belong to or be used in connection with the buildings now or hereafter to be erected on said premises, all elevators, heating and ventilating apparatus, gas, electric light and other fixtures, whether attached to said premises or detached therefrom, thereupon situated and thereunto belonging, lying and being situated in the City of Hernando Sec. 27, Twsp. 1 Range 8 West District of DeSoto County, State of Mississippi, and more particulary described as follows, to-wit:

Parcel 3 of the W. S. Jordan Property being part of Sections 26 and 27, Township 1 South, Range 8 West, DeSoto County, Mississippi, as shown by the W. H. Porter survey of said property dated March 17, 1965, and more particularly described as follows:
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 2 of said W. S. Jordan property property 510 feet east of the easterly right of way of the Illinois Central Railroad; thence east along the north line of Goodman Road 80.0 feet to a point at the southwest corner of Parcel 4 of said W. S. Jordan property; thence north 150.0 feet to a point at the northwest corner of said Parcel 4; thence west 80.0 feet to a point at the northeast corner of said Parcel 2; thence south 150.0 feet to the point of beginning; being the same property conveyed by W. S. Jordan, et ux, to Robert W. Jordan by Deed of record in Book 88, Page 305, of the Warranty Deeds of DeSoto County, Mississippi; a copy of the pertainent portion of said survey by W. H. Porter being attached hereto and made a part hereof by reference.

It is understood and agreed that this conveyance is made subject to and the parties hereto have agreed on and are bound by and will observe and fulfill the following covenants, stipulations and conditions as obligatory upon the respective parties:

First: This deed of trust secures not only the aforementioned indebtedness but also such future and additional advances as may be made to the grantors, or either of them, by the beneficiary in a sum of not exceeding $100,000.00 (the beneficiary to be the sole judge as to whether or not any such future or additional advancements will be made), as well as any additional indebtedness heretofore, now, or hereafter contracted with the beneficiary by the grantors, or either of them, before the cancellation of record of this instrument, whether such indebtedness be represented by promissory notes, open account, over-draft or otherwise, including also any indebtedness of any grantor made as joint maker, surety, endorser or guarantor, together with all extensions and renewals of any of the aforementioned obligations, or any part thereof, and whether otherwise secured or not.

Second: The grantors herein shall pay all taxes and assessments, general or special, which may be levied or assessed upon the property herein described promptly when the same shall become due, and keep the improvements situated upon said land insured at all times during the continuance of this deed of trust against loss or damage by fire, storm and other hazard for the maximum amount of insurance obtainable or in such amount as may be approved by the beneficiary, in some solvent insurance company or companies authorized to do business in the state of Mississippi, and satisfactory to the said beneficiary, with standard mortgage clause attached in favor of said beneficiary, or the legal holder of said note or notes, and shall have the policy or policies of insurance assigned and delivered to the legal holder or holders of the indebtedness secured hereby, and on failure so to do, then the legal holder of the note or notes, or either of them, may pay said taxes and assessments, redeem the property from any tax sale, or sales, if it has been sold, and insure said property, pay the premiums, and have a lien for the same, with interest at the rate of six per centum per annum from date until paid, and the trustee herein shall have all of the powers of sale or otherwise, in reference to said payments as for default in the payments of the original indebtedness, and the failure to promptly repay the legal holder or holders of the said note or notes, or either of them, any money so expended, upon demand, shall render the whole indebtedness herein secured, at the option of the legal holder of said indebtedness immediately due and payable. In event of loss or damage to the premises by fire or other hazard, the Grantors will give immediate notice by mail to the Beneficiary, who may make proof of loss if not made promptly by the Grantors, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Beneficiary instead of to the Grantors and the Beneficiary jointly, and the insurance proceeds or any part thereof, may be applied by the Beneficiary at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this Deed of Trust, or other transfer of title to the said premises in extinguishment of the indebtedness secured hereby, all right, title, and interest of the Grantors in and to any insurance policies then in force shall pass to the purchaser or grantee.

Third: If default be made in any payment of any installment or principal or interest or of any indebtedness herein provided for when the same may become due and payable, then the whole of the indebtedness secured in and by this instrument may, at the option of the beneficiary, and without notice to the Grantors, be declared immediately due and payable.

Fourth: A failure on the part of the beneficiary to exercise any option herein contained in the event of default being made, shall not constitute a waiver of the beneficiary's right to exercise said option in the event of any subsequent default.

Fifth: In case the grantors or either of them, or their vendees of the property herein conveyed, immediate or remote, should become insolvent, or apply to a bankruptcy court to be adjudicated a voluntary bankrupt, or proceedings be instituted to put them in involuntary bankruptcy, or should any proceedings be taken against the grantors, or their said vendees, immediate or remote, or either of them, looking to the appointment of a receiver, assignee, or trustee, then, and in either or any such case, all rents becoming due thereafter on the property herein conveyed shall be due and payable to the beneficiary herein, to be applied on the indebtedness secured hereby, and the whole indebtedness hereby secured, may, at the option of the said Beneficiary, or any holder of said indebtedness, be declared due and payable.

Sixth: The grantors further bind themselves not to abandon said property and covenant that waste will not be committed or suffered to be committed thereon, and a breach of either of these agreements and conditions shall cause the entire indebtedness, secured hereby, to become due and payable at the option of the said Beneficiary, or any holder of said indebtedness. It is further agreed that in event the undersigned grantors fail to keep in as good state of repair as they now are, the buildings and appurtenances hereinabove conveyed, that the Beneficiary herein shall have the right at Beneficiary's option to make needed repairs, betterments or improvements, and that any expenditure for such purpose will be a legitimate indebtedness against the undersigned and against the property embraced in this deed of trust, and the cost of any such repairs, betterments or improvements will become a part of the debt secured by this instrument.

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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.

Robert W. Jordan

STATE OF MISSISSIPPI

COUNTY OF DESOTO

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

Robert W. Jordan

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

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

Bobbie B. Brownlee

Notary Public

My Commission expires My Commission Expires Feb. 18, 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

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
County. } Chancery Court

I certify that this Deed of Trust was filed for record in my office at o'clock M., on the day of 19 and was duly recorded the day of 19 , on page

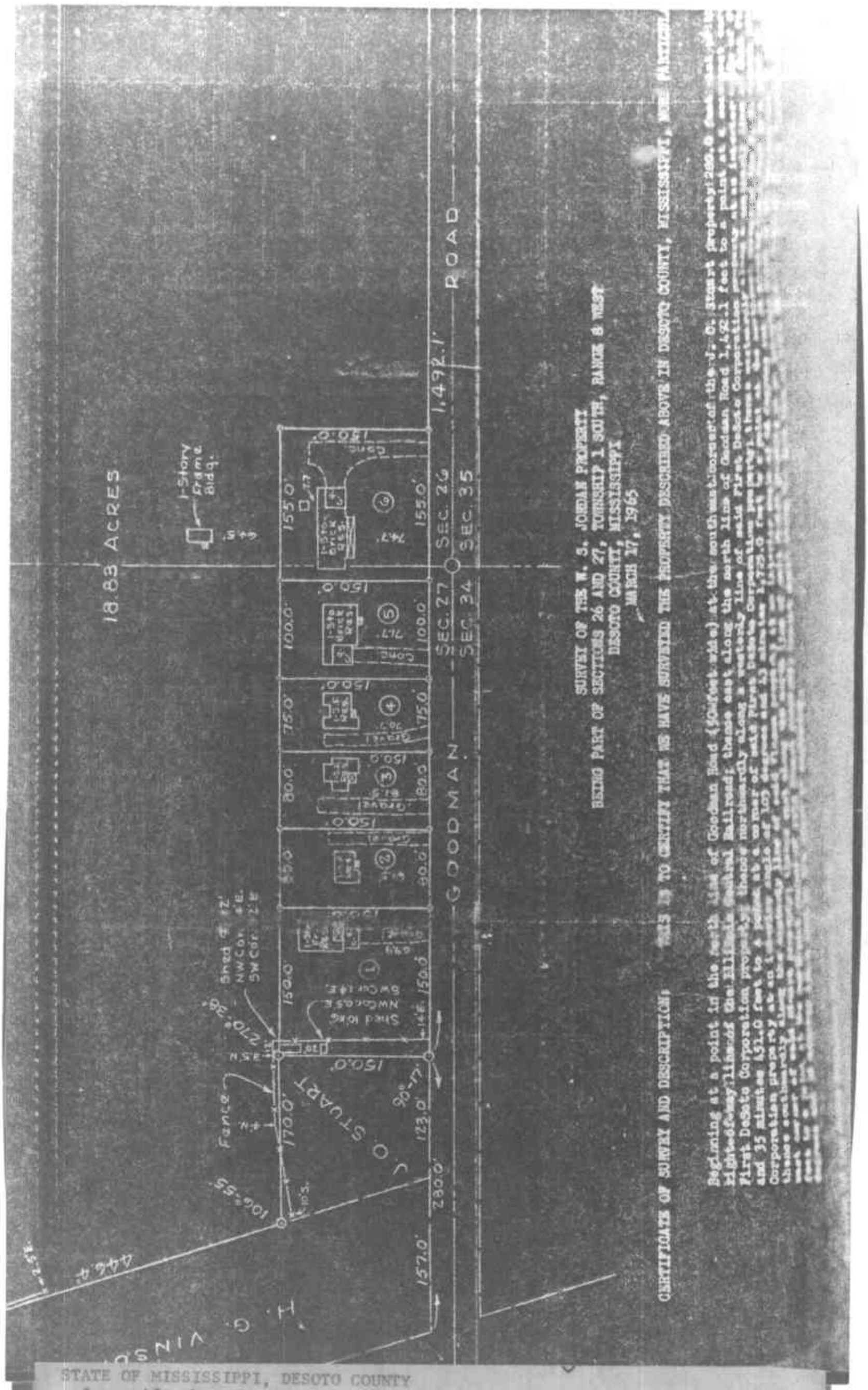
Book No. in my office.

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.

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STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 2 o'clock 30 minutes P. M. 20 day of October 1975, and that the same has been recorded in Book 192 Page 166 records of REAL ESTATE TRUST DEEDS of said County.

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

Fees $ 6.00 pd.

SEAL H. D. Ferguson, CLERK

MISSISSIPPI
ASSIGNMENT OF DEED OF TRUST

PREPARED BY:
SIDNEY M. KATZ, ATTY.
7041 KNIGHT-ARNOLD ROAD
MEMPHIS, TENN. 38115

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 Ira Burton Harmon, Jr. and wife, Frances Harmon, to Delta Title Company, Trustee, for the benefit of National Mortgage Company, a Tennessee Corporation, dated September 23rd, 19 75, securing a note in the sum of $ 22,550.00, recorded in Book 191, Page 503, of the office of the Chancery Clerk of DeSoto County, Mississippi, together with the indebtedness secured thereby.

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

The undersigned covenants that the original Note secured by said Deed of Trust and assigned by this instrument is in the principal amount of $ 22,550.00, plus interest at the rate of 7 3/4% per annum, the first monthly installment being due the 1st day of November, 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 14th day of October, 19 75.

NATIONAL MORTGAGE COMPANY

Sidney M. Katz
Sidney M. Katz
Senior Vice President

ATTEST:

S. J. Weissmann
S. J. Weissmann
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 Sylvia Weissmann 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 14th day of October, 19 75.

My Commission Expires Sept. 13, 1977

Judith Combs
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 15 minutes P. M. 20 day of October 1975, and that the same has been recorded in Book 192 Page 171 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 21 day of October 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, COAHOMA NATIONAL BANK, does hereby release from the lien of the Deed of Trust given by E. L. GRAHAM, to JAMES W. AMOS, Trustee for the benefit of COAHOMA NATIONAL BANK, which Deed of Trust is dated the 7th day of December, 1972, and recorded in Deed of Trust Book 151, Page 308, 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 #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.

In all other respects said Deed of Trust recorded in Deed of Trust Book 151 , Page 308, shall remain in full force and effect.

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

WITNESS the signature of COAHOMA NATIONAL BANK, by its duly authorized officer, this the 10th day of October, 1975.

COAHOMA NATIONAL BANK

By: R. D. HARPER, VICE 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 R. D. HARPER, VICE PRESIDENT of COAHOMA NATIONAL 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 10th day of October, 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 30 minutes A. M. 21 day of October 1975, and that the same has been recorded in Book 192 Page 172 records of REAL ESTATE TRUST DEEDS of said County.

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

Fees $2.50 pd.

SEAL H. D. Ferguson, CLERK

Sub 675

Partial Release of this Instrument Recorded in
Real Estate T D Book
No. 196 Page 449
This 24 day of Feb 1976
W. D. Ferguson Clerk

Sub 676

Partial Release of this Instrument Recorded in
Real Estate T D Book
No. 196 Page 451
This 24 day of Feb. 1976
W. D. Ferguson Clerk

Sub 578

Partial Release of this Instrument Recorded in
Real Estate T D Book
No. 196 Page 647
This 2 day of March 19 76
W. 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
P-Y, INC., A TENNESSEE CORPORATION, Party

of the first part, hereinafter designated as the Grantor,

C. B. HENLEY Trustee, of the second part, hereinafter designated as Trustee, and

BAILEY MORTGAGE COMPANY,

Party of the third part, hereinafter designated as the Beneficiary.

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

($ 98,500.00) evidenced by 10 promissory notes of even date herewith in favor of the beneficiary, bearing interest at the rate of Eight per centum per annum after date , providing for the payment of attorney's fees in case of default and being due and payable as follows, to-wit:

ON OR BEFORE April 3. 1976, Payable to Bailey Mortgage Company, on order, in the principal sum of NINETY-EIGHT THOUSAND FIVE HUNDRED and No/100 Dollars bearing interest at the rate of Ten per cent per annum, with said interest as accrued, paid monthly until all principal is fully paid. It is agreed that interest payable monthly shall be adjusted and paid from time to time to equal a rate of interest calculated on the basis of 2% above Deposit Guaranty National Bank of Jackson, Mississippi's prime rate as it may fluctuate.

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

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

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

The following 10 lots in Section D, Twin Lakes Subdivision, situated in Section 6, Township 2 South, Range 8 West, DeSoto County, Mississippi, according to a map or plat thereof on file and of record in the office of the Chancery Clerk of DeSoto County, Mississippi, in Plat Book 10, Page 32 and 33, to wit:
BEING lots numbered 578, 579, 674, 675 and 676.

Grantor will be entitled to obtain Partial Releases, releasing any of the above described lots from the lien of this Deed of Trust upon the payment of $19,700.00 per lot, on the Principal Balance of the indebtedness secured hereby.

Copyright Mississippi Bankers Association

Sub 579

Partial Release of this Instrument Recorded in
Real Estate T D Book
No. 199 Page 413
This 5 day of May 1976
W. D. Ferguson Clerk

Sub 674

Partial Release of this Instrument Recorded in
Real Estate T D Book
No. 202 Page 710
This 3 day of August 19 76
W. D. Ferguson Clerk

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

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

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

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

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 1975

P-Y, INC.

BY: Robert C. Perkins
Robert C. Perkins, President

BY: Edward S. Yoste
Edward S. Yoste, 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~~ TENNESSEE
COUNTY OF SHELBY

Personally appeared before me, the undersigned Notary Public in and for the jurisdiction aforesaid,
ROBERT C. PERKINS, PRESIDENT AND EDWARD S. YOSTE, SECRETARY-TREASURER

respectively of the above named P-Y, 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 3RD day of October 19 75

Lee V. Hamberlin
Notary Public

My Commission Expires: June 5, 1979

STC No. 32764

This Instrument Prepared by:

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

3.00 pd
paid 10/21/75

LAND DEED OF TRUST

from

P-Y, INC

to

C. B. HENLEY Trustee

For BAILEY MORTGAGE COMPANY

Filed for Record Oct. 21, 1975
8:15 o'clock A. M.
H. L. FERGUSON, Clerk

STATE OF MISSISSIPPI
County
Chancery Court

I certify that this Deed of Trust was filed for record in my office at 8:15 o'clock A. M., on the 21 day of Oct, 1975
and was duly recorded this 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

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 8 o'clock
15 minutes A. M. 21 day of October 1975, and that the same has been
recorded in Book 192 Page 173 records of REAL ESTATE TRUST DEEDS
of said County.
Witness my hand and seal this the 21 day of October 1975.

Fees $ 6.20 pd.

SEAL H. L. Ferguson, CLERK

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CANCELLED BY AUTHORITY RECORDED IN BOOK
263 PAGE 662
THIS 17 DAY OF Sept. 1980
H. G. Ferguson
CHANCERY CLERK

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

DEED OF TRUST
LAND

THIS INDENTURE, this day made and entered into between TOY WISEMAN, JR., AND WIFE, MATILDA H. WISEMAN

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 TEN THOUSAND AND NO/100---------- DOLLARS ($ 10,000.00) evidenced by one promissory note of even date herewith in favor of the beneficiary, bearing interest at the rate of 10 1/4 per centum per annum after date , providing for the payment of attorney's fees in case of default and being due and payable as follows, to-wit:

This note shall be payable five years from date, with interest at the rate of 10 1/4% per annum, and installments, including principal and interest, each in the amount of $214.00, payable monthly, beginning one month from date; each said installment shall be applied first to interest accrued to the date of receipt of said installment, and the balance, if any, to principal, and the balance of principal and interest payable five years 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

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

1.5 acres in the Northeast Quarter of Section 35, Township 1 South, Range 6 West, DeSoto County, Mississippi, being more particularly described as follows, to-wit: The point of beginning lies 105.0 feet West of the Southeast Corner of the Northeast Quarter of Section 35, Township 1 South, Range 6 West, DeSoto County, Mississippi; thence from point of beginning run North 89 degrees 00 minutes West 295 feet to a point; thence North 3 degrees 00 minutes West 179 feet to a point; thence South 89 degrees 00 minutes East 295 feet to a point; thence South 3 degrees 00 minutes East 179 feet to the point of beginning and containing 1.5 acres. ALSO a 30 foot wide easement for ingress and egress extending from the Northesst Corner of the above described property across the property owned by Toy Wiseman, Sr., to Bethel Road.

Copyright Mississippi Bankers Association

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

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

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

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

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

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

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

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

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

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

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

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

IN TESTIMONY WHEREOF, witness the signature of the grantor this the 8th day of October, 1975.

Toy Wiseman Jr.
TOY WISEMAN, JR.

MATILDA H. WISEMAN
Matilda H. Wiseman

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
TOY WISEMAN, JR., AND WIFE, MATILDA H. WISEMAN 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, 1975.

My Commission Expires: Nov 6 1976

Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 8 o'clock 30 minutes A. M. 21 day of October 1975, and that the same has been recorded in Book 192 Page 177 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 21 day of October 1975.

Fees $5.00 pd.

SEAL H. D. Ferguson, CLERK

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Lots 701, 702, 703, 714, 715, 716, 717, 720, 721, 722, 723, 733, 734, 735, 736, 737, 738, 768, 805, 808, 810, 811, 812, 813, 814, 815, 816, 820, 826, 828, Sec. D - Greenbrook S/D and Lots 923, 924, 925, 926, 951, 952, 976, 977, 995, 1006, Sec. E - Greenbook; and Lots 1173, 1198, 1199, 1200, 1235, 1236, 1237, 1238, 1254 and 1255, Sec. F - Greenbrook S/D.

STATE OF MISSISSIPPI
COUNTY OF DESOTO

ORDER TO CLERK TO CANCEL DEED OF TRUST

TO THE CHANCERY CLERK OF
DESOTO COUNTY, MISSISSIPPI:

You are hereby authorized, directed, instructed, and empowered to mark "Fully Paid and Satisfied" and to cancel of record that certain Deed of Trust dated October 30, 1972, and given by Virden Homes, Inc. to Dudley B. Bridgforth, Jr., Trustee for the benefit of First National Bank, Southaven, Mississippi, and which instrument is recorded in Book 149, Page 611, in your office, same having been fully paid and satisfied.

EXECUTED this the 16th day of October, 1975.

FIRST NATIONAL BANK, SOUTHAVEN, MISS.

By: Jack W. Ussery
Jack W. Ussery, President

STATE OF MISSISSIPPI
COUNTY OF DESOTO

This day personally came and appeared before me, the undersigned authority in and for said jurisdiction, Jack W. Ussery, President of the above corporation who acknowledged that he, being first duly authorized so to do, did, on the day and date set out therein, sign, execute, 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 16th day of October, 1975.

Richard Paine Taylor Jr.
Notary Public

My Commission Expires:

My Commission Expires July 31st, 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. 21 day of October 1975, and that the same has been recorded in Book 192 Page 180 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 21 day of October 1975.
Fees $11.45 pd.

SEAL H. H. Ferguson, CLERK

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CANCELLED BY AUTHORITY RECORDED IN BOOK 205 PAGE 928
THIS 18 DAY OF Nov 1976
B. D. Henderson
CHANCERY CLERK

DEED OF TRUST

FOR VALUE RECEIVED, the undersigned DWIGHT HOMES SOUTH, 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 280, 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.

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:

($36,300.00) Thirty-Six Thousand Three Hundred & no/100--"Dollars" due on Demand, or on or before Nine (9) Months from date with interest due and payable each month until all principal and interest are paid in full.

evidenced by Promissory Note of even date

bearing interest at the rate xx as/ 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 15th day of October 1975

ATTEST:

Wayne D. Crawford

Wayne D. Crawford, Vice President

DWIGHT HOMES SOUTH, INC.

By: W. D. Crawford, Jr.

W. D. Crawford, 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 W. D. Crawford, Jr. and Wayne D. Crawford, the President and Vice President, respectively of Dwight Homes South, 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 15th day of October 1975

Bobbie M Bramlett Notary Public

My Commission Expires Feb. 18, 1976

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 30 minutes A. M. 21 day of October 1975, and that the same has been recorded in Book 192 Page 181 records of REAL ESTATE TRUST DEEDS of said County.

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

Fees $3.50 pd.

SEAL H. D. Ferguson, CLERK

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CANCELLED BY AUTHORITY RECORDED IN BOOK
249 PAGE 20
THIS 14 DAY OF Sept 1979
H. B. Ferguson
CHANCERY CLERK

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

DEED OF TRUST

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

THIS DEED OF TRUST, made and entered into this 17th day of October, 1975, by and between

JAMES V. JENKINS and wife, RUBY H. JENKINS

, 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 63, Section A of Southaven Subdivision, in Section 14, Township 1 South, Range 8 West, as per revised plat thereof recorded in Plat Book 2, Pages 4 and 5, in the office of the Chancery Clerk of DeSoto County, Mississippi.

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

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

IN TRUST, HOWEVER, to secure to

BAILEY MORTGAGE COMPANY

and existing under the laws of the State of Mississippi, a corporation organized of a certain promissory note of even date herewith in the principal sum of Nineteen Thousand Nine Hundred Fifty and No/100 ---------- Dollars ($ 19,950.00), 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

Bailey Mortgage Company, 161 E. Amite Street in Jackson, Mississippi, or at such other place as the holder may designate, in writing, in monthly installments of One Hundred Sixty and 60/100 ---------- Dollars ($ 160.60), 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.

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;

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

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

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

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

(III) interest on the note secured hereby; and

(IV) amortization of the principal of said note.

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

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

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

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

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

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

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

9. The Grantor further agrees that should this Deed of Trust and the note secured hereby not be eligible for insurance under the National Housing Act within sixty (60) days from the date hereof (written statement of any officer of the Department of Housing and Urban Development or authorized agent of the Secretary of Housing and Urban Development dated subsequent to the said time from the date of this Deed of Trust, declining to insure said note and this Deed of Trust, being deemed conclusive proof of such ineligibility), the Beneficiary or the holder of the note may, at its option, declare all sums secured hereby immediately due and payable.

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

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

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

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

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

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

James V. Jenkins

Ruby H. Jenkins

STATE OF MISSISSIPPI,

COUNTY OF DESOTO

Personally appeared before me Bobbie M. Braswell the undersigned Notary Public in and for the said County, the within named James V. Jenkins and Ruby H. Jenkins, 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 17th day of October, 19 75.

My Commission expires:
Feb. 19, 1976

Bobbie M. Braswell
Notary Public

STATE OF MISSISSIPPI

COUNTY OF Desoto

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 10:30 o'clock A M., on the 21 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 10 o'clock 30 minutes A. M. 21 day of October 1975, and that the same has been recorded in Book 192 Page 183 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 21 day of October 1975.
Fees $5.00 pd.
SEAL H. L. Ferguson, CLERK

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CANCELLED BY AUTHORITY, RECORDED IN BOOK 639 PAGE 216.

THIS 19 DAY OF May '93

W.E. Davis by D. Graham D.C.
Chancery Clerk

DEED OF TRUST

Daniel L. Pounders and wife, Robbie S. Pounders TO BANK OF MISSISSIPPI

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

The following described Real Estate and all appurtenances situated thereon, described as follows, to-wit:

Beginning at the Southeast corner of the Southwest Quarter of the Southwest Quarter, Section 23, Township 2, Range 6, thence North 220 feet to a stake; thence West 198 feet to a stake; thence South 220 feet to a stake; thence East 198 feet to the point of beginning, containing one (1) acre.

And being the same parcel of land conveyed to D. L. Pounders, and wife, Mrs. Robbie Sisk Pounders under date of April 2, 1960, as recorded in Book No. 48, Page 11, records of land deeds of DeSoto County, Mississippi.

This is the first lien on the above described property except Bank of Olive Branch

IN TRUST FOR THE FOLLOWING PURPOSES:

I. (A) To secure the payment of the following note or notes in favor of **BANK OF MISSISSIPPI** of Tupelo, Mississippi, dated even herewith and due as follows:

($ 3,058.20) Three Thousand Fifty Eight and 20 /100------ Dollars due 11/25 1978

($) Dollars due 19

($) Dollars due 19

Bearing interest at the rate of 10.% per cent per annum from maturity together with attorneys fees as therein provided.

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

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

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

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

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

IV. If said grantor or grantors should make default in any one or more of the obligations and conditions undertaken by them herein; or if the Trustee or owner or owners hereof should at any time believe any of the property herein conveyed endangered as security by remaining in grantor's possession; or if the grantors or either of them, should be adjudged a bankrupt under either the Federal Bankruptcy Laws, or the State Insolvency Laws, then the owner or owners of said indebtedness, or any part thereof, shall have the right to declare the entire indebtedness of every kind secured by this deed of trust due and payable, and said Trustee shall take possession of said property and sell the same, or a sufficiency thereof to pay said indebtedness, at public outcry for cash to the highest bidder, such sales to be advertised and made in the manner sales of like property are required by law to be advertised and made under execution, but the Trustee shall have the right to fix a day of sale other than the day fixed by law for execution sales, and in case said property is situated in more than one county, the sale may be made in either county at his discretion, but shall be advertised in all counties where situated; and in case of personal property too cumbersome to move, then such sale may be made without the presence of such property, or on the premises where the same may be situated at the discretion of the trustee. Out of the proceeds of the sale the Trustee shall pay all the indebtedness of every kind secured by this deed of trust, including a reasonable Trustee's fee and the expenses of executing this trust.

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

VI. Should the Trustee take possession of the property herein conveyed, such Trustee may without Court proceedings, enter upon and take possession of said property and he shall have the right to the management, control and collection of said property as well as the rents, issues, and profits arising therefrom and in order to effectually carry out this purpose, said Trustee or his successors and the beneficiaries under this Deed of Trust it is agreed and understood, will be entitled to have a receiver appointed by order of any court of competent jurisdiction, which receiver may be appointed as a matter of right and without any further notice and the Trustee herein or his successors may be appointed as such receiver and until so appointed, he may act in all matters in connection with the property and rights hereunder conveyed as if he were a trustee subject to all the terms and conditions of this trust properly appointed by decree of court.

VII. This Deed of trust is given and taken in renewal and extension of a deed of trust dated the 9th day of December 19 66 and recorded in Book 92 page 509 deeds and records DeSoto County, Miss., and is in no way intended to void said deed of trust or impair the security thereof.

Witness signatures, this the 15th day of October 19 75

Daniel L. Pounders
Robbie S. Pounders

STATE OF MISSISSIPPI
County of DeSoto

Personally appeared before me a Notary Public in and for said county and state, the above named Daniel L. Pounders & Robbie S. Pounders who acknowledge that they signed, sealed, and delivered the foregoing Trust Deed on the date named.

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

My commission expires JAN 24, 1975

Linda C. Pessy
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. 21 day of October 1975, and that the same has been recorded in Book 192 Page 186 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 21 day of October 1975.

Fees $ 2.50 pd.

SEAL H. L. Ferguson, CLERK

Paid, Satisfied and Cancelled
This 1st day of July 1987
John B. Day

187

by R. [illegible]
3119 Poplar Ave., Memphis, Tenn.

Attest
B.D. Ferguson D.C.
Deputy Clerk

This Indenture, made by and between MARY JO LAND,

party of the first part; HERSCHEL CROWLEY, JR., party of the second part, as Trustee; and JOHN B. DAY

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:

29.4 acres, more or less, situated in the East Half of Section Twenty (20), Township One (1), Range Five (5) West, and more particularly described as follows: BEGINNING at a stake in the center line of Center Hill Road a distance of 2616 feet Northwardly as measured along said center line from the Southeast corner of Section 20, Township 1, Range 5 West; running thence North 3 degrees 41 minutes East a distance of 1428.74 feet to a point in the center of Center Hill Road; thence North 86 degrees 40 minutes West following an old fence a distance of 939.33 feet to a point; thence South following a meandering fence line, as shown on Engineer's Plat a distance of 1427.37 feet to a point; thence South 86 degrees 30 minutes East following an old fence a distance of 881.17 feet to the point of beginning, and as said lands are shown by survey Plat and Certificate and Description of John W. McCormack, C.E., dated September, 1967.

This conveyance is made in trust, however, to secure the payment of $ 14,000.00, evidenced by the following promissory notes of even date herewith: five (5) promissory notes of even date herewith, each in the amount of $2,800.00, each payable to the order of John B. Day, each bearing interest at seven per cent per annum from June 3, 1981, payable annually; the first of said notes being due on or before June 3, 1982, and annually thereafter to and including June 3, 1986;

The property herein conveyed is encumbered by a lien of a deed of trust of record in Book 97, page 84 and Book 129, page 257, in the Trust Deed records of DeSoto County, Miss and it is a condition of this instrument that in the event of any default in any of the terms and conditions of said prior deed of trust, or in the event of any default in any of the terms and conditions of any other deed of trust, the lien of which may be or become prior and paramount to the lien of this instrument, then in every such event, the owner of any part of the indebtedness secured by this instrument may, at his option, declare the indebtedness secured by this instrument due for all purposes, and foreclosure may be had hereunder as in the case of any other default hereunder. The owner of any part of the indebtedness secured hereby may, at his discretion, advance and pay any such sum or sums as shall be necessary in order that the terms and conditions of any Deed of Trust, the lien of which is then prior and paramount to the lien of this instrument, may be complied with, and such amounts so paid shall be secured by the lien of this instrument and shall bear interest from date of such payment at the rate of 6% per annum and shall be treated as part of the expenses of administering this trust, and the advancement of such sum or sums shall in no way limit or bar the aforesaid option to accelerate said indebtedness.

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 2nd day of October, 19 75.

Mary Jo Land
Mary Jo Land

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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

Mary Jo Land

who acknowledged that s he signed and delivered the foregoing trust deed on the day and year therein mentioned as her voluntary act and deed.

Given under my hand and seal this the 8th day of October, 1975

My Commission expires: 8/29/77

Notary Public.

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

TRUST DEED

FROM

TO

Trustee

FOR THE USE OF

STATE OF MISSISSIPPI
County of DeSoto } ss.

I, H. P. Ferguson, Clerk of the Chancery Court and ex-officio Recorder for the County and State aforesaid, do hereby certify that the within instrument of writing was filed for record in my office on the 21 day of October A.D. 1975, at 10 o'clock A.M., and has been this day duly recorded in Trust Deed Record 192 Page 187

WITNESS my hand and official seal, this

day of 19

Clerk.

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

Pd. 3.00

6113

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock no minutes A. M. 21 day of October 1975, and that the same has been recorded in Book 192 Page 187 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 21 day of October 1975.

Fees $ 3.00 pd.

SEAL H. P. Ferguson, CLERK

11185

CANCELLED BY AUTHORITY RECORDED IN BOOK
203 PAGE 808
THIS 15 DAY OF Sept. 1976
W. W. 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 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

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.

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 trustees, 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, Secmtary-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 Oct 21 1975
10:30 o'clock A. M.
H. D. 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 21 day of Oct. 1975 and was duly recorded the 21 day of Oct. 1975 on page 571 Book No. 191 in my office

Witness my hand and seal of office, this 21 day of Oct. 1975
H. D. Ferguson Clerk

D. C.

PUBLISHED BY HEDERMAN BROTHERS
JACKSON, MISSISSIPPI
RETURN TO:
W. F. R. & B., LTD.
P. O. BOX 241
SOUTHAVEN, MISSISSIPPI 38671

5.00 pd

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock
30 minutes A. M. 21 day of October 1975, and that the same has been
recorded in Book 192 Page 189 records of REAL ESTATE TRUST DEEDS
of said County.
Witness my hand and seal this the 21 day of October 1975.

Fees $5.00 pd.

SEAL H. D. Ferguson, CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK 301 PAGE 179
26 DAY OF July 19 83
H. 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, 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

_____
Notary Public

196

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. 21 day of October 1975

STATE OF MISSISSIPPI, DeSOTO COUNTY

I certify that this Deed of Trust was filed for record in my office at 10:30 o'clock A. M., on the 21 day of October, 1975, and was duly recorded this 21 day of October, 1975, on page 337

Witness my hand and seal of office, this 21 day of October, 1975

H. L. Ferguson, Clerk

Chancery Court

PUBLISHED BY HEDERMAN BROTHERS
JACKSON, MISSISSIPPI

RETURN TO

S.50

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock
no minutes A. M. 21 day of October 1975, and that the same has been
recorded in Book 192 Page 193 records of REAL ESTATE TRUST DEEDS
of said County.
Witness my hand and seal this the 21 day of October 1975.
Fees $5.50 pd.
SEAL H. L. Ferguson, CLERK

197

CANCELLED BY AUTHORITY RECORDED IN BOOK
195 PAGE 166
THIS 12 DAY OF January, 1976
W. D. Henderson
CHANCERY CLERK

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

DEED OF TRUST
LAND

THIS INDENTURE, this day made and entered into between REEVES-WILLIAMS, INC., 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

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

200

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, 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. 10-21-75

STATE OF MISSISSIPPI
DESOTO COUNTY

I certify that this Deed of Trust was filed for record in my office at 10:30 o'clock A. M. on the 21 day of Oct. 1975 and was duly recorded the 21 day of Oct. 1975, on page 617

Book No. 191

Witness my hand and seal of office, this 21 day of Oct. 1975

Chancery Court

H. D. Ferguson Clerk

D. C.

PUBLISHED BY: HEDERMAN BROTHERS
Jackson, Mississippi
RETURN TO
W., F., R., & B., LTD.
P. O. BOX 241
SOUTHAVEN, MISSISSIPPI 38671

Rel. 5.50

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock no minutes A. M. 21 day of October 1975, and that the same has been recorded in Book 192 Page 197 records of REAL ESTATE TRUST DEEDS of said County.

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

Fees $ 5.50 pd.

SEAL H. D. Ferguson, CLERK

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

DEED OF TRUST
LAND

THIS INDENTURE, this day made and entered into between 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 204 PAGE 780
THIS 31 DAY OF Mar 1972
H. D. Ferguson
CHANCERY CLERK

In case the Grantor or its Vendees 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 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 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 10:30 o'clock A. M. 10:30 o'clock A. M. Clerk

STATE OF MISSISSIPPI
DESOTO County
Chancery Court

I certify that this Deed of Trust was filed for record in my office at 10:30 o'clock A. M., on the 8 day of OCT. 1975 and was duly recorded the 8 day of OCT. 1975 on page 563 Book No. 191 in my office.

Witness my hand and seal of office, this 8 day of Oct. 1975

H. D. Ferguson Clerk

D. C.

PUBLISHED BY HEGERMAN BROTHERS
JACKSON, MISSISSIPPI

RETURN TO:
W., F., R., & B., LTD.
P.O. BOX 211
SOUTHAVEN, MISSISSIPPI 38671

3.00

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock AM minutes A. M. 21 day of October 1975, and that the same has been recorded in Book 192 Page 201 records of REAL ESTATE TRUST DEEDS of said County.

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

Fees $ 6.50 pd.

SEAL H. D. Ferguson, CLERK

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

DEED OF TRUST
LAND

THIS INDENTURE, this day made and entered into between

Randy W. Evans and wife, Pam J. Evans

of the first part, hereinafter designated as the Grantor,

Dwight K. Luter Trustee, of the second part, hereinafter designated as Trustee, and

Odis W. Jackson, et ux of the third part, hereinafter designated as the Beneficiary.

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

Three Thousand Five Hundred and 00/100----------DOLLARS

($ 3,500.00) evidenced by promissory note of even date herewith in favor of the beneficiary, bearing interest at the rate of eight per centum per annum after date , providing for the payment of attorney's fees in case of default and being due and payable as follows, to-wit:

Payable in 120 equal monthly installments of $42.47, the first installment being due and payable on or before November 1, 1975, with a like installment being due and payable on or before the 1st 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:

Beginning at a stake in the east-west half section line 660.0 ft. east of the southwest corner of the northeast Quarter of section 2, Township 3 South, Range 7 West, said stake being also 130.0 ft. east of the west line of the Bettye J. Hammack 14 acres as recorded in book 91, page 156 in the office of the Chancery Clerk of DeSoto County, Mississippi; thence north 200.0 ft. through an angle of 90 degrees to a stake in the centerline of a gravel drive; thence northeast 107.0 ft. through a deflection angle to the right of 11 degrees and 37 minutes to a stake in the centerline of said drive; thence east 199.47 ft. through an interior angle of 101 degrees and

Copyright Mississippi Bankers Association

CANCELLED BY AUTHORITY RECORDED IN BOOK 780 PAGE 199
THIS 12 DAY OF Sept 19 95
W. E. Davis
CHANCERY CLERK
By Marilyn DC

37 minutes to a stake; thence south 300 ft. through an interior angle of 90 degrees to a stake in the east-west half section line of said Section; thence west 221.47 ft. through an interior angle of 90 degrees to the point of beginning and containing one and one-half (1½) acres. A 20 ft. gravel drive easement runs to the property as shown and is more particularly described as follows: to-wit: beginning at a point in the east-west half section line of Section 2, Township 3 South, Range 7 West, 550.0 ft. east of the north-south half section line of said section in the center of a County gravel road; thence north 11 degrees and 37 minutes east 310.0 ft. to a point; thence southeast 20.0 ft. through an internal angle of 90 degrees to the northwest corner of the property described above; thence partially along the west line of the above described property and continuing south 11 degrees and 37 minutes west 310.0 ft. to a point in the east-west half section line of said section in the cneter of the County Gravel road; thence N. E. 20.0 ft. through an internal angle of 90 degrees 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.

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 October 19 75

Randy W. Evans

Pam J. Evans

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 Randy W. Evans and wife, Pam J. Evans 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 October 19 75

My Commission Expires: September 2, 1979

Mary K. Weller
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. 21 day of October 1975, and that the same has been recorded in Book 192 Page 205 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 21 day of October 1975.

Fees $5.00 pd.

SEAL H. D. Ferguson, CLERK

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CANCELLED BY AUTHORITY RECORDED IN BOOK 194 PAGE 287
THIS 15 DAY OF Dec 19 75
A. D. Ferguson
CHANCERY CLERK

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

DEED OF TRUST
LAND

THIS INDENTURE, this day made and entered into between

Daniel J. Smith and wife, Shelba Herndon Smith

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

Fourteen Thousand Seven Hundred Fifty and 00/100----------DOLLARS

($ 14,750.00) 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 January 15, 1976.

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

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

County of DeSoto

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

Lot 6 White Oaks Subdivision in Section 31, Township 1 South, Range 7 West, DeSoto County, Mississippi, as per plat thereof recorded in plat book 7, page 1, 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.

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

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

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

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

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

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

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

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

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

Daniel J. Smith

Daniel J. Smith

Shelba Herndon Smith

Shelba Herndon 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 Daniel J. Smith and wife, Shelba Herndon Smith who severally acknowledged that they signed and delivered the above and foregoing deed of trust on the day and year therein mentioned.

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

My Commission Expires: September 2, 1979

Mary K. Waller

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. 21 day of October 1975, and that the same has been recorded in Book 192 Page 208 records of REAL ESTATE TRUST DEEDS of said County.

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

Fees $ 5.00 pd.

SEAL H. L. 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

Raymond L. Nicholson and wife, Nikki J. Nicholson

to G. L. Oates, Trustee for the use and benefit of Wortman & Mann, Inc. beneficiary on the 26th day of September, 1975 encumbering certain lands in the County of DeSoto, State of Mississippi, which said Deed of Trust is recorded in Book 191 at Page 253 in the Office of the Chancery Clerk of DeSoto County Mississippi, all our right, title and interest in and to said Deed of Trust and the lands described therein, together with the indebtedness in the original principal amount of $ 32,000.00 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 20th 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 20th 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
~~00~~ minutes A. M. 21 day of Oct. 1975, and that the same has been
recorded in Book 192 Page 211 records of REAL ESTATE TRUST DEEDS
of said County.
Witness my hand and seal this the 22 day of Oct. 1975.

Fees $ 2.50 pd.

SEAL H. L. 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

JIMMY D. BREWER and wife PATRICIA ANN BREWER

of the first part, hereinafter designated as the Grantor,

WILLIAM H. AUSTIN, JR. Trustee, of the second part, hereinafter designated as Trustee, and

JOEL HARVEY SANDIFER, ET UX, DONNA K. SANDIFER,

of the third part, hereinafter designated as the Beneficiary.

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

SIX HUNDRED AND 00/100---------- DOLLARS

($ 600.00) evidenced by one promissory note of even date herewith in favor of the beneficiary, bearing ~~interest at the rate of~~ xxx ~~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:

Payable at $100.00 per month, no interest, beginning October 20, 1975 and like installment on the 20th day of each and every month thereafter until paid in full with final installment on the 20th 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

County of DeSoto,

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

Copyright Mississippi Bankers Association

Lot 2, Section A, Holly Hills Subdivision, in Section 30, Township 1 South, Range 8 West, DeSoto County, Mississippi, according to a map or plat thereof on file and of record in the office of the Chancery Clerk of DeSoto Couty, Mississippi, in Plat Book 10, Pages 34 and 35.

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 10th day of October 1975

Jimmy D. Brewer

Jimmy D. Brewer

Patricia Ann Brewer

Patricia Ann Brewer

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 JIMMY D. BREWER and wife PARTICIA ANN BREWER who severally acknowledged that THEY signed and delivered the above and foregoing deed of trust on the day and year therein mentioned.

Given under my hand and official seal, this the 10th day of October 1975

My Commission Expires: My Commission Expires May 15, 1978

William H. Austin Jr.
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 4 o'clock 55 minutes P. M. 21 day of Oct 1975, and that the same has been recorded in Book 192 Page 212 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 22 day of Oct. 1975.

Fees $5.00 pd.

SEAL H. P. Ferguson, CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK
199 PAGE 564
THIS 11 DAY OF May 1926
H. D. Ferguson
CHANCERY CLERK

RETURN TO:
RECORD DATA OF MISS.
SUITE 922-100 N. MAIN
MEMPHIS, TN 38103

DEED OF TRUST

THIS DEED OF TRUST made and entered into this 21st day of Oct. 19 75, by and between Paul F. Coffman and wife, Evenlyn A. Coffman hereinafter called the Grantor(s); Dale Mock hereinafter called the Trustee; Homemakers Finance Service, Inc., a New York Corporation, and having its business office and post office address at 1389 Stateline Rd., P. O. Box 213 Southaven, Miss. 38671 Mississippi, hereinafter called the Beneficiary;

WHEREAS the Grantors are justly indebted to the Beneficiary in the full sum of Four Thousand Eighty Dollars 4080.00 DOLLARS IS 4080.00 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 12 monthly installments of $ 340.00 each commencing on the 28th 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 Nesbit District of DeSoto County, State of Mississippi, and more particularly described as follows, to wit:

Lot 121, Lakewood Estates Subdivision in Section 23, Township 2, Range 7, as shown on the record plat of said subdivision in plat book 7, page 49 in the office of the Chancery clerk of DeSoto County, Mississippi.

The undersigned covenant(s) that the undersigned has/have exclusive and unconditional title to and possession of the above described property; that there are no liens, claims or encumbrances against same, or any part thereof, other than as shown herein.

This conveyance, however, is in trust, and should the undersigned pay the aforesaid note at maturities and otherwise perform all the terms and conditions thereof, this conveyance shall be void; otherwise, and in the event that the undersigned should fail to pay said indebtedness, or any installment or part thereof, at maturities, or should otherwise fail to perform any of the terms and conditions of said note, then said Trustee shall, upon demand of said beneficiary, its successors or assigns, whether or not all of said indebtedness shall have become due, sell, at public outcry, to the highest bidder for cash, within legal hours, and at the courthouse of the aforesaid county (or if there be two judicial districts in said county, then at the courthouse in the judicial district in which said lands are situated), the aforesaid property, after having advertised said sale by publishing notice of the time, place, and terms of such sale in some newspaper having general circulation in said county and qualified to publish same, for three consecutive weeks preceding such sale, and by posting one notice thereof for said time, at said courthouse at which said property is to be sold, and out of the proceeds of such sale, the lawful costs and expenses of foreclosure and sale, including the attorney's fees specified in the note, and a reasonable and lawful Trustee's fee therefor shall be first paid, which trustee's fee is hereby agreed shall be 15% of the principal amount of the note(s) hereby secured and remaining due and unpaid and which amount shall be in addition to the attorney's fees for collection provided in said note(s), next, the amount remaining owing under the aforesaid notes shall be paid to the beneficiary herein; and lastly, any balance remaining shall be paid to the undersigned. Any such sale may be held on any secular day.

It is agreed that all buildings on said property shall be kept fully insured from loss by fire and windstorm, and from such other casualties as may be required by said beneficiary, its successors or assigns, for the benefit of the said beneficiary and payable to it in the event of loss, as its interest may appear, for application, at the option of said beneficiary, to the repairing, reconditioning, reconstruction or replacement of the aforesaid property or to any balance remaining outstanding on the aforesaid note, or other said indebtedness, whether all thereof be then due or not; and that all taxes and other charges maturing from time to time on said property shall be kept promptly paid. In event of loss the Grantor will give immediate notice by mail to the Beneficiary, who may make proof of loss if not made promptly by the Grantor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Beneficiary instead of to the Grantor and the Beneficiary jointly, and the insurance proceeds, or any part thereof, may be applied by the Beneficiary at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this Deed of Trust or other transfer of title to the said premises in extinguishment of the indebtedness secured hereby, all right, title, and interest of the Grantor in and to any insurance policies then in force shall pass to the purchaser or grantee. In event the undersigned shall neglect or refuse to obtain said insurance or pay said taxes and other charges, then said beneficiary may, at its option, but is not required to, obtain such insurance and pay all such taxes and other charges, either or all; and all sums of money expended therefor are hereby secured by this Deed of Trust, and shall be repayable with interest at 8% per annum from dates of such payments, upon demand of said beneficiary, and may be retained by said beneficiary from the proceeds of any sale of said property herein authorized. Neither the Trustee nor the beneficiary shall have any obligation to pay taxes, or other said charges, or procure insurance herein provided for; and in case any insurance procured by cancelled or otherwise expire, the said Trustee and beneficiary are hereby specifically relieved of any liability or obligation to procure other insurance, and shall have no further obligation to the undersigned in reference thereto, except the return of any unearned premium held. For default in either of said matters, the Trustee may make sale of said property, upon demand of said beneficiary, its successors or assigns, and apply the proceeds received therefrom, all as hereinbefore provided in event of default in payment of said note by the undersigned.

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The Grantor hereby assigns to the Beneficiary any and all rents on the premises covered hereby and authorizes the Beneficiary, by its agents, to take possession of said premises at any time there is any default in the payment of the debt hereby secured or in the performance of any obligation herein contained, and rent the same for the account of the Grantor, and to deduct from such rents all costs of collection and administration and to apply the remainder of the same on the debt hereby secured. The Grantor further covenants and agrees that in case of a sale, as hereinabove provided, the Grantor of 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 upoo demand Grantors agree to pay the holder all reasonable expenses paid or incurred by it in respect of any such suit affecting title to any such property, or affecting the holder's liens or rights hereunder, including reasonable fees to the holder's attorneys, and Grantors will indemnify and hold the holder harmless from and against any and all such costs and expenses, including, but not limited to any and all cost, loss, damage or liability which it may ever suffer or incur on account of the failure or inability of Grantors for any reason, to convey the rights, titles and interests which this deed of trust purports to convey. Grantors convenant at any time and from time to time, upon request by the holder, at Grantors' expense, forthwith to execute and deliver to the holder, for the benefit of all holders, if there be more than one, any and all additional instruments and further assurances as may be necessary or proper, in the holder's opinion, to effect the intent of these presents, and to continue with due diligence to cure, to the satisfaction of such holder's attorneys, all objections and meet all requirements heretofore or hereafter made by said attorneys in connection with the loan hereby secured, or the titles to the mortgaged property. In the event that this deed of trust is subordinate to any other deed of trust or lien of any kind, the beneficiary may, in the event of a default in the performance of any covenant or agreement in the prior deed of trust or in the event of default in payment of any indebtedness secured by any other prior lien when due, at its option, declare the entire indebtedness secured by this deed of trust immediately due, and payable, or the beneficiary may perform any such defaulted covenant or agreement to such extent as the beneficiary may determine or pay any part of the indebtedness which is in default, with resultant right of subrogation, and the beneficiary shall have a lien for the same with interest at the rate of eight per centum [8%] per annum from date until paid, and the trustee shall have all of the powers of sale or otherwise, in reference to said payments as for default in the payments of the original indebtedness secured by this deed of trust, and the failure to promptly repay the Beneficiary any monies so expended, upon demand, shall render the whole indebtedness herein secured, at the option of the legal holder of said indebtedness, immediately due and payable.

If default be made in any payment of any installment of principal or interest or of any indebtedness herein provided for when the same may become due and payable, then the whole of the indebtedness secured in and by this instrument may, at the option of the beneficiary, and without notice to the Grantors, be declared immediately due and payable. A failure on the part of the beneficiary to exercise any option herein contained in the event of default being made, shall not constitute a waiver of the beneficiary's right to exercise said option in the event of any subsequent default.

In case the Grantors or either of them, or their vendees of the property herein conveyed, immediate or remote, should become insolvent, or apply to a bankruptcy court to be adjudicated a voluntary bankrupt, or proceedings be instituted to put them in involuntary bankruptcy, or should any proceedings be taken against the grantors, or their said vendees, immediate or remote, or either of them, looking to the appointment of a receiver, assignee, or trustee, then, and in either or any such case, all rents becoming due thereafter on the property herein conveyed shall be due and payable to the beneficiary herein, to be applied on the indebtedness secured hereby, and the whole indebtedness hereby secured, may, at the option of the said Beneficiary, or any holder of said indebtedness, be declared due and payable.

It is hereby agreed that all of the provisions of this deed of trust shall apply to and secure any and all other obligations of the undersigned, or either of them, owing to, or guaranteed by, the beneficiary herein, prior to the payment of the above described note; irrespective of whether or not said obligation or obligations were incurred prior to or subsequent to the date of the indebtedness secured hereby.

Any and all acts authorized herein on the part of the beneficiary, if it be a corporation, may be performed by it, acting through any of its officers, and should any successor or assign of said beneficiary be a corporation, then such acts may likewise be performed by such corporation acting through any of its officers. The Trustee herein may act through an agent or attorney-in-fact designated by him and such designation need not be filed for record.

The said beneficiary, its successors, assigns, or legal representatives, or any owner of the above mentioned note, or either of them, are hereby authorized to appoint, in writing, successive or substitute trustees in place of the Trustee hereinabove named, or the successor or successors of such Trustee, if from any cause the above named Trustee, or the successor or successors of such Trustee, shall not be present, able and willing to execute the trust granted hereunder or to act in the premises, or if said beneficiary, its successors, assigns or legal representatives, or any owner of the aforesaid note, or either of them, shall for any reason desire so to do.

Witness the signature of the undersigned on the day, month and year first above set forth.

Warren Ferrell — Paul F. Coffman

Witness

Wilda Sadler — Evelyn Coffman

Witness

Witness

Witness

STATE OF MISSISSIPPI

COUNTY OF

This day personally appeared before me, the undersigned authority in and for the above styled jurisdiction, the within named Paul F. Coffman and wife Evenlyn L. Coffman who acknowledge that they signed and delivered the above and foregoing instrument on the day and year therein named as their free and voluntary act and deed.

Given under my hand and official seal, this the 21st Oct day of A.D. 19 75

Lacy R Kelly

My commission expires:

4-3-77

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 2 o'clock 10 minutes P M. 21 day of Oct. 1975, and that the same has been recorded in Book 192 Page 215 records of REAL ESTATE TRUST DEEDS of said County.

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

Fees $3.50 pd.

SEAL H. D. 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 Castle Builders, Inc., a Mississippi Corporation to Bailey Mortgage Company, Beneficiary, dated the 6th day of November, 19 75, recorded at Trust Deed Book 158, Page 117 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 Castle Builders, Inc. 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 15th day of October, 19 75.

SEAL

Carl B. Hamilton
Vice-President

STATE OF MISSISSIPPI)
COUNTY OF HINDS)

Personally appeared before me Lucille Brown, the undersigned Carl B. Hamilton, Vice-President, in and for the said County, the within named BAILEY MORTGAGE COMPANY who acknowledged that he signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and seal this 15th day of October, 19 75

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

Lucille Brown
Notary Public

SEAL

STC 32788
sb

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 192 Page 217 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 22 day of Oct. 1975.

Fees $2.50 pd.

SEAL H. L. Ferguson, CLERK

218

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST Class C

STATE OF MISSISSIPPI, DeSoto County. } ss.

KNOW ALL MEN BY THESE PRESENTS: That Lee Willard Mack and wife, Minnie Z. Mack, of Amory, Mississippi, the beneficiary, does hereby certify that a certain trust deed bearing date the ____ day of March 19 71, made and executed by Buford G. Haynes and wife Irene M. Haynes of Walls, Mississippi to Ronald L. Taylor, 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. 126 on page 326 of the Record of Trust Deeds, on the 26th day of March A. D. 19 71, is now fully paid and satisfied, and I do hereby authorize the Clerk of the Chancery Court of said DeSoto County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of said County also as provided by law.

DATED this the 18th day of October, 1975. Lee Willard Mack

Lee Willard Mack

Minnie Z. Mack

Minnie Z. Mack

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 Lee Willard Mack and wife, Minnie Z. Mack, who acknowledged that they signed and delivered the above and foregoing instrument on the day and date for the purpose therein mentioned.

Given under my hand and seal of office this 18th day of October A. D. 19 75

(SEAL) My Commission Expires: May 17, 1978

Joyce E. Ballard

NOTARY PUBLIC

LAURENCE-GREENWOOD 37544

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 30 minutes A. M. 22 day of Oct. 1975, and that the same has been recorded in Book 192 Page 218 records of REAL ESTATE TRUST DEEDS of said County.

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

Fees $2.50 pd.

SEAL H. L. Ferguson, CLERK

219

RELEASE

(Mississippi)

All indebtedness secured by a certain Deed of Trust from Webber Earl Anderson and wife, Elouise F. Anderson to Robert E. Royal, Trustee, for the use and benefit of Memphis-Shelby County Teachers' Credit Union, dated September 15, 1970, and recorded in Book 120, page 353, of the records of Mortgage and Deeds of Trust in the Office of the Chancery Court Clerk of DeSoto County, Mississippi, having been fully paid, the undersigned Memphis-Shelby County Teachers' Credit Union as lawful holder of the indebtedness—or—as Trustee in said Deed of Trust in accordance with direction by the holder of the indebtedness, hereby releases and discharges the lien of said Deed of Trust.

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

IN WITNESS WHEREOF, the said Memphis-Shelby County Teachers' Credit Union, has hereunto set its hand (or caused its corporate name signed hereto by and through its proper officers duly authorized so to do), this the 21st. day of October, 19 75.

Memphis-Shelby County Teachers' Credit Union

BY: Robt E. Royal
Assistant Secretary & Trustee

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 TENNESSEE:

COUNTY OF SHELBY:

This day personally appeared before, the undersigned authority in and for said State and County, the within named Robert E. Royal and _____, known to me to be the Assistant Secretary and Trustee respectively of Memphis-Shelby County Teachers' Credit Union, a corporation, who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned, for the purpose therein set forth, and in the capacity therein stated, for in behalf of Memphis-Shelby County Teachers' Credit Union, after being duly authorized so to do.

Given under my hand and seal this 21st. day of October, 19 75.

Lila G. Lane
Notary Public

My commission expires:

MY COMMISSION EXPIRES NOVEMBER 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 Oct. 1975, and that the same has been recorded in Book 192 Page 219 records of REAL ESTATE TRUST DEEDS of said County.

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

Fees $ 2.50 pd.

SEAL H. L. Ferguson, CLERK

220

388497

AUTHORITY TO CANCEL

TO THE CHANCERY CLERK OF DeSoto COUNTY, MISSISSIPPI

You are hereby authorized and requested to enter satisfaction of and cancel of record a certain Real Property Agreement executed by Larry G.Babb & Frances T.Babb to FIRST NATIONAL BANK OF MEMPHIS and recorded on Page 172 of Book Number 8 of the Record of Deeds or Deeds of Trust in your office.

This 14 day of October, 19 75.

THE FIRST NATIONAL BANK OF MEMPHIS

By Marie Jordan

Marie Jordan Operations Officer

STATE OF TENNESSEE)
) SS
SHELBY COUNTY)

Personally appeared before me, the undersigned authority in and for said County and State, the within named Marie Jordan Operations Officer who acknowledged that she signed and delivered the foregoing instrument on the day and year therein mentioned, as her act and deed.

Given under my hand and official seal, this 14 day of October, AD, 19 75.

Notary Public

MY COMMISSION EXPIRES FEBRUARY 7, 1979

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 30 minutes A M. 22 day of Oct. 1975, and that the same has been recorded in Book 192 Page 220 records of REAL ESTATE TRUST DEEDS of said County.

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

Fees $ 2.50 pd.

SEAL H. D. Ferguson, CLERK

Form No. 1955
Rev. 5-64

PARTIAL RELEASE

(For Alabama and Mississippi
Federal Land Bank Loans)

FLB 196330 5-1

STATE OF LOUISIANA
PARISH OF ORLEANS

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 Edward Lee Whitten; Ann Yates Whitten; Henry L. Yates; Martha K. Yates, recorded in Book 103, Page 167, of the land mortgage records of DeSoto County, Mississippi, does hereby release from said mortgage (deed of trust) the following:

The East eleven (11) acres of the North half of the Southeast quarter of the Southeast quarter of Section 26, Township 3 South, Range 8 West.

Except as hereinabove provided, said Deed of Trust shall remain in full force and effect.

THIS RELEASE IS ISSUED FOR THE SOLE PURPOSE OF CORRECTING THAT CERTAIN RELEASE INSTRUMENT DATED May 23, 1975.

In witness whereof THE FEDERAL LAND BANK OF NEW ORLEANS has affixed its signature and corporate seal this 4th day of September, 19 75.

(SEAL)

THE FEDERAL LAND BANK OF NEW ORLEANS
BY Warner L. Bruner, Jr.
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 4th day of September, 19 75.

(SEAL)

John H. Farrelly 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 11 o'clock 50 minutes A. M. 22 day of Oct. 1975, and that the same has been recorded in Book 192 Page 221 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 22 day of Oct. 1975.

Fees $ 2.50 pd.

SEAL H. P. Ferguson, CLERK

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CANCELLED BY AUTHORITY RECORDED IN BOOK 273 PAGE 12-16
THIS 9 DAY OF Dec 1975
CHANCERY CLERK

Mississippi Bankers Association
Form No. 1
(Revised Dec. 1954)
LAND

DEED OF TRUST
LAND

THIS INDENTURE, this day made and entered into between

JOHN D. MAY and wife, KATHY H. MAY,

of the first part, hereinafter designated as the Grantor,

WILLIAM H. AUSTIN, JR., Trustee, of the second part, hereinafter designated as Trustee, and

THE HERNANDO BANK - HORN LAKE BRANCH, Horn Lake, Mississippi,
of the third part, hereinafter designated as the Beneficiary.

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

THREE THOUSAND FOUR HUNDRED AND NO/100 - - - - - - - - - - - - - - DOLLARS
together with possible additional advances up to an additional $20,100.00,
($ 3,400.00)/evidenced by one (1) promissory note of even date herewith in favor of

the beneficiary, bearing interest at the rate of ten(10) per centum per ----- annum after

date , providing for the payment of attorney's fees in case of default and being due

and payable as follows, to-wit:

On or before January 2, 1976.

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

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

County of DeSoto,

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

Lot No. 3 of Mound Subdivision, Section 26, Township 2 (South), Range 8 West, (DeSoto County, Mississippi), recorded in Plat Book 6, Page 14 in the Office of the Chancery Clerk of said county.

Copyright Mississippi Bankers Association

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

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

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

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

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

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

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

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

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

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

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

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

IN TESTIMONY WHEREOF, witness the signature of the grantor this the 16th day of Oct., 19 75.

John D. May

Kathy H. May

STATE OF MISSISSIPPI,
COUNTY OF DeSOTO

This day personally appeared before me, the undersigned authority, in and for the State and County aforesaid, the within named JOHN D. MAY and wife, KATHY H. MAY, 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 October, 19 75.

My Commission Expires: _____

Notary Public

(SEAL) My Commission Expires April 3, 1979

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 1 o'clock 10 minutes P. M. 22 day of Oct. 1975, and that the same has been recorded in Book 192 Page 222 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 22 day of Oct., 1975.

Fees $5.00 pd.

SEAL H. P. Ferguson, CLERK

Substitution of Trustee
Assignment of this Instrument Recorded in
Real Estate T/O Book
No. 286 Page 600
This the 19 day of Aug. 1982
W. D. Ferguson

Appointment of Successor Trustee of this
Instrument Recorded in Real Estate
Book No. 226 Page 115
This 2 day of June 19 78
W. D. Ferguson Clerk

225

221957-41

FORM NO. 1941 REV. 1/75

PRINTED MATTER—1487 WORDS.

DEED OF TRUST

STATE OF MISSISSIPPI,

COUNTY OF DeSOTO

WHEREAS,

BOYD B. GREENE and CIARA VIRGINIA GREENE

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

IN THE SUM OF

FIFTY FIVE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS, AS EVIDENCED

BY A PROMISSORY NOTE OF EVEN DATE HEREWITH, PAYABLE TO THE ORDER OF THE FEDERAL LAND BANK OF NEW ORLEANS IN INSTALLMENTS WITH INTEREST ACCORDING TO THE TERMS OF SAID NOTE, THE LAST INSTALLMENT BEING DUE AND PAYABLE ON

THE 1st DAY OF November XX 2005

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

BOYD B. GREENE and wife, CIARA VIRGINIA GREENE

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

Lot No. 1, Mussacuna Plantation, Section 26, Township 3 South, Range 8 West, DeSoto County, Mississippi, more particularly described as:

BEGINNING at the Northeast Corner of the Southeast Quarter of the said Section 26, this being the Point of Beginning; thence South 0° 00' 00" West 1,980.00 feet; thence South 89° 48' 19" West 719.55 feet; thence North 0° 00' 00" East 605.00 feet; thence North 67° 13' 00" East 139.28 feet; thence North 89° 48'19" East 380.42 feet; thence North 0° 00' 00" East 721.74 feet; thence North 23° 31' 46" West 438.36 feet; thence South 89° 48' 19" West 330.00 feet; thence North 0° 00' 00" East 200.00 feet; thence North 89° 48' 19" East 715.05 feet to Point of Beginning; containing 20.38 acres, more or less, as shown on attached survey of Robert E. McCaskill, P. E., dated January 7,1975;

ALSO: One-Fourth (¼) interest in and to all minerals, in, on and under the above-described land; and, Perpetual Right-of-Way and Easement over and across adjoining property for the purposes of ingress and egress, as shown on attached Survey Plat.

SUBJECT TO: Subdivision and Zoning rules and regulations of DeSoto County Planning Commission; Requirements of DeSoto County Health Department; Rights-of-Way and Easements for public roads and public utilities; and, Easements to Cane-Mussacuna Drainage District recorded in Right-of-Way Deed Book 80, Page 266 and Book 80, Page 268 in the Office of the Chancery Clerk of said county; and, 40-ft. Power Easement and Right-of-Way given to Mississippi Power & Light Company as recorded in Book 110, Page 619 in said Clerk's Office.

Substitution of Trustee
Assignment of this Instrument Recorded in
Real Estate T/O Book
No. 306 Page 322
This the 4 day of Aug. 1982
W. D. Ferguson

The foregoing description is attached to and made a part of that certain mortgage executed by BOYD B. GREENE, et al., dated OCTOBER 15, 1975, as security for an indebtedness to The Federal Land Bank of New Orleans in the amount of $ 50,500.00.

Boyd B. Greene
Mrs. Virginia Greene
Signed for Identification

GRANTOR FURTHER COVENANTS AND AGREES:

1. TO ASSESS SAID PROPERTY FOR TAXATION AND TO PAY WHEN DUE ALL TAXES, LIENS, JUDGMENTS, OR ASSESSMENTS ASSESSED AGAINST SAID PROPERTY AND TO PROMPTLY FURNISH BENEFICIARY WITH TAX RECEIPTS EVIDENCING PAYMENT OF ALL TAXES.

2. TO INSURE AND KEEP INSURED BUILDINGS AND OTHER IMPROVEMENTS NOW ON, OR WHICH MAY HEREAFTER BE PLACED ON, SAID PREMISES, AGAINST LOSS OR DAMAGE BY FIRE, WINDSTORM AND/OR EXTENDED COVERAGE, AS REQUIRED BY BENEFICIARY, ANY POLICY EVIDENCING SUCH INSURANCE TO BE DEPOSITED WITH, AND LOSS THEREUNDER TO BE PAYABLE TO BENEFICIARY AS ITS INTEREST MAY APPEAR, AT THE OPTION OF GRANTOR, AND SUBJECT TO GENERAL REGULATIONS OF THE FARM CREDIT ADMINISTRATION, SUMS SO RECEIVED BY BENEFICIARY MAY BE USED TO PAY FOR RECONSTRUCTION OF THE DESTROYED IMPROVEMENT(S), OR, IF NOT SO APPLIED MAY, AT THE OPTION OF THE BENEFICIARY, BE APPLIED IN PAYMENT OF ANY INDEBTEDNESS, MATURED OR UNMATURED, SECURED BY THIS DEED OF TRUST.

3. TO PROPERLY CARE FOR AND CULTIVATE SAID PROPERTY IN A FARMERLIKE MANNER, AND NOT TO COMMIT WASTE, CUT, REMOVE, OR DAMAGE TIMBER OR IMPROVEMENTS, OR ALLOW WASTE TO BE COMMITTED, OR TIMBER OR IMPROVEMENTS TO BE CUT, REMOVED, OR DAMAGED. IN THE EVENT THIS COVENANT IS BREACHED, GRANTOR AGREES TO PAY ALL COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES, INCURRED BY BENEFICIARY IN INVESTIGATING SUCH VIOLATION AND IN PROTECTING AND PRESERVING THIS SECURITY.

4. THAT THIS DEED OF TRUST IS A VALID FIRST LIEN AGAINST ALL THE LAND AND IMPROVEMENTS OFFERED AND APPRAISED AS SECURITY FOR THIS LOAN. IF THE VALIDITY OF THIS DEED OF TRUST OR IF GRANTOR'S TITLE TO ANY OF SAID LAND OR IMPROVEMENTS IS QUESTIONED IN ANY MANNER OR IF ANY PART OF SUCH LAND OR IMPROVEMENTS IS NOT PROPERLY DESCRIBED HEREIN, BENEFICIARY MAY, IN ITS DISCRETION, INVESTIGATE AND TAKE SUCH ACTION AS IT CONSIDERS NECESSARY OR DESIRABLE FOR THE PROTECTION OF ITS INTERESTS AND FOR THIS PURPOSE MAY EMPLOY LEGAL COUNSEL OR EXPERT ASSISTANCE AND GRANTOR WILL PROMPTLY PAY ALL EXPENSES SO INCURRED BY BENEFICIARY.

5. THAT IF GRANTOR DEFAULTS IN ANY OF THE PROVISIONS OF PARAGRAPHS 1, 2, 3, 4, OR 14 HEREOF, THEN BENEFICIARY MAY PAY SUCH TAXES, LIENS, JUDGMENTS, OR ASSESSMENTS, OBTAIN AND PAY FOR SUCH INSURANCE, OR ADVANCE SUCH ATTORNEY'S FEES, EXPENSES AND COSTS, AND GRANTOR AGREES TO IMMEDIATELY PAY BENEFICIARY ALL AMOUNTS SO ADVANCED, AND THAT ALL AMOUNTS SO ADVANCED SHALL BE SECURED HEREBY.

6. THAT ALL REPRESENTATIONS AND STATEMENTS MADE IN THE APPLICATION FOR THIS LOAN ARE TRUE AND CORRECT, THAT THE PROCEEDS OF THIS LOAN WILL BE USED SOLELY FOR THE PURPOSES SPECIFIED IN SAID APPLICATION, AND THAT GRANTOR WILL COMPLY WITH ALL REQUIREMENTS AND CONDITIONS IMPOSED BY BENEFICIARY IN MAKING THIS LOAN.

7. THAT GRANTOR WILL NOT SELL, MORTGAGE, OR OTHERWISE ALIENATE THE PROPERTY HEREIN DESCRIBED WITHOUT THE WRITTEN CONSENT OF BENEFICIARY.

8. THAT ALL DEFAULTED PAYMENTS AND ALL SUMS ADVANCED BY MORTGAGEE, AS PROVIDED FOR HEREIN, SHALL, FROM THE DATE DUE, BEAR INTEREST AT THE RATE OF TEN (10%) PER CENT.

9. THAT BENEFICIARY MAY AT ANY TIME, WITHOUT NOTICE, RELEASE ANY OF THE PROPERTY DESCRIBED HEREIN, GRANT EXTENSIONS OR DEFERMENTS OF TIME OF PAYMENT OF THE INDEBTEDNESS SECURED HEREBY, OR ANY PART THEREOF, OR RELEASE FROM LIABILITY ANY PARTIES WHO ARE OR MAY BECOME LIABLE FOR THE PAYMENT OF SAID INDEBTEDNESS, WITHOUT AFFECTING THE PRIORITY OF THIS LIEN OR THE PERSONAL LIABILITY OF THE GRANTOR OR ANY OTHER PARTY LIABLE OR WHO MAY BECOME LIABLE FOR THE INDEBTEDNESS SECURED BY THIS INSTRUMENT.

10. THIS INSTRUMENT AND THE NOTE SECURED HEREBY ARE SUBJECT TO THE FARM CREDIT ACT OF 1971 AND ALL ACTS AMENDATORY THEREOF OR SUPPLEMENTARY THERETO, AND THE LAWS OF THE STATE OF MISSISSIPPI NOT INCONSISTENT THEREWITH.

11. THAT THE FAILURE OF BENEFICIARY TO EXERCISE ANY OPTION OR MAKE ANY DECISION OR ELECTION UNDER ANY TERM OR COVENANT, HEREIN EXPRESSED, SHALL NOT BE DEEMED A WAIVER OF THE RIGHT TO EXERCISE SUCH OPTION OR TO MAKE SUCH DECISION OR ELECTION AT ANY TIME.

12. THAT EACH COVENANT AND AGREEMENT HEREIN CONTAINED SHALL INURE TO THE BENEFIT OF AND BIND THE SUCCESSORS AND ASSIGNS OF BENEFICIARY AND GRANTOR.

13. THAT THE FOLLOWING ARE AUTHORIZED TO SELECT AND SUBSTITUTE ANOTHER TRUSTEE IN THE PLACE OF THE ABOVE NAMED TRUSTEE OR ANY SUCCESSOR AT ANY TIME ANY OF THEM MAY SO DESIRE, NAMELY, (1) THE BENEFICIARY HEREIN ACTING THROUGH ITS PRESIDENT, VICE-PRESIDENT, TREASURER, OR SECRETARY, (2) ANY PERSON HOLDING THE OFFICE OF PRESIDENT, VICE-PRESIDENT, TREASURER, OR SECRETARY OF SAID BENEFICIARY, OR (3) ANY FUTURE HOLDER OF THE INDEBTEDNESS SECURED HEREBY. IT SHALL NOT BE NECESSARY TO OBTAIN THE CONSENT OR RESIGNATION OF THE ORIGINAL TRUSTEE, OR ANY SUCCESSOR BEFORE APPOINTING ANOTHER TRUSTEE IN HIS PLACE AND ANY SUCH APPOINTEE, WHO MAY BE AN AGENT, EMPLOYEE OR OFFICER OF BENEFICIARY, SHALL HAVE FULL AND SOLE POWER AS TRUSTEE HEREIN.

14. GRANTOR FURTHER COVENANTS AND AGREES TO OBTAIN AND CARRY CREDIT LIFE INSURANCE ON THE LIFE OF GRANTOR AND/OR TO ASSIGN THE BENEFITS (BOTH CASH VALUE AND/OR DEATH BENEFITS) OF ANY EXISTING INSURANCE ON THE LIFE OF GRANTOR, WHEN REQUIRED BY BENEFICIARY, ANY POLICY EVIDENCING SUCH INSURANCE TO BE DEPOSITED WITH AND ANY LOSS THEREUNDER TO BE PAYABLE TO BENEFICIARY AS ITS INTEREST MAY APPEAR.

NOW, IF GRANTOR SHALL PAY SAID INDEBTEDNESS AND KEEP AND PERFORM ALL OF THE COVENANTS AND AGREEMENTS OF THIS DEED OF TRUST, IT SHALL BECOME NULL AND VOID.

IF GRANTOR FAILS TO PAY WHEN DUE ANY SUMS SECURED HEREBY OR SHOULD GRANTOR (OR ANY ONE OF THEM) FAIL TO ABIDE BY OR PERFORM ANY OF THE AGREEMENTS CONTAINED HEREIN, BECOME INSOLVENT, BE ADJUDICATED A BANKRUPT, OR MADE DEFENDANT IN A BANKRUPTCY OR RECEIVERSHIP PROCEEDING; THEN, IN ANY SUCH EVENT, BENEFICIARY MAY, AT ITS OPTION, DECLARE ALL INDEBTEDNESS SECURED HEREBY IMMEDIATELY DUE AND PAYABLE, AND THE TRUSTEE, AT THE REQUEST OF THE BENEFICIARY, SHALL SELL SAID PROPERTY (EITHER AS A WHOLE OR IN PARCELS, AT HIS ELECTION, THE PROVISIONS OF SECTION 89-1-51, MISSISSIPPI CODE OF 1972, AND SECTION 111, MISSISSIPPI CONSTITUTION OF 1890 WITH RESPECT TO OFFERING AND SELLING REAL ESTATE IN PARCELS RATHER THAN AS A WHOLE, BEING HEREBY EXPRESSLY WAIVED) TO SATISFY THE INDEBTEDNESS HEREBY SECURED AFTER GIVING NOTICE OF THE TIME, PLACE, AND TERMS OF SALE BY PUBLICATION IN SOME NEWSPAPER PUBLISHED IN THE COUNTY IN WHICH SAID LAND IS SITUATED, OR IF NO NEWSPAPER IS THEN PUBLISHED IN SAID COUNTY IN A NEWSPAPER HAVING GENERAL CIRCULATION THEREIN, FOR THREE CONSECUTIVE WEEKS PRECEDING THE DATE OF SALE, AND BY POSTING ONE NOTICE AT THE COURTHOUSE OF SAID COUNTY FOR SAID TIME.

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 15th DAY OF OCTOBER 19 75

Boyd B. Greene

Clara Virginia Greene

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

BOYD B. GREENE and wife, CLARA VIRGINIA GREENE

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 22nd DAY OF October 19 75.

(SEAL)

MY COMMISSION EXPIRES Jan. 5, 1976

H. D. Ferguson

Chancery Clerk

(OFFICIAL CAPACITY)

By J. Shelton, D.C.

STATE OF

COUNTY OF

BEFORE ME, THE UNDERSIGNED AUTHORITY IN AND FOR SAID COUNTY IN SAID STATE, THIS DAY PERSONALLY APPEARED THE WITHIN NAMED

WHO ACKNOWLEDGED THAT SIGNED AND DELIVERED THE FOREGOING INSTRUMENT ON THE DAY AND YEAR THEREIN MENTIONED.

GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS DAY OF 19

(SEAL)

MY COMMISSION EXPIRES

(OFFICIAL CAPACITY)

CERTIFICATE OF CLERK

I HEREBY CERTIFY THAT THIS DEED OF TRUST WAS FILED FOR RECORD IN MY OFFICE AT 11:55 O'CLOCK A M. ON THE 22 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

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 11 o'clock 55 minutes A M. 22 day of Oct. 1975, and that the same has been recorded in Book 192 Page 225 records of REAL ESTATE TRUST DEEDS of said County.

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

Fees $5.00 pd.

SEAL H. D. Ferguson, CLERK

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FOR REAL ESTATE, CHATTEL OR BOTH

William James Montgomery, Jr. -

To { DEED OF TRUST

W. J. Montgomery, Sr., et ux

THIS INDENTURE, Made this 18th day of Octob[illegible] 19 75
between William James Montgomery, Jr.
of the first part,
and W. J. Montgomery, Sr. and wife, Rita Montgomery 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 Eight Thousand Eight Hundred Dollars and no/100 ($8,800.00) evidenced by a promissory note of even date, bearing 8% interest from maturity, due and repayable on or before October 1, 1978

~~and one further amount that the party of the second part may furnish the party of the first part during the year 19 ____ not to exceed ____ and the parties ____ and the first part having agreed to secure the prompt payment of the same when due.~~ Therefore, in consideration of the premises, and of the sum of One Dollar to the party paid by George S. McIngvale Trustee, the party of the first part 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 ____ have for ____ with lands and all the crops of every kind to be grown by ____ and family, or any hands working with or under ____ either as landlord or tenant or otherwise, during the year 19 ____ on the land that ____ may cultivate, or cause to be cultivated, as landlord or tenant and all ____ farming implements of every kind and~~

Lot 21, Section C, Pleasant Hill Estates Subdivision as per plat thereof recorded in Plat Book 10, Pages 14 and 15 in the officeof the Chancery Clerk of DeSoto County, Mississippi. Said lot being in Section 12, Township 2, Range 7.

Should the Trustee at any time believe said property, or any part thereof, unimproved as a security for said debt ____ he may then forthwith take possession of said property and sell the same as herein below directed. Should the part 78 of the first part promptly pay the above stated indebtedness on or before the 1st day of September 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 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. Oct 18-75

William James Montgomery Jr

Witness ____

STATE OF ~~MISSISSIPPI~~, DeSOTO COUNTY.

Personally appeared before me, the undersigned athority of said County, the within named William J. Montgomer, Jr.

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 18 day of October 19 75

(SEAL)

My Commission Expires: My Commission Expires Oct. 4, 1977

Notary Public

By ____ Clerk D. C.

STATE OF MISSISSIPPI, DeSOTO COUNTY.

Before me ____ of said County, this day personally appeared the above named ____ one of the subscribing witnesses to the foregoing Deed of Trust, 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 the ____

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 50 minutes A M. 22 day of Oct. 1975, and that the same has been recorded in Book 142 Page 228 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the ____ day of October 1975.

Fees $ 2.50 pd.

SEAL H. D. Ferguson, CLERK

App. of Substitute Trustee
~~Assignment~~ of this Instrument Recorded in
Real Estate T/D Book
No. 212 Page 472
This the 14 day of June 19 77
H. D. Ferguson Clerk

Assignment of this Instrument Recorded in
Real Estate T.D. Book
No. 192 Page 314
This the 28 day of Oct 19 25
H. D. Ferguson Clerk

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DEED OF TRUST

THIS DEED OF TRUST is made this 10th day of October, 19 75, among the Grantor, RICHARD E. DRADDY and wife, SHIRLEY M. DRADDY (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 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 59 in POINT REGENCY LAKESIDE HOMES, IN 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.

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 SEVEN HUNDRED Dollars & 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 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.

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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.

Richard E. Draddy —Borrower

Shirley M. Draddy —Borrower

5681 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 Richard E. Draddy & Shirley M. Draddy who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and seal of office, on this the 10th day of October A.D. 19 75.

My Commission expires: 6-5-79
STC 32810
sb

Lee V. Hamberlin
Notary Public
Lee V. Hamberlin

Prepared by: Lee V. Hamberlin
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

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 192 Page 229 records of REAL ESTATE TRUST DEEDS
of said County.
Witness my hand and seal this the 22 day of October 1975.

Fees $ 5.00 pd.

SEAL H. D. Ferguson, CLERK

Appointment of Successor Trustee of this instrument Recorded in Real Estate
Book No. 210 Page 148
This 7 day of April 1995
W. E. Davis, Clerk

Assignment of this Instrument Recorded 283
Real Estate TP Book
No. 192 Page 315
This the 28 day of Oct 1975
W. E. Davis Clerk

DEED OF TRUST

THIS DEED OF TRUST is made this 10th day of October, 19 75, among the Grantor, LELIA J. VENSEL (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 6, in POINT REGENCY LAKESIDE HIMES, as more fully described in Plat Book 14, Pages 9 and 10 in the Chancery Clerk's Office of DeSoto County, Mississippi and being situated in Section 19, Township 1 South, Range 7 West of said County and State, to which plat reference is 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 ONE THOUSAND TWO 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 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.

Lelia J. Vensel —Borrower

—Borrower

2375 State line Road

Southaven, Mississippi

Property Address

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

Personally appeared before me, the undersigned authority in and for said County and State, the within named Lelia J. Vensel who acknowledged that S 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 10 day of October A.D., 1975.

My Commission expires: 6-5-79

Lee V. Hamberlin
Notary Public
Lee V. Hamberlin

STC 32811
sb

Prepared by: Lee V. Hamberlin
60 North SecondSt.
~~XXXXXXXXXXXXXXXXX~~
Memphis, Tennessee

STATE OF MISSISSIPPI, DeSOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock and 30 minutes A M 22 day of Oct 19 75 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. 22 day of October 1975, and that the same has been recorded in Book 142 Page 239 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 22 day of October 1975.
Fees $5.00 pd.
SEAL H. D. Ferguson, CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK 247 PAGE 682
THIS 23 DAY OF Aug. 1979
H. W. Ferguson
CHANCERY CLERK

Assignment of this Instrument Recorded in Real Estate T/D Book No. 190 Page 261
This the 23 day of Oct. 1975
H. W. Ferguson Clerk

DEED OF TRUST

THIS DEED OF TRUST is made this 17th day of October, 19 75, among the Grantor, John D. Willis and wife, Barbara A. Willis, (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 P. O. Box 1389, 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 2416, Section "L", Southaven West Subdivision, in Section 27, Township 1 South, Range 8 West, as per plat thereof recorded in Plat Book 4, Page 51, in the Office of the Chancery Clerk of DeSoto County, Mississippi.

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

TOGETHER with all 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-Nine Thousand Four 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 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.

John D. Willis —Borrower

Barbara A. Willis —Borrower

1056 Holbrook Cove

Southaven, Mississippi 38671

Property Address

STATE OF MISSISSIPPI, DeSoto COUNTY SS:

Personally appeared before me the undersigned authority in and for said County and State, the within named John D. Willis and wife, Barbara A. Willis, 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 17th day of October, A.D., 19 75

My Commission expires:
April 9, 1979.

Edna E. Camp
Notary Public

NOTARY PUBLIC DESOTO COUNTY, MISS.

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 Oct. 1975, and that the same has been recorded in Book 192 Page 237 records of REAL ESTATE TRUST DEEDS of said County.

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

Fees $5.50 pd.

SEAL H. L. Ferguson, CLERK

Clerk

pd. 5.50

...RECORDED IN BOOK 446 PAGE 159
23 DAY OF August 19 88
W E Davis by K Cole D.C.
Chancery Clerk

Assignment of this instrument Recorded in Real Estate T.D. Book No. 193 Page 170
This the 17 day of Nov. 1975
H. L. Ferguson Clerk

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STATE OF MISSISSIPPI
FHA FORM NO. 2135m
Revised January 1971

DEED OF TRUST

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

D-22869-SR

THIS DEED OF TRUST, made and entered into this 17th day of October 19 75
by and between

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

Thomas B. Seever and wife, Marcia D. Seever

, 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, Tennessee 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 609, Section C, Revised, Greenbrook Subdivision, as shown on plat of record in plat book 11, pages 13 and 14, in Section 19, Township 1 South, Range 7 West, in the office of the Chancery Clerk of Desoto County, Mississippi, to which plat reference is hereby made for a more particular description of said lot, as per survey by Ralph F. Hassa, Civil Engineer dated August 25, 2975.

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

IN TRUST, HOWEVER, to secure to

and existing under the laws of National Mortgage Company State of Tennessee , a corporation organized , the payment of a certain promissory note of even date herewith in the principal sum of Twenty Five Thousand Nine Hundred Fifty and no/100------- Dollars ($ 25,950.00---), 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, in monthly installments of One Hundred Eighty Six and 06/100------- Dollars ($ 186.06-----), 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.

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

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

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

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

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

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

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

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

(III) interest on the note secured hereby; and

(IV) amortization of the principal of said note.

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

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

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

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

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

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

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

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

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

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

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

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

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

The holders of the indebtedness described herein shall have the option at any time to require Grantors to pay to the Holders of the indebtedness in addition to and concurrent to the monthly installment of principal and interest and escrow for taxes and hazard insurance, a sum equal to one-twelfth of the annual flood insurance premium in the event the Holder of the indebtedness requires flood insurance and same is available under the National Flood Insurance Act of 1968 or subsequent similar legislature; said sum to be held in escrow without liability on the part of the Holder of the indebtedness for interest thereon and to be used in payment of said insurance when due and payable. If the amount so held shall at any time be insufficient to pay said insurance premium when due and payable, the Grantors shall promptly deposit the entire amount of said deficit.

Thomas B. Seever
Thomas B. Seever

Marcia D. Seever
Marcia D. Seever

STATE OF ~~MISSISSIPPI~~ Tennessee
COUNTY OF Shelby

Personally appeared before me M Walton, the undersigned Notary public in and for the said County, the within named Thomas B. Seever and Marcia D. Seever, 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 17th day of October, 1975.

My Commission Expires June 11, 1979

M. Walton

STATE OF MISSISSIPPI
COUNTY OF Desoto

I, H. L. Ferguson, Clerk of the Court of the Chancery of said County, do hereby certify that the

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 Oct. 1975, and that the same has been recorded in Book 192 Page 241 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 23 day of Oct. 1975.

Fees $4.50 pd.

SEAL H. L. Ferguson, CLERK

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RELEASE

Huntington Federal Savings & Loan Assoc., of Huntington, West Virginia

A corporation, hereby release the lien of that certain Deed of Trust dated October 6, 1972, made by Van B. Chaney Jr. and Peggy G. Chaney, his wife, to William E. Wright and James H. Green, Trustee (s) and recorded in the office of the Clerk of the County of DeSoto County, Mississippi, in Trust Deed Book 149, page 29, the indebtedness therby secured having been fully paid and satisfied.

In WITNESS WHEROF, Huntington Federal Savings & Loan Assn., of Huntington W. Va. has caused its corporate name to be signed and its corporate seal to be affixed hereto by K. E. McGinnis, its President, thereunto duly authorized this 7th day of October, 1975.

(Corporate Seal)

By K. E. McGinnis
Its President

STATE OF West Virginia

COUNTY OF Cabell, To wit:

I, James M. Clark, a Notary Public in and for the said County and State do hereby certify that K. E. McGinnis, who signed the above writing, bearing the date October 7, 1975, for Huntington Fed Sav & Loan Assn. has this day in my said County, before me, acknowledged the said writing to be the act and deed of said Corporation.

Given under my hand and seal this 7th day of October, 1975.
My commission expires June 9, 1982.

(NOTARIAL SEAL)

James M. Clark
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 1 o'clock 45 minutes P. M. 22 day of Oct. 1975, and that the same has been recorded in Book 192 Page 244 records of REAL ESTATE TRUST DEEDS of said County.,
Witness my hand and seal this the 23 day of Oct. 1975.

Fees $2.50 pd.

SEAL H. D. Ferguson, CLERK

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CANCELLED BY AUTHORITY RECORDED IN BOOK 224 PAGE 522
THIS 1 DAY OF May 1978
B. B. Isaacson
CHANCERY CLERK

FORM NO. 1961 REV. 1/75 PRINTED MATTER—1497 WORDS

DEED OF TRUST

STATE OF MISSISSIPPI,
COUNTY OF DESOTO

WHEREAS,

SHARON L. ANDERSON

IS/ARE INDEBTED TO THE FEDERAL LAND BANK OF NEW ORLEANS, HEREINAFTER CALLED BENEFICIARY, IN THE SUM OF Sixteen Thousand ---------- 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 95

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

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:

The northwest quarter of the southwest quarter of Section 33, Township 2, Range 7 West, containing 40 acres, more or less. The lands hereby conveyed join on the west side the 40 acre tract heretofore deeded to Miss Leslie Anderson, and join on the north side the 40 acre tract conveyed to Arthur Wayne Anderson, Jr.

SUBJECT TO:

1. Unrecorded road rights of way, public utility easements, and zoning, subdivision, and health department regulations of DeSoto County, Mississippi.
2. Right of way to DeSoto County, Mississippi, as recorded in Book 46, Page 254.
3. Right of way to Mississippi Power & Light Company as recorded in Book 25, Page 589.

GRANTOR FURTHER COVENANTS AND AGREES:

1. TO ASSESS SAID PROPERTY FOR TAXATION AND TO PAY WHEN DUE ALL TAXES, LIENS, JUDGMENTS, OR ASSESSMENTS ASSESSED AGAINST SAID PROPERTY AND TO PROMPTLY FURNISH BENEFICIARY WITH TAX RECEIPTS EVIDENCING PAYMENT OF ALL TAXES.

2. TO INSURE AND KEEP INSURED BUILDINGS AND OTHER IMPROVEMENTS NOW OR, OR WHICH MAY HEREAFTER BE PLACED ON, SAID PREMISES, AGAINST LOSS OR DAMAGE BY FIRE, WINDSTORM AND/OR EXTENDED COVERAGE, AS REQUIRED BY BENEFICIARY, ANY POLICY EVIDENCING SUCH INSURANCE TO BE DEPOSITED WITH, AND LOSS THEREUNDER TO BE PAYABLE TO BENEFICIARY AS ITS INTEREST MAY APPEAR, AT THE OPTION OF GRANTOR, AND SUBJECT TO GENERAL REGULATIONS OF THE FARM CREDIT ADMINISTRATION, SUMS SO RECEIVED BY BENEFICIARY MAY BE USED TO PAY FOR RECONSTRUCTION OF THE DESTROYED IMPROVEMENT(S); OR, IF NOT SO APPLIED MAY, AT THE OPTION OF THE BENEFICIARY, BE APPLIED IN PAYMENT OF ANY INDEBTEDNESS, MATURED OR UNMATURED, SECURED BY THIS DEED OF TRUST.

3. TO PROPERLY CARE FOR AND CULTIVATE SAID PROPERTY IN A FARMERLIKE MANNER, AND NOT TO COMMIT WASTE, CUT, REMOVE, OR DAMAGE TIMBER OR IMPROVEMENTS, OR ALLOW WASTE TO BE COMMITTED, OR TIMBER OR IMPROVEMENTS TO BE CUT, REMOVED, OR DAMAGED. IN THE EVENT THIS COVENANT IS BREACHED, GRANTOR AGREES TO PAY ALL COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES, INCURRED BY BENEFICIARY IN INVESTIGATING SUCH VIOLATION AND IN PROTECTING AND PRESERVING THIS SECURITY.

4. THAT THIS DEED OF TRUST IS A VALID FIRST LIEN AGAINST ALL THE LAND AND IMPROVEMENTS OFFERED AND APPRAISED AS SECURITY FOR THIS LOAN. IF THE VALIDITY OF THIS DEED OF TRUST OR IF GRANTOR'S TITLE TO ANY OF SAID LAND OR IMPROVEMENTS IS QUESTIONED IN ANY MANNER OR IF ANY PART OF SUCH LAND OR IMPROVEMENTS IS NOT PROPERLY DESCRIBED HEREIN, BENEFICIARY MAY, IN ITS DISCRETION, INVESTIGATE AND TAKE SUCH ACTION AS IT CONSIDERS NECESSARY OR DESIRABLE FOR THE PROTECTION OF ITS INTERESTS AND FOR THIS PURPOSE MAY EMPLOY LEGAL COUNSEL OR EXPERT ASSISTANCE AND GRANTOR WILL PROMPTLY PAY ALL EXPENSES SO INCURRED BY BENEFICIARY.

5. THAT IF GRANTOR DEFAULTS IN ANY OF THE PROVISIONS OF PARAGRAPHS 1, 2, 3, 4, OR 14 HEREOF, THEN BENEFICIARY MAY PAY SUCH TAXES, LIENS, JUDGMENTS, OR ASSESSMENTS, OBTAIN AND PAY FOR SUCH INSURANCE, OR ADVANCE SUCH ATTORNEY'S FEES, EXPENSES AND COSTS, AND GRANTOR AGREES TO IMMEDIATELY PAY BENEFICIARY ALL AMOUNTS SO ADVANCED, AND THAT ALL AMOUNTS SO ADVANCED SHALL BE SECURED HEREBY.

6. THAT ALL REPRESENTATIONS AND STATEMENTS MADE IN THE APPLICATION FOR THIS LOAN ARE TRUE AND CORRECT, THAT THE PROCEEDS OF THIS LOAN WILL BE USED SOLELY FOR THE PURPOSES SPECIFIED IN SAID APPLICATION, AND THAT GRANTOR WILL COMPLY WITH ALL REQUIREMENTS AND CONDITIONS IMPOSED BY BENEFICIARY IN MAKING THIS LOAN.

7. THAT GRANTOR WILL NOT SELL, MORTGAGE, OR OTHERWISE ALIENATE THE PROPERTY HEREIN DESCRIBED WITHOUT THE WRITTEN CONSENT OF BENEFICIARY.

8. THAT ALL DEFAULTED PAYMENTS AND ALL SUMS ADVANCED BY MORTGAGEE, AS PROVIDED FOR HEREIN, SHALL, FROM THE DATE DUE, BEAR INTEREST AT THE RATE OF TEN (10%) PER CENT.

9. THAT BENEFICIARY MAY AT ANY TIME, WITHOUT NOTICE, RELEASE ANY OF THE PROPERTY DESCRIBED HEREIN, GRANT EXTENSIONS OR DEFERMENTS OF TIME OF PAYMENT OF THE INDEBTEDNESS SECURED HEREBY, OR ANY PART THEREOF, OR RELEASE FROM LIABILITY ANY PARTIES WHO ARE OR MAY BECOME LIABLE FOR THE PAYMENT OF SAID INDEBTEDNESS, WITHOUT AFFECTING THE PRIORITY OF THIS LIEN OR THE PERSONAL LIABILITY OF THE GRANTOR OR ANY OTHER PARTY LIABLE OR WHO MAY BECOME LIABLE FOR THE INDEBTEDNESS SECURED BY THIS INSTRUMENT.

10. THIS INSTRUMENT AND THE NOTE SECURED HEREBY ARE SUBJECT TO THE FARM CREDIT ACT OF 1971 AND ALL ACTS AMENDATORY THEREOF OR SUPPLEMENTARY THERETO, AND THE LAWS OF THE STATE OF MISSISSIPPI NOT INCONSISTENT THEREWITH.

11. THAT THE FAILURE OF BENEFICIARY TO EXERCISE ANY OPTION OR MAKE ANY DECISION OR ELECTION UNDER ANY TERM OR COVENANT, HEREIN EXPRESSED, SHALL NOT BE DEEMED A WAIVER OF THE RIGHT TO EXERCISE SUCH OPTION OR TO MAKE SUCH DECISION OR ELECTION AT ANY TIME.

12. THAT EACH COVENANT AND AGREEMENT HEREIN CONTAINED SHALL INURE TO THE BENEFIT OF AND BIND THE SUCCESSORS AND ASSIGNS OF BENEFICIARY AND GRANTOR.

13. THAT THE FOLLOWING ARE AUTHORIZED TO SELECT AND SUBSTITUTE ANOTHER TRUSTEE IN THE PLACE OF THE ABOVE NAMED TRUSTEE OR ANY SUCCESSOR AT ANY TIME ANY OF THEM MAY SO DESIRE; NAMELY, (1) THE BENEFICIARY HEREIN ACTING THROUGH ITS PRESIDENT, VICE-PRESIDENT, TREASURER, OR SECRETARY, (2) ANY PERSON HOLDING THE OFFICE OF PRESIDENT, VICE-PRESIDENT, TREASURER, OR SECRETARY OF SAID BENEFICIARY, OR (3) ANY FUTURE HOLDER OF THE INDEBTEDNESS SECURED HEREBY. IT SHALL NOT BE NECESSARY TO OBTAIN THE CONSENT OR RESIGNATION OF THE ORIGINAL TRUSTEE, OR ANY SUCCESSOR BEFORE APPOINTING ANOTHER TRUSTEE IN HIS PLACE AND ANY SUCH APPOINTEE, WHO MAY BE AN AGENT, EMPLOYEE OR OFFICER OF BENEFICIARY, SHALL HAVE FULL AND SOLE POWER AS TRUSTEE HEREIN.

14. GRANTOR FURTHER COVENANTS AND AGREES TO OBTAIN AND CARRY CREDIT LIFE INSURANCE ON THE LIFE OF GRANTOR AND/OR TO ASSIGN THE BENEFITS (BOTH CASH VALUE AND/OR DEATH BENEFITS) OF ANY EXISTING INSURANCE ON THE LIFE OF GRANTOR, WHEN REQUIRED BY BENEFICIARY, ANY POLICY EVIDENCING SUCH INSURANCE TO BE DEPOSITED WITH AND ANY LOSS THEREUNDER TO BE PAYABLE TO BENEFICIARY AS ITS INTEREST MAY APPEAR.

NOW, IF GRANTOR SHALL PAY SAID INDEBTEDNESS AND KEEP AND PERFORM ALL OF THE COVENANTS AND AGREEMENTS OF THIS DEED OF TRUST, IT SHALL BECOME NULL AND VOID.

IF GRANTOR FAILS TO PAY WHEN DUE ANY SUMS SECURED HEREBY OR SHOULD GRANTOR (OR ANY ONE OF THEM) FAIL TO ABIDE BY OR PERFORM ANY OF THE AGREEMENTS CONTAINED HEREIN, BECOME INSOLVENT, BE ADJUDICATED A BANKRUPT, OR MADE DEFENDANT IN A BANKRUPTCY OR RECEIVERSHIP PROCEEDING, THEN, IN ANY SUCH EVENT, BENEFICIARY MAY, AT ITS OPTION, DECLARE ALL INDEBTEDNESS SECURED HEREBY IMMEDIATELY DUE AND PAYABLE, AND THE TRUSTEE, AT THE REQUEST OF THE BENEFICIARY, SHALL SELL SAID PROPERTY (EITHER AS A WHOLE OR IN PARCELS, AT HIS ELECTION, THE PROVISIONS OF SECTION 89-1-51, MISSISSIPPI CODE OF 1972, AND SECTION 111, MISSISSIPPI CONSTITUTION OF 1890 WITH RESPECT TO OFFERING AND SELLING REAL ESTATE IN PARCELS RATHER THAN AS A WHOLE, BEING HEREBY EXPRESSLY WAIVED) TO SATISFY THE INDEBTEDNESS HEREBY SECURED AFTER GIVING NOTICE OF THE TIME, PLACE, AND TERMS OF SALE BY PUBLICATION IN SOME NEWSPAPER PUBLISHED IN THE COUNTY IN WHICH SAID LAND IS SITUATED, OR IF NO NEWSPAPER IS THEN PUBLISHED IN SAID COUNTY IN A NEWSPAPER HAVING GENERAL CIRCULATION THEREIN, FOR THREE CONSECUTIVE WEEKS PRECEDING THE DATE OF SALE, AND BY POSTING ONE NOTICE AT THE COURTHOUSE OF SAID COUNTY FOR SAID TIME.

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 22nd DAY OF October 19 75

Sharon L. 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

Sharon L. Anderson

WHO ACKNOWLEDGED THAT she SIGNED AND DELIVERED THE FOREGOING INSTRUMENT ON THE DAY AND YEAR THEREIN MENTIONED.

GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS 22nd DAY OF October 19 75

(SEAL)

MY COMMISSION EXPIRES 8-11-76

Notary Public
(OFFICIAL CAPACITY)

STATE OF

COUNTY OF

BEFORE ME, THE UNDERSIGNED AUTHORITY IN AND FOR SAID COUNTY IN SAID STATE, THIS DAY PERSONALLY APPEARED THE WITHIN NAMED

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 1 o'clock 45 minutes P. M. 22 day of Oct. 1975, and that the same has been recorded in Book 192 Page 245 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 23 day of Oct. 1975.

Fees $5.00 pd.

SEAL H. W. Ferguson, CLERK

(OFFICIAL CAPACITY)

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 22 DAY OF October, 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.

$.00? Return to: TCNL

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Mid First Bank

ASSIGNMENT OF THIS INSTRUMENT RECORDED IN
Real Estate T.D. BOOK.
NO. 1054 PAGE 294
THIS THE 16th DAY OF Nov. 1998.
W. E. Davis
By: D. Starkey D.C. CHANCERY CLERK

PREPARED BY:
SIDNEY M. KATZ, ATTY.
4041 KNIGHT-ARNOLD ROAD
MEMPHIS, TENN. 38118

STATE OF MISSISSIPPI
FHA FORM NO. 2135m
Revised January 1971

DEED OF TRUST

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

D-75389-SR

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

THOMAS E. ANDERSON AND WIFE, GLENDA SUE ANDERSON

, 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 174, SECTION A, REVISED PLAN, SOUTHAVEN SUBDIVISION, AS SHOWN ON PLAT OF RECORD IN PLAT BOOK 2, pages 4 & 5, IN SECTION 14, TOWNSHIP 1 SOUTH, RANGE 8 WEST, IN THE OFFICE OF THE CHANCERY CLERK OF DESOTO COUNTY, MISSISSIPPI, TO WHICH PLAT REFERENCE IS HEREBY MADE FOR A MORE PARTICULAR DESCRIPTION OF SAID LOT, AS PER SURVEY BY ACME ENGINEERING SERVICE DATED SEPTEMBER 25, 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 NINETEEN THOUSAND EIGHT HUNDRED FIFTY AND NO/100----- Dollars ($ 19,850.00-------), 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 ONE HUNDRED FIFTY NINE AND 79/100----- Dollars ($ 159.79-------), commencing on the first day of DECEMBER, 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 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.

CANCELLED BY AUTHORITY, RECORDED IN BOOK
1594 PAGE 337
THIS 1st DAY OF Nov. 2002
W. E. Davis
CHANCERY CLERK
By: D. Starkey D.C.

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) has hereunto set HIS hand(s) the day and year herein first written above.

The holders of the indebtedness described herein shall have the option at any time to require Grantors to pay to the Holders of the indebtedness in addition to and concurrent to the monthly installment of principal and interest and escrow for taxes and hazard insurance, a sum equal to one-twelfth of the annual flood insurance premium in the event the Holder of the indebtedness requires flood insurance and same is available under the National Flood Insurance Act of 1968 or subsequent similar 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 pay to the Holder the entire amount of said deficit.

Thomas E Anderson
THOMAS E. ANDERSON

Glenda Sue Anderson
GLENDA SUE ANDERSON

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

Personally appeared before me Lou Lundsay, the undersigned Notary public in and for the said County, the within named THOMAS E. ANDERSON and GLENDA SUE ANDERSON, his wife, who acknowledged that ~~he~~ they signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and seal this 14th day of OCTOBER 19 75

My Commission Expires Oct. 18, 1977

Lou Lundsay

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

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 Oct. 1975, and that the same has been recorded in Book 192 Page 248 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 23 day of Oct. 1975.

Fees $5.00 pd.

SEAL H. L. Ferguson, CLERK

Form No. 1955-A

PARTIAL RELEASE

(For Alabama and Mississippi
Federal Land Bank Loans)

FLB Nos. 160132-71 & 188958-31

STATE OF LOUISIANA
PARISH OF ORLEANS

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 H. C. Anderson, recorded in Book 89, Page 219, of the land mortgage records of DeSoto County, Mississippi, and the indebtedness secured by that certain mortgage or deed of trust executed by H. C. Anderson, recorded in Book 54, Page 53, of the land mortgage records of DeSoto County, Mississippi, does hereby release from said mortgages (deeds of trust) the following:

The Northwest quarter of the Southwest quarter of Section 33, Township 2 South, Range 7 West.

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 22nd 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 22nd 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 1 o'clock 45 minutes P. M. 22 day of Oct. 1975, and that the same has been recorded in Book 192 Page 251 records of REAL ESTATE TRUST DEEDS of said County.

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

Fees $ 2.50 pd.

SEAL H. P. Ferguson, CLERK

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Mississippi

ASSIGNMENT OF
DEED OF TRUST

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

GOVERNMENT NATIONAL MORTGAGE ASSOCIATION, ATLANTA, GEORGIA,

that certain Deed of Trust executed by

David E. Benton & Cynthia A. Benton,

to C. B. Henley, Trustee, for the benefit of Bailey Mortgage Company, dated October 15, 1975, securing a note in the sum of $ 33,000.00 recorded in Book 192, Page 117, 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 October, 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 17th day of October, 1975.

Margaret Jacqueline Moore
NOTARY PUBLIC

My Commission Expires Feb. 22, 1978

BMC-14

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 11 o'clock 15 minutes A. M. 22 day of Oct. 1975, and that the same has been recorded in Book 192 Page 252 records of REAL ESTATE TRUST DEEDS of said County.

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

Fees $2.50 pd.

SEAL H. D. Ferguson, CLERK

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CANCELLED BY AUTHORITY RECORDED IN BOOK 304 PAGE 663
THIS 5 DAY OF Oct. 1983
V. 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

R. G. RANKIN, JR. and wife, SHERRY L. RANKIN,

of the first part, hereinafter designated as the Grantor,

William W. Ballard, Trustee, of the second part, hereinafter designated as Trustee, and

and wife, LUCY K. LENTZNER, or Survivor,
ROBERT H. LENTZNER, / of the third part, hereinafter designated as the Beneficiary.

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

SEVENTEEN THOUSAND FIVE HUNDRED AND NO/100----------DOLLARS

($ 17,500.00) evidenced by one promissory note of even date herewith in favor of the beneficiary, bearing interest at the rate of nine 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 two hundred forty (240) monthly installments of principal and interest in the amount of ONE HUNDRED FORTY-SIX AND 38/100 DOLLARS ($146.38) each, with the first of said monthly installments being due and payable on or before the 1st day of November, 1975, and one (1) of said monthly installments being due and payable on or before the same day of each consecutive month thereafter, until all of said indebtedness shall be paid in full.

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

NOW, THEREFORE, in consideration of the premises, and the further consideration of Ten Dollars ($10.00) cash in hand paid by the aforesaid trustee, the receipt of which is hereby acknowledged, the grantor does hereby convey and warrant unto the said trustee, the property situated in the County of DeSoto, in Section Thirteen (13), Township Four (4), Range Eight (8), State of Mississippi, and more particularly described as follows, to-wit:

Lot 45, Section A, Buena Vista Lakes Subdivision, as recorded in Plat Book 4, Pages 33-37, as found in the Chancery Court Clerk's Office of DeSoto County, Mississippi, to which recorded plat reference is hereby made for a more particular description.

Copyright Mississippi Bankers Association

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

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary herein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment of interest as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other convenant herein contained, then and in that event the entire principal sum secured hereby with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, or the owner or holder of said note or notes, be and become at once due and payable, and the trustee herein named, or his successor or successors, shall, at the request of the beneficiary, or at the request of any owner or holder of the note or notes secured hereby, sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid. Such sale shall be made by giving notice of the time, place and terms of sale as required by Section 2983 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.

89-1-55

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

First. In addition to the indebtedness specifically mentioned above, and any and all extensions or renewals of the same, or any part thereof, this conveyance shall also cover such future and additional advances as may be made to the grantor, or either of them, by the beneficiary, not to exceed the sum of $125,000.00, the beneficiary to be the 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 October, 19 75.

R. G. RANKIN, JR.

SHERRY L. RANKIN

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 R. G. RANKIN, JR. and wife, SHERRY L. RANKIN, 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 October, 19 75.

My Commission Expires: My Commission Expires May 6, 1978

Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 11 o'clock 20 minutes A. M. 23 day of Oct. 1975, and that the same has been recorded in Book 192 Page 253 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 23 day of Oct. 1975.

Fees $ 5.00 pd.

W. D. Ferguson

256

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

DANIEL KENNETH SCHRAUDT and wife, PEGGY ARLENE SCHRAUDT,

to C. B. Henley, Trustee, for the benefit of Bailey Mortgage Company, dated October 3rd, 1975, securing a note in the sum of $ 35,050.00 recorded in Book 191, Page 646, 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 22nd 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 22nd day of October, 19 75.

STCH 32700

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 00 minutes A. M. 23 day of Oct. 1975, and that the same has been recorded in Book 192 Page 256 records of REAL ESTATE TRUST DEEDS of said County.

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

Fees $2.50 pd.

SEAL 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

Joe Earl Johnson and wife, Bobbie M. Johnson

to G. L. Oates , Trustee for the use and benefit of Wortman & Mann, Inc. beneficiary on the 28th day of August, 1975 encumbering certain lands in the County of DeSoto , State of Mississippi, which said Deed of Trust is recorded in Book 190 at Page 159 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 $ 35,200.00 thereby secured.

IN WITNESS WHEREOF the undersigned has caused this assignment to be executed by its duly authorized officers, and its corporate seal to be affixed thereto on the 21st day of 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 21st 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 no minutes A. M. 23 day of Oct. 1975, and that the same has been recorded in Book 192 Page 257 records of REAL ESTATE TRUST DEEDS of said County.

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

Fees $2.50 pd.

SEAL H. D. Ferguson, CLERK

258

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

Hershel K. Kull and wife, Suellen Kull

to G. L. Oates, Trustee for the use and benefit of Wortman & Mann, Inc. beneficiary on the 1st day of October, 1975 encumbering certain lands in the County of DeSoto, State of Mississippi, which said Deed of Trust is recorded in Book 191 at Page 469 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 $ 30,450.00 thereby secured.

IN WITNESS WHEREOF the undersigned has caused this assignment to be executed by its duly authorized officers, and its corporate seal to be affixed thereto on the 21st 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 21st 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 a minutes A. M. 23 day of Oct. 1975, and that the same has been recorded in Book 192 Page 258 records of REAL ESTATE TRUST DEEDS of said County.

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

Fees $ 2.50 pd.

SEAL H. W. 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

MARGIE L. HOLLAND,

to C. B. Henley, Trustee, for the benefit of Bailey Mortgage Company, dated October 2, 1975, securing a note in the sum of $ 25,900.00 recorded in Book 191, Page 650, of the office of the Chancery Clerk of DeSoto, County, Mississippi, together with the indebtedness secured thereby.

IN WITNESS WHEREOF the undersigned has executed this Assignment through its duly authorized officer and has caused its corporate seal to be thereunto affixed on this, the 22nd 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 for-going 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 22nd day of October, 19 75.

STCE D2701

Margaret Jacqueline Moore
NOTARY PUBLIC

BMC-14

My Commission Expires Feb. 22, 1978

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock AM minutes A M. 23 day of Oct. 1975, and that the same has been recorded in Book 192 Page 259 records of REAL ESTATE TRUST DEEDS of said County.

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

Fees $2.50 pd.

SEAL H. L. Ferguson, CLERK

260

ASSIGNMENT OF DEED OF TRUST

STATE OF MISSISSIPPI

COUNTY OF HINDS

FOR VALUABLE CONSIDERATION, the receipt of which is acknowledged, the undersigned does hereby transfer and assign unto the Government National Mortgage Association _____, that certain Deed of Trust executed by Randall V. Harris and wife, Dianne L. Harris to Stuart Robinson, Trustee, for the benefit of Bankers Trust Savings and Loan Association, dated September 30th, 19 75, securing a note in the sum of $ 40,300.00, recorded in Book 191, Page 443, of the office of the Chancery Clerk of DeSoto County, Mississippi, together with the indebtedness secured thereby.

IN WITNESS WHEREOF the undersigned has executed this Assignment through its Senior Vice President, and has caused its corporate seal to be thereunto affixed on this, the 21st day of October, 19 75.

Bankers Trust Savings and Loan Association

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

ATTEST:

B. J. Renfrow, Assistant Vice President

STATE OF MISSISSIPPI

COUNTY OF HINDS

Before me the undersigned, a Notary Public in and for the aforesaid county and state, personally appeared the within named W. S. Weems and B. J. Renfrow, who acknowledged that they, as Senior Vice President and Assistant Vice President, respectively, of and for and on behalf and by authority of Bankers Trust Savings and Loan Association, a corporation organized and existing under the laws of the State of Mississippi, signed the above and foregoing instrument and affixed the corporate seal of said corporation herewith and delivered said instrument on the day and year therein mentioned.

Given under my hand and seal of office, this, the 21st day of October, 19 75.

Carrie D. Kelly
Notary Public

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

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock no minutes A. M. 23 day of Oct. 1975, and that the same has been recorded in Book 192 Page 260 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 23 day of Oct. 1975.
Fees $2.50 pd.

SEAL H. D. Ferguson, CLERK

261

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

JOHN D. WILLIS and wife, BARBARA A. WILLIS,

to C. B. Henley, Trustee, for the benefit of Bailey Mortgage Company, dated October 17, 1975, securing a note in the sum of $29,450.00 recorded in Book 192, Page 237, 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 October, 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 17th day of October, 1975.

Margaret Jacqueline Moore
NOTARY PUBLIC

My Commission Expires Feb. 22, 1978

BMC-14

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock no minutes A. M. 23 day of Oct. 1975, and that the same has been recorded in Book 192 Page 261 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 23 day of Oct. 1975.

Fees $2.50 pd.

SEAL H. L. Ferguson, CLERK

262

Form 278

AUTHORITY TO CANCEL

To THE CHANCERY CLERK OF DE SOTO COUNTY, MISSISSIPPI:

You are hereby authorized and requested to enter satisfaction of and cancel of record a certain Deed of Trust executed by Pleasant Hill Baptist Church of De Soto County to Church Building & Savings Association

and recorded on page 371 of Book Number 84 of the Record of Deeds in your office.

This 21 day of October, 19 75.

CHURCH BUILDING & SAVINGS ASSOCIATION

BY: W. B. Rives
Executive Secretary-Treasurer

STATE OF MISSISSIPPI,

HINDS County } ss.

Personally appeared before me,

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

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

Given under my hand and official seal, at office, this 21 day of Oct. A. D. 19 75

George O. Miles
Notary Public

My Commission Expires Aug 24, 1979

, D. C.

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock A. M. 23 day of Oct. 1975, and that the same has been recorded in Book 192 Page 262 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 23 day of October 1975.

Fees $2.50 pd.

SEAL H. L. Ferguson, CLERK

ASSIGNMENT OF DEED OF TRUST OR MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, that BOYLE MORTGAGE COMPANY, a corporation organized under the laws of the State of Tennessee, having its principal office at 5900 Poplar Avenue, Memphis, Tennessee, for good and valuable consideration to it in hand paid

by FEDERAL NATIONAL MORTGAGE ASSOCIATION
the receipt of which is hereby acknowledged, does hereby assign, transfer and set over unto the said Assignee all its rights, title and interest in and to that certain Deed of Trust/Mortgage executed by William Henry Roop, Sr. and wife, Norma B. Roop

unto Wilson P. Barton, Jr. and Jack O. Tackett, Trustee, and filed for record in

the Register's Office for DeSoto County, Mississippi, on the 2nd day of September 1975 in Book 190 Page 43 and re-recorded on the 3rd day of October 1975, and recorded ~~under Register Number~~ xxxxxxxxxx

or in Book 191, Page 455 together with the note/s and indebtedness described in, and secured by the instrument aforesaid.

TO HAVE AND TO HOLD the same unto the said

FEDERAL NATIONAL MORTGAGE ASSOCIATION
and unto its successors and assigns forever.

EXECUTED this 3rd day of October 1975.

ATTEST:

By Ann Gore
Assistant Secretary

BOYLE MORTGAGE COMPANY

By W.A. Clendenin
Vice President

STATE OF TENNESSEE
COUNTY OF SHELBY

BEFORE ME, the undersigned, a Notary Public, within and for said County and State, at Memphis, duly commissioned and qualified, personally

appeared W.A. Clendenin and Ann Gore with whom I am personally acquainted, and who upon oath stated they were respectively the

Vice President, and the Assistant Secretary, of Boyle Mortgage Company, the assignor, a corporation, and were duly authorized in their respective capacities to execute the foregoing instrument for and in the name and behalf of said corporation, and further stated and acknowledged that they had so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

WITNESS my hand and Notarial Seal at my office in said Shelby County at Memphis,

This 3rd day of October 1975.

My Commission expires 12-5-78

Elizabeth A. Gibson
Notary Public

This Instrument prepared by:
Boyle Mortgage Company
P. O. Box 17800
Memphis, Tennessee 38117

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock ___ minutes A M. 23 day of October 1975, and that the same has been recorded in Book 192 Page 263 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 23 day of Oct, 1975.

Fees $ 2.50 pd.

SEAL H. D. Ferguson, CLERK

264

RELEASE

(Mississippi)

All indebtedness secured by a certain Deed of Trust from WAGNER BUILDERS, INC. to MAX B. OSTNER, JR., Trustee, for the use and benefit of JAMES E. MCGEHEE & COMPANY, INC., dated MARCH 20, 1975, and recorded in Book 104, page 135, 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. Lot 69, Section "B", PLEASANT HILL ESTATES EAST S/D, RECORDED IN PLAT BOOK 12, PAGES 26-31, BY CHANCERY COURT 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. caused its corporate name signed hereto by and through its proper officers duly authorized so to do, this the 20th day of October, 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 TENNESSEE

COUNTY OF SHELBY

This day personally appeared before me, 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 20th day of October, 19 75.

Linda 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 10 o'clock A.M. minutes A.M. 23 day of Oct. 1975, and that the same has been recorded in Book 192 Page 264 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 23 day of Oct. 1975.
Fees $ 2.50 pd.

SEAL H. L. Ferguson, CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK
227 PAGE 331
28 DAY OF June 1979
W. D. Ferguson
CHANCERY CLERK

265

Branch Memphis-90 No. Mos 180

Sept 25 1975

Deed of Trust - Mississippi - Jim Walter Homes, Inc.

Whereas, STEVEN RAY ROBINSON AND BONNIE SUE ROBINSON

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 TWENTY EIGHT THOUSAND SEVEN HUNDRED EIGHTY TWO Dollars ($ 28,782) as evidenced by one certain promissory note of even date herewith made by the Grantor to the Beneficiary and payable in monthly installments of $ 159.90, the first of said installments being due and payable on the 5th day of DEC, 1975, and a like installment on the 5th day of each and every month thereafter until the entire principal sum, together with interest from maturity at the rate of six per cent per annum has been paid in full;

WHEREAS, the Grantor is desirous of securing the payment of said indebtedness at the maturity thereof and renewals thereof in whole, or in part, and also any further and future advances to be made to the Grantor by the Beneficiary as well as any other indebtedness which may be due or become due to the Beneficiary by the Grantor in this deed of trust;

NOW, THEREFORE, in consideration of Five Dollars to him in hand paid by JOHN H. FOX III, hereinafter called Trustee, the receipt whereof is hereby acknowledged, the Grantor does hereby grant, bargain, sell, convey and warrant unto the JOHN H. FOX III, Trustee, all the real estate in the County of DESOTO, State of Mississippi, described as follows:

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 south 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 degrees28 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.

FOR SOURCE OF TITLE SEE BOOK 191 PAGE 366.

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

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Seventh: If the property conveyed herein should be situated in two or more counties or in two judicial districts of the same county, then the Trustee shall have full power, in case he is directed to foreclose under this instrument, to select in which county or judicial district the sale of all of the above property shall be made, and his selection shall be binding upon the Grantors and the Beneficiary and all persons claiming through or under them, whether by contract or by law. The Trustee shall have full power to fix the day, time, terms, and place of sale, and shall also have full power to conduct any sale hereunder through an agent duly appointed by him for that purpose, but said appointment of agent need not be recorded.

Eighth: The Grantors waive the provisions of Section 888 of the Code of Mississippi of 1942, and laws amendatory thereof, if any, as far as said Section restricts the right of the Trustee to offer at sale more than one hundred and sixty acres at a time, and the Trustee may offer the property herein conveyed as a whole, regardless of the manner in which it may be described. The Grantors also waive the provisions of Section 892 of the Mississippi Code of 1942.

Ninth: In case of the sale of the said property hereunder, the Beneficiary shall have the same right to purchase at such sale as if a stranger to this instrument.

However, this conveyance is in trust. Should the Grantor pay said indebtedness thereon at maturity, and any renewal thereof, and also all further and future advances to them by the Beneficiary, as well as any other indebtedness due or which may become due the Beneficiary, by the Grantors, and comply with all the terms, agreements and conditions of this instrument, then this conveyance shall be void, otherwise, at the request of said Beneficiary, or any legal holder of said indebtedness, or any part thereof, the Trustee herein named, or any succeeding Trustee, shall sell said property, or a sufficiency thereof to satisfy the indebtedness of every kind, hereby secured then unpaid, after having published notice of the time, place and terms of sale in the manner required by law, but the Trustee may sell at such time and such place as may be designated in the notice of such sale, being vested with discretion as to the time and place of sale, and not being required to make sale, or sales, at the time and place prescribed by the statute for sales under execution.

The Trustee's authority to sell shall not be exhausted upon making one sale, but he may make as many sales under this deed of trust as may be deemed advisable by the Trustee herein named, or any succeeding Trustee. Out of the proceeds arising from such sale or sales, the cost and expense of executing this trust, including a ten per cent Trustee's fee, which is hereby agreed to be a reasonable Trustee's fee and a reasonable attorney's fee, shall first be paid, next the amount of said indebtedness secured thereby then remaining unpaid, including the indebtedness herein described, and any further advance or advances and any amount expended on said property by the Beneficiary or Beneficiary's assigns, under the terms of this deed of Trust, and all interest and attorney's fees, and lastly, any balance of said proceeds remaining shall be paid to the Grantor.

The Beneficiary, or any subsequent holder of said indebtedness, or any part thereof is hereby authorized to appoint another Trustee in place and stead of and as successor to the Trustee herein named, or his successor or successors; such power of appointment may be exercised as often as the Beneficiary or holder of said indebtedness may desire, and shall continue as long as any part of the indebtedness hereby secured remains unpaid and such appointee shall have the same authority, title and powers as the Trustee herein named, and his acts shall have all the validity of the acts of the original Trustee.

It is covenanted and agreed that the terms "Grantor" and "Beneficiary" and "Trustee" for convenience herein employed, and any pronouns used in connection therewith, shall be construed to include the plural as well as the singular number, and the masculine, feminine and neuter gender, whenever and wherever the context so admits or requires; and that all covenants and obligations of the respective parties hereto shall extend to and be obligatory upon their heirs, legal representatives, successors and assigns.

WITNESS the signature of the Grantor this 25 day of Sept 19 75.

Witness: Richard Scarbrough

* Steven Ray Robinson
* Bonnie Sue Robinson

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, Richard Scarbrough one of the subscribing witnesses to the foregoing instrument, who, being first duly sworn deposeth and saith that he saw the within named Steven Ray Robinson and Bonnie Sue Robinson 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 Steven Ray Robinson and Bonnie Sue Robinson husband and wife.

GIVEN under my hand and official seal, this the 25th day of Sept. 19 75.

Helen L. Patrick
NOTARY PUBLIC

MY COMMISSION EXPIRES AUG. 23, 1978

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock A. M. minutes 23 day of Oct. 1975, and that the same has been recorded in Book 192 Page 265 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 23 day of Oct 1975.

Fees $ 4.00 pd.

SEAL H. L. Ferguson, CLERK

Assignment of this Instrument Recorded in
Real Estate TD Book
No. 301 Page 481
This the 5 day of Aug. 1983
W. D. Ferguson

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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, 1975, 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.,

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

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

Lot 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.

CANCELLED BY ASSIGNMENT RECORDED IN BOOK 905 PAGE 1 THIS 9 DAY OF FEB, 1997
W. E. Davis
CHANCERY CLERK
J. S. Cleveland D.C.

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.

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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 (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.

This deed of trust is being re recorded to add the above race clause and correct the acknowledgment.

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.

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, 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 preceding, as a credit on the interest accrued and unpaid and the balance to the principal then remaining unpaid on the note secured hereby.

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

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

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

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

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

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

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

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

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

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

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

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

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

Daniel Martin Storz, Jr.

LESLIE RAINES STORZ

STATE OF TENNESSEE
COUNTY OF SHELBY } ss:

Personally appeared before me Agnes B. Jowers, 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 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.

NOTARY PUBLIC

Agnes B. Jowers
Notary Public

My commission expires: Feb. 16, 1976

Recording fee $8.00

T.G.#205342 (John J. Delius)

STATE OF MISSISSIPPI, COUNTY OF DESOTO:

Personally appeared before me William B. Norris, the undersigned Notary Public in and for said County, the within named DANIEL MARTIN STORZ, JR. and wife, LESLIE RAINES STORZ, his wife, who acknowledged that they signed and delivered the foregoing instrument on the day and yedr therein mentioned.
Given under my hand and seal this 20th day of October, 1975.

William B. Norris
Notary Public

My commission expires: Commission Expires April 8, 1978

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 9 o'clock 30 minutes A.M. 23 day of Oct. 1975, and that the same has been recorded in Book 192 Page 267 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 23 day of Oct. 1975.

Fees $5.00 pd.

SEAL H. D. Ferguson, CLERK

271

6/12 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 5th day of December 19 73, made and executed by Howard Lee Raines and

Sherry Alice Raines 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 169 on page 209

of the Record of Trust Deeds, on the 12th 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. This the 22nd 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, Notary Public

in and for County and State aforesaid, A. S. Ballard, Jr., President who acknowledged that he signed and

delivered the above and foregoing instrument on the day and date for the purpose therein mentioned, as the act and deed

of said The Hernando Bank, after first being duly authorized and empowered to so do.

Given under my hand and seal of office this 22nd day of October A. D. 19 75

Elois M. Barbee

My Commission Expires Jan. 7, 1978

LAWYERS-GREENWOOD 27544

STATE OF MISSISSIPPI, DESOTO COUNTY

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

10 minutes A M. 23 day of Oct. 1975, and that the same has been

recorded in Book 192 Page 271 records of REAL ESTATE TRUST DEEDS

of said County.

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

Fees $ 2.50 pd.

SEAL H. D. Ferguson, CLERK

272

AUTHORITY TO CANCEL

TO: CHANCERY CLERK

Desoto COUNTY

Hernando, MISSISSIPPI

You are hereby authorized and requested to enter satisfaction and cancel of record that certain Deed of Trust executed by LAZY C. RANCH INC.

to Stuart Robinson, Trustee for BANKERS TRUST SAVINGS AND LOANASSOCIATION, Beneficiary, date May 6th 19 71, and duly recorded in Book 128 at Page(s) 152 of your records.

WITNESS the signature of the corporation, this the 22nd day of October, A.D., 19 75.

(SEAL)

BANKERS TRUST SAVINGS AND LOAN ASSOCIATION

BY: William S. Weems

W. S. Weems, Senior Vice President

ATTEST:

Eldridge Boyd

Eldredge Boyd, Senior Vice President

STATE OF MISSISSIPPI
COUNTY OF HINDS

Personally came and appeared before me, the undersigned Notary Public in and for said County and State, W. S. Weems and Eldredge Boyd, known to me to be the Senior Vice President, and Senior 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 22nd day of October, A.D., 19 75.

Vicky Brown
NOTARY PUBLIC

My commission expires:

My Commission Expires June 18, 1979

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock no minutes A M. 24 day of Oct. 1975, and that the same has been recorded in Book 192 Page 272 records of REAL ESTATE TRUST DEEDS of said County.

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

Fees $ 2.50 pd.

SEAL H. L. Ferguson, CLERK

CIT FINANCIAL SERVICES
3779 Elvis Presley Blvd., Memphis, Tennessee 38116 Phone: (901) 396-4051

AUTHORITY TO CANCEL

TO THE CHANCERY CLERK OF DESOTO COUNTY, MISSISSIPPI:

YOU ARE HEREBY AUTHORIZED TO ENTER SATISFACTION OF AND CANCEL OF RECORD A CERTAIN DEED OF TRUST EXECUTED BY Charles Laverne and Patsy B. MillerTO CIT FINANCIAL SERVICES, INC. OF TENNESSEE as Lender and Ernest Williams III as Trustee and recorded on page 173 of Book number 217 of the records of your office.

This 16 day of October 1975.

BY J. S. Hunter

State of Tennessee,
Shelby County:

By J. S. Hunter

Notary Public Emma S. Russell

My commission expires 3-3-79

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock 10 minutes A M. 24 day of Oct. 1975, and that the same has been recorded in Book 192 Page 273 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 24 day of Oct. 1975.

Fees $ 2.50 pd.

SEAL H. L. Ferguson, CLERK

274

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 725, 726, 727, 728, 729, and 730, 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 22 day of October, 1975.

UNION PLANTERS NATIONAL BANK OF MEMPHIS

By: J. H. Jennings
Assistant VP

ATTEST:
Larry C. Hommel

STATE OF TENNESSEE
COUNTY OF SHELBY

PERSONALLY appeared before me the undersigned authority of law in and for the jurisdiction aforesaid, the within named Jack H. Jennings and Larry C. Hommel, who acknowledged that as Assistant VP 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 22ND day of October, 19 75.

Barbara C. Goings
Notary Public

My Commission expires: MY COMMISSION EXPIRES OCTOBER 1, 1979

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 11 o'clock 10 minutes A M. 24 day of Oct. 1975, and that the same has been recorded in Book 192 Page 274 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 24 day of Oct. 1975.
Fees $ 2.95 pd.
SEAL H. P. Ferguson, CLERK

275

DEED OF TRUST

THIS DEED OF TRUST is made this 20th day of OCTOBER, 19 75, among the Grantor, ROBERT I. ABBAY, III and wife, ELLEN B. ABBAY, (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, Miasissippi, (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 the Northwest corner of Section 32, Township 1, Range 9 in DeSoto County, Mississippi; thence North 87 degrees 00 minutes East along the North line of Section 32 a distance of 2650 feet to a point in the center of Old Highway 61; thence South 3 degrees 00 minutes East a distance of 20 feet to a point on the South line of said Highway said point being the Northwest corner of the H. P. Sullivan home site; thence North 87 degrees 00 minutes East along the South line of said Highway 61 a distance of 430 feet to a point, being the Northeast corner of said H. P. Sullivan home site; thence South 3 degrees 00 minutes East a distance of 230 feet to a point, being the Southeast corner of H. P. Sullivan home site; thence South 87 degrees 00 minutes West a distance of 430 feet to a point, being the Southwest corner of said H. P. Sullivan home site; thence North 3 degrees 00 minutes West 230 feet to the point of beginning.

The right is reserved to prepay the outstanding principal balance at any time with a penalty of five percent (5%) of the unpaid principal balance if prepaid during the first year; decreasing one percent (1%) each year thereafter to one percent (1%) of the unpaid principal balance if prepaid during the fifth year; with no penalty thereafter.

(In the event the installments on the indebtedness secured hereby are not paid within 15 days after the due date, the obligors shall be responsible for a late charge equal to $5.00 or 5% of the installment of principal and interest, whichever is greater.)

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

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

CANCELLED BY AUTHORITY RECORDED IN BOOK 249 PAGE 214
THIS 19 DAY OF Sept 19 79
H. D. Ferguson
CHANCERY CLERK

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Robert I. Abbay
ROBERT I. ABBAY, III —Borrower

Ellen B. Abbay
ELLEN B. ABBAY —Borrower

Old Hwy. 61

Walls, 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 ROBERT I. ABBAY, III and wife, ELLEN B. ABBAY, 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 OCTOBER, A.D., 19 75.

Rebecca Kelly
Notary Public

My Commission expires:
5-1-78

STATE OF MISSISSIPPI, DeSOTO COUNTY
I certify that the within instrument was
filed for record at 4 o'clock and
05 minutes P.M. 24 day of Oct. 1975

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 4 o'clock
05 minutes P. M. 24 day of Oct. 1975, and that the same has been
recorded in Book 192 Page 275 records of REAL ESTATE TRUST DEEDS
of said County.
Witness my hand and seal this the 27 day of Oct. 1975.

Fees $5.00 pd.

SEAL H. H. Ferguson, CLERK

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CANCELLED BY AUTHORITY RECORDED IN BOOK 231 PAGE 262
30 DAY OF Jan 19 85
W. B. Ferguson
CHANCERY CLERK D.C.

DEED OF TRUST

THIS DEED OF TRUST is made this 22nd day of OCTOBER, 19 75, among the Grantor, GILBERT L. MARSH and wife, BETTY H. MARSH, (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:

cpf DW.

Lot 320, Section Buena Vista Lakes Subdivision as per plat thereof recorded in Plat Book 5, Page 18 in the office of the Chancery Clerk of DeSoto County, Mississippi, to which recorded plat reference is made for a more particular description. Said lot being situated in Section 13, Township 4, Range 8.

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 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, 1985; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Deed of Trust; and the performance of the covenants and agreements of Borrower herein contained; and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances").

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

Recorded in Book 299 Page 705 this 23 day of July 19 85
W. B. Ferguson 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.

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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.

Gilbert L. Marsh
GILBERT L. MARSH —Borrower

Betty H. Marsh
BETTY H. MARSH —Borrower

Green Duck Drive
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 GILBERT L. MARSH and wife, BETTY H. MARSH, 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 OCTOBER, A.D., 19 75.

My Commission expires:
3.9.79

Barbara L. Crenshaw
Notary Public

STATE OF MISSISSIPPI, DeSOTO COUNTY
I certify that the within instrument was filed for record at 4 o'clock and 0 minutes P M. 24

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 4 o'clock
no minutes P. M. 24 day of Oct 1975, and that the same has been
recorded in Book 192 Page 279 records of REAL ESTATE TRUST DEEDS
of said County.
Witness my hand and seal this the 27 day of Oct 1975.
Fees $5.00 pd.
SEAL H. D. Ferguson, CLERK

FOR REAL ESTATE, CHATTEL OR BOTH

Gilbert L. Marsh, et ux

To { DEED OF TRUST

Joseph F. Morgan, et ux

THIS INDENTURE, Made this 24th day of October 19 75
between Gilbert L. Marsh and wife, Betty H. Marsh
of the first part,
and Joseph F. Morgan and wife, Mamie L. Morgan, 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 Three Thousand Dollars ($3,000.00) evidenced by a promissory note of even date, bearing 8% interest from maturity, due and repayable on or before December 1, 1975

~~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 now be on hand, and all the crops of every kind to be grown by ____ and family, or any hands working with or under ____ either as landlord or tenant or otherwise, during the year 19____ on the land that ____ may cultivate, or cause to be cultivated, as landlord or tenant and all ____ farming implements of every kind and~~

Lot 320, Section C, Buena Vista Lakes Subdivision as per plat thereof recorded in Plat B ook 5, Page 18 in the office of the Chancery Clerk of DeSoto County, Mississippi to which recorded plat reference is made for a more particular description. Said lot being situated in Section 13, Township 4, Range 8.

This deed of trust is second and subordinate to a certain deed of trust to North Mississippi Savings & Loan dated October 22, 1975 from the above mentioned Grantors.

Paid, Satisfied and Cancelled
This 14 day of Sept 1978
George S. McIngvale
Trustee
H. D. Ferguson
Chancery Clerk
By J. Kuhn D.C.

Should the Trustee at any time believe said property, or any part thereof, endangered as a security for said debt, he may then forthwith take possession of said property and sell the same as herein below directed. Should the part ies of the first part promptly pay the above stated indebtedness on or before the 1st day of December 19 75, then this instrument to be void, but in default thereof the said Trustee shall take possession of said property, and after giving notice of the time, place and terms of sale, by advertisement according to law in DeSoto County, shall sell the same at public auction, to the highest bidder for cash, at such time and place as he shall designate in said advertisement. The proceeds of said sale shall be applied to the payment of said indebtedness and all costs incurred herein; and if there be a surplus, such surplus shall be refunded to the part ies of the first part. In case of failure or inability on the part of said Trustee to execute the trust herein confided, the part 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

Gilbert L. Marsh
Betty H. Marsh

STATE OF MISSISSIPPI, DeSOTO COUNTY.

Personally appeared before me the undersigned authority of said County, the within named Gilbert L. Marsh and wife, Betty H. Marsh 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 October 1975

(SEAL)

Barbara J. Crenshaw Clerk
By Notary Public D. C.

My Commission Expires:
3-8-76

STATE OF MISSISSIPPI, DeSOTO COUNTY.

Before me, of said County, this day personally appeared the above named one of the subscribing witnesses to the foregoing Deed of Trust, who, being first duly sworn, ~~deposed and~~ saith that he saw the above named ~~executed~~ the same to the said Trustee; that he, this deponent, subscribed his name as a witness ~~thereto~~ in the presence of ~~the~~ witness.

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 4 o'clock
minutes P. M. 24 day of Oct 1975, and that the same has been
recorded in Book 192 Page 283 records of REAL ESTATE TRUST DEEDS
of said County.
Witness my hand and seal this the 27 day of Oct. 1975.

2.50 Fees Rec'd.

SEAL H. D. Ferguson, CLERK

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FOR REAL ESTATE, CHATTEL OR BOTH

James L. Murphy and wife,
Sharon Scott Murphy
To { DEED OF TRUST
Charles Foren and wife,
Evelna Foren

THIS INDENTURE, Made this 24th day of October 19 75
between James L. Murphy and wife, Sharon Scott Murphy,
Party of the first part,
and Charles Foren and wife, Evelna Foren, Party of the second part.

WITNESSETH, That whereas, said party of the first part, being indebted to the said party of the second part in the sum of Eleven Thousand Six Hundred and 00/100 Dollars ($11,600.00), with interest from date at the rate of 7½% per annum, payable on or before six (6) months from date.

and whereas it is agreed that the party of the second part may furnish the party of the first part [illegible] 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 Royce Lee Garner, Trustee, the party of the first part has this day granted, bargained and sold unto the said Trustee the following described property, located in the County of DeSoto, and state of Mississippi,

A tract of land in Section Four (4), Township Three (3) South, Range Seven (7) West, DeSoto County, Mississippi, 1830 feet West of the Southeast corner of said Section 4; thence West along the center line of Brights Road and the South line of said Section 4, 120 feet to a point; thence North at an interior angle of 90 degrees 1089 feet to a point; thence East at an interior angle of 90 degrees 120 feet to a point; thence South at an interior angle of 90 degrees 1089 feet to the point of beginning, containing 3.0 acres. Being a part of the land conveyed by Millie Sanders, et al, to William T. Norton, Jr., et ux, by deed dated January 14, 1961, recorded in Book 49, Page 91 of the deed records of DeSoto County, Mississippi.

This Deed of Trust is fourth and subordinate to those certain Deeds of Trust of record in the office of the Chancery Clerk of DeSoto County, Mississippi:

Book 107, Page 508
Book 181, Page 475
Book 188, Page 307

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

Witness our signature s the date written above.

James L. Murphy
Sharon Scott Murphy

STATE OF MISSISSIPPI, DeSOTO COUNTY.

Personally appeared before me, a notary public of said County, the within named James L. Murphy and wife, Sharon Scott Murphy,

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 October 19 75

(SEAL)
My Commission Expires January 18, 1978

By David O. Gustafson
Notary Public

STATE OF MISSISSIPPI, DeSOTO COUNTY.

Before me, of said County, this day personally appeared the above named [illegible] to the foregoing Deed of Trust, who, being first duly sworn,

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 4 o'clock
15 minutes P. M. 24 day of Oct. 1975, and that the same has been
recorded in Book 192 Page 284 records of REAL ESTATE TRUST DEEDS
of said County.
Witness my hand and seal this the 27 day of Oct. 1975.

Fees $ 2.50 pd.

SEAL H. D. Ferguson, CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK
239 PAGE 593
THIS 19 DAY OF March 1979
H. D. Ferguson
CHANCERY CLERK

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

DEED OF TRUST
LAND

THIS INDENTURE, this day made and entered into between Robert W. Jones and wife, Alice W. Jones

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 Fifteen Thousand Seven Hundred Sixty-Six Dollars and 80/100----------DOLLARS ($ 15,766.80) evidenced by one promissory note of even date herewith in favor of the beneficiary, bearing interest at the rate of 10 per centum per annum after maturity, providing for the payment of attorney's fees in case of default and being due and payable as follows, to-wit: due in 84 equal installments of $187.70 each, first installment due December 5, 1975 and one installment due each succeeding month thereafter until paid in full

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

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

Beginning at a point in the east line of Section 15, Township 3, Range 9 DeSoto County, Mississippi, which point is 340 feet South of the Northeast corner of the North Half of the Southeast Quarter of said Section, and which point is further described as the Southeast Corner of the Bernard A. Ward, et ux tract of land as conveyed by deed of record in Book 74, page 228; thence West 210 feet along the South line of said Ward tract to the Southwest corner of the said Ward tract; thence South 210 feet to a point; thence East 210 feet to a point in the East line of said Section; thence North along the East line of said Section 210 feet to the point of beginning, containing 1 acre, more or less.

Copyright Mississippi Bankers Association

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

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary herein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment of interest as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other convenant herein contained, then and in that event the entire principal sum secured hereby with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, or the owner or holder of said note or notes, be and become at once due and payable, and the trustee herein named, or his successor or successors, shall, at the request of the beneficiary, or at the request of any owner or holder of the note or notes secured hereby, sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid. Such sale shall be made by giving notice of the time, place and terms of sale as required by Section 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 24th day of October 1975

Robert W. Jones
Robert W. Jones

Alice W. Jones
Alice W. Jones

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

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

My Commission Expires: 5-1-78

Rebecca Lilly
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 9 o'clock 55 minutes A. M. 27 day of Oct. 1975, and that the same has been recorded in Book 192 Page 285 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal of office this 27 day of Oct. 1975.

H. P. Ferguson

5.00

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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, HERNANDO, MISSISSIPPI, the beneficiary, does hereby certify that a certain trust deed bearing date the 19th day of May 19 75, made and executed by H. R. GARNER and wife, LOTTIE HOLCOMB GARNER, 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 649 of the Record of Trust Deeds, on the 20th 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.

FIRST NATIONAL BANK
Hernando, Mississippi

By: Jack W. Ussery
Jack W. Ussery, PRESIDENT

STATE OF MISSISSIPPI, DeSoto County. } ss.

Personally came and appeared before me, the undersigned authority a Notary Public in and for County and State aforesaid, Jack W. Ussery, the President of FIRST NATIONAL BANK, Hernando, Mississippi, who acknowledged that he signed and delivered the above and foregoing instrument on the day and date for the purpose therein mentioned, as the act and deed of said bank, he being authorized so to do.

Given under my hand and seal of office this 24 day of October, A. D. 1975

(SEAL) William H. Austin Jr.
NOTARY PUBLIC

My Commission Expires: My Commission Expires May 15, 1978

LAWYERS-GREENWOOD STATE

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 2 o'clock 45 minutes P. M. 24 day of Oct. 1975, and that the same has been recorded in Book 192 Page 288 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 27 day of Oct. 1975.

Fees $1.50 pd.

SEAL H. P. Ferguson, CLERK

PARTIAL RELEASE

Know all men by these presents that for and in consideration of the part payment of the indebtedness described in and secured by that certain Deed of Trust dated 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 280, 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.

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 22 day of October, 1975.

UNION PLANTERS NATIONAL BANK OF MEMPHIS

By: Jack H. Jennings
Assistant VP

ATTEST:
Larry C. Hommel

STATE OF TENNESSEE
COUNTY OF SHELBY

PERSONALLY appeared before me the undersigned authority of law in and for the jurisdiction aforesaid, the within named Jack H. Jennings and Larry C. Hommel, who acknowledged that as Assistant VP 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 22ND day of October, 1975.

Barbara C. Young
Notary Public

My Commission expires: MY COMMISSION EXPIRES OCTOBER 1, 1979

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 11 o'clock no minutes A. M., 24 day of October 1975, and that the same has been recorded in Book 192 Page 289 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 28 day of October 1975.

Fees $2.50 pd.

SEAL H. L. Ferguson, CLERK

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FOR REAL ESTATE, CHATTEL OR BOTH

Stanley R. Harper and wife, Deborah Harper

To { DEED OF TRUST

Margaret W. Montgomery

THIS INDENTURE, Made this 24th day of October, 19 75 between Stanley R. Harper and wife, Deborah Harper, Party of the first part, and Margaret W. Montgomery, Party of the second part,

WITNESSETH, That whereas, said party of the first part, being indebted to the said party of the second part in the sum of Ten Thousand and 00/100 Dollars ($10,000) with no interest, repayable in 5 yearly installments of $2,000.00 each, commencing February 1, 1976, with each subsequent and succeeding installment being due on February 1 of each year thereafter, and the final installment, if not sooner paid, being due and payable on February 1, 1980.

and any further amount that the party of the second part may furnish the party of the first part having agreed to secure the prompt payment of the same when due: Therefore, in consideration of the premises, and of the sum of One Dollar to the part y of the first part paid by 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, viz:

Lot Eight Hundred Eighty Five (885), Section C, Southaven Subdivision, in Section 23, Township 1 South, Range 8 West, as shown on the revised plat of said Subdivision which is recorded in Plat Book 2, Pages 19, 20, 21 and 22, in the office of the Chancery Clerk of DeSoto County, Mississippi.

This Deed of Trust is second and subordinate to that certain Deed of Trust of record in Book 71, Page 249, in the office of the Chancery Clerk of DeSoto County, Mississippi.

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

Witness our signatures the date written above.

Stanley R. Harper
Stanley R. Harper
Deborah Harper
Deborah Harper

STATE OF MISSISSIPPI, DeSOTO COUNTY.

Personally appeared before me a notary public of said County, the within named Stanley R. Harper and wife, Deborah Harper,

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 October 19 75

(SEAL)

My Commission Expires May 15, 1979

By Notary Public

STATE OF MISSISSIPPI, DeSOTO COUNTY.

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

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 11 o'clock 30 minutes A. M. 27 day of Oct. 1975, and that the same has been recorded in Book 192 Page 290 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 28 day of October 1975.

Fees $2.50 pd.

SEAL H. D. Ferguson, CLERK

Paid, Satisfied and Cancelled
This 13 day of June 19 79
Margaret W. Montgomery

Attest
H. D. Ferguson
Chancery Clerk
By D. W. McClain D.C.

(SALES)

STATE OF MISSISSIPPI)
) ss.
COUNTY OF DeSoto)

ASSIGNMENT OF DEEDS OF TRUST

THIS ASSIGNMENT OF DEEDS OF TRUST, executed this 17th day of March, 19 75, by and between GOVERNMENT NATIONAL MORTGAGE ASSOCIATION, organized under an Act of Congress and existing pursuant to Title III of the National Housing Act, called ASSIGNOR, and National Mortgage Company called ASSIGNEE.

FOR VALUE RECEIVED, the within instruments are hereby transferred, assigned, and conveyed to Assignee together with the property described therein and the debt secured thereby, said instruments being recorded in the records of the office of the Chancery Clerk of DeSoto County, Mississippi, and duly identified as follows:

Original Mortgagor	Date of Mortgage (Deed of Trust)	Book No.	Page No.
Robert A. White and wf., Carolyn Y.	4/5/74	174	177
Gerald W. Childress and wf., Donna A.	5/1/74	174	597
John O. Butler and wf., Barbara J.	4/3/74	174	9
Robert F. Williams and wf, Vicki C.	5/24/74	176	15
Robert Harry Garner and wf., Charlotte Jones	5/10/74	175	587
Jimmy Nicholson and wf., Glenda	5/29/74	176	247
John Dean Green and wf., LaVaughn B.	6/4/74	176	313
Donald Wayne Christenson and wf., Charlotte V.	5/16/74	175	599
William H. Coomes and wf., Pamela J.	6/10/74	176	497
Lawrence E. Nuckolls and wf., Patricia Diane L.	6/10/74	176	413
James C. Watson and wf., Carolyn C.	6/10/74	176	417
Hershel Clayborn Yeargain and wf., Dorothy C.	6/11/74	176	501
James Kenneth Pou and wf., Jennifer C.	6/20/74	177	1
Lawrence R. Warlick, Jr. and wf., Anne Fuller	7/9/74	177	415
Elmer Lewis Sides and wf., Peggy Lue	6/24/74	177	88
Eddie F. Griffin and wf., Marian G.	7/30/74	178	269
John G. Rook and wf., Lora Jean	7/11/74	177	565
James D. Childers and wf., Verna Louise	7/26/74	178	265
David Wayne Smith and wf.,Cheryle A.	8/5/74	178	431
Eddie L. Warrington and wf., Scott Jamison	8/9/74	178	609
Henderson P. Childress, Jr. and wf., Linda M.	8/16/74	178	601
Jerry Don Usrey and wf., Beverly K.	8/2/74	178	438
George S. Monaghan and wf., Pamela L.	8/13/74	178	617
Leonard G. Mauk and wf., Sammie W.	7/1/74	177	236
James L. Renfroe and wf., Nellie I.	8/1/74	178	427
Richard W. Parks and wf., Mary K.	8/9/74	178	621
Gerald Pulley, Jr. and wf., Deborah A.	8/23/74	179	181
Terry Lynn Harris and wf., Brenda D.	8/23/74	179	185
Robert Lee Penny and wf., Adrianne	8/28/74	179	285
James T. Tidwell and wf., Edna Sumrall	8/27/74	179	273
Thomas R. Young and wf., Fredde N.	8/26/74	179	177
David B. Baker and wf., Vickie L.	8/26/74	179	138
Robert M. Brothers and wf., Rebecca C.	9/4/74	179	281
Phillip E. Bunn and wf., Joann	8/29/74	179	289
James Hunter Pannell and wf., Helen E.	8/8/74	178	613
Jackson E. Duncan, Jr. and wf., Ruth K.	8/20/74	179	134
James Mann Wade and wf., Carlyon A.	9/10/74	180	31
Alfred D. Metheny and wf., Jane D.	9/10/74	179	615
Charles Ray Campbell and wf., Virginia Dean	8/19/74	180	211
James F. Rendos and wf., Etela M.	8/12/74	178	605
Paul W. Johnson and wf,. Shirley C.	9/6/74	179	449
Ronald M. Rhea and wf., Nina S.	10/3/74	180	505
James T. Watson and wf., Linda	9/30/74	180	397
John H. Manues and wf., Maria L.	10/7/74	180	517

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Original Mortgagor	Date of Mortgage (Deed of Trust)	Book No.	Page No.
Ronald C. Warren and wf., Sandra E.	9/23/74	180	215
Robert Lee Brewer and wf., Gladys Brown	9/27/74	180	521
William E. Holman, Sr. and wf. Betty Jo	9/30/74	180	393
James Ray Billings and wf., Carolyn D.	9/23/74	180	513
John Ray Simmons and wf., Elaine	10/3/74	180	509
Lester L. Lawson and wf., Sara A.	10/18/74	181	1

This Assignment is made without representation, warranty or recourse on Assignor herein.

WITNESS the execution hereof by the Government National Mortgage Association, through its duly authorized Attorney-in-Fact, whose appointment was published at 37 F.R. 16799 or 24 C.F.R. 300.11.

GOVERNMENT NATIONAL MORTGAGE ASSOCIATION

BY: David J. Evans
David J. Evans, Attorney-in-Fact

STATE OF GEORGIA)
) ss.
COUNTY OF FULTON)

Personally appeared before me the undersigned authority in and for the jurisdiction aforesaid, David J. Evans, who acknowledged that he is Attorney-In-Fact for Government National Mortgage Association and that, for and on behalf of said Corporation and as its act and deed, he signed and delivered the above and foregoing instrument on the day and year therein mentioned, being first duly authorized so to do by said Corporation.

WITNESS my signature and official seal of office this 17th day of March, 19 75.

M. M. Howard
NOTARY PUBLIC, Georgia at Large

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

NOTARY PUBLIC

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 2 o'clock no minutes P. M. 27 day of October 1975, and that the same has been recorded in Book 192 Page 291 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 28 day of October 1975.

Fees $ 28.00 pd.

SEAL H. H. Ferguson, CLERK

DEED OF TRUST

This indenture made this 22nd day of October, 19 75, between Raymond A. Jones and wife, Volna E. Jones 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 $ _____~~, the first installment due the 2nd day of January, 19 76, and one installment due monthly thereafter until paid in full.

THEREFORE, in consideration of the premises and the sum of One Dollar, to the First Party paid by DeSoto Title Co., Inc. Trustee, the First Party have this day conveyed and warranted to the said Trustee the land in DeSoto County, Mississippi, described as follows, to-wit:

Lot 203 in Section B of Chickasaw Bluff Lakes Subdivision as shown on Plat appearing of record in Plat Book 6, pages 29-34 in the Chancery Court Clerk's office of DeSoto County, Mississippi, to which recorded plat reference is made for a more particular description. Said lot being situated in Section 8, Township 3, Range 9, _____.

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

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

Witness our signatures this the date written above.

Cecil A Raf

Raymond A Jones
Volna E Jones
Grantors

STATE OF TENNESSEE)
COUNTY OF SHELBY)

Personally appeared before me, the undersigned authority of said County and State, the within named Raymond A. Jones and wife, Volna E. Jones, 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 22nd day of October, 19 75.

Jane N. Zachary
Notary Public

My commission expires:
My Commission Expires July 26, 1976

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 2 o'clock 00 minutes P. M. 27 day of October 1975, and that the same has been recorded in Book 192 Page 293 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 28 day of October 1975.

Fees $ 2.50 pd.

SEAL H. L. Ferguson, CLERK

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CANCELLED BY AUTHORITY RECO.
311 PAGE 156
THIS 23 DAY OF Feb. 1984
W.D. Ferguson
CHANCERY CLERK

DEED OF TRUST

This Deed of Trust, this day made by the undersigned Lester C. Nix, Jr. and his wife Anna J. Nix

hereinafter referred to as the Grantors (whether one or more), to and in favor of William E. Carr, Jr.

As Trustee, hereinafter referred to as the Trustee, for the benefit of Bank of Sardis

hereinafter referred to as the Beneficiary, Witnesseth That:

Whereas, the Grantors are justly indebted to the Beneficiary in the principal sum of Ten Thousand and No/100---

Dollars ($ 10,000.00), together with interest thereon from and after the 17 day of August, 19 75, at the rate of 9 per centum per annum, said principal and interest being due and payable as follows:

Note dated Aug. 17, 1975 for $10,000.00 due Aug. 17, 1976

The aforesaid indebtedness is evidenced by a negotiable promissory note this day executed by the Grantors to and in favor of the Beneficiary, which said note contains a provision to the effect that any amount due thereunder not paid at maturity shall bear interest thereafter at the rate of____per centum per annum until paid, and a further provision to the effect that if default is made in the payment of any amount due thereunder at maturity and said note is placed in the hands of an attorney for collection, the Grantors will pay the Beneficiary an additional amount of ten per centum of the principal and interest due thereunder as an attorney's fee for collection; and

Whereas, the Grantors have agreed to secure the payment of said indebtedness at maturity, and the faithful performance of the agreements hereinafter set forth:

Now, therefore, in consideration of the premises and sum of One Dollar ($1.00) this day paid in cash by the Trustee to the Grantors, the receipt of which being hereby acknowledged, the Grantors do hereby sell, convey and warrant unto the Trustee the following described land in Desoto County, Mississippi, to-wit:

That certain house and all property located thereon, described as follows:
Eight (8) acres beginning at a point 50 feet from the East line and 2262 6/7 feet from the North line of the Northwest Quarter of Section 35, Township 1, Range 8 of Desoto County, Mississippi, thence West 940 feet to a stake, thence South 377 1/7 feet to the South Line of said Quarter, thence East along said Quarter Section line 940 feet to the West line of Hiway 51, thence North along the West line of Hiway 51, 377 1/7 feet to the point of beginning, and is to cover and include present homestead of 8 acres.

This Deed of Trust is also intended to secure any further amounts that may be advanced and not herein mentioned.

The Grantors agree to pay to the Beneficiary all amounts due under the terms of said note promptly at maturity; to pay all taxes and assessments lawfully levied and assessed against the above described property before they become delinquent; to remove no improvements from said property and to permit no waste to be committed thereon; to keep the improvements now or hereafter located on said property in a reasonably good state of repair; to keep the insurable improvements now or hereafter located on said property insured against loss or damage by fire or tornado in such amounts as the Beneficiary may reasonably require, such policy or policies of insurance to be issued by a responsible insurance company satisfactory to the Beneficiary and to contain a statutory mortgagee clause making any loss or damage payable to the Beneficiary as the Beneficiary's interest may appear; to pay the premiums for such insurance; and to deliver such policy or policies of insurance to the Beneficiary.

In the event the Grantors should fail to pay said taxes and assessments before they become delinquent, the Beneficiary may pay the same and all lawful penalties, interest and damages thereon; and in the event the Grantors should fail to comply with the foregoing provisions with reference to insurance, the Beneficiary may procure such insurance. All amounts expended by the Beneficiary on account of such taxes, assessments and insurance premiums shall be immediately due and payable by the Grantors to the Beneficiary with interest thereon at the rate of ____ per centum per annum from the date of the expenditure by the Beneficiary until the Beneficiary is reimbursed, and the repayment of such amounts with said interest thereon shall be fully secured by this deed of trust.

In the event of default hereunder by the Grantors or if, at any time, the Beneficiary shall reasonably deem said property endangered as security for said indebtedness, the Trustee may, at the request of the Beneficiary, take immediate possession of said property and hold the same for the benefit of all parties in interest until such time as said property is sold as hereinafter provided.

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Upon default being made in the performance of any of the agreements herein contained, the entire indebtedness shall, at the option of the Beneficiary, become immediately due and payable. If the secured indebtedness is payable in installments, then, upon default being made in payment of any installment of principal or interest at maturity, the entire indebtedness shall, at the option of the Beneficiary, become immediately due and payable.

The Beneficiary is hereby given the right at any time to appoint a trustee to act in the place of the trustee herein named or in place of any succeeding trustee. Any such appointment may be made by means of an instrument of writing signed by the Beneficiary; and the effect of any such appointment shall be to vest immediately in such succeeding trustee all the title, rights and powers herein conferred upon or vested in the trustee herein named.

All the rights herein conferred upon the Beneficiary shall inure to and may be exercised by the holder of said note in the event of a change of ownership of said note by assignment, bequest, inheritance or otherwise. If the Beneficiary or any subsequent holder of said note is a corporation, said rights may be exercised by such corporation acting by and through any executive officer or agent thereof.

This conveyance, however, is made in trust, and is subject to the following limitations and conditions, to-wit: If the Grantors shall faithfully and punctually keep and perform all the agreements herein contained, then this conveyance shall be void and of no further force or effect; but, if default shall be made by the Grantors in the observance and performance of any of said agreements, the Trustee shall, at the request of the Beneficiary, sell said property at public auction to the highest bidder for cash at such time and place as he may select, after having given notice of the time, place and terms of sale in the manner and for the time now required by law for the sale of lands under deeds of trust. The Trustee may sell said property either as a whole or in parcels, all statutory provisions in this regard being hereby expressly waived by the Grantors. The proceeds arising from such sale shall be applied by the Trustee as follows: first, to the payment of the cost and expense of such sale, including a reasonable attorney's fee; next, to the payment of the indebtedness then owing to the Beneficiary under the terms of said note and of this deed of trust; and, lastly, the balance, if any, shall be paid to the Grantors or their assigns.

Witness the signatures of the Grantors on this the 17 day of August,

1975.

Lester C. Nix Jr.

Anna Jo Nix

STATE OF Tenn.

COUNTY OF Shelby

Before me, the undersigned authority in and for the aforesaid county and state, this day there personally appeared the within named Lester C. Nix, Jr. and Anna Jo Nix

who acknowledged that they signed and delivered the foregoing deed of trust on the date thereof as their free and voluntary act and deed.

Given under my hand and official seal on this the 22nd day of Oct.,

1975.

D S Davis

(SEAL) Title: Notary Public

My commission expires MY COMMISSION EXPIRES JUNE 22, 1976

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 1 o'clock 45 minutes P. M. 27 day of October 1975, and that the same has been recorded in Book 192 Page 294 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 28 day of October 1975.

Fees $ 5.00 pd.

SEAL H. D. Ferguson, CLERK

DEED OF TRUST
LAND

THIS INDENTURE, this day made and entered into between Marshall T. and Candice Rice

of the first part, hereinafter designated as the Grantor, Joe Crouch, Manager

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 Five thousand five hundred eight dollars and no/100----------DOLLARS ($5508.00) evidenced by one promissory note of even date herewith in favor of the beneficiary, including bearing interest at the rate of 7½% per centum per annum after 10-23-75, providing for the payment of attorney's fees in case of default and being due and payable as follows, to-wit:

36 payment at $153.00 per month

These terms include interest charged at the rate of 7½% discount, service fee charged at rate of 4% 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 Desoto County, State of Mississippi, and more particularly described as follows, to-wit:

Lot 1158, Section F., Greenbrook Subdivision, Section 19, Township 1, Range 7 West as show on book of records at plat book 9, pages 46-49 in office of Chancery Clerk's Office of Desoto County, Miss.

TENN-41

CANCELLED BY AUTHORITY RECORDED IN BOOK 223 PAGE 230
THIS 29 DAY OF Mar 1978
H. L. Ferguson
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 of exercise this option shall not constitute a waiver of the right to exercise the right in the event of any subsequent default.

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

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

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

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

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

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

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

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

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

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

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

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

IN TESTIMONY WHEREOF, witness the signature of the grantor this the 20th day of October 19 75

Marshall T. Rice, Jr.

Candice Rice

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 Marshall T. Rice and wife Candice Rice

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

Given under my hand and official seal, this the 20th day of October 19 75

My Commission Expires: MY COMMISSION EXPIRES JUNE 3, 1979

Joseph L. Brewer, Jr.
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 1 o'clock 45 minutes P. M. 27 day of October 1975, and that the same has been recorded in Book 192 Page 297 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 28 day of October 1975.

5.00 pd.

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CANCELLED BY AUTHORITY RECORDED IN BOOK 225 PAGE 523
THIS 22 DAY OF May 19 78
H. D. Ferguson
CHANCERY CLERK

FOR REAL ESTATE, CHATTEL OR BOTH

Edna U. Carlson, et vir,
Grantors
To { DEED OF TRUST
W.E. Wilroy, Trustee for
The Hernando Bank,
Hernando, Mississippi,
Beneficiary

THIS INDENTURE, Made this 27th day of October 19 75
between Edna U. Carlson and husband, Arthur L. Carlson,
parties of the first part,
and The Hernando Bank, Hernando, Mississippi, party of the second part,
WITNESSETH, That whereas, said part ies of the first part, being indebted to the said part y of the second part in the sum of One thousand three hundred two & 30/100 dollars ($1,302.30) evidenced by their one promissory note of like amount and even date herewith, bearing interest at the rate of 10% per annum from maturity, repayable in 30 monthly installments of $43.41 each, with the first monthly installment being due and payable on or before November 30, 1975, and one installment is due and payable on or before the 30th day of each consecutive succeeding month thereafter until all installments are paid. Installments include principal and interest.

and any further amount that the party of the second part may furnish the party of the first part during the ~~years~~ life of this trust deed not to exceed ---$5,000.00---------- and the part ies of the first part having agreed to secure the prompt payment of the same when due: Therefore, in consideration of the premises, and of the sum of One Dollar to the part ies of the first part paid by W.E. Wilroy Trustee, the part ies of the first part ha ve this day granted, bargained, and sold to the said Trustee the following described property, located in the County of DeSoto, and state of Mississippi, viz: ~~All of the agricultural products of every kind that now be are on hand, and all the crops of every kind to be grown by and family, or any hands working with or under either on landlord or tenant or otherwise, during the year 19 on the land that may cultivate or cause to be cultivated, or landlord or tenant and all farming implements of every kind and~~

Lot 136 of Woodland Lake Subdivision as shown on plat appearing of record in Plat Book 1, Pages 15A, 15B, and 15C in the land records of DeSoto County, Mississippi, in the office of the Chancery Clerk of said County, to which recorded plat reference is made for a more particular description of said lot. Said property is located in Section 18, Township 3, Range 9 West, DeSoto County, Mississippi.

Also: A proportionate part of the lake known as "Woodland Lake" and a proportionate part of the dam site.

If default be made in the payment of any installment under the note, the entire principal sum and accrued interest shall at once become due and payable without notice at the option of the holder of the note. Failure to exercise this option shall not constitute a waiver of the right to exercise the same in the event of any subsequent default.

It is further agreed by parties of the first part that failure to pay any installment when due matures the entire indebtedness and the trustee or substitute trustee is authorized to foreclose this trust deed.

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

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

Witness our signature s the date written above.

Witness

Edna U. Carlson

Arthur L. Carlson

STATE OF MISSISSIPPI, DeSOTO COUNTY.

Personally appeared before me the undersigned authority of said County, the within named Edna U. Carlson and husband, Arthur L. Carlson

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

Given under my hand and official seal, this 27th day of October 19 75

MY COMMISSION EXPIRES: (SEAL)
My Commission Expires Jan. 7, 1978

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 3 o'clock 30 minutes P. M. 27 day of October 1975, and that the same has been recorded in Book 192 Page 300 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 28 day of October 1975.

Fees $2.50 pd.

SEAL H. D. Ferguson, CLERK

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CANCELED BY AUTHORITY RECORDED IN BOOK 210 PAGE 543
THIS 20 DAY OF August 1977
CHANCERY CLERK

DEED OF TRUST

THIS DEED OF TRUST is made this 9th day of OCTOBER, 19 75, among the Grantor, GRANVILLE T. SCOTT and wife, LINDA B. SCOTT,

Joe M. Hudspeth, (herein "Borrower"),
(herein "Trustee"),
and the Beneficiary, NORTH MISSISSIPPI SAVINGS & LOAN ASSOCIATION, a corporation organized and existing under the laws of The State of Mississippi, whose address is Hernando, Mississippi, (herein "Lender").

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

Lot 11, Green Acres Estates Subdivision in Section 31, Township 3, Range 7 West as shown on the recorded plat of said Subdivision in Plat Book 6, pages 42, 43 and 44 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 Eighteen 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, 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.

Granville T Scott
GRANVILLE T. SCOTT —Borrower

Linda B Scott
LINDA B. SCOTT —Borrower

Green Acres Subdivision
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 GRANVILLE T. SCOTT and wife, LINDA B. SCOTT, who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and seal of office, on this the 27th day of OCTOBER, A.D., 19 75.

My Commission expires:
3-8-76

Barbara D. Crenshaw
Notary Public

[illegible] CO., INC.
P. O. Box 167
[illegible] DESOTO COUNTY

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 4 o'clock
40 minutes P. M. 27 day of October 1975, and that the same has been
recorded in Book 192 Page 301 records of REAL ESTATE TRUST DEEDS
of said County.
Witness my hand and seal this the 28 day of October 1975.
Fees $ 5.00 pd.

SEAL H. D. Ferguson, CLERK
Clerk

5.00 pd. DeSoto Title

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

DEED OF TRUST
LAND

THIS INDENTURE, this day made and entered into between James C. Ruth and wife, Becky D. Ruth

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 Seventeen Thousand Three Hundred forty three and 48/100--- DOLLARS ($ 17,343.48) evidenced by one promissory note of even date herewith in favor of the beneficiary, bearing interest at the rate of ~~xxxxxxxxx~~ per centum per ~~xxxxxxxxx~~ annum after as provided in said note, providing for the payment of attorney's fees in case of default and being due and payable as follows, to-wit: in 84 monthly installments of principal and interest in the amount of $206.47 each, with the first of said monthly installments due and payable on or before the first (1st) day of December, 1975, and one of said monthly installments due nand 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 Section 3, Township3 Range 8, County of DeSoto State of Mississippi, and more particularly described as follows, to-wit:

Lot 3, Pine Tree Loop Subdivision, as recorded in Plat Book 6 Page 41 in the Office of the Chancery Court Clerk of DeSoto County, Mississippi, to which recorded plat reference is hereby made for a more particular description

Copyright Mississippi Bankers Association

Paid, Satisfied and Cancelled
this 3rd day of July 19 79
The Hernando Bank
by R.P. Cooley Chairman
Attest
H. D. Ferguson
Chancery Clerk By B.W. McClain 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 27 day of Oct 1975

James C. Ruth
James C. Ruth

Becky D. Ruth
Becky D. Ruth

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 C. Ruth and wife, Becky D. Ruth 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 27 day of October 1975

My Commission Expires Jan. 7, 1978

My Commission Expires: .....

Elaine A. Barber
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 4 o'clock no minutes P. M. 27 day of October 1975, and that the same has been recorded in Book 192 Page 305 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 28 day of October 1975.

Fees $5.00 pd.

SEAL H. W. Ferguson, CLERK

308

CANCELLED BY AUTHORITY RECORDED IN BOOK 210 PAGE 147 THIS 1 DAY OF Dec 19 77
[illegible] CHANCERY CLERK

FOR REAL ESTATE, CHATTEL OR BOTH

James Martin Kotowicz, et ux

To { DEED OF TRUST

Security Bank of Southaven

THIS INDENTURE, Made this 27th day of October, 1975
between James Martin Kotowicz and wife, Sylvia Ray Kotowicz
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 party of the second part in the sum of Five Thousand Five Hundred Sixty Dollars & 80/100 ($5,560.80) evidenced by a promissory note of even date, bearing 10% interest from maturity, due and repayable in 60 equal monthly installments of $92.68 each, first of said installments shall be due November 20, 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 ____ now ha ____ on hand, and all the crops of every kind to be grown by ____ and family, or any hands working with or under ____ either as landlord or tenant or otherwise, during the year 19____ on the land that ____ now cultivate, or cause to be cultivated, as landlord or tenant and all ____ farming implements of every kind and~~

Lot 1453, Section D Southaven West Subdivision Section 22, Township 1 South, Range 8 West, as shown on the revised plat of said subdivision which is recorded in Plat Book 3, Pages 25 and 26 in the offices 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 ot pay all or any part of the said indebtedness before maturity without penalty.

This deed of trust is second and subordinate to a deed of trust from the above Grantors to Allied Investment dated 10-9-64 and recorded in Trust Deed Book 78, page 435 and assigned to The Bowery Savings Bank dated 10-27-64 and recorded in Trust Deed Book 78, page 590 in the office of the Chancery Clerk of DeSoto County, Mississippi.

Should the Trustee at any time believe said property, or any part thereof, endangered as a security for said debt____ he may then forthwith take possession of said property and sell the same as herein below directed. Should the part ies of the first part promptly pay the above stated indebtedness on or before the maturity date thereof 19____ then this instrument to be void; but in default thereof the said Trustee shall take possession of said property, and after giving notice of the time, place and terms of sale, by advertisement according to law in DeSoto County, shall sell the same at public auction, to the highest bidder for cash, at such time and place as he shall designate in said advertisement. The proceeds of said sale shall be applied to the payment of said indebtedness and all costs incurred herein, and if there be a surplus, such surplus shall be refunded to the part ies of the first part. In case of failure or inability on the part of said Trustee to execute the trust herein confided, the part 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

James Martin Kotowicz
Sylvia Ray Kotowicz

STATE OF MISSISSIPPI, DeSOTO COUNTY.

Personally appeared before me the undersigned authority of said County, the within named James Martin Kotowicz and wife, Sylvia Ray Kotowicz

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

Given under my hand and official seal, this 27th day of October, 19 75

(SEAL)

My Commission Expires: 5-1-78

Rebecca Lutz, Clerk
By Notary Public, D. C.

STATE OF MISSISSIPPI, DeSOTO COUNTY.

Before me of said County, this day personally appeared the above named

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 8 o'clock 45 minutes A. M. 28 day of October 1975, and that the same has been recorded in Book 192 Page 308 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 28 day of October 1975.

Fees $2.50 pd.

SEAL H. L. Ferguson, CLERK

(2) USDA–FHA
Form FHA 427–1 MS
(Rev. 9–7–71)

Position 8

REAL ESTATE DEED OF TRUST FOR MISSISSIPPI
(INSURED LOANS TO INDIVIDUALS)

THIS INDENTURE, made and entered into this day, October 24 (Date), 1975,

by and between the undersigned ALEX DANIEL and wife, MARGARET G. DANIEL,

residing in DeSoto County, Mississippi, whose post office address is Route 1, Box 262 - 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 24, 1975	$19,980.00	8-1/8 %	October 24, 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 No. 12, 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) 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 30 minutes P M 28 day of Oct. 1975 and that the same is recorded in Book No. ____ Page ____ records of ____ Trust Deeds of said County.

Witness my hand and seal this ____ day of ____ 19____

____ Clerk

IN WITNESS WHEREOF, the signature(s) of Borrower the day and year first above written

Alex Daniel

Margaret G. Daniel

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 ALEX DANIEL and MARGARET G. DANIEL, 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 24th day of October, 1975.

WILLIAM H. AUSTIN, JR. NOTARY PUBLIC STATE AT LARGE MISSISSIPPI (SEAL)

William H. Austin Jr. (Signature)

NOTARY PUBLIC (Title)

My Commission Expires: My Commission Expires May 25, 1978

Od. 5.00 pd W+C

GPO 824-702

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 1 o'clock 30 minutes P. M. 28 day of Oct. 1975, and that the same has been recorded in Book 192 Page 309 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 28 day of October 1975.
Fees $5.00 pd.

SEAL H. L. Ferguson, CLERK

PARTIAL RELEASE

FOR VALUE RECEIVED the undersigned, BANKERS TRUST SAVINGS AND LOAN ASSOCIATION, a Mississippi corporation, does hereby release from the lien of that certain deed of trust executed by REEVES-WILLIAMS, INC., 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:

Lot 1166, 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 17th day of October, A. D. 1975.

BANKERS TRUST SAVINGS AND LOAN ASSOCIATION

BY: Jerry Jackson

Jerry Jackson, Vice President

STATE OF MISSISSIPPI

COUNTY OF Hinds

Personally came and appeared before me, the undersigned Notary Public in and for said County and State, Jerry Jackson, personally known to me to be a Vice President of Bankers Trust Savings and Loan Association, a Mississippi corporation, who acknowledged that for and on behalf of said corporation and as its act and deed, he signed and delivered the above and foregoing Partial Release on the day and year therein mentioned, and for the intent and purposes therein expressed, he being first duly authorized so to do by said corporation.

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

Carrie S. Bolls

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 10 o'clock no minutes A. M. 28 day of Oct. 1975, and that the same has been recorded in Book 192 Page 313 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 28 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

RICHARD E. DRADDY and wife, SHIRLEY M. DRADDY,

to C. B. Henley, Trustee, for the benefit of Bailey Mortgage Company, dated October 10th, 1975, securing a note in the sum of $33,700.00 recorded in Book 192, Page 229, 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 27th 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 27th day of October, 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 10 o'clock A. M. 28 day of Oct. 1975, and that the same has been recorded in Book 192 Page 314 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 28 day of October 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

LELIA J. VENSEL(Single),

to C. B. Henley, Trustee, for the benefit of Bailey Mortgage Company, dated October 10th, 1975, securing a note in the sum of $ 31,250.00 recorded in Book 192, Page 233, of the office of the ChanceryClerk 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 27th 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 27th day of October, 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 10 o'clock the minutes A M. 28 day of Oct. 1975, and that the same has been recorded in Book 192 Page 315 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 28 day of October 1975.

Fees $ 2.50 pd.

SEAL H. P. Ferguson, CLERK

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CANCELLED BY AUTHORITY RECORDED IN BOOK 216 PAGE 8
THIS 20 DAY OF Sept 1971

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

DEED OF TRUST
LAND

THIS INDENTURE, this day made and entered into between Richard S. Dye and Wife, Ellen Dye

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 Twenty Three Hundred, Seventy Two and 88/100 - - - DOLLARS ($ 2372.88) evidenced by one promissory note of even date herewith in favor of the beneficiary, bearing interest at the rate of 10 per centum per annum after maturity , providing for the payment of attorney's fees in case of default and being due and payable as follows, to-wit: 24 monthly installments of $98.87 each, beginning November 30, 1975.

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

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

State of Mississippi, and more particularly described as follows, to-wit: One (1) acre, more or less, in the Northwest Quarter of Section 18, Township 2 South, Range 8 West, DeSoto County, Miss. more particularly described as : BEGINNING 602 ft East of the Northwest corner of said Section 18; thence South 210 feet to a point; thence East 210 feet to a point; thence North 210 feet to a point in the North section line of said Section 18; thence West 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.

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ments 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 24 day of Oct., 19 75

Richard S. Dye

Ellen Dye

STATE OF MISSISSIPPI,
COUNTY OF

This day personally appeared before me, the undersigned authority, in and for the State and County aforesaid, the within named Richard S. Dye and Ellen Dye who severally acknowledged that they signed and delivered the above and foregoing deed of trust on the day and year therein mentioned.

Given under my hand and official seal, this the 24th day of Oct. 1975

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

Elsie N. Barber
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. 28 day of Oct. 1975, and that the same has been
recorded in Book 192 Page 316 records of REAL ESTATE TRUST DEEDS
of said County.
Witness my hand and seal this the 28 day of Oct. 1975.

Fees $5.00 pd.

SEAL H. H. Ferguson, CLERK

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST Class C

STATE OF MISSISSIPPI, DeSoto County. } ss.

KNOW ALL MEN BY THESE PRESENTS: That DOROTHY G. LIEBERMAN

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

bearing date the 12th day of June 19 69, made and executed by NELLO J. RAGGHIANTI, JR., and wife, DOROTHY J. RAGGHIANTI, of Nesbit, Mississippi, to Marshall D. Gorden, Trustee for C. Ray Couch, the ~~beneficiary~~, and recorded in the office of the Chancery Clerk of DeSoto County

County, in the State of Mississippi in Real Estate Trust Deed Record No. 111 on page 223

of the Record of Trust Deeds, on the 30th day of July, 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. Said Assignment being of record in Real Estate Trust Deed Book 111, Page 266 of the land records of DeSoto County, Mississippi.

This the 25 day of Sept, 1975.

Dorothy G. Lieberman

DOROTHY G. LIEBERMAN

~~STATE OF MISSISSIPPI~~ } ss. STATE OF TENNESSEE
~~DESOTO COUNTY~~ } COUNTY OF SHELBY

Personally came and appeared before me, the undersigned authority Notary Public

in and for County and State aforesaid, DOROTHY G. LIEBERMAN 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 25 day of Sept, A. D. 1975.

My Commission Expires:
9-19-78

NOTARY PUBLIC

LAWYERS-GAZEWOOD 67844

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 30 minutes A. M. 28 day of Oct. 1975, and that the same has been recorded in Book 192 Page 319 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 28 day of October 1975.

Fees $2.50 pd.

SEAL H. L. Ferguson, CLERK

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PARTIAL RELEASE

For and in consideration of the sum of TEN DOLLARS ($10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, ---------- A. W. BOUCHILLON ---------- does hereby release from the lien of the Deed of Trust given by REEVES-WILLIAMS, INC., A Mississippi Corporation, ---------- for the benefit of the said A. W. Bouchillon ----------, which Deed of Trust is dated January 9 , 1975, and recorded in Deed of Trust Book 182 , Page 476 of the Trust Deed Records of DeSoto County, Mississippi, in the Office of the Chancery Court Clerk of DeSoto County, Mississippi, the following land lying and being situated in DeSoto County, Mississippi, described as follows, to-wit:

Lot No. 12 , Oak Grove Subdivision, Revised Plat, in Section 13, Township 3 South, Range 8 West (DeSoto County, Mississippi), as recorded in Plat Book 13, Page 38 in the Office of the Chancery Clerk of DeSoto County, Mississippi; to which plat reference is made for a more particular description of said lot.

SUBJECT TO: City of Hernando ordinances on subdivision and zoning; Rights-of-Way and Easements for public roads and public utilities, and Restrictive Covenants for said subdivision as recorded in Plat Book 13, Page 38 in said Clerk's Office.

In all other respects said Deed of Trust recorded in Deed of Trust Book 182, Page 476 shall remain in full force and effect.

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

WITNESS the signature of the Grantor this, the 24th day of October, 1975

A. W. Bouchillon

STATE OF MISSISSIPPI
COUNTY OF DeSOTO

THIS DAY personally appeared before me, the undersigned authority in and for said County and State, A. W. BOUCHILLON, who acknowledged that he signed and delivered the foregoing Partial Release on the date mentioned therein and for the purposes expressed.

GIVEN under my hand and Official Seal this, the 24th day of October, 1975.

(SEAL)

NOTARY PUBLIC

My Commission Expires: My Commission Expires May 15, 1978

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 1 o'clock 30 minutes P. M. 28 day of Oct. 1975, and that the same has been recorded in Book 192 Page 320 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 28 day of October 1975.

Fees $ 2.50 pd.

SEAL H. D. Ferguson, CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK
214 PAGE 552
THIS 9 DAY OF Aug 19 77
H. D. Ferguson
CHANCERY CLERK

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DEED OF TRUST

THIS DEED OF TRUST is made this 23rd day of October, 19 75., among the Grantor, Terry D. Farr and wife, Deborah L. Farr (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 455, Section "C" Eastover Subdivision in Section 29, Township 1 South, Range 6 West, as per plat thereof recorded in plat book 12, pages 39-40 in the office of the Chancery Clerk of DeSoto County, Mississippi.

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

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

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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.

Terry D. Farr —Borrower

Deborah L. Farr —Borrower

7105 Maplewood Cove

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 Terry D. Farr and wife, Deborah L. Farr 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 23rd day of October, A.D., 1975.

My Commission expires:
September 2, 1979

Mary K. Waller
Notary Public

STATE OF MISSISSIPPI, DeSOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock and ~~000~~ minutes A. M 28 day of Oct

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock
ten minutes A M. 28 day of October 1975, and that the same has been recorded in Book 192 Page 321 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 28 day of October 1975.

Fees $5.00 pd.

SEAL H. P. Ferguson, CLERK

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CANCELLED BY AUTHORITY RECORDED IN BOOK
207 Page 815
THIS 25 day of Jan 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

James E. Morehead and wife, Mary E. Morehead

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

Nine Thousand Eight Hundred and 00/100---------- DOLLARS

($ 9,800.00) 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 One Hundred Twenty Days from date.

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.

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 7, Hickory Hollow Subdivision in Section 16, Township 2 South, Range 8 West, as per plat thereof recorded in plat book 13, page 6-8 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 22nd day of October 1975

James E. Morehead
James E. Morehead

Mary E. Morehead
Mary E. Morehead

STATE OF MISSISSIPPI,
COUNTY OF DESOTO

This day personally appeared before me, the undersigned authority, in and for the State and County aforesaid, the within named James E. Morehead and wife, Mary E. Morehead 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 October 1975

My Commission Expires: September 2, 1979

Mary K. Waller
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock
ten minutes A. M. 28 day of Oct. 1975, and that the same has been
recorded in Book 192 Page 325 records of REAL ESTATE TRUST DEEDS
of said County.
Witness my hand and seal this the 28 day of October 1975.

Fees $ 5.00 pd.

SEAL H. P. Ferguson, CLERK

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Assignment of this instrument Recorded in Real Estate T/D Book No. 194 Page 261 This the 12 day of Dec. 1975 H. D. Ferguson Clerk

Assignment of this instrument Recorded in Real Estate T/D Book No. 201 Page 20 This the 10 day of June 1976 H. D. Ferguson Clerk

VA Form 26-6322 (Home Loan) Revised December 1968. Use Optional. Section 1810, Title 38, U.S.C. Acceptable to Federal National Mortgage Association.

MISSISSIPPI

DEED OF TRUST

THIS DEED OF TRUST, made and entered into this 10th day of October, 1975, by and between

CHARLES CURTIS RITCHIE and wife, MARGARET A. RITCHIE

, hereinafter called the Grantor;

C. B. HENLEY , hereinafter called the Trustee, and

BAILEY MORTGAGE COMPANY , a corporation organized and existing under the laws of the state of Mississippi , having its principal office and post-office address at 161 E. Amite St., Jackson, 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 282 Section C in TWIN LAKES SUBDIVISION in Section 6 Township 2 South, Range 8 West as per plat thereof recorded in Plat Book 8, Pages 41, 42, and 43 in the office of the Chancery Clerk of DeSoto County, Mississippi.

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 Service Men's Re-adjustment 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.

The mortgagor covenants and agrees that should this mortgage or the note secured hereby not be eligible for guaranty or insurance under the Servicemen's Readjustment Act within 90 days from the date hereof (written statement of any officer or authorized agent of the Veterans Administration declining to guarantee or insure said note and/or this mortgage being deemed conclusive proof of such ineligibility), the present holder of the note secured hereby or any subsequent holder thereof may, at its option, declare all notes secured hereby immediately due and payable.

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

THIS INSTRUMENT RECORDED IN BOOK 319 PAGE 284 THIS THE 28th DAY OF Feb. 1995 W. E. Kelly by: D. Stanley D.C. CHANCERY CLERK

Bailey Mtg. Co. Assignment of this instrument Recorded in Real Estate T/D Book No. 749

Assignment of this instrument Recorded in Real Estate T/D Book No. 252 Page 55 This the 8 day of Nov. 19 79 H. D. Ferguson Clerk

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 herein.

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

IN TRUST, HOWEVER, to secure to the Beneficiary named above, the payment of a certain promissory note of even date herewith in the principal sum of TWENTY SEVEN THOUSAND FIVE HUNDRED & NO/100 Dollars ($27,500.00), with interest from date at the rate of seven & 3/4 per centum (7.75%) per annum on the balance remaining from time to time unpaid; principal and interest being payable at the office of Bailey Mortgage Company, 161 East Amite Street in Jackson, Mississippi , or at such other place as the holder may designate, in writing delivered or mailed to the Grantor, in monthly installments of One Hundred Ninety Seven & 18/100 Dollars ($ 197.18), 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 (10.0%) of the total indebtedness as of the date of sale.

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

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

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

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

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

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

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

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

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

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

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

Charles Curtis Ritchie
Charles Curtis Ritchie

Margaret A. Ritchie
Margaret A. Ritchie

STATE OF MISSISSIPPI,
COUNTY OF SHELBY } ss:

Personally appeared before me Lee V. Hamberlin the undersigned Notary Public in and for said County, the within named Charles Curtis Ritchie and Margaret A. Ritchie, 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 10th day of October, 1975.

Lee V. Hamberlin
Lee V. Hamberlin, Notary Public

STC 32788
sb

Prepared by:
Lee V. Hamberlin, Attorney
60 No. Second Street
Memphis, Tennessee 38103

RETURN TO SECURITY TITLE CO.

RETURN TO SECURITY TITLE CO.

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock 30 minutes A. M. 17 day of Oct. 1975, and that the same has been recorded in Book 192 Page 328 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 28 day of Oct. 1975.
Fees $ 6.00 pd.
SEAL H. D. Ferguson, CLERK

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Assignment of this Instrument Recorded in Real Estate T 18 Book No. 252 Page 33
This the 8 day of Nov. 1979
B. B. Ferguson Clerk

CANCELLED BY AUTHORITY RECORDED IN BOOK 451 PAGE 4
THIS 11th DAY OF Oct. 19 88
W. E. Davis
Chancery Clerk by D. Taylor, D.C.

STATE OF MISSISSIPPI
FHA FORM NO. 2175 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 24th day of October, 1975, by and between Charles F. Yarber and wife, Cleta Ann Yarber,

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

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

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

Lot 2404, Section "L", Southaven West Subdivision, in Section 27, Township 1 South, Range 8 West, as per plat thereof recorded in Plat Book 4, Page 51, in the Office of the Chancery Clerk of DeSoto County, Mississippi.

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

Together with range, oven, dishwasher, disposal and vent-a-hood and all carpeting located on improvements situated on the above described property, and it is the intention of the parties that these items are deemed part of the realty.

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

IN TRUST, HOWEVER, to secure to

Bailey Mortgage Company, a corporation organized and existing under the laws of the State of Mississippi, the payment of a certain promissory note of even date herewith in the principal sum of Twenty-Nine Thousand Six Hundred and No/100********** Dollars ($ 29,600.00), 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 Bailey Mortgage Company, Post Office Box 1389 in Jackson, Mississippi, or at such other place as the holder may designate, in writing, in monthly installments of Two Hundred Thirty-Eight and 28/100********** Dollars ($ 238.28), 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.

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 (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

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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.

Charles F. Yarber

Charles F. Yarber

Cleta Ann Yarber

Cleta Ann Yarber
1049 Holbrook Cove

Southaven, Mississippi 38671

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 Charles F. Yarber and Cleta Ann Yarber, 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 October, 19 75

(SEAL)

My Commission Expires: 4-9-79.

Edna E. Camp
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 19 , and was recorded in Vol. , Record of Deeds, pages , on the day of 19

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 2 o'clock and minutes P. M. 28 day of Oct. 1975, and that the same has been recorded in Book 192 Page 332 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 28 day of Oct. 1975.

Fees $ 5.00 pd.

SEAL H. L. Ferguson, CLERK

RELEASE OF DEED OF TRUST

TO THE CLERK OF THE CHANCERY COURT OF
THE COUNTY OF DESOTO, STATE OF MISSISSIPPI:

You are hereby authorized and directed to mark cancelled and satisfied of record the following described Deed of Trust executed by CARL J. WOOD, JR. and wife, CHRISTINE P. WOOD, for the benefit of JAMES L. SMITH and wife, DOROTHY K. SMITH, which is recorded in the records of Deeds of Trust in your office. One dated the 5th day of March, 1974, and recorded in Book 172, at Page 515.

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

WITNESS OUR SIGNATURES on this 9th day of October, 1975.

James L. Smith
JAMES L. SMITH

Dorothy K. Smith
DOROTHY K. SMITH

STATE OF MISSISSIPPI)
)
COUNTY OF LAFAYETTE)

This day personally appeared before me, the undersigned authority in and for the State and County aforesaid, duly qualified and commissioned by law to administer oaths and take acknowledgments, JAMES L. SMITH and wife, DOROTHY K. SMITH, who acknowledge that they executed 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 on this 9th day of October, 1975.

Bonita Browning
NOTARY PUBLIC

My Commission Expires:
April 29, 1979

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock
who minutes A. M. 28 day of Oct. 1975, and that the same has been
recorded in Book 192 Page 335 records of REAL ESTATE TRUST DEEDS
of said County.
Witness my hand and seal this the 28 day of Oct. 1975.

Fees $ 2.50 pd.

SEAL H. L. Ferguson, CLERK

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Lot 960 c/13

AUTHORITY TO CANCEL

TO: CHANCERY CLERK

DESOTO COUNTY

HERNANDO, MISSISSIPPI

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

to Stuart Robinson, Trustee for BANKERS TRUST SAVINGS AND LOAN ASSOCIATION, Beneficiary, date April 1st, 19 74, and duly recorded in Book 174 at Page(s) 397 of your records.

WITNESS the signature of the corporation, this the 21st day of October, A.D., 19 75.

(SEAL)

ATTEST:

B. J. Renfrow, Assistant Vice President

BANKERS TRUST SAVINGS AND LOAN ASSOCIATION

BY: W. S. Weems

W. S. Weems, Senior Vice President

STATE OF MISSISSIPPI
COUNTY OF HINDS

Personally came and appeared before me, the undersigned Notary Public in and for said County and State, W. S. Weems 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 21st day of October, A.D., 19 75.

Carrie S. Cobb
NOTARY PUBLIC

My commission expires:

My Commission Expires Aug. 13, 1978

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock 50 minutes A. M. 29 day of Oct. 1975, and that the same has been recorded in Book 122 Page 336 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 28 day of Oct. 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

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, Page 331, 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.

Marguerite Jacqueline Moore
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 A.M. 28 day of Oct. 1975, and that the same has been recorded in Book 192 Page 337 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 28 day of Oct. 1975.

Fees $2.50 pd.

SEAL H. L. Ferguson, CLERK

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Mississippi

CORRECTED 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

JOHN 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 24th day of October, 1975.

BAILEY MORTGAGE COMPANY

William Cook

William Cook, Vice President

STATE OF MISSISSIPPI

COUNTY OF HINDS.....

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

GIVEN under my hand and official seal, this the 24th day of October, 1975.

Margaret Jacqueline Moore

NOTARY PUBLIC

My Commission Expires Feb. 22, 1978

BMC-14

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 40 minutes A. M. 28 day of Oct. 1975, and that the same has been recorded in Book 192 Page 338 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 28 day of Oct. 1975.

Fees $2.50 pd.

SEAL H. W. Ferguson, CLERK

PARTIAL RELEASE

For value received, I, B. G. Perry, Trustee of that certain deed of trust to P. M. Harding and wife, dated October 24, 1968, and recorded in Trust Deed Book 105, Page 256, in the office of the Chancery Clerk of DeSoto County, Mississippi, do hereby release from the lien of said deed of trust, the hereinafter described property, to-wit:

Part of the southwest quarter of section 16, Township 7, Range 7 West, described as BEGINNING at a point 1,511.35 feet east of the intersection of the centerline of Tchulahoma Road and State Line Road, said point being in the centerline of State Line Road; thence easterly along the centerline of State Line Road a distance of 151.31 feet to a point; thence northerly 1155 feet to a point; thence westwardly parallel to said State Line Road a distance of 151.31 feet to a point; thence southerly 1155 feet to the point of beginning, and containing 4.012 acres, more or less.

This is a partial release, releasing only the above described 4.012 acres described herein and the said deed of trust in all other respects remains in full force and effect.

B. G. Perry, Trustee, does herey authorize the Chancery Clerk of DeSoto County, Mississippi, to make proper marginal notations on the fact of the above mentioned deed of trust to fully perfect this partial release.

WITNESS my signature this the 24th day of October 1975.

B. G. Perry

B. G. PERRY, TRUSTEE

STATE OF MISSISSIPPI

COUNTY OF DESOTO

This day personally appeared before me, the undersigned authority in and for said County and State, the within named B. G. Perry, Trustee, who acknowledged he signed and delivered the above and foregoing Partial Release on the day and date therein mentioned as his free and voluntary act and deed for the purpose therein expressed.

Given under my hand and official seal this the 24th day of October, 1975.

Rose B. Lofton

Notary Public

My Commission expires:
April 28, 1978.

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock
VD minutes A. M. 28 day of Oct. 1975, and that the same has been
recorded in Book 192 Page 339 records of REAL ESTATE TRUST DEEDS
of said County.
Witness my hand and seal this the 28 day of Oct. 1975.

Fees $2.50 pd.

SEAL H. D. Ferguson, CLERK

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CANCELLED BY AUTHORITY RECORDED IN BOOK 233 PAGE 460
THIS 9 DAY OF Nov 1978
H. G. Ferguson
CHANCERY CLERK

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

This deed of trust is being re-recorded to correct acknowledgment.

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.

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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 some reliable insurance company, or companies, as may be acceptable to the beneficiary, for the maximum amount of insurance obtainable, or in such amount as may be approved by beneficiary, and all policies covering the same shall contain the proper loss payable clause, making all losses, if any, payable to the beneficiary, his successors or assigns, and shall be delivered to the beneficiary herein, or to the owner or holder of the notes secured hereby as additional security. In case of loss and payment by any insurance company, the amount of insurance money so paid shall be applied either on the indebtedness secured hereby, or in rebuilding or restoring the damaged building, or buildings, or it may be released to the grantor, as the beneficiary may elect. In the event of loss the grantor shall immediately give notice by mail to the beneficiary who may make proof of loss if same be not promptly made by the grantor. Each insurance company involved is hereby authorized, empowered and directed to make payment for any loss directly to the beneficiary instead of to the grantor and the beneficiary jointly.

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

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

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

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

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

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

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

IN TESTIMONY WHEREOF, witness the signature of the grantor this the 23 day of September 1975

/s/ Charles W. Taylor

/s/ Betty Taylor

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

Given under my hand and official seal, this the 23 day of September 1975

My Commission Expires: Jan. 18, 1975

Mary M. Lofton
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 35 minutes A. M. 28 day of October 1975, and that the same has been recorded in Book 192 Page 340 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 28 day of Oct. 1975.

Fees $ 5.00 pd.

SEAL H. D. Ferguson, CLERK

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST Class C

STATE OF MISSISSIPPI, DeSoto County. } ss.

KNOW ALL MEN BY THESE PRESENTS: That Bank of Mississippi

of Olive Branch, Miss. the beneficiary does hereby certify that a certain trust deed bearing date the 25th day of February 19 72, made and executed by Billy A. Huffstatler and wife, Sarah L. Huffstatler 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. 139 on page 344 of the Record of Trust Deeds, on the 7th day of March A. D. 19 72, is now fully paid and satisfied; and I do hereby authorize the Clerk of the Chancery Court of said DeSoto County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of said County also as provided by law.

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 20th day of October A. D. 1975

Notary Public

My Commission Expires

LAWYERS-GREENWOOD 67844

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock
ten minutes A. M. 28 day of Oct. 1975, and that the same has been
recorded in Book 192 Page 343 records of REAL ESTATE TRUST DEEDS
of said County.
Witness my hand and seal this the 28 day of Oct. 1975.

Fees $2.50 pd.

SEAL H. H. Ferguson, CLERK

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4057 ORDER TO CLERK TO CANCEL DEED OF TRUST

Class C

STATE OF MISSISSIPPI, DeSoto County. } ss.

KNOW ALL MEN BY THESE PRESENTS: That the Bank of Mississippi, of Olive Branch, Mississippi the beneficiary, does hereby certify that a certain trust deed bearing date the 21st day of March 19 74, made and executed by James L. Murphy and wife, Sharon Scott Murphy of Hernando, Mississippi, 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 Real Estate Trust Deed Record No 173 on page 133 of the Record of Trust Deeds, on the 26th 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 24th day of October, 1975.

BANK OF MISSISSIPPI

By: C. W. Kelley

C. W. Kelley, President

STATE OF MISSISSIPPI, DeSoto County. } ss.

Personally came and appeared before me, the undersigned authority a notary public in and for County and State aforesaid, C. W. Kelley, President of the Bank of Mississippi, Olive Branch, MS who acknowledged that he signed and delivered the above and foregoing instrument on the day and date for the purpose therein mentioned after having been duly authorized for and on behalf of said Bank so to do.

Given under my hand and seal of office this 24th day of October A. D. 1975

My Commission Expires Nov. 25, 1975

Linda C Perry

Notary Public

LAWRENCE-GREENWOOD 97644

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 11 o'clock 30 minutes A. M. 28 day of Oct. 1975, and that the same has been recorded in Book 192 Page 344 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 28 day of Oct. 1975.

Fees $2.50 pd.

SEAL H. H. Ferguson, CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK 229 PAGE 401
THIS 15 DAY OF Aug 19 78
H.G. Ferguson
CHANCERY CLERK

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Form No. F-611

Deed of Trust

This Indenture Made this the 7th day of October 19 75 by and between Paul O. Goodwine et ux, Joan Goodwine of the first part, J. R. Wilson and J. N. Muir of the second part, as Trustee, and 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:

Lot 89, Section A Revised, Lakewood Estates Subdivision, as shown by plat recorded in Plat Book 11, Pages 1-3, in the Office of the Chancery Clerk of DeSoto County, Mississippi, in Section 23, Township 2, South, Range 7 West.

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

IN TRUST, however, to secure the payment of a debt evidenced by certain promissory notes executed concurrently with this deed of trust in the principal sum of Seven Thousand One Hundred Ninety-Eight & 20/100ths One promissory instalment note of even date executed by Paul O. Goodwine et ux, Joan Goodwine herewith, payable to the order of Union Planters National Bank at its place of business in Memphis, Tennessee, in the sum of $7,198.20 in sixty monthly instalments being in the sum of $119.97 each on the 21st day of each month, beginning November 21, 1975, 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.

Paul O. Goodwine (SEAL)

Joan Goodwine (SEAL)

STATE OF MISSISSIPPI
COUNTY OF DESOTO } ss. Acknowledgment.

Personally appeared before me, the undersigned Paul O. Goodwine et ux, Joan Goodwine

in and for the State and County aforesaid, the within-named Paul O. Goodwine et ux, Joan Goodwine

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

Given under my hand and seal, this the 7th day of October, 19 75

Alma Green
Notary Public.

MY COMMISSION EXPIRES JAN 28, 1978

SSIPPI

D E E D

ine et ux,

and J. N. Muir

FOR
's National Bank

38101

ss.

Clerk

Court and ex-officio
nd State aforesaid, do
hin instrument of wri-
my office on the 28
day of
A. D. 19 75
and has been this day
Acknowledgment and
Book

official seal, fixed this
19
Clerk.

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock
and no minutes A. M. 28 day of Oct. 1975, and that the same has been
recorded in Book 192 Page 345 records of REAL ESTATE TRUST DEEDS
of said County.
Witness my hand and seal this the 28 day of Oct. 1975.

Fees $3.00 pd.

SEAL H. L. Ferguson, CLERK

AT-301 A-ST
Rev. 10-9-70

MTGR. A. W. Moore
FNMA NO. 123-301650-1
FHA/VA NO. 281-029253-703

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:

Deed of Trust made and entered into 2-16-66, by and between Anthony A. Raiteri and wife, Katherine Raiteri, Grantor, James R. Houston, Trustee, and Allied Investment Company, Beneficiary, in the original principal sum of $15,100.00 which was field for record 2-26-66 and recorded 2-28-66 in Book 88, Page 233, DeSoto County, Mississippi; transferred to Federal National Mortgage Association by Allied Investment Company by Assignment dated 3-11-66 and recorded in Book 88, Page 455, 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 7th day of October, 19 75.

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 7th day of October, 19 75.

Robbie Vaughn Harris
Notary Public, Georgia at Large
My Commission Expires:
(SEAL)
Notary Public, Georgia, State At Large
My Commission Expires Jan. 2, 1979

R11/20/478

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 4 o'clock
10 minutes P M. 28 day of Oct. 1975, and that the same has been
recorded in Book 192 Page 347 records of REAL ESTATE TRUST DEEDS
of said County.
Witness my hand and seal this the 29 day of Oct. 1975.

Fees $ 2.50 pd.

SEAL H. L. Ferguson, CLERK

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PARTIAL RELEASE

Know all men by these presents that for and in consideration of the part payment of the indebtedness described in and secured by that certain Deed of Trust dated March 16, 1972 executed by Albertine-McCrory Builders, Inc. to Delta Title Company, as Trustee(s), National Mortgage Company as Beneficiary, which Deed of Trust is recorded in Book 139, Page 642, in the office of the Chancery Clerk of DeSoto County, Mississippi, the undersigned National Mortgage Company, as Beneficiary named in said Deed of Trust, have bargained and sold and by these presents do bargain, sell, convey, remise, release and quitclaim unto the said Albertine-McCrory Builders, Inc., the following described property located in DeSoto County, Mississippi, to-wit:

Lot 33, Section "A" Revised in 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.

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

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

WITNESS our signatures this the 22nd day of October, 1975.

ATTEST:

STANLEY WENDER
SECRETARY

NATIONAL MORTGAGE COMPANY

By:
FRANK ROBINSON
TREASURER COMPTROLLER

STATE OF TENNESSEE

COUNTY OF SHELBY

Personally appeared before me, the undersigned authority of law in and for the jurisdiction aforesaid, the within named Frank Robinson and Stanley Wender who acknowledged that as Treasurer Comptroller and Secretary respectively, for and on behalf of and by authority of National Mortgage Company, they signed the above and foregoing instrument and affixed the corporate seal of said corporation thereto and delivered said instrument on the day and year therein mentioned.

GIVEN UNDER MY HAND and seal of office this the 22nd day of October, 1975.

NOTARY PUBLIC

My Commission Expires:

My Commission Expires September 1, 1976

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 10 minutes A M. 28 day of Oct. 1975, and that the same has been recorded in Book 192 Page 348 records of REAL ESTATE TRUST DEEDS of said County.

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

Fees $ 2.50 pd.

SEAL H. L. Ferguson, CLERK

PARTIAL RELEASE

Know all men by these presents that for and in consideration of the part payment of the indebtedness described in and secured by that certain Deed of Trust dated September 1, 1975 executed by ~~Barry Bridgforth Realty, Inc.~~ D. B. Bridgforth, Jr. as Trustee(s), K. N. Abele, et ux as Beneficiary, which Deed of Trust is recorded in Book 191, Page 268, in the office of the Chancery Clerk of DeSoto County, Mississippi, the undersigned K. N. Abele, et ux, 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 Barry Bridgforth Realty, Inc., the following described property located in DeSoto County, Mississippi, to-wit:

Lot 20, Windcrest Subdivision in Section 23, Township 1, Range 7 as recorded in Plat Book 10, pages 47-50 in the office of the Chancery Clerk of DeSoto County, Mississippi.

To have and to hold the aforesaid real property unto the said Barry Bridgforth Realty, 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 24th day of October, 1975.

ATTEST:

K. N. Abele

By: Mary Jane Abele
Mary Jane Abele

STATE OF MISSISSIPPI
COUNTY OF DESOTO

Personally appeared before me, the undersigned authority of law in and for the jurisdiction aforesaid, the within named K. N. Abele and Mary Jane Abele who acknowledged ~~that as respectively, for and on behalf of and by authority of~~ going 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 24th day of October, 1975

Mary K. Waller
NOTARY PUBLIC

My Commission Expires:
September 2, 1979

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock no minutes A M. 28 day of Oct. 1975, and that the same has been recorded in Book 192 Page 349 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 29 day of Oct. 1975.

Fees $ 2.50 pd.

SEAL H. L. Ferguson, CLERK

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Mississippi Bankers Association
UCC Form No. 4
September, 1967

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

FORM No. 4

DEED OF TRUST AND SECURITY AGREEMENT

Land — Farm Products — Farm Equipment

THIS agreement, this day made and entered into between Edd Wages

a (an) Bank of Walls
(Corporation—Partnership—Individual)

of the first part, hereinafter designated as the Debtor, whose address is Rt. 1 Box 114
(Street)

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

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

H. R. Garner Trustee, of the second part,

hereinafter designated as Trustee; and

Bank of Walls of Walls, Mississippi,

of the third part, hereinafter designated as the Bank Witnesseth:

THAT WHEREAS, Debtor is justly indebted to Bank in the full sum of Four hundred thirty-three 08/10 Dollars ($ 433.08) evidenced by One promissory note of even date herewith in favor of Bank, bearing interest at the rate of 10 6 per centum per annum after maturity, providing for the payment of reasonable attorney's fees in case of default and being due and payable as follows, to-wit:

12 payments at 30.09 per payment

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

NOW, THEREFORE, in consideration of the premises, and the further consideration of One Dollar ($1.00) cash in hand paid by Trustee, the receipt of which is hereby acknowledged, Debtor does hereby convey and warrant unto Trustee the following described land located in the County of DeSoto, State of Mississippi, to-wit:

Beginning at the Southeast corner of the northeast Quarter of the Northwest Quarter, which point is on the west side of Mississippi Sate Highway No. 3 of Section 25, Township 2, Range 9 West; thence North 100 feet; thence West 300 feet ; thence South 100 feet; thence East 300feet to the point of beginning and being the same land conveyed to Herman Green and wife, Minnie Green by Warranty Deed recorded in Book 42, page 585, and also the same land conveyed by B. F. Thomas to W. A. Dowell in the deed Book 42, Page 123, all in the office of the Chancery Clerk of DeSoto County, Mississippi, and subject to one-half mineral reservations reserved in Book 42 , Page 123.

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

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

☐ B. Livestock—

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

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

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

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

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

DEBTOR WARRANTS, REPRESENTS AND AGREES AS FOLLOWS:

1. Debtor is the owner of the Collateral clear of all liens and security interests except the security interest granted hereby, and Debtor has the right to make this agreement.

2. The equipment covered by this agreement shall be used principally in farming operations.

3. All of the Collateral is or will become located, kept or grown on the above mentioned land.

4. Debtor agrees to pay Bank: (a) the sums evidenced by all promissory notes executed pursuant to this agreement in accordance with the terms of the agreement and of the notes; (b) all sums, including reasonable attorney's fees and legal expenses, paid or incurred by Bank in pursuing any of its rights and remedies or in remedying any default pursuant to this agreement, together with interest thereon at the rate herein stipulated from the date the same shall have been paid; and (c) at Bank's option, the entire unpaid indebtedness to Bank, whether created or incurred pursuant to this agreement or otherwise, upon Debtor's default or if Bank deems itself insecure.

5. Debtor shall at all times keep the Collateral at the location described in this agreement, unless notice is given to Bank in advance of, and Bank consents in writing to its removal to another location.

6. Debtor shall keep the Collateral in good condition; attend to and care for the Collateral; do all other acts which may be necessary to raise and fatten the livestock and to grow, cultivate, spray, irrigate, cut, harvest, pick, clean, preserve and protect the crops and farm products, all according to the most approved methods of farming and husbandry. Debtor shall permit Bank to enter Debtor's farm at reasonable times to examine the Collateral.

7. Debtor shall not transfer, create or permit to be acquired any interest in or against the Collateral or the land herein conveyed, or permit any charge, including rent and taxes, to remain unpaid to or by any third person.

8. Debtor shall not sell or otherwise dispose of any of the Collateral without the prior written consent of Bank. The inclusion of proceeds in this agreement does not authorize Debtor to sell, dispose of or otherwise use the Collateral in any manner not specifically authorized by the agreement.

9. Debtor shall at all times keep the Collateral and the proceeds from any authorized disposition identifiable and separate from other property of the Debtor or any other person.

10. Debtor shall procure and maintain at his own expense insurance covering the Collateral and buildings on the land herein conveyed against all expected risks, and those risks which Bank may designate, under policies satisfactory to Bank, for the duration of this agreement, and the policies shall name Bank as its interest may appear and shall be deposited with Bank.

11. Debtor shall, as Bank may request and require, procure and deliver to Bank or execute any security agreement, financing statement or other writing necessary to create, preserve, protect or enforce Bank's rights and interests to or in the Collateral described in this agreement or in any other Collateral agreed to by the parties.

12. Debtor will keep the Collateral in good condition and repair, reasonable wear and tear excepted, and will permit Bank and its agents to inspect the Collateral at any time.

13. Debtor shall be in default under this agreement: (a) when he has made any misstatement in connection with or has failed to pay or perform any of his obligations, agreements or affirmations under this or any other agreement with Bank; (b) when any event occurs which results in acceleration of the maturity of the indebtedness of Debtor under any agreement with any

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, this agreement has been executed this 25 day of October, 19 75

Bank of Walls
Bank

By J. B. Austin V. Pres. & Mgr.

X Edd Wages
Debtor

By

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

STATE OF MISSISSIPPI
COUNTY OF DeSoto

This day personally appeared before me, the undersigned authority, in and for the State and County aforesaid, the within named Edd Wages

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

Given under my hand and official seal, this the 27th day of Oct. 1975

Mrs. W. A. Russell
NOTARY PUBLIC

My Commission Expires: My Commission Expires Nov. 2, 1978

STATE OF MISSISSIPPI

COUNTY OF

Personally appeared before me, the undersigned Notary Public in and for the jurisdiction aforesaid,

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock 30 minutes A M. 29 day of Oct. 1975, and that the same has been recorded in Book 192 Page 350 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 29 day of Oct. 1975.

Fees $ 5.00 pd.

SEAL H. L. Ferguson, CLERK

Assignment of this Instrument Recorded in
Real Estate 770 Book
No. 284 Page 680
This the 23 day of June 19 82
H. D. Ferguson Clerk

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

DEED OF TRUST

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

THIS DEED OF TRUST, made and entered into this 28th day of October, 19 75, by and between

William T. Furniss and wife Carol Furniss

, hereinafter called the Grantor;
O. B. Taylor, Jr. , hereinafter called the Trustee, and

Kimbrough Investment Company, a corporation organized and existing under the laws of the state of Mississippi, having its principal office and post-office address at 5060 North State Street, Jackson, Mississippi, hereinafter called the Beneficiary:

WITNESSETH, That the Grantor, in consideration of the debt and trust hereinafter mentioned, and the sum of One Dollar ($1.00) to the Grantor paid by the Trustee, the receipt whereof is hereby acknowledged, does by these presents grant, bargain, sell, convey, and warrant unto the Trustee, the following-described 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 Exhibit "A" Attached hereto:

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 and no/100 ---------- Dollars ($ 17,000.00), 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 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 Thirty-Six and 85/100---------- Dollars ($ 136.85), commencing on the first day of December, 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 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.

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

William T. Furniss

William T. Furniss

Carol Furniss

Carol Furniss

STATE OF MISSISSIPPI,
COUNTY OF DESOTO } ss:

Personally appeared before me Bobbie M. Braswell the undersigned Authority in and for the said County, the within named William T. Furniss and Carol Furniss, his wife, who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and seal this 28th day of October, 19 75

Bobbie M. Braswell

Notary Public

STATE OF MISSISSIPPI
COUNTY OF DeSoto } ss:

My Commission Expires: Feb. 19, 1976

I, W. D. Langston, 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 10:50 o'clock A. M., on the 29 day of October 19 75 and was recorded in Vol. , Record of Deeds, pages , on the day of 19

Clerk of the Court of Chancery

5.00 D A.H.

OPO 843-297

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EXHIBIT "A"

Lot 802, Section B, DeSoto Village Subdivision as per plat thereof in Plat Book 8, Pages 12-15 in Section 33, Township 1 South, Range 8 West in the Office of the Chancery Clerk of DeSoto County, Mississippi.

Beginning at a point in the southerly line of Normandy Drive at the northwest corner of Lot 801 of said subdivision 437.05 feet southwestwardly from the southwesterly curb line of Meadowbrook Drive, produced; thence westwardly along the southerly line of Normandy Drive 64 feet to a point at the northeast corner of Lot 803 of said subdivision; thence southwardly 124.06 feet to a point at the southeast corner of said Lot 803; thence eastwardly 70.24 feet to a point at the southwest corner of said Lot 801; thence northwardly 133.12 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 part of the purchase price of the property described above.

Signed for Identificiation:

William T. Furniss
WILLIAM T. FURNISS

Carol Furniss
CAROL FURNISS

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 Oct. 1975, and that the same has been recorded in Book 192 Page 353 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 29 day of Oct. 1975.

Fees $5.00 pd.

SEAL H. P. Ferguson, CLERK

Assignment of this Instrument Recorded in
Book
Page
This the day of 19
Clerk

RECORDED IN BOOK
THIS
CHANCERY CLERK

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

DEED OF TRUST

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

THIS DEED OF TRUST, made and entered into this 27th day of October 1975
by and between Victor L. Conkle and wife, Wanda Conkle

Midfirst Bank
ASSIGNMENT OF THIS INSTRUMENT RECORDED IN
Real estate TD BOOK.
NO. 1237 PAGE 19
THIS THE 10 DAY OF Aug 2000
W E Davis
CHANCERY CLERK
by D Cleveland DC

, hereinafter called the Grantor;
Kent E. Lovelace, Jr. , hereinafter called the Trustee, and

Hancock Mortgage Corporation , a corporation organized and existing under the laws of The State of Mississippi , having its principal office and post-office address at 2500 14th Street, Gulfport, 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 2918, Section "N", Southaven West Subdivision, in Section 26, Township 1 South, Range 8 West, as shown on plat of record 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.

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

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

First Commercial Mtg Co
ASSIGNMENT OF THIS INSTRUMENT RECORDED IN
Real estate TD BOOK.
NO. 851 PAGE 635
THIS THE 27 DAY OF Aug. 19 96
W.E. Davis
CHANCERY CLERK
by D Cleveland DC

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

IN TRUST, HOWEVER, to secure to Hancock Mortgage Corporation 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 and No/100--- Dollars ($ 17,000.00), 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 Hancock Mortgage Corporation, 2500 14th Street in Gulfport, Mississippi or at such other place as the holder may designate, in writing, in monthly installments of One Hundred Thirty-Six and 85/100---------- Dollars ($ 136.85), commencing on the first day of December , 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 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.

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;

Bailey Mtg. Co.
ASSIGNMENT OF THIS INSTRUMENT RECORDED IN
Real Estate BOOK
NO. 749 PAGE 607
THIS THE 28 DAY OF Feb , 1995
W.E. Davis
CHANCERY CLERK
By: M. Taylor D.C.

Assignment of the Instrument Recorded in
Real Estate 2/P Book
No. 306 Page 627
This the 10 day of Nov. 1983
H.D. Ferguson Clerk

1304 PAGE 481
THIS 28th DAY OF Feb, 1995
W. E. Davis
CHANCERY CLERK
by: D. Starkey D.C.

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

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

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

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

(III) interest on the note secured hereby; and

(IV) amortization of the principal of said note.

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

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

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

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

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

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

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

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

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

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.

Victor L. Conkle

Wanda Conkle

Wanda Conkle

STATE OF MISSISSIPPI,

COUNTY OF DESOTO } ss:

Personally appeared before me Bobbie M. Braswell the undersigned authority in and for the said County, the within named Victor L. Conkle and Wanda Conkle, 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 27th day of October 19 75

Bobbie M Braswell
Notary Public

STATE OF MISSISSIPPI

COUNTY OF DeSoto } ss:

My Commission Expires: Feb. 19, 1976

I, H. D. Ferguson Clerk of the Court of the Chancery of said County, do hereby certify that the foregoing conveyance was filed for registration in this office at 10:50 o'clock A M., on the 29 day of

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 October 1975, and that the same has been recorded in Book 142 Page 357 records of REAL ESTATE TRUST DEEDS of said County.

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

Fees $5.00 pd.

SEAL H. D. Ferguson, CLERK

GPO 943-297

360

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 F. R. EUBANKS, JR. AND WIFE, GERRY Kay EUBANKS to Delta Title Company, Trustee, for the benefit of National Mortgage Company, a Tennessee Corporation, dated September 19th, 1975, securing a note in the sum of $ 26,050.00, recorded in Book 191, Page 628, 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 $ 26,050.00, plus interest at the rate of 7 3/4% per annum, the first monthly installment being due the 1st day of November, 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 October, 19 75.

NATIONAL MORTGAGE COMPANY

Sidney M. Katz
Senior Vice President

ATTEST:

S. J. Weissmann
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 S. J. Weissmann 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 October, 19 75.

My Commission Expires Sept. 13, 1977

Judith Combs
NOTARY PUBLIC

2/71/226

NOTARY PUBLIC

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 9 o'clock 10 minutes A.M. 24 day of Oct. 1975, and that the same has been recorded in Book 192 Page 360 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 24 day of Oct. 1975.

Fees $ 2.50 pd.

SEAL H. D. Ferguson, CLERK

PREPARED BY:
SIDNEY M. KATZ
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 Oscar F. Bierbaum, Jr. and wife, Alice R. Bierbaum, to Delta Title Company, Trustee, for the benefit of National Mortgage Company, a Tennessee Corporation, dated July 31st, 19 75, securing a note in the sum of $ 22,500.00, recorded in Book 190, Page 385, of the office of the Chancery Clerk of DeSoto County, Mississippi, together with the indebtedness secured thereby.

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

The undersigned covenants that the original Note secured by said Deed of Trust and assigned by this instrument is in the principal amount of $ 22,500.00, plus interest at the rate of 7 3/4 % per annum, the first monthly installment being due the 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 15th day of October, 19 75.

NATIONAL MORTGAGE COMPANY

Sidney M. Katz
Senior Vice President

ATTEST:

S. J. Weissmann
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 Sylvia Weissmann 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 15th day of October, 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 9 o'clock
No minutes A M, 29 day of Oct. 1975, and that the same has been
recorded in Book 192 Page 361 records of REAL ESTATE TRUST DEEDS
of said County.
Witness my hand and seal this the 29 day of Oct., 1975.

Fees $ 2.50 pd.

SEAL H. L. Ferguson, CLERK

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MISSISSIPPI
ASSIGNMENT OF DEED OF TRUST

PREPARED BY:
SIDNEY M. KATZ, ATTY.
4041 KNIGHT ARNOLD ROAD
MEMPHIS, TENN. 38118

For valuable consideration, the receipt of which is acknowledged, the undersigned does hereby sell, transfer and assign unto GOVERNMENT NATIONAL MORTGAGE ASSOCIATION, that certain Deed of Trust executed by Jessie A. Johnson and wife, Jo Ann Johnson, to Delta Title Company, Trustee, for the benefit of National Mortgage Company, a Tennessee Corporation, dated October 2nd, 19 75, securing a note in the sum of $ 27,000.00, recorded in Book 191, Page 499, 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 $ 27,000.00, plus interest at the rate of 7 3/4% per annum, the first monthly installment being due the 1st day of November, 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 14th day of October, 19 75.

NATIONAL MORTGAGE COMPANY

Sidney M. Katz
Senior Vice President

ATTEST:

S. J. Weissmann
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 Sylvia Weissmann 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 14th day of October, 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 9 o'clock 10 minutes A M. 9 day of Oct. 1975, and that the same has been recorded in Book 192 Page 362 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 29 day of Oct. 1975.

Fees $ 2.50 pd.

SEAL H. P. Ferguson, CLERK

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CANCELLED BY AUTHORITY RECORDED IN BOOK 213 PAGE 548
THIS 13 DAY OF July 1977
H. G. Ferguson
CHANCERY CLERK

This Indenture, made by and between CHARLES STONE and wife, BARBARA STONE

party of the first part, William H. Russell and Nat W. Parham party of the second part, as Trustee; and JOY E. McKIBBEN RAINEY

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 104, Section "A", BROOK HOLLOW SUBDIVISION, as shown on plat of record in Plat Book 7, page 8, in the Office of the Chancery Clerk of DeSoto County, Mississippi, to which plat reference is hereby made for a more particular description of said property; being in Section 24, Township 1 South, Range 8 West.

The property herein conveyed is encumbered by a lien of a deed of trust payable to National Mortgage Company of record in said Clerk's Office and it is a condition of this instrument that in the event of any default in any of the terms and conditions of said prior deed of trust, or in the event of any default in any of the terms and conditions of any other deed of trust, the lien of which may be or become prior and paramount to the lien of this instrument, then in every such event, the owner of the indebtedness secured by this instrument may, at his option, declare the indebtedness secured by this instrument due for all purposes, and foreclosure may be had hereunder as in the case of any other default hereunder, or if he chooses, he may pay any such sum or sums as shall be necessary in order that the terms and conditions of any deed of trust, the lien of which is then prior and paramount to the lien of this instrument, may be complied with, which sum or sums when so paid shall be secured by the lien of this instrument and shall bear interest from the date of such payment or payments at the rate of six per centum per annum.

This conveyance is made in trust, however, to secure the payment of $ 1,000.00, evidenced by the following promissory notes of even date herewith: one amortized note of even date herewith, executed by parties of the first part, bearing interest from date at the rate of ten percent (10%) per annum, Said principal and interest being payable in the following manner, to-wit: Fifty and No/100 ($50.00) Dollars on the 23rd day of November, 1975, and a like amount on the 23rd day of each and every month thereafter until the entire amount of principal and interest shall have been paid in full, which said monthly payments shall be applied monthly to the payment of interest on the balance of the unpaid principal at the rate of 10% per annum and any amount remaining after payment of said interest shall be applied in reduction of said unpaid part of the principal of said note. Said note is given for full value received.

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

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

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

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

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

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

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

Witness the signature of the party of the first part, on this the 23rd day of October 19 75

x Charles Stone
Charles Stone

x Barbara Stone
Barbara Stone

This instrument prepared by:
ROBERT E. BRAWNER, ATTORNEY
3606 Austin Peay Highway
Suite 112
Memphis, Tennessee 38128

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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

CHARLES STONE and wife, BARBARA STONE

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

Given under my hand and seal this the 23rd day of October, 19 75

Notary Public.

My commission Expires: June 11, 1979.

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 Oct. 1975, and that the same has been recorded in Book 192 Page 363 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 29 day of Oct. 1975.

Fees $ 3.00 pd.

SEAL H. L. Ferguson, CLERK

Compliments of

MTCO

Memphis Title Company

100 NORTH MAIN BUILDING · PHONE 525-4343
P. O. BOX 73 · MEMPHIS, TENNESSEE · 38103

TRUST DEED

FROM

TO

Trustee

FOR THE USE OF

STATE OF MISSISSIPPI
County of } ss.

I, Clerk of the Chancery Court and ex-officio Recorder for the County and State aforesaid, do hereby certify that the within instrument of writing was filed for record in my office on the day of

A. D. 19 at o'clock M., and has been this day duly recorded in Trust Deed Record Page

WITNESS my hand and official seal, this day of 19

Clerk.

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

MTC form 0017

DEED OF TRUST

THIS DEED OF TRUST is made this 27th day of OCTOBER, 19 75, among the Grantor, GRADY B. NICHOLS, JR. and wife, BRENDA MURLEY NICHOLS, (a/k/a Brenda Kay Nichols), (herein "Borrower"), Joe M. Hudspeth, (herein "Trustee"), and the Beneficiary, NORTH MISSISSIPPI SAVINGS & LOAN ASSOCIATION, a corporation organized and existing under the laws of The State of Mississippi, whose address is Horn Lake, Mississippi, (herein "Lender").

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

Lot 20, Hoover Subdivision, in the Town of Olive Branch,

Mississippi, Section 28, Township 1 (South), Range 6 (West),

as shown by plat of record in Plat Book 2, Page 34, in the Office of the

Chancery Clerk of DeSoto County, Mississippi.

(In the event the installments on the indebtedness secured hereby are not paid within 15 days after the due date, the obligors shall be responsible for a late charge equal to $5.00 or 5% of the installment of principal and interest, whichever is greater.)

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

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

Grady B. Nichols Jr
GRADY B. NICHOLS, JR. —Borrower

Brenda Murley Nichols
BRENDA MURLEY NICHOLS —Borrower

51 Westbranch

Olive Branch, Miss. 38654
Property Address

STATE OF MISSISSIPPI, DESOTO COUNTY SS:

Personally appeared before me, the undersigned authority in and for said County and State, the within named GRADY B. NICHOLS JR. and wife, BRENDA MURLEY NICHOLS, 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 29 day of OCTOBER, A.D., 19 75

My Commission expires: My Commission Expires May 25, 1978

William H. Luckett Jr
Notary Public

STATE OF MISSISSIPPI, DeSOTO COUNTY
I certify that the within instrument was
filed for record at 3 o'clock and
20 minutes P M 29
of 1975 and that the

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 3 o'clock
20 minutes P. M. 29 day of October 1975, and that the same has been
recorded in Book 192 Page 365 records of REAL ESTATE TRUST DEEDS
of said County.
Witness my hand and seal this the 30 day of October 1975.
Fees $ 5.00 pd.
SEAL H. P. Ferguson, CLERK

CANCELLED BY AUTHORITY OF ... IN BOOK ... Assignment of this Instrument Recorded in Book ... Page ... This the ... day of ... 19 ...
368 PAGE 797
27 DAY OF June 19 86
H.D. Ferguson
CHANCERY CLERK

DEED OF TRUST

THIS DEED OF TRUST is made this 1st day of OCTOBER, 19 75, among the Grantor, ROBERT E. COLEY, JR. and wife, BETTY COLEY, (a/k/a Betty Jo Coley), (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:

One (1.00) Acre, in the Southwest Quarter of Section 35, Township 1 South, Range 8 West, being situated in the Town of Horn Lake (DeSoto County), Mississippi; described as:

COMMENCING at the Southwest Corner of said Section 35; thence run North 5° 30' West a distance of 1,535.34 feet; thence run North 84° 24' East a distance of 1,588.60 feet; thence run North 5° 30' West a distance of 133.47 feet to a point; thence run North 84° 24' East a distance of 612.70 feet to the true Point of Beginning; thence run North 84° 24' East a distance of 437.48 feet to a point on the West Right-of-Way of U. S. Highway 51; thence run South 3° 38' 04" East along said West highway right-of-way a distance of 100.00 feet to a point ; thence run South 84° 24' West a distance of 434.23 feet to a point; thence run North 5° 30' West a distance of 99.94 feet to the true Point of Beginning; according to Survey Plat of G. E. Osborne, P. E., dated August 9, 1975; and being designated as Area 3 on said plat.

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 Seven Thousand Five Hundred - - - Dollars, with interest thereon, providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on 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.

Assignment of this Instrument Recorded in Real Est T/B Book No. 335 Page 246 This the 3 day of April 19 85
H.D. Ferguson Clerk D.S.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Robert E. Coley Jr.
ROBERT E. COLEY, JR. —Borrower

Betty Coley
BETTY COLEY —Borrower

7191 Highway 51 South
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 ROBERT E. COLEY, JR. and wife, BETTY COLEY, 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 30 day of OCTOBER, A.D., 1975.

William H. Rushton
Notary Public

My Commission expires:

My Commission Expires May 15, 1978

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 2 o'clock 20 minutes P. M. 29 day of October 1975, and that the same has been recorded in Book 192 Page 369 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 30 day of October 1975.

Fees $5.00 pd.

SEAL H. H. Ferguson, CLERK

PARTIAL RELEASE

Know all men by these presents that for and in consideration of the part payment of the indebtedness described in and secured by that certain Deed of Trust dated 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 578, 579, 674, 675 and 676, 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 23 day of October, 1975.

UNION PLANTERS NATIONAL BANK OF MEMPHIS

BY: _____

ATTEST:

Karen A. Schoenbucher

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 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 23RD day of October 1975.

Barbara C. Goings
Notary Public

My Commission expires:

MY COMMISSION EXPIRES OCTOBER 1, 1979

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 October 1975, and that the same has been recorded in Book 192 Page 373 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 30 day of October 1975.
Fees $3.50 pd.

SEAL H. L. Ferguson, CLERK

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CANCELLED BY AUTHORITY RECORDED IN BOOK 994 PAGE 201 THIS 12 DAY OF Dec. 1977
CHANCERY CLERK

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

DEED OF TRUST
LAND

THIS INDENTURE, this day made and entered into between

BARBARA J. BANKSTON, being one and the same per son as BARBARA J. BANKSTON CHAMBERS

of the first part, hereinafter designated as the Grantor,

WILLIAM H. AUSTIN, JR. Trustee, of the second part, hereinafter designated as Trustee, and

FIRST NATIONAL BANK OF HERNANDO

of the third part, hereinafter designated as the Beneficiary.

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

THREE THOUSAND ONE HUNDRED FIFTY EIGHT AND 82/100 ----------DOLLARS

($ 3,158.82) 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:

42 monthly installments of $75.21 beginning November 23, 1975, and continuing each and every month thereafter until paid in full, with last installment due on May 23, 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

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

(See next Page)

Copyright Mississippi Bankers Association

10.8 acres in the Southwest Quarter of Section 19, Township 2, Range 7, DeSoto County, Mississippi, described as: Beginning at the Southeast corner of said Southwest Quarter (at which point is located a 30 inch Oak tree); thence west on the Section line 650 feet to a stake; thence north 729 feet to a stake; thence east 650 feet to a stake; thence south 729 feet to the point of beginning and being the same land conveyed by deeds in Book 40, Pages 245, 257 and 314, subject to a road easement on the south side; together witha right-of-way and easement to the above described land along the south line of Section 19 and the east line of Section 30, Township 2, Tange 7, as recorded in warranty Deed book 77, page 123 in the Office of the Chancery Clerk of said county.

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

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

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

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

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

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

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

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

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

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

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

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

IN TESTIMONY WHEREOF, witness the signature of the grantor this the 30th day of October, 1975

Barbara J. Chambers
Barbara J. Bankston Chambers

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 Barbara J. Bankston, being one and the same person as Barbara J. Bankston Chambers who severally acknowledged that they signed and delivered the above and foregoing deed of trust on the day and year therein mentioned.

Given under my hand and official seal, this the 30th day of October, 1975

My Commission Expires: My Commission Expires Nov. 11, 1978

Notary Public

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. 30 day of October 1975, and that the same has been recorded in Book 182 Page 374 records of REAL ESTATE TRUST DEEDS of said County.

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

Fees $ 5.00 pd.

D. D. Ferguson

PARTIAL RELEASE

Know all men by these presents that for and in consideration of the part payment of the indebtedness described in and secured by that certain Deed of Trust dated October 1, 1973 executed by Boyle Development Company and Schoolfield Development Corporation, both Tennessee corporations (hereinafter referred to as "Mortgagor", whether one or more) to H. R. Garner as Trustee which Deed of Trust is recorded in Book 166, Page 306, of the records of Mortgage and Deeds of Trust in the office of the Chancery Court Clerk of DeSoto County, Mississippi, the undersigned, H. R. Garner, as Trustee, named in said Deed of Trust, has bargained and sold and by these presents does bargain, sell, convey, remise, release and quitclaim unto the said Mortgagor, the following described property located in DeSoto County, Mississippi to-wit:

58 acres more or less. Described as being in the Northwest Quarter of Section 3, Township 2 South, Range 8 West, DeSoto County, Mississippi and being part of the same property encumbered by Trust Deed recorded in Book 166, page 306 in DeSoto County, Mississippi and being more particularly described as follows: Beginning at a point at the Northwest corner of the subject property described in Book 166, Page 306, said point being at the intersection of Tulane Road and Nail Road, DeSoto County, Mississippi; thence, South along the center line of Tulane Road a distance of 1,914 feet to a point; thence, east and parallel to Nail Road a distance of 1,320 feet to a point; thence, north and parallel with Tulane Road a distance of 1,914 feet to a point in the center line of Nail Road; thence, west along the center line of Nail Road 1,320 feet to the point of beginning and containing 58 ± acres.

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

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

Boyce L. Lamb and wife, Mildred H. Lamb, and Boyce L. Lamb, Jr. joins herein for the purpose of declaring that it is the owner and holder of the indebtedness secured by said deed of trust as aforesaid and of evidencing its consent and direction to the Trustee to execute this release.

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

IN WITNESS WHEREOF the said owner and holder of the indebtedness and the Trustee have executed this instrument or caused this instrument to be executed by and through its duly authorized officers this the 24th day of October, 1975.

Boyce L. Lamb
BOYCE L. LAMB

H. R. Garner
H. R. GARNER

Mildred H. Lamb
MILDRED H. LAMB

Boyce L Lamb Jr
BOYCE L. LAMB, JR.

Return to GWG

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STATE OF MISSISSIPPI
COUNTY OF DESOTO

Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared Boyce L. Lamb, Mildred H. Lamb, and Boyce L. Lamb, Jr. to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

WITNESS my hand and Notarial Seal at office this 24th day of October, 1975.

William H. Carter Jr.
Notary Public

My Commission Expires 15th day of May, 1979.

My Commission Expires May 15, 1979

STATE OF MISSISSIPPI
COUNTY OF DESOTO

Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared H. R. Garner to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

WITNESS my hand and Notarial Seal at office this 24th day of October, 1975.

William H. Carter Jr.
Notary Public

My Commission Expires 15th day of May, 1979.

My Commission Expires May 15, 1979

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 9 o'clock
15 minutes A. M. 30 day of October 1975, and that the same has been
recorded in Book 192 Page 377 records of REAL ESTATE TRUST DEEDS
of said County.
Witness my hand and seal this the 30 day of October 1975.

Fees $3.00 pd.

SEAL H. L. Ferguson, CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK
196 PAGE 200
THIS 11 DAY OF Feb. 1976
H. L. 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

ERNEST A. WOMACK, JR. and wife, DORIS WOMACK,

of the first part, hereinafter designated as the Grantor,

WILLIAM H. AUSTIN, JR., Trustee, of the second part, hereinafter designated as Trustee, and

THE HERNANDO BANK, 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 $23,000.00,
($ 2,000.00) evidenced by one (1) promissory note of even date herewith in favor of

the beneficiary, bearing interest at the rate of ten (10) per centum per - - - - - - - annum after

date , providing for the payment of attorney's fees in case of default and being due

and payable as follows, to-wit:

On or before January 9, 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: (Description attached.)

5.2 acres in the East Half of Section 26, Township 2, Range 9 West, described as beginning at the Southwest corner of said Section 26; thence North along the West line of said Section 260.5 feet to the center line of State Highway 301; thence Northeast along the center of said Highway3,435.2 feet to the point of beginning of the herein described tract; thence North 4° 45' West 1,324.7 feet to the existing property line of the W.M. Ellis land; thence South 85° 30' West 167.8 feet to a point; thence South 4° 45' East 1,378.5 feet to a point in the center of said Highway 301; thence in a easterly direction along the center line of said Highway 301; thence in an easterly direction along the center line of said Highway 175.0 feet to the point of beginning and containing 5.2 acres as shown by survey of John W. McCormack, P.E., dated November 1968; also a 1967 Parkway Mobile Home, 57' X 12', 3 BR-White.

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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 24th day of Oct., 1975.

Ernest A. Womack, Jr.

Doris Womack

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 ERNEST A. WOMACK, JR. and wife, DORIS WOMACK, 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 October, 1975.

My Commission Expires: My Commission Expires January 18, 1978

Notary Public

(SEAL)

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 9 o'clock 15 minutes A. M. 30 day of October 1975, and that the same has been recorded in Book 192 Page 379 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 30 day of October 1975.

Fees $5.00 pd.

SEAL H. H. Ferguson Clerk

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Partial Rel[illegible] this Instrument Recorded in
Real Estate T/D Book
No. 229 Page 2
This 3rd day of Aug. 19 78
H. G. 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 CHARLES R. POTTS AND WIFE, FRANCIE G. POTTS

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

ONE THOUSAND NINE HUNDRED NINETY FOUR AND 58/100---------- DOLLARS

($ 1,994.58) evidenced by one promisaory note of even date herewith in favor of the beneficiary, bearing interest at the rate of 10 per centum per annum after maturity , providing for the payment of attorney's fees in case of default and being due and payable as follows, to-wit:

Payable in 18 equal monthly installments of $110.81 each, the first of said installments being due and payable on or before the 5th day of December, 1975, with a like installment due on the ~~5th~~ day of each successive month thereafter until paid in full.

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

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

COUNTY OF DESOTO

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

Beginning at a point, said point being in the intersection of the center of Germantown and Cherry Tree Road being also the southwest corner of Section 30, Township 1, Range 6 West; thence north with the west line of the Fiveash tract as shown by deed of record in Book 65, Page 299 of the Warranty Deed records of DeSoto County, Mississippi, 220 feet to a point; thence east 198 feet to a point thence south 220 feet to a point in the south line of said section; thence west 198 feet to the point of beginning and containing one acre more or less.

Copyright Mississippi Bankers Association

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

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary herein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment of interest as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other convenant herein contained, then and in that event the entire principal sum secured hereby with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, or the owner or holder of said note or notes, be and become at once due and payable, and the trustee herein named, or his successor or successors, shall, at the request of the beneficiary, or at the request of any owner or holder of the note or notes secured hereby, sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid. Such sale shall be made by giving notice of the time, place and terms of sale as required by Section 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 13th day of October, 19 75.

Charles R Potts
CHARLES R. POTTS

Francie G Potts
FRANCIE G. POTTS

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 R. POTTS AND WIFE, FRANCIE G. POTTS who severally acknowledged that they signed and delivered the above and foregoing deed of trust on the day and year therein mentioned.

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

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

Billy L Holloway
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. 30 day of October 1975, and that the same has been recorded in Book 192 Page 382 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 30 day of October 1975.
5.00

W. G. Duncan

CANCELLED BY AUTHORITY RECORDED IN BOOK 197 PAGE 109
THIS 9 DAY OF March 1976
CHANCERY CLERK

DEED OF TRUST

FOR VALUE RECEIVED, the undersigned First Realty Building Corporation

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

as Trustee, the following described property, located in

DeSoto County, Mississippi, to-wit:

Lot 430, Section "C" Eastover Subdivision in Section 29, Township 1 South, Range 6 West, DeSoto County, Mississippi, as per plat thereof recorded in plat book 12, pages 39-40 in the office of the Chancery Clerk of DeSoto County, Mississippi.

This is the first lien on the above-described property except none

IN TRUST FOR THE FOLLOWING PURPOSES:

I. (A) To secure the prompt payment of the Grantor's promissory note of even date herewith, in favor of the

Wortman & Mann, Inc.

its successor or assigns, hereinafter designated as the Beneficiary, due and payable to said Beneficiary as follows:

($ 34,000.00) Thirty-Four Thousand and 00/100---------- Dollars due on or before July 20, 1976, with interest payable at maturity.

In the event interest becomes thirty (30) days in arrears, the entire amount advanced immediately becomes due and payable.

bearing interest at the rate of 10.50 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 20th day of October 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 Corporation

who acknowledged that he signed and delivered the foregoing trust deed on the day and year therein mentioned, on behalf of said Corporation after being duly authorized so to do.

Given under my hand and official seal, this 28th day of October 1975

Mary K. Waller Notary Public

My Commission Expires 9-2-79

STATE OF MISSISSIPPI

COUNTY OF

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

who acknowledged that he is the of

a corporation and that for and on behalf of said corporation and as its act and deed, he signed, sealed and delivered the above and foregoing instrument of writing on the day and year therein mentioned, his having been first duly authorized so to do.

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

1971

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 30 minutes A M. 30 day of October 1975, and that the same has been recorded in Book 192 Page 385 records of REAL ESTATE TRUST DEEDS of said County.

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

Fees $ 3.50 pd.

SEAL H. D. Ferguson, CLERK

DEED

STATE OF MISSISSIPPI,
COUNTY OF DESOTO

I, the undersigned

was filed for record

on the 30 day

and the same is duly

Page of the

Witness my hand

of

By

Clerk's

SOUTH

CANCELLED BY AUTHORITY RECORDED IN BOOK 291 PAGE 294
THIS 23 DAY OF Dec. 19 82
W. D. Ferguson
CHANCERY CLERK

DEED OF TRUST

THIS DEED OF TRUST is made this 27th day of October, 19 75, among the Grantor, Billy W. Blaylock and wife, Kathy J. Blaylock (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 246, Section "B" Revised, Greenbrook Subdivision in Section 19, Township 1 South, Range 7 West, as per plat thereof recorded in plat book 8, pages 51-52 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-Eight Thousand Five HundredDollars, 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.

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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.

Billy W. Blaylock —Borrower

Kathy J. Blaylock —Borrower

5820 Rustwood 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 Billy W. Blaylock and wife, Kathy J. Blaylock 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 27th day of October, A.D., 19 75.

My Commission expires:
September 2, 1979

Mary K. Waller
Notary Public

STATE OF MISSISSIPPI, DeSOTO COUNTY
I certify that the within instrument was
filed for record at 10

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock 30 minutes A M. 30 day of October 1975, and that the same has been recorded in Book 192 Page 387 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 30 day of October 1975.

Fees $ 5.00 pd.

SEAL H. D. Ferguson, CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK 234 PAGE 551
THIS 5th DAY OF Dec. 19 78
H. D. Ferguson
CHANCERY CLERK

DEED OF TRUST

In consideration of the payment of One Dollar and in order to secure the indebtedness and obligations herein stated, Sammie M. Dye & Wife June Brown Dye sell and convey to Leo Bearman TRUSTEE, the following described property in Shelby County, Tennessee:

Commencing at the southeast corner of Lot 2 of the Rucker & Parson Survey of Dr. S. C. Murphey's Land (Deed Book 1,page 1) Town of Horn Lake); thence in a southeasternly direction along the west right of way of the Illinois Central Gulf Railroad 657.4 feet to an iron pin, being the point of beginning and the northeast corner of the described tract; thence south 21" 58' 15' east 110;23 feet to an iron pin in the south edge of a gravel road; thence south 85-45-00' west 276.37 feet to an iron pin; thence north 04;45;00 west 105;00 feet to an iron pin; thence north 85;45;00 west 105;00 east 243.73 feet to the point of beginning; containing 0.63 acres more or less. All bearing referenced to magnetic north. As per survey of Ronald R. Williams, P. E., dated March 11, 1974. Located in Section 34, Township 1, Range 8.

The herein above described parcel of land is conveyed subject to public utilities easements, road right of way and zoning and subdivision regulations of the Town of Horn Lake and DeSoto County, Mississippi.

For prior record of conveyance see:

TO HAVE AND TO HOLD such property, with all hereditements and appurtenances, unto the Trustee, his successors and assigns, in fee simple forever.

The undersigned covenant they are lawfully seized in fee and possessed of such property, have authority to sell and convey the same, that title is unencumbered except: Federal Credit Union #9639

and they will warrant the same against all claims.

But this conveyance is made in trust to secure the payment by Sammie M. Dye & wife June Brown Dye to Blazer Financial Services, Inc. of a loan evidenced by a note of even date herewith payable months after date to the order of Blazer Financial Services Inc. in the principal amount of Eleven Thousand Eight Hundred Eighty and no/100 - - - - - - ($ $11,880.00) with interest at six per cent (%) per annum after maturity. Such note provides for acceleration of payment in the event of impairment of the collateral security or failure of the undersigned to perform any covenant in any contract concerning the collateral security.

0427-42 Deed of Trust (Real Estate) Tennessee 10-66

The undersigned agree to maintain the improvements on such property in good repair and fully insured against damage by fire and other casualty, in an amount and manner satisfactory to the holder of the indebtedness secured by this instrument, with loss payable to the Trustee, and the undersigned shall pay all taxes and assessments against such property. In the event of a failure to effect such insurance or to pay any insurance premium, tax or assessment when due, the holder of the indebtedness hereby secured, or the Trustee, may pay same and any sum so expended shall become a debt secured by this instrument, which sum the undersigned agree to reimburse forthwith with interest at the rate of six per cent (6%) per annum.

The undersigned shall retain possession of the property hereby conveyed and receive and use the rents and profits thereof until default, after which the rents and profits thereof shall be due and payable to the holder of the debt hereby secured. If such indebtedness be paid, when due, and nothing shall remain owing on the obligation hereby secured, then the holder of the note will execute proper release of the lien of this Deed of Trust. If the undersigned shall fail to pay any part of such 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, all of the indebtedness herein secured shall, at the option of the owner of such indebtedness, without notice, become immediately due and payable, and the said Trustee is authorized and empowered to enter and take possession of said property, and before or after such entry to advertise the sale of said property for twenty-one days by three weekly notices in some newspaper published in Desoto County, and sell such 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 the Trustee shall execute a conveyance to the purchaser in fee simple, and deliver possession to the purchaser, which the undersigned bind themselves shall be given without obstruction, hindrance or delay. The holder of the indebtedness secured hereby may bid at any sale held under this instrument. All parties at interest hereby expressly waive inventory and bond for execution of this trust on the part of the Trustee.

In event of default, foreclosure and sale of the property by the Trustee, the proceeds of the sale shall be applied by the Trustee: First, to the payment of the expense of this trust and its execution, including a reasonable attorney's fee and Trustee's fee, and all sums expended or become liable for on account of any of the provisions of this Trust Deed; Second, to the payment of the debt secured by this instrument; and the Trustee will hold any balance subject to the order of the undersigned or to the order of the holder of inferior liens, if any.

In the event of any default in the terms and conditions of any other Deed of Trust or mortgage, the lien of which is or becomes paramount to the lien of this instrument, the owner of the indebtedness secured by this instrument may declare such indebtedness due for all purposes and foreclosure and sale may be had hereunder, or such holder may pay any sums necessary to comply with the terms of such paramount Deed of Trust or mortgage, which sums when so paid shall be secured by the lien of this instrument and shall bear interest from the date of such payment at the rate of six per cent (6%) per annum.

In addition to the power of sale above provided, the holder of the debt hereby secured shall have the right to proceed in a Court of equity to foreclose this Deed of Trust and shall be entitled to judgment for his debt and any advances lawfully made by him under the provisions of this Deed of Trust. He shall also be entitled to the appointment of a receiver to collect rents, issues and profits while such suit is pending and to judgment over for any difference between the amount paid for the property either at a Trustee's sale or a sale under order of the court and the total indebtedness accrued under the provisions of this instrument.

The holder of the debt hereby secured, at his option, is authorized to remove the Trustee and appoint a successor to execute this Trust in which successor shall be vested all title, powers and authority vested in the Trustee named herein. Such appointment shall be in writing and shall be registered in the Register's Office.

This 29th day of October, 19 75

Sammie M. Dye

June Brown Dye

STATE OF TENNESSEE

COUNTY OF Shelby

Personally appeared before me, James C. Lamberth, a Notary Public in and for said County and State Sammie M. Dye & wife June Brown Dye the within named bargainor, with whom I am personally acquainted, and who acknowledged that the y executed the within instrument for the purposes therein contained.

Witness my hand and official seal at office, in Shelby County, this 29th day of October, 19 75.

My Commission expires 4/11/79

Notary Public

This instrument was prepared by Martha Russell
1909 S. Third
Memphis, Tennessee
Blazer Financial Services, Inc.

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. 30 day of October 1975, and that the same has been recorded in Book 192 Page 391 records of REAL ESTATE TRUST DEEDS of said County.

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

Fees $ 3.50 pd.

SEAL H. L. Ferguson, CLERK

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CANCELLED BY AUTHORITY RECORDED IN BOOK 272 PAGE 6666
THIS 14 DAY OF May 1981
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 M. Brown and wife Lurlee C. Brown, and and Thomas E. Spain and wife Jo Ann E. Spain

of the first part, hereinafter designated as the Grantor,

David J. Johnson, Trustee, of the second part, hereinafter designated as Trustee, and

Germantown Savings & Loan Assn. 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 ten Thousand, and No/100's ---------- DOLLARS

($110,000.00) evidenced by one promissory note of even date herewith in favor of the beneficiary, bearing interest at the rate of 9&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:

One Promissory Note of even date herewitn in the amount of One Hundred ten Thousand (110,000.00) Dollars bearing interest from date at the rate specified in said promissory note such principal and interest being due and payable in installments of One thousand Fourty-three and 40/100's ($1,043.40) dollars each, due respectively on the first day of December, 1975 and on the first date of each succeeding month thereafter until and including the installment day immediately prior to November 1990 on which date a final installment equal to the entire principal balance then remaining unpaid, with accrued interest thereon, shall be due and payable.

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 9, 11, 12 and part of Lot 10 Coroma Commercial and Industrial Park Subdivision as shown on plat appearing of record in Plat Book 4, Pages 47 and 48 in the office of the Chancery Clerk of DeSoto County, Mississippi and being in Section 33, Township 1, Range 6 West, described as being all of Lots 9, 11, and 12 of Coroma Commercial and Industrial Park Subdivision and the following portion of Lot 10: BEGINNING at the northwest corner of said Lot 10; thence east along the north line of said Lot 10 a distance of 214.2 feet to the northeast corner of said lot 10; thence south along the east line of said Lot 10 a distance of 445.57 feet to the southeast corner of said Lot 10; thence west along the south line of said Lot 10 a distance of 52.4 feet to a point in the north right of way of New U. S. Highway #78; thence northwesterly along said Highway right of way a distance of 232.1 feet to a point in the west line of said Lot 10; thence north along said west line

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of said lot , a distance of 279.5 feet to the point of beginning, together with all improvements situated thereon and apputenances thereunto belonging.

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 24th day of October 19 75

Thomas E. Spain

Jo Ann E. Spain

Donald M. Brown

Lurlee C. Brown

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 M. Brown and wife Lurlee C. Brown, and Thomas E. Spain and wife Jo Ann E. Spain 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 24 day of October 1975

My Commission Expires: Sept. 24, 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. 30 day of October 1975, and that the same has been recorded in Book 192 Page 393 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 30 day of October 1975.

5.00 nd.

W. H. Ferguson Clerk

396

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, TN the beneficiary, does hereby certify that a certain trust deed bearing date the 4th day of February 19 72, made and executed by Donald M. Brown, et al of Memphis, TN to Commercial& Industrial Bank 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. 138 on page 310 of the Record of Trust Deeds, on the 4th day of February 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.

Robert E Jones
Asst Vice Pres.

STATE OF ~~MISSISSIPPI~~ Tenn., ~~DeSoto~~ Shelby County. } ss.

Personally came and appeared before me, the undersigned authority Notary Public Robert E Jones in and for County and State aforesaid, Robert E Jones, Asst Vice President C&I Bank who acknowledged that he signed and delivered the above and foregoing instrument on the day and date for the purpose therein mentioned.

Given under my hand and seal of office this 24 day of October A. D. 19 75

Adelle Bartlett

NOTARY PUBLIC

MY COMMISSION EXPIRES OCTOBER 15, 1978

LAWYERS-LITHOGRAPHICO 97444

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 30 minutes A M. 30 day of October, 1975, and that the same has been recorded in Book 192 Page 396 records of REAL ESTATE TRUST DEEDS of said County.

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

Fees $ 2.50 pd.

SEAL H. D. Ferguson, CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK 202 PAGE 244
THIS 19 DAY OF July 1976
N. A. Ferguson
CHANCERY CLERK

This Indenture, made by and between Ross A. Smith and wife Charlotte

party of the first part; Tommy Ramer party of the second part, as Trustee; and Commercial and Industrial Bank of Memphis

party of the third part, WITNESSETH:

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

Lots 3 and 4, Section "B" Pleasant Grove Subdivision situated in Section 30, Township 1 South, Range 5 West and being more particularly described as per plat recorded in Plat Book 4, page 13, Chancery Clerk's office, DeSoto County, Mississippi.

Also lot 16, Section "B" Pleasant Grove Subdivision, situated in Section 30, Township 1 South, Range 5 West as per plat recorded in Plat Book 4 page 16, Chancery Clerk's office, DeSoto County, Mississippi.

This conveyance is made in trust, however, to secure the payment of $ 37,000.00, evidenced by the following promissory notes of even date herewith:

Demand note with interest at the rate of 10% per annum.

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 17th day of October, 1975

Ross A. Smith

Ross A. Smith

Charlotte Smith

Charlotte Smith

398

STATE OF MISSISSIPPI
COUNTY OF DESOTO } ss.

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

Ross A. Smith and wife Charlotte Smith

who acknowledged that ~~I, he, V.~~ signed and delivered the foregoing trust deed on the day and year therein mentioned as ~~their~~ voluntary act and deed.

Given under my hand and seal this the 24th day of October, 19 75.

My comm. exp.
5-24-77

James L. Glenn
Notary Public.

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

TRUST DEED

FROM

TO

Trustee

FOR THE USE OF

STATE OF MISSISSIPPI
County of DeSoto } ss.

I, H. D. Ferguson Clerk of the Chancery Court and ex-officio Recorder for the County and State aforesaid, do hereby certify that the within instrument of writing was filed for record in my office on the 30 day of October A.D. 1975 at 10:30 o'clock A.M., and has been this day duly recorded in Trust Deed Record Page

WITNESS my hand and official seal, this

day of 19

Clerk.

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

12 + 75

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock
30 minutes A M. 30 day of October 1975, and that the same has been
recorded in Book 142 Page 397 records of REAL ESTATE TRUST DEEDS
of said County.
Witness my hand and seal this the 30 day of October 1975.

Fees $ 3.00 pd.

SEAL H. D. Ferguson, CLERK

Paid, Satisfied and Cancelled
This 8 day of Dec 19 82
The Hernando Bank
Hernando, Miss.
By: W. Thompson Asst VP

Attest:
W. D. Ferguson
Chancery Clerk
By: J.E. Davis D.C.

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

DEED OF TRUST
LAND

THIS INDENTURE, this day made and entered into between Ulysess A. Fish and wife, Alice L. Fish

of the first part, hereinafter designated as the Grantor, William W. Ballard,

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

The Hernando Bank, Hernando, Mississippi,

of the third part, hereinafter designated as the Beneficiary.

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

--SIXTEEN THOUSAND AND NO/100-------- DOLLARS

($ 16,000.00) evidenced by one promissory note of even date herewith in favor of the beneficiary, bearing interest at the rate of as provided in said note 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: on or before one (1) year 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 in Section 20 Township 3 Range 7

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

Lot 7 of Lambert Subdivision as recorded in Plat Book 7 Pages 3, 4 and 5 and in the revised plat thereof in Plat Book 9 Pages 6, 7 and 8, all being of record in the office of the Chancery Clerk of DeSoto County, Mississippi, to which recorded plats reference is hereby made for a more particular description.

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

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

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

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

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

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

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

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

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

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

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

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

IN TESTIMONY WHEREOF, witness the signature of the grantor this the 30th day of October 1975

Ulysess A. Fish

Ulysess A. Fish

Alice L. Fish

Alice L. Fish

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 Ulysess A. Fish and wife, Alice L. Fish 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 30th day of October 1975

My Commission Expires: My Commission Expires January 5, 1976

H. L. Ferguson
Chancery Clerk

Notary Public by D. Thompson D.C.

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 1 o'clock no minutes P M. 30 day of October 1975, and that the same has been recorded in Book 192 Page 399 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 30 day of October 1975.

Fees $ 5.00 pd.

SEAL H. L. Ferguson, CLERK

402

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 Credit Plan, Inc.

of Memphis, Tennessee the beneficiary, does hereby certify that a certain trust deed bearing date the 17th day of May 19 74, made and executed by Rufus Sanders and wife, Barbara Sanders of Southaven, Mississippi to Commercial Credit Plan, Inc.

the above named beneficiary, and recorded in the office of the Chancery Clerk of DeSoto County, in the State of Mississippi in Real Estate Trust Deed Record No. 175 on page 363 of the Record of Trust Deeds, on the 21st day of May, A. D. 19 74, is now fully paid and satisfied; and I do hereby authorize the Clerk of the Chancery Court of said DeSoto County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of said County also as provided by law.

This the 28 day of October, 1975.

COMMERCIAL CREDIT PLAN, INC.

By: L. P. Peace

STATE OF ~~MISSISSIPPI~~ TENNESSEE } ss.
~~DeSoto~~ County.
Shelby

Personally came and appeared before me, the undersigned authority, a notary public in and for County and State aforesaid, L. P. PEARCE who acknowledged that he signed and delivered the above and foregoing instrument on the day and date for the purpose therein mentioned, for and on behalf of said corporation after having been duly authorized so to do.

Given under my hand and seal of office this 28th day of October A. D. 19 75

MY COMMISSION EXPIRES JAN. 9, 1978

Notary Public

LAWYERS-GREENWOOD 37644

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 3 o'clock no minutes P M. 29 day of October 1975, and that the same has been recorded in Book 192 Page 402 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 30 day of October 1975.

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

CANCELLED BY AUTHORITY RECORDED IN BOOK 209 PAGE 587
THIS 24 DAY OF March 19 77
CHANCERY CLERK

REAL ESTATE DEED OF TRUST — MISSISSIPPI

LOAN NUMBER

First Payment Date	Final Payment Date	Date of Note	No. of Monthly Payments	Amount of Each Payment	Amount Financed
12-13-75	10-29-78	10-29-75	35	35/168.90 1/2268.36	6048.36

(GRANTORS) (Names and Addresses)	(Beneficiary)
Patsy S. Bailey, Dempsey C. Bailey	COMMERCIAL CREDIT PLAN, INC A Tn Corp hereinafter Called Commercial Credit Plan, Inc.
5873 Lakeshore Dr. W.	4466 Elvis Presley Blvd
Southaven, Ms	Memphis, Tn

THIS DEED OF TRUST made the date indicated immediately above the signature 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 "Beneficiary", in the Amount Financed shown above, together with the agreed rate of finance charge of 15.00% per annum on the unpaid balance of Amount Financed, from the Date of Note shown above, payable in equal, consecutive monthly payments in the amount shown above, beginning on the First Payment Date shown above and continuing on the same day of each succeeding month until Amount Financed and finance charges are paid in full. Every payment shall be applied first to finance charges, computed in full to date thereof, and the remainder to the amount financed.

2. For the purpose of securing repayment of said loan and finance charges thereon in accordance with terms in Paragraph 1 above, 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 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 Realty, 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 finance charges due thereon at the rate herein specified, then in that event this conveyance shall be null and void, and Beneficiary 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 repair. If Grantors should neglect or refuse to pay all taxes as aforesaid, Trustee at request of Beneficiary 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 Beneficiary 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 Beneficiary, and all policies covering the same shall contain the proper loss payable clause, making all losses, if any, payable to Beneficiary, its successors or assigns, as its interest shall appear. If Grantors default in obtaining the aforesaid insurance, the Beneficiary or the owner or holder of said secured note, may procure said insurance and any and all sums paid in procuring said insurance shall be covered by this conveyance and shall be due and demandable on the date of maturity of the installment which may become due under the terms of this instrument next after such additional items of expense are made or incurred.

6. If default should be made in the prompt payment of any installment of the debt secured hereby, or charges after maturity as aforesaid or any extension or renewal thereof, or if any execution, attachment, or other writ be levied on said Realty, or if a petition in bankruptcy should be filed by or against Grantors or if Grantors should make an assignment for the benefit of creditors, or if Grantors should fail to keep and perform all terms and conditions herein contained, or if Grantors convey said Realty to a third party without the written consent of Beneficiary, then, the whole amount remaining unpaid on said promissory note shall, at the option of Beneficiary, become due and payable at once without demand. The Trustee hereinafter named in this Deed of Trust, or any successor appointed in his place, shall sell said Realty in accordance with the requirement of appropriate State law, and out of the proceeds arising from such sale, the costs and expenses of executing this Deed of Trust shall be first paid (including trustee's fee and/or attorney's fee); next the amount of 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, whose residence is 1139 Shalimar St. (Street Address) Jackson (City) Hinds County, Mississippi. Beneficiary 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 ~~77~~ 1125, Section "F", Greenbrook Subdivision in DeSoto County, ~~Mississ~~ Mississippi, in Section 19, Township 1 South, Range 7 West, as per plat thereof recorded in Plat Book 9, pp. 46, in the office of the Chancery Clerk of DeSoto County, Mississippi, at Hernando.

Liens or Encumbrances against Realty (If none, insert "None") 1st Federal Savings and Loan of Jackson, Ms

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 Beneficiary and their respective heirs, personal representatives, successors and/or assigns.

IN WITNESS WHEREOF, Grantors have hereunto set their hands and seals, this October 29th, 1975

Signed, sealed and delivered in the presence of:

(Witness) _____ Dempsey C. Bailey (Seal)

(Witness) _____ Patsy S. Bailey (Seal)

(See over for Acknowledgment)

FORM 2420 — D MISSISSIPPI 8/74

Original—For Recording
Duplicate — Office File
Triplicate — Customer

404

STATE OF ~~MISSISSIPPI~~ TN
COUNTY OF Shelby

ACKNOWLEDGEMENT

Personally appeared before me, the undersigned authority in and for said County and State, the within named Dempsey C. Bailey & Patsy S. Bailey, who acknowledge that they signed and delivered the foregoing instrument on the day and year therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, on this, the 29 day of Oct, 1975

My Commission Expires:
4-20-76

NOTARY PUBLIC

NOTARY PUBLIC SHELBY

Commercial Credit Plan
Whitehaven Box 16012
Memphis, Tenn
38116

Received for record this 30 day of October 1975 at 10:30 A.M. and recorded in Book No. 192 Page 403 of the records of Real Estate Trust Deeds By [illegible]

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock 30 minutes A M. 30 day of October 1975, and that the same has been recorded in Book 192 Page 403 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 30 day of October 1975.

Fees $2.50 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 THE HERNANDO BANK of Hernando, Mississippi, the beneficiary, does hereby certify that a certain trust deed bearing date the 23rd day of July 1975, made and executed by BOYD B. GREENE and wife, CLARA VIRGINIA GREENE, 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 404 of the Record of Trust Deeds, on the 3rd 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.

THE HERNANDO BANK
Hernando, Mississippi
By: [signature]

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, [signature], the President of THE HERNANDO BANK, Hernando, Mississippi, who acknowledged that he signed and delivered the above and foregoing instrument on the day and date for the purpose therein mentioned, as the act and deed of said bank, he being authorized so to do.

Given under my hand and seal of office this 28th day of October A. D. 1975

(SEAL) [signature]

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

LAWYERS-GREENWOOD 27444

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock 30 minutes A M. 30 day of October 1975, and that the same has been recorded in Book 192 Page 405 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 31 day of October 1975.
Fees $ 2.50 pd.
SEAL H. D. Ferguson, CLERK

406

FOR REAL ESTATE, CHATTEL OR BOTH

Larry A. Gregory

To { DEED OF TRUST

LaPointe-Peeler, Realtors

Dollars

100

THIS INDENTURE, Made this 29th day of October, 19 75 between Larry A. Gregory, Party of the first part, and LaPointe-Peeler, Realtors, Party of the second part,

WITNESSETH, That whereas, said party of the first part, being indebted to the said party of the second part in the sum of One Thousand Two Hundred Eighteen and 00 ($1,218.00), with interest at the rate of eight percent per annum, repayable on or before one year from date.

and any further amount that the party of the second part may furnish the party of the first part [illegible] payment of the same when due: Therefore, in consideration of the premises, and of the sum of One Dollar to the part[illegible] having agreed to secure the prompt 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, [illegible]

Lot 2414, Section L, Southaven West Subdivision, in Section 27, Township 1 South, Range 8 West, as per plat thereof recorded in Plat Book 4, Page 51, in the office of the Chancery Clerk of DeSoto County, Mississippi.

This Deed of Trust is third and subordinate to those Deeds of Trust of record in Book 114, Page 497, and Book 184, Page 456, in the office of the Chancery Clerk of DeSoto County, Mississippi.

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

Witness my signature the date written above.

Larry A. Gregory

Larry A. Gregory

STATE OF MISSISSIPPI, DeSOTO COUNTY.

Personally appeared before me a notary public of said County, the within named Larry A. Gregory 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 29th day of October 1975

(SEAL)

My Commission Expires May 15, 1978

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 3 o'clock 30 minutes P M. 30 day of October 1975, and that the same has been recorded in Book 192 Page 406 records of REAL ESTATE TRUST DEEDS of said County.

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

Fees $2.50 pd.

SEAL H. L. Ferguson, CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK 340 PAGE 67 THIS 12 DAY OF June 19 82

H. L. Ferguson CHANCERY CLERK D.C.

Paid, Satisfied and Cancelled
This 1 day of Nov 1979
The Hernando Bank
by B T Cox Jr
Attest
H. G. Ferguson
Chancery Clerk By D. C. McCain D.C.

407

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

DEED OF TRUST
LAND

THIS INDENTURE, this day made and entered into between ROBERT E. McCASKILL and wife, ANN B. McCASKILL

of the first part, hereinafter designated as the Grantor,

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

The Hernando Bank
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 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 installments of One Hundred Eight Dollars and Seventy-Two Cents ($108.72) each, the first installment due and payable on or before November 24, 1975 and 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

DeSoto

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

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.

Copyright Mississippi Bankers Association

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

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

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

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

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

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

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

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

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

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

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

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

IN TESTIMONY WHEREOF, witness the signature of the grantor this the 24th day of Oct. 1975

Robert E. McCaskill

Robert E. McCaskill

Ann B. McCaskill

Ann B. McCaskill

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 E. McCaskill and wife, Ann B. McCaskill 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 October 1975.

My Commission Expires June 2, 1977

Mary Ellen Roberson
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 2 o'clock 10 minutes P M. 30 day of October 1975, and that the same has been recorded in Book 142 Page 407 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 31 day of October 1975.

Fees $ 5.00 pd.

SEAL H. L. Ferguson, CLERK

410

CANCELLED BY AUTHORITY RECORDED IN BOOK 258 PAGE 312
THIS 24 DAY OF April 1980
H.G. Ferguson
CHANCERY CLERK

FOR REAL ESTATE, CHATTEL OR BOTH

Victor H. Mann and wife, Cheryle Lynne Mann
To { DEED OF TRUST
Juanell W. LaPointe

THIS INDENTURE, Made this 26th day of September 19 75
between Victor H. Mann and wife, Cheryle Lynne Mann, Party
of the first part,
and Juanell W. 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 Eleven Thousand Six Hundred Fifty and 00/100 Dollars ($11,650.00), with interest at the rate of 9% per annum, repayable in five monthly instalments of $2,000.00 each as principal only and one final instalment of $1,949.28 as principal and interest, commencing on the 25th day of October 1975, with each subsequent and succeeding instalment being due on the 25th day of*

and any further amount that the party of the second part may furnish the party of the first part [illegible] 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 ha s this day granted, bargained, and sold to the said Trustee the following described property, located in the County of DeSoto, and state of Mississippi, [illegible]

Lot 3, Section A, Rainbow Village Subdivision, in Section 23, Township 1 South, Range 8 West, as per plat thereof recorded in Plat Book 5, Pages 14 and 15, in the office of the Chancery Clerk of DeSoto County, Mississippi.

This Deed of Trust is second and subordinate to that certain Deed of Trust of record in Book 150, Page 101, in the office of the Chancery Clerk of DeSoto County, Mississippi.

* each month thereafter, with the final instalment, if not sooner paid, being due and payable on March 25, 1976.

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

Witness our signature s the date written above.

Victor H. Mann
Victor H. Mann
Cheryle Lynne Mann
Cheryle Lynne Mann

STATE OF MISSISSIPPI, DeSOTO COUNTY.
Personally appeared before me a notary public of said County, the within named Victor H. Mann and wife, Cheryle Lynne Mann who acknowledged that they signed and delivered the foregoing Deed of Trust on the day and year therein mentioned.
Given under my hand and official seal, this 26th day of September 19 75
(SEAL)
My Commission Expires May 15, 1979
By Notary Public

DESOTO COUNTY, MISS. JR. AYCOCK

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. 30 day of October 1975, and that the same has been recorded in Book 142 Page 410 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 31 day of October 1975.
Fees $2.50 pd.
SEAL H. G. Ferguson, CLERK

FOR REAL ESTATE, CHATTEL OR BOTH

N. C. Baker, et ux

To { DEED OF TRUST

W. W. Herndon, et ux

THIS INDENTURE, Made this 30 day of October 19 75
between N. C. Baker and wife, Bernice Baker
of the first part,
and W. W. Herndon and wife, Pearl Herndon 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 Ten Thousand Two Hundred Fifty & No/100 ($10,250.00) Dollars, evidenced by one promissory note of even date bearing 7 1/2% per cent interest per annum due and repayable in equal amortized monthly installments of $90.00, the first installment due January 1, 1976 and one installment due on the first day of each month thereafter until paid in full.

Therefore, in consideration of the premises, and of the sum of One Dollar to the part ies in hand paid by Joel P. Walker Trustee, the part ies of the first part ha ve this day granted, bargained, and sold to the said Trustee the following described property, located in the County of DeSoto, and state of Mississippi, viz:

The land in DeSoto County, Mississippi described as follows, to-wit:
Beginning at a point 2,838 feet south and 1,690 feet west from the northeast corner of the Northeast Quarter of Section 2, Township 2, Range 8 West, said point of beginning being the southeast corner of that certain lot conveyed by E. E. Thweatt, et ux, to S. I. Raley, recorded in Book 44, page 448 of the land deed records of said county; thence north 170 feet, more or less, to a stake in the south line of a gravel road (said road being 50 feet in width) thence north 89 degrees east with the south line of said road 100 feet to a stake; thence south 173 feet more or less to a stake in the south line of the Thweatt property; thence west 100 feet to the point of beginning.

A failure to pay the installments when due shall operate to cause the entire unpaid indebtedness to become immediately due and payable at the option of the owner and holder of said note. The maker will have the right to pay all or any part of the indebtedness before maturity without penalty. The first parties covenant and agree to maintain fire and extended coverage insurance on the dwelling house located on the above described lot with loss payable clause in favor of second party as interest may appear during the life of this trust deed.

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

N C Baker

Bernice Baker

STATE OF MISSISSIPPI, DeSOTO COUNTY
Personally appeared before me the undersigned authority of said County, the within named N. C. Baker and wife, Bernice Baker 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 October 1975.
MY COMMISSION EXPIRES MARCH 24, 1979 (SEAL)
Sarah Bethune
By Notary Public

STATE OF MISSISSIPPI, DeSOTO COUNTY
Before me

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 9 o'clock 10 minutes A M. 31 day of October 1975, and that the same has been recorded in Book 142 Page 411 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 31 day of October 1975.
Fees $ 2.50 pd.
SEAL H. D. Ferguson, CLERK

412

Lot 273, 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 603, in your office, same having been fully paid and satisfied.

Executed this the 16th day of October, 1975.

BAILEY MORTGAGE COMPANY

By: _____
Gary P. Joachim, Vice-President

ATTEST:

_____
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, Gary P. Joachim and William Cook, Vice-President 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 16th day of October, 1975.

_____
Notary Public

My Commission Expires:

My Commission Expires Oct. 31, 1978

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 1 o'clock 50 minutes P M. 30 day of October 1975, and that the same has been recorded in Book 142 Page 412 records of REAL ESTATE TRUST DEEDS of said County.

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

Fees $2.50 pd.

SEAL H. L. Ferguson, CLERK

Lot 144
Partial Release of this Instrument Recorded in
Real Estate T/D Book
No. 203 Page 845
This 15 day of Sept. 19 76
H. D. Ferguson Clerk

Lot 146
Partial Release of this Instrument Recorded in
Real Estate T/D Book
No. 203 Page 74
This 12 day of August 19 76
H. D. Ferguson Clerk

Deed of Trust

To

JAMES E. McGEHEE AND COMPANY, INC.

THIS DEED OF TRUST, Made and entered into this the 29 Th. day of October, 19 75
by and between T & S HOMES, INC.

of the first part, hereinafter designated as the GRANTORS; Max B. Ostner, Jr.
Trustee. of the second part, hereinafter designated as TRUSTEE; and
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 Fifty thousand and no/100 DOLLARS

($ 150,000.00), evidenced by promissory note of even date herewith payable to the Beneficiary as follows, to-wit:

The note is due and repayable on demand, but if no demand is made, the note is due one year from date.

on the unpaid principal balance of the indebt-
said note bearing interest from date at the rate of 9 per centum per annum, and providing edness
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 143, 144, 146, 147 & 148, Section A Revised, Churchwood Estates Subdivision in Section 2, Township 2, Range 8 West as shown of record in Plat Book 12, pages 45 & 46 in the office of the Chancery Clerk of DeSoto County, Mississippi to which recorded plat reference is made for a more particular description.

It is expressly agreed that the laws and decisions of the State of Mississippi are expressly adapted to control this entire transaction.

CANCELLED BY AUTHORITY RECORDED IN BOOK 230 PAGE 706
THIS 7 DAY OF Nov. 19 78
H. D. Ferguson
CHANCERY CLERK

Lot 148
Partial Release of this Instrument Recorded in
Real Estate T/D Book
No. 230 Page 705
This 13th day of Sept 19 78
H. D. Ferguson Clerk

Lot 147
Partial Release of this Instrument Recorded in
Real Estate T/D Book
No. 211 Page 45
This 29 day of April 19 77
H. D. Ferguson Clerk

It is understood and agreed that this conveyance is made subject to and the parties hereto have agreed on and are bound by and will observe and fulfill the following covenants, stipulations and conditions as obligatory upon the respective parties:

First: This deed of trust secures not only the aforementioned indebtedness but also such future and additional advances as may be made to the grantors, or either of them, by the beneficiary in a sum of not exceeding $100,000.00 (the beneficiary to be the sole judge as to whether or not any such future or additional advancements will be made), as well as any additional indebtedness heretofore, now, or hereafter contracted with the beneficiary by the grantors, or either of them, before the cancellation of record of this instrument, whether such indebtedness be represented by promissory notes, open account, over-draft or otherwise, including also any indebtedness of any grantor made as joint maker, surety, endorser or guarantor, together with all extensions and renewals of any of the aforementioned obligations, or any part thereof, and whether otherwise secured or not.

Second: The grantors herein shall pay all taxes and assessments, general or special, which may be levied or assessed upon the property herein described promptly when the same shall become due, and keep the improvements situated upon said land insured at all times during the continuance of this deed of trust against loss or damage by fire, storm and other hazard for the maximum amount of insurance obtainable or in such amount as may be approved by the beneficiary, in some solvent insurance company or companies authorized to do business in the state of Mississippi, and satisfactory to the said beneficiary, with standard mortgage clause attached in favor of said beneficiary, or the legal holder of said note or notes, and shall have the policy or policies of insurance assigned and delivered to the legal holder or holders of the indebtedness secured hereby, and on failure so to do, then the legal holder of the note or notes, or either of them, may pay said taxes and assessments, redeem the property from any tax sale, or sales, if it has been sold, and insure said property, pay the premiums, and have a lien for the same, with interest at the rate of six per centum per annum from date until paid, and the trustee herein shall have all of the powers of sale or otherwise, in reference to said payments as for default in the payments of the original indebtedness, and the failure to promptly repay the legal holder or holders of the said note or notes, or either of them, any money so expended, upon demand, shall render the whole indebtedness herein secured, at the option of the legal holder of said indebtedness immediately due and payable. In event of loss or damage to the premises by fire or other hazard, the Grantors will give immediate notice by mail to the Beneficiary, who may make proof of loss if not made promptly by the Grantors, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Beneficiary instead of to the Grantors and the Beneficiary jointly, and the insurance proceeds or any part thereof, may be applied by the Beneficiary at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this Deed of Trust, or other transfer of title to the said premises in extingulahment 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.

T & S HOMES, INC.

BY R. E. Turman

R. E. Turman, President

ATTEST:

Walter H. Starr, Jr.

Walter H. Starr, Jr., Secretary-Treasurer

416

STATE OF MISSISSIPPI

COUNTY OF DESOTO

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

_____

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

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

_____
Notary Public

My Commission expires _____

STATE OF MISSISSIPPI

COUNTY OF DESOTO

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named R. E. Turman and Walter H. Starr, Jr.

who severally acknowledged that they are President and Secretary-Treasurer respectively of T & S Homes, Inc., a corporation, and that for and on behalf of said corporation and as its act and deed, they signed, sealed and delivered the above and foregoing instrument of writing on the day and in the year therein mentioned, they having been first duly authorized so to do.

GIVEN under my hand and official seal, this the 29th day of October, 19 75

Barbara J. Crisler
Notary Public

My Commission expires 3-8-76

Compliments of

LAND

Deed of Trust

FROM

TO

STATE OF MISSISSIPPI } Chancery Court
DeSoto County.

I certify that this Deed of Trust was filed for record in my office at 11 o'clock A. M., on the 31 day of October 19 75
and was duly recorded the _____ day of _____ 19____, on page _____
Book No. _____ in my office.
Witness my hand and seal of office this _____
day of _____ 19____

Chancery Clerk, D. C.

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

5.60 pd

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 11 o'clock
45 minutes P M. 31 day of October 1975, and that the same has been
recorded in Book 192 Page 413 records of REAL ESTATE TRUST DEEDS
of said County.
Witness my hand and seal this the 31 day of October 1975.

Fees $5.60 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 December 1, 1975 executed by Barry Bridgforth to K. N. Abele, et ux, as Trustee(s), Wm. F. Hagan as Beneficiary, which Deed of Trust is recorded in Book 151, Page 307, in the office of the Chancery Clerk of DeSoto County, Mississippi, the undersigned K. N. Abele, et ux, 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 Barry Bridgforth, the following described property located in DeSoto County, Mississippi, to-wit:

Lot 20, Windcrest Subdivision in Section 23, Township 1, Range 7 as recorded in Plat Book 10, pages 47-20 in the office of the Chancery Clerk of DeSoto County, Mississippi.

To have and to hold the aforesaid real property unto the said Barry Bridgforth 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 24th day of October, 19 75.

ATTEST:

K. N. Abele

By:
Mary Jane Abele

STATE OF MISSISSIPPI

COUNTY OF DESOTO

Personally appeared before me, the undersigned authority of law in and for the jurisdiction aforesaid, the within named K. N. Abele and Mary Jane Abele who acknowledged that as respectively, for and on behalf of and by authority of, 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 24th day of October, 1975 75

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 no minutes A M. 28 day of October 1975, and that the same has been recorded in Book 192 Page 417 records of REAL ESTATE TRUST DEEDS of said County.

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

Fees $ 2.50 pd.

SEAL H. H. Ferguson, CLERK

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST Class C

STATE OF MISSISSIPPI, DeSoto County. } ss.

KNOW ALL MEN BY THESE PRESENTS: That Peoples Bank & Trust

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

bearing date the 6th day of October, 19 72, made and executed by Haden K. Criswell &

Irene J. Criswell of Cedar View, Miss to Peoples Banak & 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 457

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

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, Janice C. Payne who acknowledged that he signed and

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

Given under my hand and seal of office this 28 day of Oct A. D. 19 75

My Commission Expires JAN. 18, 1977

Haden K. Criswell

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 30 minutes A M. 31 day of October 1975, and that the same has been recorded in Book 192 Page 418 records of REAL ESTATE TRUST DEEDS of said County.

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

Fees $2.50 pd.

SEAL H. D. Ferguson, CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK 697 PAGE 639
THIS 5 DAY OF April, 1994
W. E. Davis
CHANCERY CLERK
By B Cleveland DC

419

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 28th day of October, 1975, by and between Roger L. Gafford and wife, Lou Ann Gafford, hereinafter called the Grantor;

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

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

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

Lot 815, Section "C", Southaven West Subdivision, being in Township 1 South, Range 8 West, as shown on plat of record in Plat Book 2, at Pages 19, 20, 21, and 22 of Chancery Court Clerk's Office, DeSoto County, Mississippi, to which plat reference is hereby made for a more particular description of said property, being the same property conveyed to Parties of the First Part by Warranty Deed of Record in Book 54, Page 429 of records in Chancery Court Clerk's Office DeSoto County, Mississippi.

The funds derived from the indebtedness secured by this Deed of Trust have been entirely used to pay the seller all or a part of the purchase price of the property described above. Together with all carpeting located on improvements situated on the above described property, and it is the intention of the parties that these items are deemed part of the realty.

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

IN TRUST, HOWEVER, to secure to

Bailey Mortgage Company, a corporation organized and existing under the laws of the State of Mississippi, the payment of a certain promissory note of even date herewith in the principal sum of Eighteen Thousand Two Hundred and No/100********** Dollars ($ 18,200.00), 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 Bailey Mortgage Company, Post Office Box 1389 in Jackson, Mississippi or at such other place as the holder may designate, in writing, in monthly installments of One Hundred Forty Six and 51/100********** Dollars ($ 146.51), 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.

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

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

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

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

Assignment of this Instrument Recorded in Real Estate Deed Book No. 252 Page 70 This the 8 day of Nov. 19 79
L. 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 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 hereunto set their hand(s) the day and year herein first written above.

Roger L. Gafford

Lou Ann Gafford

Lou Ann Gafford
6071 Whitehead Drive

Southaven, Mississippi 38671

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 Roger L. Gafford and Lou Ann Gafford, his wife, who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned.

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

(SEAL)

My Commission Expires:
My Commission Expires April 28, 1978

Rose B. Lofton
NOTARY PUBLIC

STATE OF MISSISSIPPI

COUNTY OF Desoto } ss:

I, W. A. Ferguson, Clerk of the Court of the Chancery of said County, do hereby certify that the foregoing conveyance was filed for registration in this office at 10:30 o'clock A M., on the 31 day of October, 1975.

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock 30 minutes A M. 31 day of October 1975, and that the same has been recorded in Book 192 Page 419 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 31 day of October 1975.

Fees $ 4.50 pd.

SEAL W. A. Ferguson, CLERK

GPO 945.297

pd. 4.50

Perry, Tollison & Hewitt

422

LOT LOAN: Lot 71, Section A, Eastover 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 Estate Builders, Inc. to Rowan H. Taylor, Trustee, Wortman & Mann, Inc. and recorded in Book 188 at Pages 225 of the Records of Deeds or Deeds of Trust in your office.

Witness my signature, this the 22nd day of August, 19 75.

WORTMAN & MANN, INC.
Mortgage Loan Division

BY: James N. C. Moffat, III
James N. C. Moffat, III
Vice President

STATE OF MISSISSIPPI
COUNTY OF HINDS

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

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

Sarah B Hilliard
NOTARY PUBLIC

My Commission Expires:
My Commission Expires Jan. 27, 1978

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock 30 minutes A M. 31 day of October 1975, and that the same has been recorded in Book 192 Page 422 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 31 day of October 1975.
Fees $2.50 pd.
SEAL H. L. 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 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 "P" 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

CANCELED BY AUTHORITY RECORDED IN BOOK 209 PAGE 280
THIS 31 DAY OF Mar. 19 72
W. D. Ferguson
CHANCERY CLERK

In case the Grantor or its Vendees 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

426

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

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 30 minutes A M. 31 day of October 1975, and that the same has been recorded in Book 192 Page 423 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 31 day of October 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. D. Ferguson
CHANCERY CLERK

427

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

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.

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

430

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

DESOTO COUNTY
...in instrument was ...
...o'clock and ...
31
...and that the ...
Book No. ...
...y.
...d seal this ...
...19...
Clerk

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock
30 minutes A M. 31 day of October 1975, and that the same has been
recorded in Book 192 Page 427 records of REAL ESTATE TRUST DEEDS
of said County.
Witness my hand and seal this the 31 day of October 1975.
Fees $ 5.00 pd.

SEAL H. L. Ferguson, CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK 198 PAGE 66
THIS 1 DAY OF April 19 76
H.D. Trousdale
CHANCERY CLERK

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

DEED OF TRUST
LAND

THIS INDENTURE, this day made and entered into between REEVES-WILLIAMS, INC., 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, 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 Wilder
Notary Public

STATE OF MISSISSIPPI
COUNTY OF DESOTO

Personally appeared before me, the undersigned Notary Public in and for the jurisdiction aforesaid,

Robert M. Williams, Jr. and Hunter Brannon, who stated that they 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

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock 30 minutes A M. 31 day of October 1975, and that the same has been recorded in Book 192 Page 431 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 31 day of October 1975.

Fees $5.00 pd.

SEAL H. P. Ferguson, CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK
195 PAGE 166
THIS 12 DAY OF Dec 1976
[illegible]
CHANCERY CLERK

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

DEED OF TRUST
LAND

THIS INDENTURE, this day made and entered into between REEVES-WILLIAMS, INC., 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

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

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 1975

Mary K. Waller
Notary Public

My Commission Expires: 9-2-79

COUNTY
Clerk

STATE OF MISSISSIPPI, DESOTO COUNTY.

I certify that the within instrument was filed for record at 10 o'clock 30 minutes A M. 31 day of October 1975, and that the same has been recorded in Book 192 Page 435 records of REAL ESTATE TRUST DEEDS of said County.

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

Fees $ 5.00 pd.

SEAL H. P. Ferguson, CLERK

CANCELLED BY AUTHORITY, RECORDED IN BOOK
390 PAGE 312
THIS 2 DAY OF Feb 1987
H. D. Seymour
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 John David Box and wife Margaret S. Box of the first part, hereinafter designated as the Grantor, Dudley Bridgforth, Jr. Trustee, of the second part, hereinafter designated as Trustee, and Samuel Thomas Dillard and wife Camille Buck Dillard of the third part, hereinafter designated as the Beneficiary.

WITNESSETH: That whereas the Grantor is justly indebted to the beneficiary in the full sum of Nine thousand, three hundred ninety-eight & 27/100 ---------- DOLLARS ($9,398.27) evidenced by one promissory note of even date herewith in favor of the beneficiary, bearing interest at the rate of 8&1/2 per centum per annum after date , providing for the payment of attorney's fees in case of default and being due and payable as follows, to-wit:

AT the rate of $75.00 per month, untill indebtedness to Sperenda M. Basse is paid in full, at which time said monthly payments shall increase to $201.29 per month.Said payments to be amortized payments with interest to be at the rate of 8 & 1/2 per cent per annum . First payment to be due and payable on or before the ____ day of _____, 1975, One payment 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 county of DeSoto State of Mississippi, and more particularly described as follows, to-wit:

Lot 39 of Shakoka Lake Subdivision in Section 29, Township 1, Range 6, (also known as Maywood Subdivision) as shown on plat of record in Plat Book 24 page 172 and as amended by plats of record in Plat Book 26, page 231 and PLat Book 1, page 10-A of the Plat Book records of DeSoto County, Mississippi being the same property conveyed to grantor by Deed of Record in Deed Book 102, page 17.

Copyright Mississippi Bankers Association

Party of the first part reserves 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 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 888 of the Mississippi Code of 1942 and amendments if any thereto, and the trustee shall make deed to the purchaser or purchasers. Should the beneficiary, or the owner or holder of the note or notes secured hereby be a corporation, then in such event a declaration of default to the trustee, and a request for sale hereunder, may be made by any officer thereof. If the land covered hereby is situated in two or more counties, or in two judicial districts of the same county, the trustee may sell the whole in any of the counties, or in either of the judicial districts of a county in which any part of the land lies. Out of the proceeds of sale the trustee shall first pay the cost of advertising and making the sale; and secondly, he shall pay whatever items may have been incurred and remain unpaid in the protection of this security; then he shall pay such of the items of indebtedness secured hereby as may be outstanding in the order of their maturity, and any balance remaining in his hands shall be delivered to the grantor, or to his proper representatives, agents or assigns.

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

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

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

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

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

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

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

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

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

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

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

John David Box

John David Box

Margaret S. Box

STATE OF MISSISSIPPI,
COUNTY OF DESOTO

This day personally appeared before me, the undersigned authority, in and for the State and County aforesaid, the within named John David Box and wife Margaret S. Box 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 16 day of September 1975

My Commission Expires: 5-6-77

Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock 30 minutes A M. 31 day of October 1975, and that the same has been recorded in Book 142 Page 439 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 31 day of October 1975.

Fees $ 5.00 pd.

SEAL H. D. Ferguson, CLERK

442

Lot 8 "I" S/W

822,633

RELEASE OF DEED OF TRUST

KNOW ALL MEN BY THESE PRESENTS, that the undersigned is the true and lawful holder and owner of that certain indebtedness in the principal sum of $16,800.00 and all interest, evidenced by one negotiable promissory note, as set out in and secured by that certain Deed of Trust bearing date of June 17th 1966, executed by Jimmy L. Lovell and Wife, Pat R. Lovell , to Allied Investment Company , Trustee(s), of record in the Register's Office of DeSoto County, ~~Tennessee~~ Mississippi, in Deed Book 90 , page 173 , to which reference is made for description of the property conveyed and the indebtedness secured thereby.

And all the indebtedness secured by said Deed of Trust having been fully paid and discharged, The Philadelphia Saving Fund Society hereby releases and discharges the lien of said Deed of Trust aforesaid in full.

This the 10th day of October, 1975.

This instrument was prepared by:
Yvonne McGhee
Yvonne McGhee
12 South 12th Street
Philadelphia, Pennsylvania 19107

THE PHILADELPHIA SAVING FUND SOCIETY
Assistant Vice President
Corporate Secretary

STATE OF PENNSYLVANIA)
)TO-WIT:
CITY OF PHILADELPHIA)

Before me, Thomas C. Keiser , a Notary Public for the City in the State aforesaid, personally appeared C. A. Whayland and G. L. Baryai , with whom I am personally acquainted, and who upon oath acknowledged themselves to be the Assistant Vice President and Secretary, respectively, of The Philadelphia Saving Fund Society, and that he, as such Assistant Vice President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the Corporation by himself as Assistant Vice President, and that he, G. L. Baryai, as Corporate Secretary attested the same as Corporate Secretary.

WITNESS my hand and official seal at my office in Philadelphia, Pennsylvania on this the 10th day of October , 1975.

My commission expires:

Mississippi
(~~Tennessee~~ Form)

Notary Public

THOMAS C. KEISER
Notary Public, Philadelphia, Philadelphia Co.
My Commission Expires March 21, 1977

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock 30 minutes a M. 31 day of October 1975, and that the same has been recorded in Book 192 Page 442 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 31 day of October 1975.

Fees $2.50 pd.

SEAL 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

Thomas E. Watts and wife, Barbara S. Watts

to G. L. Oates , Trustee for the use and benefit of Wortman & Mann, Inc. beneficiary on the 25th day of September, 1975 encumbering certain lands in the County of DeSoto , State of Mississippi, which said Deed of Trust is recorded in Book 191 at Page 257 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 30th 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 30th day of October, 1975.

My Commission Expires Aug. 2, 1978

_____
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 30 minutes A M. 31 day of October 1975, and that the same has been recorded in Book 192 Page 443 records of REAL ESTATE TRUST DEEDS of said County.

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

Fees $ 2.50 pd.

SEAL H. P. Ferguson, CLERK

444

15874

51744

This instrument prepared by:

office of Chancery Court Clerk
DeSoto County Mississippi

TRUST DEED RELEASE

WHEREAS, By the hereinafter described trust deed, heretofore recorded in the ~~xxxx

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

DEED OF TRUST
LAND

THIS INDENTURE, this day made and entered into between CAROLYN KOCH BURFORD

of the first part, hereinafter designated as the Grantor,

JAMES W. AMOS Trustee, of the second part, hereinafter designated as Trustee, and

COLLEEN G. ENGEL of the third part, hereinafter designated as the Beneficiary.

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

SIX THOUSAND SIX HUNDRED AND NO/100 ---------- DOLLARS

($ 6,600.00) evidenced by one promissory note of even date herewith in favor of the beneficiary, bearing interest at the rate of 8 per centum per annum after date , providing for the payment of attorney's fees in case of default and being due and payable as follows, to-wit:

On or before January 1, 1980

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

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

State of Mississippi, and more particularly described as follows, to-wit:
2 acres in the Southwest Quarter of Section 25, Township 1, Range 8 described as COMMENCING at the intersection of the North line of Goodman Road (80 ft. wide) and the West line of said Section 25; thence with the North line of said road east 826.13 ft. to a point, thence north 417.5 ft. to the point of beginning; thence north along the west line of the Hyden property 417.5 ft. to a point, thence east and parallel with Goodman Road 208.75 ft. to the iron pin, thence south parallel with the west line of the Hyden property 417.5 ft. to a point, thence west and parallel with Goodman Road 208.75 ft. to the point of beginning containing 2 acres and being the same land conveyed by deed in Book 76, Page 205.

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 31 day of October 1975

Colleen G Engel
COLLEEN G. ENGEL

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 COLLEEN G. ENGEL

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 31 day of October 1975

My Commission Expires: COMMISSION EXPIRES MAY 6 1978

Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 1 o'clock
10 minutes P M. 31 day of October 1975, and that the same has been
recorded in Book 192 Page 445 records of REAL ESTATE TRUST DEEDS
of said County.
Witness my hand and seal this the 31 day of October 1975.

Fees $5.00 pd.

SEAL H. P. Ferguson, CLERK

448

oil & G.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 4th day of October 19 72, made and executed by James T. Morgan and Graceyne Morgan 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 148 on page 541 of the Record of Trust Deeds, on the 6th day of October A. D. 19 72, is now fully paid and satisfied; and I do hereby authorize the Clerk of the Chancery Court of said DeSoto County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of said County also as provided by law. This the 30th 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, Notary Public in and for County and State aforesaid, A. S. Ballard, Jr., President who acknowledged that he signed and delivered the above and foregoing instrument on the day and date for the purpose therein mentioned, as the act and deed of said The Hernando Bank, after first being duly authorized and empowered to so do.

Given under my hand and seal of office this 30th day of October 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 30 minutes A M. 31 day of October 1975, and that the same has been recorded in Book 192 Page 448 records of REAL ESTATE TRUST DEEDS of said County.

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

Fees $2.50 pd.

SEAL H. D. Ferguson, CLERK

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 9th day of November 19 70, made and executed by Robert O. Langston and Ruth S. Langston 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. 122 on page 141 of the Record of Trust Deeds, on the 16th day of November, A. D. 19 70, is now fully paid and satisfied; and I do hereby authorize the Clerk of the Chancery Court of said DeSoto County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of said County also as provided by law. This the 30th 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, Notary Public in and for County and State aforesaid, A. S. Ballard, Jr., President who acknowledged that he signed and delivered the above and foregoing instrument on the day and date for the purpose therein mentioned, as the act and deed of said The Hernando Bank, after first being duly authorized and empowered to so do.

Given under my hand and seal of office this 30th day of October A. D. 19 75

Elois M. Barbee

My Commission Expires Jan. 7, 1978

LAWYERS-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. 31 day of October 1975, and that the same has been recorded in Book 192 Page 449 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 31 day of October 1975.
Fees $2.50 pd.

SEAL H. D. Ferguson, CLERK

450

all B.P.

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 December 19 72, made and executed by Malcolm G. Leonard and Sylvia Leonard of to The Hernando Bank the above named beneficiary, and recorded in the office of the Chancery Clerk of DeSoto County, in the State of Mississippi in Real Estate Trust Deed Record No. 151 on page 160 of the Record of Trust Deeds, on the 5th day of December, A. D. 19 72, is now fully paid and satisfied; and I do hereby authorize the Clerk of the Chancery Court of said DeSoto County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of said County also as provided by law. This the 30th 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, 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.

Given under my hand and seal of office this 30th day of October A. D. 1975

My Commission Expires Jan. 7, 1978

Elois M. Barbee

LAWYERS-GREENWOOD 87844

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock 30 minutes A M. 31 day of October 1975, and that the same has been recorded in Book 192 Page 450 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 31 day of October 1975.

Fees $2.50 pd.

SEAL H. D. Ferguson, CLERK

RELEASE

(Mississippi)

All indebtedness secured by a certain Deed of Trust from Crander L. Williams and wife, Ruthie Lee Williams to F. C. Holmes, Jr., Trustee, for the use and benefit of William Culbreath and/or wife, Bernice Stone Culbreath, dated August 1, 1968, and recorded in Book 103, page 333, of the records of Mortgage and Deeds of Trust in the Office of the Chancery Court Clerk of DeSoto County, Mississippi, having been fully paid, the undersigned William Culbreath and wife, Bernice Stone Culbreath, 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 William Culbreath and wife, Bernice Stone Culbreath have hereunto set their hands (or caused its corporate name signed hereto by and through its proper officers duly authorized so to do), this the _____ day of October, 1975.

William Culbreath

Bernice Stone Culbreath

STATE OF TENN.

COUNTY OF SHELBY

Personally appeared before me, the undersigned authority in and for said State and County, the within named William Culbreath and wife, Bernice Stone Culbreath, who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned and for the purpose therein mentioned.

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

Mrs. Ted Nicholson

Notary Public

My commission expires:

STATE OF

COUNTY OF

This day personally appeared before, the undersigned authority in and for said State and County, the within named _____ and _____, known to me to be the _____ and _____ respectively of _____

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 30 minutes A M. 31 day of October 1975, and that the same has been recorded in Book 142 Page 451 records of REAL ESTATE TRUST DEEDS of said County.

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

Fees $ 2.50 pd.

SEAL H. L. Ferguson, CLERK

HMC # 42-31-009

Assignment of Deed of Trust

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

For value received, HAMILTON MORTGAGE CORPORATION, a Tennessee corporation having an office at 6065 Roswell Road, N.E., Atlanta, Georgia 30328 ("Assignor"), hereby transfers, assigns and conveys unto MANUFACTURERS HANOVER TRUST COMPANY, a New York banking corporation having an office at 350 Park Avenue, New York, New York 10022 ("Assignee"), all its right, title and interest in, to and under that certain Deed of Trust , dated May 14, 1974, from Baum Hoover Morris Enterprises, a partnership composed of Phillip Baum, Duane L. Hoover and Larry C. Morris to Mid-South Title Company, Inc., Trustee, securing for Hamilton Mortgage Corporation the original principal sum of $78,000.00, and recorded on May 23, 1974, in Book 175 , page 407, of the Real Estate records of DeSoto County, Mississippi, as corrected by a Deed of Trust of Correctioin and Confirmation, dated May 14, 1974, and recorded on February 19, 1975, in Book 183 , page 351 , as well as to the land described therein and the indebtedness with the interest secured thereby, to have and to hold the same unto the Assignee and to the successors, legal representatives and assigns of the Assignee forever. This assignment is made without reccurse, and is given as collateral security for loans made to Assignor.

In witness whereof, the Assignor has duly executed this assignment in New York, New York as of the 3rd day of September, 1975 .

SIGNED AND SEALED
IN PRESENCE OF:

HAMILTON MORTGAGE CORPORATION

By Ralph S. Mucci
Ralph S. Mucci, Vice President

ANDREA G. TILLIS
Notary Public, State of New York
No. 31-4937600
Qualified in New York County
Commission Expires March 30, 1976

(Seal)

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

On this day before me, a Notary Public qualified in the State and County aforesaid, personally appeared Ralph S. Mucci, to me personally known, who, being by me duly sworn, did say that he is the Vice President of Hamilton Mortgage Corporation, and that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that said instrument was signed and sealed in behalf of the corporation by authority of its board of directors, and said Ralph S. Mucci acknowledged said instrument to be the free act and deed of the corporation.

Witness my hand and official seal this 27th day of October, 1975.

(Seal)

ANDREA G. TILLIS
Notary Public, State of New York
No. 31-4937600
Qualified in New York County
Commission Expires March 30, 1976

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock 30 minutes A M. 31 day of October 1975, and that the same has been recorded in Book 192 Page 452 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 31 day of October 1975.

Fees $2.50 pd.

SEAL H. P. Ferguson, CLERK

PARTIAL RELEASE

o/t D.R.

For and in consideration of the sum of TEN DOLLARS ($10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, THE HERNANDO BANK, Hernando, Mississippi, ---------- does hereby release from the lien of the Deed of Trust given by REEVES-WILLIAMS, INC., A Mississippi Corporation, ---------- for the benefit of THE HERNANDO BANK, Hernando, Mississippi, ---------- which Deedsof Trust are dated January 7 , 1975, and June 23,1975, and recorded in Deedsof Trust Book 182 , Page 475 and in Book 187, Page 221, 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. 12 , Oak Grove Subdivision, Revised Plat, in Section 13 , Township 3 South, Range 8 West (DeSoto County, Mississippi), as recorded in Plat Book 13, Page 38, in the Office of the Chancery Clerk of DeSoto County, Mississippi; to which plat reference is made for a more particular description of said lot.

SUBJECT TO: City of Hernando ordinances on subdivision and zoning; Rights-of-Way and Easements for public roads and public utilities, and Restrictive Covenants for said subdivision as recorded in Plat Book 13, Page 38 in said Clerk's Office.

In all other respects said Deedsof Trust recorded in Deedsof Trust Book 182, Page 475 and in Book 187, Page 221, 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 Deedsof Trust.

WITNESS the signature of the Grantor this, the 30th day of October, 1975.

THE HERNANDO BANK
Hernando, Mississippi

By _____
A. S. Ballard, Jr., PRESIDENT

STATE OF MISSISSIPPI

COUNTY OF DeSOTO

THIS DAY personally appeared before me, the undersigned authority in and for said County and State, A. S. BALLARD, JR., the President of THE HERNANDO BANK, Hernando, Mississippi, who acknowledged that he signed and delivered the foregoing Partial Release on the date mentioned therein and for the purposes expressed.

GIVEN under my hand and Official Seal this, the 30th day of October, 1975.

(SEAL)

Ellen 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 10 o'clock 30 minutes A M. 31 day of October, 1975, and that the same has been recorded in Book 192 Page 453 records of REAL ESTATE TRUST DEEDS of said County.

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

Fees $ 3.50 pd.

SEAL H. L. Ferguson, CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK 205 PAGE 390
THIS 28 DAY OF Oct. 1976
CHANCERY CLERK

Assignment of this Instrument Recorded in Real Estate Book No. 195 Page 673
This the 5 day of Nov 1976
Clerk

455

DEED OF TRUST

Alfred F. McDaniel and Shirley G. McDaniel (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 602, 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 December, 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 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 15th day of October, 1975.

Alfred F. McDaniel

Shirley G. McDaniel

STATE OF MISSISSIPPI
COUNTY OF DESOTO

Personally appeared before me, a notary public in and for said county and state, the above named ALFRED F. McDANIEL AND WIFE, SHIRLEY G. McDANIEL, 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 15th day of October, 1975.

NOTARY PUBLIC

My commission expires:

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 4 o'clock 45 minutes P M. 31 day of Oct. 1975, and that the same has been recorded in Book 192 Page 455 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 3 day of November 1975.

Fees $ 3.50 pd.

SEAL H. L. Ferguson, CLERK

Assignment of this Instrument Recorded in Real Estate T/D Book No. 299 Page 705 This the 5 day of July 1983 H. G. Ferguson Clerk

457

Assignment of this Instrument Recorded in Real Estate T D Book No. 195 Page 677 This the 5 day of Feb 19 76 H. D. Ferguson Clerk

DEED OF TRUST

James E. Walker and Wife, Sue A. Walker
Walter L. Walker and Wife Fay E. Walker 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 643, 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.

CANCELLED BY AUTHORITY RECORDED IN BOOK 363 PAGE 646 THIS 29 DAY OF April 1986 H. D. Ferguson CHANCERY CLERK DS.

This is the first lien on the above described property.

IN TRUST FOR THE FOLLOWING PURPOSES:

I. (A) To secure the payment of the following note or notes in favor of S&W CONSTRUCTION COMPANY OF TENN., INC., A Tennessee Corporation dated even herewith,

in the amount of Five Thousand Four Hundred Dollars and No Cents Dollars ($ 5,400.00), bearing interest at the rate of 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 $ 71.37 each beginning the 1st day of December, 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 14th day of September, 1975.

James E. Walker

James E. Walker

Sue A. Walker

Sue A. Walker

Walter L. Walker

Walter L. Walker

Fay E. Walker

Fay E. Walker

STATE OF MISSISSIPPI
COUNTY OF DESOTO

Personally appeared before me, a notary public in and for said county and state, the above named James E. Walker, Sue A. Walker, Walter L. Walker, Fay E. Walker who acknowledged that they signed, sealed, and delivered the foregoing Trust Deed on the date named.

GIVEN under my hand and seal of office, this the 14th day of October, 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 4 o'clock 45 minutes P M. 31 day of Oct. 1975, and that the same has been recorded in Book 192 Page 457 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 3 day of Nov. 1975.

Fees $ 3.50 pd.

SEAL H. P. Ferguson, CLERK

Assignment of this Instrument Recorded in Real Estate T 12 Book No. 202 Page 715 This the 4 day of Aug 19 76
B. D. Ferguson Clerk

Assignment of this Instrument Recorded in Real Estate T 12 Book No. 196 Page 5 This the 5 day of Feb 19 76
B. D. Ferguson Clerk

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DEED OF TRUST

ROLAND P. BRADLEY AND WIFE, MILDRED BRADLEY 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 537, 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.

Paid, Satisfied and Cancelled.
This 6th day of November 1979
James W. Amos Trustee
ATTEST
W. B. Davis Chancery Clerk
by S. Carroll D.C.

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 ($ 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

Assignment of this Instrument Recorded in Real Estate T 1D Book No. 203 Page 613 This the 2 day of Sept 19 76
B. D. Ferguson Clerk

Assignment of this Instrument Recorded in Real Estate T 1D Book No. 203 Page 512 This the 31 day of Aug 19 76
B. D. Ferguson Clerk

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

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

VI. Should the trustee take possession of the property herein conveyed, such trustee may without court proceedings, enter upon and take possession of said property and he shall have the right to the management, control and collection of said property as well as the rents, issues, and profits arising therefrom and in order to effectually carry out this purpose, said trustee or his successors and the beneficiaries under this deed of trust it is agreed and understood, will be entitled to have a receiver appointed by order of any court of competent jurisdiction, which receiver may be appointed as a matter of right and without any further notice and the trustee herein or his successors may be appointed as such receiver and until so appointed, he may act in all matters in connection with the property and rights hereunder conveyed as if he were a trustee subject to all the terms and conditions of this trust properly appointed by decree of court.

WITNESS our signatures, this the 13th day of September, 1975.

Roland P. Bradley

Mildred Bradley

STATE OF MISSISSIPPI
COUNTY OF DESOTO

Personally appeared before me, a notary public in and for said county and state, the above named ROLAND P. BRADLEY AND WIFE, MILDRED BRADLEY, 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 1976

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 4 o'clock 45 minutes P M., 31 day of Oct., 1975, and that the same has been recorded in Book 192 Page 459 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 3 day of Nov., 1975.

Fees $ 3.50 pd.

SEAL H. P. Ferguson, CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK 340 PAGE 245
THIS 6 DAY OF June 19 85
H. B. Ferguson D.C.
CHANCERY CLERK

Assignment of this Instrument Recorded in Real Estate T D Book No. 195 Page 480
This the 5 day of Feb 19 76
H. B. Ferguson Clerk

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DEED OF TRUST

WILLIAM E. RICH AND WIFE, PEGGY RICH 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 610, 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, 197 5, with a like installment due and payable on or before the First day of each succeeding month thereafter until paid in full.

(B) Also any amount paid out or contracted to be paid, by the holder of said indebtedness to protect the property herein described or the title thereto, including insurance, taxes, assessments, and any other liens or charges. All such additional indebtedness or advances, when not otherwise specified by contract to bear ten (10) per cent interest from date made, and due on demand.

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

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

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

IV. If said grantor or grantors should make default in any one or more of the obligations and conditions undertaken by them herein; or if the Trustee or owner or owners hereof should at any time believe any of the property herein conveyed endangered as security by remaining in grantor's possession; or if the grantors or either of them, should be adjudged a bankrupt under either the Federal Bankruptcy Laws, or the State Insolvency Laws, then the owner or owners of said indebtedness, or any part thereof, shall have the right to declare the entire indebtedness of every

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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 28th day of September, 1975.

William E. Rich
WILLIAM E. RICH

Peggy A. Rich
PEGGY RICH

STATE OF MISSISSIPPI
COUNTY OF DESOTO

Personally appeared before me, a notary public in and for said county and state, the above named WILLIAM E. RICH AND WIFE, PEGGY RICH, who acknowledged that they signed, sealed, and delivered the foregoing Trust Deed on the date named.

GIVEN under my hand and seal of office, this the 28th day of September, 1975.

NOTARY PUBLIC

My commission expires:
[illegible]

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 4 o'clock 45 minutes P M. 31 day of Oct. 1975, and that the same has been recorded in Book 192 Page 461 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 3 day of Nov. 1975.

Fees $3.50 pd.

SEAL H. L. Ferguson, CLERK

Assignment of this Instrument filed in Real Estate T/D book No. 299 Page 705 This the 6 day of July 19 80 H. G. Ferguson Clerk

Assignment of this Instrument filed in Real Estate T/D book No. 195 Page 391 This the 29 day of Jan. 19 76 H. G. Ferguson Clerk

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CANCELLED BY AUTHORITY RECORDED IN BOOK 351 PAGE 692 THIS 13 DAY OF Nov. 19 75 H. G. Ferguson CHANCERY CLERK

DEED OF TRUST

HARVEY N. JENKINS AND WIFE, OMEGA JENKINS 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 561, Section C, Bridgetown Subdivision, as shown by the plat recorded in Plat Book 13, Page 42 in the office of the Chancery Clerk of DeSoto County, Mississippi, in Section 23, Township 2, Range 7 West.

This is the first lien on the above described property.

IN TRUST FOR THE FOLLOWING PURPOSES:

I. (A) To secure the payment of the following note or notes in favor of S&W CONSTRUCTION COMPANY OF TENN., INC., A Tennessee Corporation dated even herewith,

in the amount of Six Thousand Two Hundred Dollars and No Cents Dollars ($ 6200.00), 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 $ 81.95 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

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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 22nd day of September, 1975.

Harvey N. Jenkins

Harvey N. Jenkins

Omega Jenkins

Omega Jenkins

STATE OF MISSISSIPPI
COUNTY OF DESOTO

Personally appeared before me, a notary public in and for said county and state, the above named HARVEY N. JENKINS AND WIFE, OMEGA JENKINS, 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 22nd day of September, 1975.

NOTARY PUBLIC

My commission expires:
Jan 6, 1976

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 4 o'clock 45 minutes P M. 31 day of Oct. 1975, and that the same has been recorded in Book 192 Page 463 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 3 day of November 1975.

Fees $3.50 pd.

SEAL H. L. Ferguson, CLERK

Assignment of this Instrument Recorded in
Real Estate T/D Book
No 196 Page 1
This the 5 day of Feb 19 76
B. D. Ferguson Clerk

DEED OF TRUST

John A. Wilburn and/or Katherine Wilburn (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 409, Section C, Bridgetown Subdivision, as shown by the plat recorded in Plat Book 13, Page 42 in the office of the Chancery Clerk of DeSoto County, Mississippi, in Section 23, Township 2, Range 7 West.

This is the first lien on the above described property.

IN TRUST FOR THE FOLLOWING PURPOSES:

I. (A) To secure the payment of the following note or notes in favor of S&W CONSTRUCTION COMPANY OF TENN., INC., A Tennessee Corporation dated even herewith,

in the amount of Thirteen Thousand Dollars and No Cents Dollars ($ 13,000.00), 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 $ 171.80 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

CANCELLED BY AUTHORITY RECORDED IN BOOK
276 PAGE 285
THIS 31 DAY OF August 19 81
H. D. Ferguson
CHANCERY CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK
THIS PAGE 1
THIS DAY OF

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 26th day of September, 1975.

John A. Wilburn

John A. Wilburn

Katherine Wilburn

Katherine Wilburn

STATE OF MISSISSIPPI
COUNTY OF DESOTO

Personally appeared before me, a notary public in and for said county and state, the above named John A. Wilburn and/or Katherine Wilburn (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 26th day of September, 1975.

NOTARY PUBLIC

My commission expires:

June 1, 1976

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 4 o'clock 45 minutes P. M. 31 day of Oct. 1975, and that the same has been recorded in Book 192 Page 465 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 3 day of Nov. 1975.

Fees $ 3.50 pd.

SEAL H. L. Ferguson, CLERK

Assignment of this Instrument Recorded in Real Estate T.D. Book No. 195 Page 389 This the 26 day of Jan 19 76
B.B. Ferguson Clerk

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

DEED OF TRUST

Alvin E. Halfacre, Sr. and/or Betty A. Halfacre (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 532, Section C, Bridgetown Subdivision, as shown by the plat recorded in Plat Book 13, Page 42 in the office of the Chancery Clerk of DeSoto County, Mississippi, in Section 23, Township 2, Range 7 West.

This is the first lien on the above described property.

IN TRUST FOR THE FOLLOWING PURPOSES:

I. (A) To secure the payment of the following note or notes in favor of S&W CONSTRUCTION COMPANY OF TENN., INC., A Tennessee Corporation dated even herewith,

in the amount of Five Thousand Four Hundred Dollars and No Cents Dollars ($ 5,400.00), bearing interest at the rate of 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 $ 71.37 each beginning the 1st day of December, 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

RECORDED IN BOOK 362 PAGE 165 THIS 4 DAY OF April 19 84
N.B. Ferguson D.S. CHANCERY CLERK

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

V. The owner, or owners of said indebtedness whether they be the original owner, or owners by assignment, may, whenever they deem fit appoint a trustee in the place of the one herein named, or any subsequent trustee; and if there be more than one owner of said indebtedness and they should disagree as to who should be appointed trustee, then the one making the first appointment according to lsw, 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 11th day of October, 1975.

Alvin E. Halfacre Sr.
Alvin E. Halfacre, Sr.

Betty A Halfacre
Betty A. Halfacre

STATE OF MISSISSIPPI
COUNTY OF DESOTO

Personally appeared before me, a notary public in and for said county and state, the above named Alvin E. Halfacre, Sr. and/or Betty A. Halfacre (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 11th day of October, 1975.

NOTARY PUBLIC

My commission expires:
June 10 76

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 4 o'clock 45 minutes P. M. 31 day of Oct. 1975, and that the same has been recorded in Book 192 Page 467 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 3 day of November 1975.
Fees $3.50 pd.
SEAL H. L. Ferguson, CLERK

Assignment of this Instrument Recorded in Real Estate T D Book
No. 202 Page 715
This the 4 day of Sept 1976
W. D. Ferguson Clerk

Assignment of this Instrument Recorded in Real Estate T D Book 469
No. 195 Page 676
This the 5 day of Feb 1976
W. D. Ferguson Clerk

Paid, Satisfied and Cancelled.
This 28th day of March 1980
Victor Cuneo
Trustee
ATTEST
W. L. Davis
by D. Taylor, D.C.
Chancery Clerk

DEED OF TRUST

Victor Cuneo and Wife, Betty J Cuneo 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 572, Section C, Bridgetown Subdivision, as shown by the plat recorded in Plat Book 13, Page 42 in the office of the Chancery Clerk of DeSoto County, Mississippi, in Section 23, Township 2, Range 7 West.

This is the first lien on the above described property.

IN TRUST FOR THE FOLLOWING PURPOSES:

I. (A) To secure the payment of the following note or notes in favor of S&W CONSTRUCTION COMPANY OF TENN., INC., A Tennessee Corporation dated even herewith, in the amount of Six Thousand Seven Hundred Dollars and No Cents Dollars ($ 6,700.00), bearing interest at the rate of 10 per centum per annum after date, providing for the payment of attorney's fees in case of default and being due and payable as follows, to-wit:

Monthly installments of $ 88.55 each beginning the 1st day of December, 1975, with a like installment due and payable on or before the First day of each succeeding month thereafter until paid in full.

(B) Also any amount paid out or contracted to be paid, by the holder of said indebtedness to protect the property herein described or the title thereto, including insurance, taxes, assessments, and any other liens or charges. All such additional indebtedness or advances, when not otherwise specified by contract to bear ten (10) per cent interest from date made, and due on demand.

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

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

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

IV. If said grantor or grantors should make default in any one or more of the obligations and conditions undertaken by them herein; or if the Trustee or owner or owners hereof should at any time believe any of the property herein conveyed endangered as security by remaining in grantor's possession; or if the grantors or either of them, should be adjudged a bankrupt under either the Federal Bankruptcy Laws, or the State Insolvency Laws, then the owner or owners of said indebtedness, or any part thereof, shall have the right to declare the entire indebtedness of every kind secured by this deed of trust due and payable, and said Trustee shall take possession of said property and sell the same, or a sufficiency thereof to pay said indebtedness, at public outcry for cash to the highest bidder, such sales to be

Re-rec correction
Assignment of this Instrument Recorded in Real Estate T D Book
No. 203 Page 613
This the 2 day of Sept 1976
W. D. Ferguson Clerk

correction
Assignment of this Instrument Recorded in Real Estate T D Book
No. 203 Page 512
This the 31 day of Aug 1976
W. D. Ferguson Clerk

470

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

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

VI. Should the trustee take possession of the property herein conveyed, such trustee may without court proceedings, enter upon and take possession of said property and he shall have the right to the management, control and collection of said property as well as the rents, issues, and profits arising therefrom and in order to effectually carry out this purpose, said trustee or his successors and the beneficiaries under this deed of trust it is agreed and understood, will be entitled to have a receiver appointed by order of any court of competent jurisdiction, which receiver may be appointed as a matter of right and without any further notice and the trustee herein or his successors may be appointed as such receiver and until so appointed, he may act in all matters in connection with the property and rights hereunder conveyed as if he were a trustee subject to all the terms and conditions of this trust properly appointed by decree of court.

WITNESS our signatures, this the 20th day of July, 1975.

Victor Cuneo

Victor Cuneo

Betty J. Cuneo

Betty J. Cuneo

STATE OF MISSISSIPPI
COUNTY OF DESOTO

Personally appeared before me, a notary public in and for said county and state, the above named VICTOR CUNEO AND WIFE, BETTY J. CUNEO, 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 July, 1975.

Peter Bell
NOTARY PUBLIC

My commission expires:
June 6, 1976

STATE OF MISSISSIPPI, DeSOTO COUNTY
I certify that the within instrument was filed for record at 4 o'clock and 45 minutes P M 31st 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, DESOTO COUNTY
I certify that the within instrument was filed for record at 4 o'clock 45 minutes P M. 31 day of Oct. 1975, and that the same has been recorded in Book 192 Page 469 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 3 day of Nov. 1975.

Fees $ 2.50 pd.

SEAL H. D. Ferguson, CLERK

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

Assignment of this Instrument Recorded in Real Estate T/D Book No. 195 Page 675 This the 5 day of Feb. 19 86
H. G. Ferguson Clerk

471

DEED OF TRUST

WILLIAM A. WRIGHT and/or SUSAN R. WRIGHT (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 441, 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 December, 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

CANCELLED BY AUTHORITY RECORDED IN BOOK 358 PAGE 264 THIS 13 DAY OF Feb 1986
W. G. Ferguson CHANCERY CLERK
D.S.

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

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

VI. Should the trustee take possession of the property herein conveyed, such trustee may without court proceedings, enter upon and take possession of said property and he shall have the right to the management, control and collection of said property as well as the rents, issues, and profits arising therefrom and in order to effectually carry out this purpose, said trustee or his successors and the beneficiaries under this deed of trust it is agreed and understood, will be entitled to have a receiver appointed by order of any court of competent jurisdiction, which receiver may be appointed as a matter of right and without any further notice and the trustee herein or his successors may be appointed as such receiver and until so appointed, he may act in all matters in connection with the property and rights hereunder conveyed as if he were a trustee subject to all the terms and conditions of this trust properly appointed by decree of court.

WITNESS our signatures, this the 23rd day of October, 1975.

William A. Wright
WILLIAM A. WRIGHT

Susan R. Wright
SUSAN R. WRIGHT

STATE OF MISSISSIPPI
COUNTY OF DESOTO

Personally appeared before me, a notary public in and for said county and state, the above named WILLIAM A. WRIGHT and/or SUSAN R. WRIGHT (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 23rd day of October, 1975.

NOTARY PUBLIC

My commission expires:
June 1976

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 4 o'clock 45 minutes P M. 31 day of Oct. 1975, and that the same has been recorded in Book 192 Page 471 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 3 day of Nov. 1975.
Fees $3.50 pd.
SEAL H. L. Ferguson, CLERK

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

Assignment of this Instrument Recorded in
Real Estate T/D Book
No. 196 Page 2
This the 5 day of Feb 19 86
H. G. Ferguson Clerk

473

DEED OF TRUST

CARLTON L. HARMON AND WIFE, LINDA R. HARMON 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 593, 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.

CANCELLED BY AUTHORITY RECORDED IN BOOK 355 PAGE 477
27th DAY OF Dec. 19 85
H. G. Ferguson CHANCERY CLERK
by D. Taylor, D.C.

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 ($ 6300.00), 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, 197 5, with a like installment due and payable on or before the First day of each succeeding month thereafter until paid in full.

(B) Also any amount paid out or contracted to be paid, by the holder of said indebtedness to protect the property herein described or the title thereto, including insurance, taxes, assessments, and any other liens or charges. All such additionnal 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 16th day of July, 1975.

Carlton L. Harmon
CARLTON L. HARMON

Linda R. Harmon
LINDA R. HARMON

STATE OF MISSISSIPPI
COUNTY OF DESOTO

Personally appeared before me, a notary public in and for said county and state, the above named CARLTON L. HARMON AND WIFE, LINDA R. HARMON, 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 16th day of July, 1975.

NOTARY PUBLIC

My commission expires:
Jan 6 1976

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 4 o'clock 45 minutes P. M., 31 day of Oct. 1975, and that the same has been recorded in Book 192 Page 473 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 3 day of November 1975.
Fees $ 3.50 pd.
SEAL H. D. Ferguson, CLERK

Assignment of this Instrument Recorded in Deed Book T-5 No. 195 Page 679 This the 5 day of Jan 1976
B.D. Ferguson Clerk

475

DEED OF TRUST

DUDLEY B. HOOVER AND WIFE, L. G. HOOVER 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 538, 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, 197 5, with a like installment due and payable on or before the First day of each succeeding month thereafter until paid in full.

(B) Also any amount paid out or contracted to be paid, by the holder of said indebtedness to protect the property herein described or the title thereto, including insurance, taxes, assessments, and any other liens or charges. All such additional indebtedness or advances, when not otherwise specified by contract to bear ten (10) per cent interest from date made, and due on demand.

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

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

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

IV. If said grantor or grantors should make default in any one or more of the obligations and conditions undertaken by them herein; or if the Trustee or owner or owners hereof should at any time believe any of the property herein conveyed endangered as security by remaining in grantor's possession; or if the grantors or either of them, should be adjudged a bankrupt under either the Federal Bankruptcy Laws, or the State Insolvency Laws, then the owner or owners of said indebtedness, or any part thereof, shall have the right to declare the entire indebtedness of every

CANCELLED BY AUTHORITY RECORDED IN BOOK 238 PAGE 657
THIS 28 DAY OF Feb. 1979
H. B. Ferguson
CHANCERY CLERK

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

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

VI. Should the trustee take possession of the property herein conveyed, such trustee may without court proceedings, enter upon and take possession of said property and he shall have the right to the management, control and collection of said property as well as the rents, issues, and profits arising therefrom and in order to effectually carry out this purpose, said trustee or his successors and the beneficiaries under this deed of trust it is agreed and understood, will be entitled to have a receiver appointed by order of any court of competent jurisdiction, which receiver may be appointed as a matter of right and without any further notice and the trustee herein or his successors may be appointed as such receiver and until so appointed, he may act in all matters in connection with the property and rights hereunder conveyed as if he were a trustee subject to all the terms and conditions of this trust properly appointed by decree of court.

WITNESS our signatures, this the 27th day of September, 1975.

Dudley B. Hoover
DUDLEY B. HOOVER

L. G. Hoover
L. G. HOOVER

STATE OF MISSISSIPPI
COUNTY OF DESOTO

Personally appeared before me, a notary public in and for said county and state, the above named DUDLEY B. HOOVER AND WIFE, L. G. HOOVER, 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 27th day of September, 1975.

NOTARY PUBLIC

My commission expires:
June 1976

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 4 o'clock 45 minutes P M. 31 day of Oct. 1975, and that the same has been recorded in Book 192 Page 475 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 3 day of NOV. 1975.
Fees $3.50 pd.
SEAL H. D. Ferguson, CLERK

Assignment of this Instrument Recorded in
Real Estate T/D Book
No. 195 Page 678
This the 5 day of Feb 19 76
B. B. Ferguson Clerk

477

DEED OF TRUST

Richard L. Swanson and/or Linda G. Swanson (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 600, 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 annun 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

Assignment of this Instrument Recorded in
Real Estate T/D Book
No. 206 Page 452
This the 7 day of Dec 19 76
B. B. Ferguson Clerk

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

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

VI. Should the trustee take possession of the property herein conveyed, such trustee may without court proceedings, enter upon and take possession of said property and he shall have the right to the management, control and collection of said property as well as the rents, issues, and profits arising therefrom and in order to effectually carry out this purpose, said trustee or his successors and the beneficiaries under this deed of trust it is agreed and understood, will be entitled to have a receiver appointed by order of any court of competent jurisdiction, which receiver may be appointed as a matter of right and without any further notice and the trustee herein or his successors may be appointed as such receiver and until so appointed, he may act in all matters in connection with the property and rights hereunder conveyed as if he were a trustee subject to all the terms and conditions of this trust properly appointed by decree of court.

WITNESS our signatures, this the 21st day of September, 1975.

Richard L. Swanson

Linda G. Swanson

STATE OF MISSISSIPPI
COUNTY OF DESOTO

Personally appeared before me, a notary public in and for said county and state, the above named Richard L. Swanson and/or Linda G. Swanson (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:

Jan 6 1976

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 4 o'clock 45 minutes P M. 31 day of Oct. 1975, and that the same has been recorded in Book 192 Page 477 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 3 day of Nov. 1975.

Fees $ 3.50 pd.

SEAL H. L. Ferguson, CLERK

Assignment of this Instrument Recorded in Real Estate T 19 Book 479
No. 195 Page 674
This the 5 day of Feb. 1976
B. B. Ferguson

Assignment of this Instrument Recorded in Real Estate 210 Book
No. 299 Page 205
This the 5 day of July 1983
N. B. Ferguson

348 PAGE 661
THIS 3 DAY OF October 1975
Y. B. Ferguson
CHANCERY CLERK By K.H.S.

DEED OF TRUST

JULIUS S. MILLS AND WIFE, THELMA W. MILLS 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 501, Section C, Bridgetown Subdivision, as shown by the plat recorded in Plat Book 13, Page 42 in the office of the Chancery Clerk of DeSoto County, Mississippi, in Section 23, Township 2, Range 7 West.

This is the first lien on the above described property.

IN TRUST FOR THE FOLLOWING PURPOSES:

I. (A) To secure the payment of the following note or notes in favor of S&W CONSTRUCTION COMPANY OF TENN., INC., A Tennessee Corporation dated even herewith,

in the amount of Five Thousand Four Hundred Dollars and No Cents Dollars ($ 5,400.00), bearing interest at the rate of 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 $ 71.37 each beginning the 1st day of December, 197 5, with a like installment due and payable on or before the First day of each succeeding month thereafter until paid in full.

(B) Also any amount paid out or contracted to be paid, by the holder of said indebtedness to protect the property herein described or the title thereto, including insurance, taxes, assessments, and any other liens or charges. All such additional indebtedness or advances, when not otherwise specified by contract to bear ten (10) per cent interest from date made, and due on demand.

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

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

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

IV. If said grantor or grantors should make default in any one or more of the obligations and conditions undertaken by them herein; or if the Trustee or owner or owners hereof should at any time believe any of the property herein conveyed endangered as security by remaining in grantor's possession; or if the grantors or either of them, should be adjudged a bankrupt under either the Federal Bankruptcy Laws, or the State Insolvency Laws, then the owner or owners of said indebtedness, or any part thereof, shall have the right to declare the entire indebtedness of every

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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 24th day of October, 1975.

Julius S. Mills

Thelma W. Mills

STATE OF MISSISSIPPI
COUNTY OF DESOTO

Personally appeared before me, a notary public in and for said county and state, the above named Julius S. Mills and Thelma W. Mills (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 24th day of October, 1975.

NOTARY PUBLIC

My commission expires:

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 4 o'clock 45 minutes P M. 31 day of Oct. 1975, and that the same has been recorded in Book 192 Page 479 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 3 day of Nov. 1975.
Fees $3.50 pd.

SEAL H. P. Ferguson, CLERK

Book

Page

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Clerk

Assignment of this instrument Recorded 4:21
Real Estate T.D. Book
No. 195 Page 672
This the 5 day of Feb 19 76
W. B. Ferguson Clerk

DEED OF TRUST

DENNIS E. TRUE AND WIFE, PAULETTE T. TRUE 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 420, 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 December, 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

Assignment of this instrument Recorded in Real Estate T.D. Book No. 229 Page 205 This the 5 day of July 19 83
W. B. Ferguson Clerk

CANCELLED BY AUTHORITY RECORDED IN BOOK 1078 PAGE 224 DAY OF March 19 84
W.B. Ferguson Chancery Clerk

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

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

VI. Should the trustee take possession of the property herein conveyed, such trustee may without court proceedings, enter upon and take possession of said property and he shall have the right to the management, control and collection of said property as well as the rents, issues, and profits arising therefrom and in order to effectually carry out this purpose, said trustee or his successors and the beneficiaries under this deed of trust it is agreed and understood, will be entitled to have a receiver appointed by order of any court of competent jurisdiction, which receiver may be appointed as a matter of right and without any further notice and the trustee herein or his successors may be appointed as such receiver and until so appointed, he may act in all matters in connection with the property and rights hereunder conveyed as if he were a trustee subject to all the terms and conditions of this trust properly appointed by decree of court.

WITNESS our signatures, this the 6th day of October, 1975.

Dennis True
DENNIS E. TRUE

Paulette T. True
PAULETTE T. TRUE

STATE OF MISSISSIPPI
COUNTY OF DESOTO

Personally appeared before me, a notary public in and for said county and state, the above named DENNIS E. TRUE AND WIFE, PAULETTE T. TRUE, 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 6th day of October, 1975.

NOTARY PUBLIC

My commission expires:
June 1976

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 4 o'clock 45 minutes P M. 31 day of Oct. 1975, and that the same has been recorded in Book 142 Page 491 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 3 day of Nov. 1975.
Fees $ 3.50 pd.
SEAL H. D. Ferguson, CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK 256 PAGE 774
THIS 22 DAY OF Jan. 19 86
H.D. Ferguson by N.D.
CHANCERY CLERK

Assignment of this Instrument Recorded in Real Estate T/D Book No. 195 Page 670
This the 5 day of Feb 19 76
H.D. Ferguson

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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 Clerk

DEED OF TRUST

Willard M. Estes and/or Kate B. Estes (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 549, 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 Nov., 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 situated, shall be deemed to have acted for all, and such appointment shall be legal and binding; and any such substituted trustee shall have all the powers of said original trustee.

VI. Should the trustee take possession of the property herein conveyed, such trustee may without court proceedings, enter upon and take possession of said property and he shall have the right to the management, control and collection of said property as well as the rents, issues, and profits arising therefrom and in order to effectually carry out this purpose, said trustee or his successors and the beneficiaries under this deed of trust it is agreed and understood, will be entitled to have a receiver appointed by order of any court of competent jurisdiction, which receiver may be appointed as a matter of right and without any further notice and the trustee herein or his successors may be appointed as such receiver and until so appointed, he may act in all matters in connection with the property and rights hereunder conveyed as if he were a trustee subject to all the terms and conditions of this trust properly appointed by decree of court.

WITNESS our signatures, this the 5th day of October, 1975.

Willard M. Estes

Willard M. Estes

Kate B. Estes

Kate B. Estes

STATE OF MISSISSIPPI
COUNTY OF DESOTO

Personally appeared before me, a notary public in and for said county and state, the above named Willard M. Estes and/or Kate B. Estes (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 5th day of October, 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 4 o'clock 45 minutes P M. 31 day of Oct. 1975, and that the same has been recorded in Book 192 Page 483 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 3 day of Nov. 1975.

Fees $ 3.50 pd.

SEAL H. H. Ferguson, CLERK

Assignment of this Instrument Recorded in Real Estate T/P Book No. 195 Page 671 This the 5 day of Jan 19 76

H. G. Ferguson

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DEED OF TRUST

TIMOTHY J. BROWN AND WIFE, DONNA KAY BROWN 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 630, Section C, Bridgetown Subdivision, as shown by the plat recorded in Plat Book 13, Page 42 in the office of the Chancery Clerk of DeSoto County, Mississippi, in Section 23, Township 2, Range 7 West.

This is the first lien on the above described property.

IN TRUST FOR THE FOLLOWING PURPOSES:

I. (A) To secure the payment of the following note or notes in favor of S&W CONSTRUCTION COMPANY OF TENN., INC., A Tennessee Corporation dated even herewith,

in the amount of Four Thousand Five Hundred Dollars and No Cents Dollars ($ 4,500.00), bearing interest at the rate of 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 $ 59.47 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

Assignment of this Instrument Recorded in Real Estate T/P Book No. 209 Page 418 This the 5 day of Jan. 19 84

H. G. Ferguson Clerk

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

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

VI. Should the trustee take possession of the property herein conveyed, such trustee may without court proceedings, enter upon and take possession of said property and he shall have the right to the management, control and collection of said property as well as the rents, issues, and profits arising therefrom and in order to effectually carry out this purpose, said trustee or his successors and the beneficiaries under this deed of trust it is agreed and understood, will be entitled to have a receiver appointed by order of any court of competent jurisdiction, which receiver may be appointed as a matter of right and without any further notice and the trustee herein or his successors may be appointed as such receiver and until so appointed, he may act in all matters in connection with the property and rights hereunder conveyed as if he were a trustee subject to all the terms and conditions of this trust properly appointed by decree of court.

WITNESS our signatures, this the 3rd day of October, 197 5.

Timothy J. Brown
TIMOTHY J. BROWN

Donna Kay Brown
DONNA KAY BROWN

STATE OF MISSISSIPPI
COUNTY OF DESOTO

Personally appeared before me, a notary public in and for said county and state, the above named TIMOTHY J. BROWN AND WIFE, DONNA KAY BROWN, 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 October, 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 4 o'clock 45 minutes P M. 31 day of Oct. 1975, and that the same has been recorded in Book 192 Page 485 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 3 day of Nov. 1975.

Fees $3.50 pd.

SEAL H. L. Ferguson, CLERK

Assignment of this instrument Recorded in Real Estate T/D Book No. 223 Page 347 This the 6 day of April 19 78
H. G. Ferguson Clerk

Assignment of this instrument Recorded in Real Estate T/D Book No. 195 Page 3 This the 5 day of Feb 19 76
H. G. Ferguson Clerk

DEED OF TRUST

James C. Broome and Hilda F. Broome, (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 620, Section C, Bridgetown Subdivision, as shown by the plat recorded in Plat Book 13, Page 42 in the office of the Chancery Clerk of DeSoto County, Mississippi, in Section 23, Township 2, Range 7 West.

This is the first lien on the above described property.

IN TRUST FOR THE FOLLOWING PURPOSES:

I. (A) To secure the payment of the following note or notes in favor of S&W CONSTRUCTION COMPANY OF TENN., INC., A Tennessee Corporation dated even herewith,

in the amount of Four Thousand Five Hundred Dollars and No Cents Dollars ($ 4,500.00), bearing interest at the rate of 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 $ 59.47 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 3rd day of September, 1975.

James C. Broome

Hilda F. Broome

STATE OF MISSISSIPPI
COUNTY OF DESOTO

Personally appeared before me, a notary public in and for said county and state, the above named James C. Broome and Hilda F. Broome (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 3rd 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 4 o'clock 45 minutes P M. 31 day of Oct. 1975, and that the same has been recorded in Book 192 Page 487 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 3 day of Nov. 1975.
Fees $3.50 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 413, 427, 429, 435, 453, 491, 492, 504, 513, 516, 536, 558, 560, 564, 566, 568, 569, 577, 581, 586, 590, 597, 614, 637, 657, 659, 664, 667, 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 29th day of OCT, 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 29th day of October, 1975.

My commission expires:

Sandra L Hart
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. 31 day of Oct. 1975, and that the same has been recorded in Book 192 Page 489 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 3 day of Nov. 1975.

Fees $ 2.50 pd.

SEAL H. P. Ferguson, CLERK

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THE HERNANDO BANK, GRANTOR)
)
)
)
TO) PARTIAL RELEASE
)
)
)
W. I. LARUE, GRANTEE)

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 W. I. LaRue to The Hernando Bank being dated May 3, 1973 and recorded in Trust Deed Book 158, page 319 in the office of the Chancery Clerk of DeSoto County, Mississippi the hereafter described land in DeSoto County, Mississippi, to-wit:

Lot 3, Jaybird Subdivision as per plat thereof recorded in Plat Book 10, Page 27 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 4, Township 4, Range 7.

The lien on the remaining land which has not been previously released remains in full force and effect.

The Chancery Clerk of DeSoto County, Mississippi is hereby requested and authorized to record this release and to make any and all marginal notations to fully perfect the same.

WITNESS the signature this the 31 day of October, 1975.

THE HERNANDO BANK

By R. P. Cooke Jr
Chairman of the Board

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 R. P. Cooke, Jr., Chairman of the Board 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 31st day of October, 1975.

Rebecca Lilly
Notary Public

My Commission Expires:
5-1-78

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 3 o'clock 45 minutes P. M. 31 day of Oct. 1975, and that the same has been recorded in Book 192 Page 490 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 3 day of Nov. 1975.

Fees $ 2.50 pd.

SEAL H. L. Ferguson, CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK 227 PAGE 493 THIS 6 DAY OF July 1978
CHANCERY CLERK

DEED OF TRUST

THIS DEED OF TRUST is made this 31st day of OCTOBER, 19 75, among the Grantor, EUGENE H. LOONEY and wife, TROYE SEXTON LOONEY, (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 147, in Section A of Buena Vista Lakes Subdivision as shown on plat appearing of record in Plat Book 4, Pages 33-37 in the Chancery Clerk's office of DeSoto County, Mississippi, to which recorded plat reference is made for a more particular description. Said lot being situated in Section 13, 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 shall be responsible for a late charge equal to $5.00 or 5% of the installment of principal and interest, whichever is greater.)

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

TO SECURE to Lender (a) the repayment of the indebtedness evidenced by Borrower's note of even date herewith (herein "Note"), in the principal sum of Fifteen Thousand and No/100 - - - Dollars, with interest thereon, providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on November 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.

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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.

Eugene H. Looney
EUGENE H. LOONEY —Borrower

Troye Sexton Looney
TROYE SEXTON LOONEY —Borrower

Route 2

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 EUGENE H. LOONEY and wife, TROYE SEXTON LOONEY, 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 31st day of OCTOBER, A.D., 19 75.

Rebecca Tilly
Notary Public

My Commission expires:
3-1-78

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 3 o'clock and

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 3 o'clock
45 minutes P M. 31 day of Oct. 1975, and that the same has been
recorded in Book 192 Page 491 records of REAL ESTATE TRUST DEEDS
of said County.
Witness my hand and seal this the 3 day of Nov. 1975.

Fees $ 5.00 pd.

SEAL H. P. Ferguson, CLERK

5.00 pd

CANCELLED BY AUTHORITY RECORDED IN BOOK 342 PAGE 340
24 DAY OF July 1985
H. D. Ferguson D.C.
CHANCERY CLERK

Assignment of this Instrument Recorded in Real Estate T/D Book No. 193 Page 96
This the 17 day of Nov. 1975
H. D. Ferguson Clerk

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

STATE OF MISSISSIPPI
FHA FORM NO. 2135m
Revised January 1971

DEED OF TRUST

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

D-34987-SR

THIS DEED OF TRUST, made and entered into this 22nd day of October, 19 75, by and between

Randall Cole and wife, Connie Cole

, 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 562, Section B, South ½, and Section East of Cow Pen Creek, Desoto Village Subidivision as shown on plat of record in plat book 8, pages 16-21, in Section 33, Township 1 South, Range 8 West, in the office of the Chancery Clerk of Desoto County, Mississippi, being more particularly described as follows:
Beginning at a chisel mark in the east line of Tulane Road 421.82 feet northwestwardly from the point of intersection of said east line and the north line of Valleybrook Road; thence northwestwardly 65.0 feet with the east line of Tulane Road to a point, the southwest corner of Lot 563; thence northeastwardly 148.15 feet with the south line of Lot 563 to a point in the west line of Lot 578; thence southeastwardly 69.18 feet with the west line of Lots 578 and 579 to a point, the northeast corner of Lot 561; thence southwestwardly 148.22 feet with the north line of Lot 561 to the point of beginning, as per survey by Acme Engineering Service dated September 26, 1975.

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

IN TRUST, HOWEVER, to secure to National Mortgage Company, a corporation organized and existing under the laws of State of Tennessee, the payment of a certain promissory note of even date herewith in the principal sum of Twenty Six Thousand Nine Hundred and no/100********** Dollars ($26,900.00****), with interest from date at the rate of Seven and 3/4------ per centum (7-3/4**** %) per annum on the balance remaining from time to time unpaid; principal and interest being payable at the office of National Mortgage Company, 4041 Knight Arnold Road in Memphis, Tennessee 38118 or at such other place as the holder may designate, in writing, in monthly installments of One Hundred Ninety Two and 87/100********** Dollars ($ 192.87*****), commencing on the first day of December, 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 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.

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

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

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

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

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

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

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

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

(III) interest on the note secured hereby; and

(IV) amortization of the principal of said note.

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

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

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

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

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

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

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

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

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

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

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

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

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

The holders of the indebtedness described herein shall have the option at any time to require Grantors to pay to the Holders of the indebtedness in addition to and concurrent to the monthly installment of principal and interest and escrow for taxes and hazard insurance, a sum equal to one-twelfth of the annual flood insurance premium in the event the holder of the indebtedness requires flood insurance and same is available under the National Flood Insurance Act of 1968 or subsequent similar 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.

Randall Cole
Randall Cole

Connie Cole
Connie Cole

STATE OF ~~MISSISSIPPI~~ Tennessee
COUNTY OF Shelby } ss:

Personally appeared before me M. Wallace, the undersigned Notary public in and for the said County, the within named Randall Cole and Connie Cole, 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 October, 1975.

My Commission Expires June 11, 1979

M. Wallace

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

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 1 o'clock 30 minutes P M. 31 day of Oct. 1975, and that the same has been recorded in Book 192 Page 495 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 3 day of Nov. 1975.

Fees $ 5.50 pd.

SEAL H. W. Ferguson, CLERK

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Paid, Satisfied and Cancelled
This 22nd day of Oct. 1976
Jack H. Isaacs, President
First National Bank, Hernando, Miss.

Attest
L. D. Ferguson
Chancery Clerk By D. Woodall, D.C.

ASSIGNMENT OF DEEDS OF TRUST

FOR VALUABLE CONSIDERATION the receipt of which is acknowledged, the undersigned does hereby transfer and assign unto FIRST NATIONAL BANK, HERNANDO, MISSISSIPPI, the following described Deeds of Trust:

(1) That certain Deed of Trust executed by LILLIAN S. HUNTINGTON, to J. H. Trinner, Trustee, for the benefit of A. V. SHANNON, dated April 5, 1970, securing a note in the sum of $20,000.00, recorded in Book 124, Page 494, in the office of the Chancery Clerk of DeSoto County, Mississippi, together with the indebtedness secured thereby;

(2) That certain Deed of Trust executed by DENNIS CHURCHWELL, to Arthur E. Huggins, Trustee, for the benefit of A. V. SHANNON, dated April 17, 1972, securing a note in the sum of $20,000.00, recorded in Book 141, Page 90, in the office of the Chancery Clerk of DeSoto County, Mississippi, together with the indebtedness secured thereby;

(3) That certain Deed of Trust executed by JAMES B. HILL and wife, HELEN M. HILL, to Arthur E. Huggins, Trustee, for the benefit of A. V. SHANNON, dated June 4, 1973, securing a note in the sum of $14,000.00, recorded in Book 185, Page 5, in the office of the Chancery Clerk of DeSoto County, Mississippi, together with the indebtedness secured thereby;

(4) That certain Deed of Trust executed by JOHN GRISHAM and CONNIE RAY STACKS, to Arthur E. Huggins, Trustee, for the benefit of A. V. SHANNON, dated August 29, 1975, securing a note in the sum of $30,000.00, recorded in Book 190, Page 381, in the office of the Chancery Clerk of DeSoto County, Mississippi, together with the indebtedness secured thereby.

IN WITNESS WHEREOF the undersigned has executed this Assignment on this the 30th day of October, 1975.

A. V. Shannon

STATE OF MISSISSIPPI
COUNTY OF DESOTO

PERSONALLY appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named A. V. Shannon, who acknowledged that he signed and delivered the above and foregoing instrument as his free act and deed on the day and year therein mentioned.

GIVEN UNDER MY HAND and official seal, this the 30th day of October, 1975.

Bobbie B. Braswell
Notary Public

My Commission expires:
February 19, 1976

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 2 o'clock 40 minutes P. M. 31 day of Oct. 1975, and that the same has been recorded in Book 192 Page 498 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 3 day of Nov. 1975.

Fees $ 2.50 pd.

SEAL H. D. Ferguson, CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK
258 PAGE 334
THIS 29 DAY OF April 1980
H.G. Ferguson
CHANCERY CLERK

Assignment of this instrument Recorded in
Real Estate T.D. Book
No. 193 Page 95
This the 17 day of Nov. 1975
H. G. Ferguson Clerk

499

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

STATE OF MISSISSIPPI
FHA FORM NO. 2135m
Revised January 1971

DEED OF TRUST

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

D-37407-SR

THIS DEED OF TRUST, made and entered into this 20th day of October, 1975, by and between

Kil Cha Smith

, 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 1166, 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 northeasterly line of Yorkshire Road a distance of 675.00 feet northwestwardly from the northwesterly line of Fair Meadows Drive, produced; thence continuing northwestwardly alongthe northeasterly line of yorkshire Road a distance of 65.00 feet to a point; thence northeastwardly a distance of 143.70 feet to a point; thence southeastwardly a distance of 29.27 feet to a point; thence continuing southeastwardly a distance of 36.19 feet to a point; thence southwestwardly a distance of 136.55 feet to the point of beginning, as per survey by Ralph F. Hassa, dated September 15, 1975.

Jae Sun Chung, Co-Mortgagor, on the indebtedness described herein joins herein for the purpose of conveying whatever right, title or interest he may have in and to the property described herein and for the purpose of obligating herself for performance of all the terms hereof.

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

IN TRUST, HOWEVER, to secure to

National Mortgage Company, a corporation organized and existing under the laws of State of Tennessee, the payment of a certain promissory note of even date herewith in the principal sum of Twenty Thousand ONe Hundred Fifty and no/100---------- Dollars ($ 20,150.00----), with interest from date at the rate of Seven and 3/4---- per centum (7-3/4-- %) per annum on the balance remaining from time to time unpaid; principal and interest being payable at the office of National Mortgage Company, 4041 Knight ARnold Road in Memphis, Tennessee or at such other place as the holder may designate, in writing, in monthly installments of ONe Hundred Forty Four and 48/100----- Dollars ($ 144.48-----), commencing on the first day of December, 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 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. 244 Page 360
This the 19 day of April 1979
H. G. Ferguson Clerk

500

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

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

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

(II) If and so long as said note of even date and this instrument are held by the Secretary of Housing and Urban Development, a monthly charge (in lieu of a mortgage insurance premium) which shall be in an amount equal to one-twelfth (1/12) of one-half (½) per centum of the average outstanding balance due on the note computed without taking into account delinquencies or prepayments;

(b) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable to renew the policies of fire and other hazard insurance on the premises covered by this Deed of Trust, plus taxes and assessments next due on these premises (all as estimated by the Beneficiary) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by the Beneficiary in trust to pay said ground rents, premiums, taxes, and special assessments; and

(c) All payments mentioned in the two preceding subsections of this paragraph and all payments to be made under the note secured hereby shall be added together, and the aggregate amount thereof shall be paid by the Grantor each month in a single payment to be applied by the Beneficiary to the following items in the order set forth:

(I) premium charges under the contract of insurance with the Secretary of Housing and Urban Development, or monthly charge (in lieu of mortgage insurance premium), as the case may be;

(II) ground rents, if any, taxes, special assessments, fire and other hazard insurance premiums;

(III) interest on the note secured hereby; and

(IV) amortization of the principal of said note.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Grantor prior to the due date of the next such payment, constitute an event of default under this Deed of Trust. The Beneficiary may collect a "late charge" not to exceed two cents (2¢) for each dollar ($1) of each payment more than fifteen (15) days in arrears to cover the extra expense involved in handling delinquent payments.

3. If the total of the payments made by the Grantor under *(b)* of paragraph 2 preceding shall exceed the amount of the payments actually made by the Beneficiary for ground rents, taxes, or assessments, or insurance premiums, as the case may be, such excess at the option of the Beneficiary, shall be credited on subsequent payments to be made by the Grantor, or refunded to the Grantor. If, however, the monthly payments made by the Grantor under *(b)* of paragraph 2 preceding shall not be sufficient to pay ground rents, taxes and assessments, and insurance premiums, as the case may be, when the same shall become due and payable, then the Grantor shall pay to the Beneficiary any amount necessary to make up the deficiency, on or before the date when payment of such ground rents, taxes, assessments, or insurance premiums shall be due. If at any time the Grantor shall tender to the Beneficiary, in accordance with the provisions thereof, the full payment of the entire indebtedness represented thereby, the Beneficiary shall, in computing the amount of such indebtedness, credit to the account of the Grantor all payments made under the provisions of *(a)* of paragraph 2 hereof which the Beneficiary has not become obligated to pay to the Secretary of housing and Urban Development, and any balance remaining in the funds accumulated under the provisions of *(b)* of paragraph 2 hereof. If there shall be a default under any of the provisions of this Deed of Trust resulting in a public sale of the premises covered hereby or if the Beneficiary acquires the property otherwise after default, the Beneficiary shall apply, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under *(b)* of paragraph 2 preceding, as a credit against the amount of principal then remaining unpaid under the note secured hereby, and shall properly adjust any payments which shall have been made under *(a)* of paragraph 2.

4. That he will pay all and singular the costs, charges, and expenses including a 10% attorney's fee, reasonably incurred or paid at any time by the Beneficiary, because of the failure on the part of the Grantor to perform, comply with, and abide by each and every the stipulations, agreements, conditions, and covenants of the note secured hereby and of this Deed of Trust, or either, and every such payment shall bear interest from date at the rate set forth in the note secured hereby, shall be payable on demand, and shall be fully secured by this Deed of Trust.

5. That he will not commit, permit, or suffer waste, impairment, or deterioration of said property or any part thereof, and in the event of the failure of the Grantor to keep the buildings on said premises and those to be erected on said premises, or improvements thereon, in good repair, the Beneficiary may make such repairs as in its discretion it may deem necessary for the proper preservation thereof, and the sums so paid shall bear interest from date at the rate set forth in the note secured hereby, shall be payable on demand, and shall be fully secured by this Deed of Trust.

6. That he will keep the improvements now existing or hereafter erected on the said premises, insured as may be required from time to time by the Beneficiary against loss by fire and other hazards, casualties, and contingencies, including war damage, in such amounts and for such periods as may be required by the Beneficiary and will pay promptly, when due, any premiums on such insurance provision for payment of which has not been made hereinbefore. All insurance shall be carried in companies approved by the Beneficiary and the policies and renewals thereof shall be held by the Beneficiary and have attached thereto loss payable clauses in favor of and in form acceptable to the Beneficiary. In event of loss the Grantor will give immediate notice by mail to the Beneficiary, who may make proof of loss if not made promptly by the Grantor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Beneficiary instead of to the Grantor and the Beneficiary jointly, and the insurance proceeds, or any part thereof, may be applied by the Beneficiary at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this Deed of Trust or other transfer of title to the said premises in extinguishment of the indebtedness secured hereby, all right, title, and interest of the Grantor in and to any insurance policies then in force shall pass to the purchaser or grantee.

7. That he will pay all taxes, assessments, water rates, and other governmental or municipal charges, fines, or impositions, for which provision has not been made hereinbefore, and shall promptly deliver the official receipts therefor to the Beneficiary; and in default of such payment by the Grantor, the Beneficiary may pay the same, and any amount so paid by the Beneficiary shall then be added to the principal debt named herein and shall be secured hereby.

8. The Grantor further agrees that should this Deed of Trust and the note secured hereby not be eligible for insurance under the National Housing Act within *Sixty days* from the date hereof (written

statement of any officer of the Department of Housing and Urban Development or authorized agent of the Secretary of Housing and Urban Development dated subsequent to the Sixty days time from the date of this Deed of Trust, declining to insure said note and this Deed of Trust, being deemed conclusive proof of such ineligibility), the Beneficiary or the holder of the note may, at its option, declare all sums secured hereby immediately due and payable.

If the Grantor shall well and truly keep and perform all the covenants and agreements in this Deed of Trust, and in the note hereby secured, set forth, and well and truly pay off and discharge the said note and other indebtedness secured and intended to be secured hereby, then this conveyance shall be null and void, but otherwise shall remain in full force and effect and at the request of the Beneficiary, the said Trustee, or any successor appointed in his stead, shall sell the premises covered hereby at public auction for cash to the highest and best bidder, during legal hours, at any front door of the county courthouse of Desoto County, State of Mississippi, after giving notice, by advertising and posting as required by law, of the time, place, and terms of sale, and out of the proceeds arising from such sale, the said Trustee, or any successor, shall first pay all the costs and expenses of executing this Trust, including a reasonable compensation of said Trustee; next, said Trustee shall pay the balance of the indebtedness hereby secured then remaining unpaid; and lastly, any balance remaining in the hands of said Trustee shall be paid to the Grantor. The Beneficiary, or any subsequent holder of the note, or the duly authorized Attorney-in-Fact of either, is hereby authorized and empowered to appoint and substitute another Trustee in the place of the Trustee named herein, at any time, by writing, duly signed and acknowledged and recorded in the county or counties where the premises covered hereby are situate, and such appointee shall have full power as the Trustee herein, together with all the rights and privileges thereunto belonging. No one exercise of this power of appointment, power of sale, or any other power or right given in this Deed of Trust shall exhaust the right to exercise such power, but all rights and powers herein given may be exercised as often as may be necessary to achieve the perfect security and the collection of the indebtedness secured by this Deed of Trust until said indebtedness is fully paid and discharged. At any sale had by any Trustee hereunder, the Trustee may, from time to time, adjourn said sale to a later date without readvertising the sale by giving notice of the time and place of such continued sale at the time when and where the Trustee shall make such adjournment, and at any sale made to enforce the Trust herein given, the Beneficiary, or any person in interest, may become a purchaser, and upon payment of the purchase price, the Trustee shall execute a deed of conveyance, which conveyance shall vest full and perfect title in such purchaser upon payment of the purchase price.

The Grantor hereby assigns to the Beneficiary any and all rents on the premises covered hereby and authorizes the Beneficiary, by its agent, to take possession of said premises at any time there is any default in the payment of the debt hereby secured or in the performance of any obligation herein contained, and rent the same for the account of the Grantor, and to deduct from such rents all costs of collection and administration and to apply the remainder of the same on the debt hereby secured.

The Grantor further covenants and agrees that in case of a sale, as hereinabove provided, the Grantor or any person in possession under the Grantor, shall then become and be tenants holding over and shall forthwith deliver possession to the purchaser at such sale, or be summarily dispossessed in accordance with the provisions of law applicable to tenants holding over.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, the Grantor(s) ha s hereunto set her hand(s) the day and year herein first written above.

The holders of the indebtedness described herein shall have the option at any time to require Grantors to pay to the Holders of the indebtedness, in addition to and concurrent to the monthly installment of principal and interest and escrow for taxes and hazard insurance, a sum equal to one-twelfth of the annual flood insurance premium in the event the Holder of the indebtedness requires flood insurance and same is available under the National Flood Insurance Act of 1968 or subsequent similar legislature; said sum to be held in escrow without liability on the part of the Holder of the indebtedness for interest thereon and to be used in payment of said premium when due and payable. If the mortgagor shall at any time be prohibited by said act from making escrow when due and payable, the Grantors shall promptly pay all premiums in part of said deficit.

Kil Cha Smith

Kil Cha Smith

Jae Sun Chung

Jae Sun Chung, Co-Mortgagor

STATE OF ~~MISSISSIPPI~~ Tennessee
COUNTY OF Shelby } ss:

Personally appeared before me Loi Lunday, the undersigned Notary public in and for the said County, the within named Kil Cha Smith and Jae Sun Chung, Co-Mortgagor who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and seal this 20th day of October 1975

My Commission Expires April 5, 1977

Loi Lunday

STATE OF MISSISSIPPI
COUNTY OF } ss:

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 1 o'clock 30 minutes P. M. 31 day of Oct. 1975, and that the same has been recorded in Book 142 Page 499 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 3 day of Nov. 1975.

Fees $ 5.50 pd.

SEAL H. D. Ferguson, CLERK

502

34986

PREPARED BY:
SIDNEY M. KATZ, ATTY.
4661 KNIGHT ARNOLD RD.
MEMPHIS, TENNESSEE 38118

This instrument prepared by:

Chancery clerk's office of
DeSoto County, Mississippi

TRUST DEED RELEASE

WHEREAS, By the hereinafter described trust deed, heretofore recorded in the ~~Register's Office of Shelby~~ County, ~~Tenn.~~ ~~Miss.~~, certain real property was conveyed by the hereinafter named grantor, to Delta Title Company as Trustee, for the purpose of securing the payment and indebtedness evidenced by notes fully described in such trust deed; and

WHEREAS, All of the notes described in and secured by said trust deed have been paid in full, and there is nothing due or owing on said indebtedness nor under the terms and provisions of said trust deed; and

WHEREAS, Said trust deed are briefly described as follows, to-wit:

GRANTOR	Date of Instrument	Recorded	Description of Property
E. K. Little and wf., Robbie F. Little	12-20-74	Book 182 Page 291	Lot 684, Section B, South ½ and section East of Cow Pen Creek, DeSoto Village S/D.

NOW, THEREFORE, in consideration of the premises the undersigned National Mortgage Company 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, National Mortgage company covenants with the said grantor~~s~~ that ~~t~~ he~~y~~ the legal owner~~s~~ and holder~~s~~ of the notes described in and secured by said trust deed, and that ~~t~~ he~~y~~ ha~~ve~~ the lawful right to release and discharge the lien thereof.

IN WITNESS WHEREOF the said National Mortgage Company ha~~s~~ hereunto set its hand (or caused its corporate name to be signed hereto by and through its proper officers duly authorized so to do) this the 21st day of October 19 75

Lyle T. Wacaser, Vice president
National Mortgage Company

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 _____ Lyle T. Wacaser with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the Vice President of the National Mortgage Company the within named bargainor, a corporation, and that he as such Vice President being authorized so to do, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by himself as Vice President.

WITNESS my hand and seal at office in Memphis, Tennessee this 21st day of October 19 75

Helen Sigh
Notary Public

My commission expires My Commission Expires September 30, 1978 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 1 o'clock 30 minutes P M. 31 day of Oct. 1975, and that the same has been recorded in Book 192 Page 502 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 3 day of November 1975.

Fees $2.50 pd.

SEAL H. L. Ferguson, CLERK

Assignment of this Instrument Recorded in
Real Estate T/D Book
No. 193 Page 94
This the 17 day of Nov. 19 75
N. Y. Ferguson Clerk

503

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-22926-SR

THIS DEED OF TRUST, made and entered into this 22nd day of October, 19 75, by and between

Louis Earl DeWitt and wife, Linda Jennings DeWitt

, 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 514, Section C, Revised Greenbrook Subdivision, as shown on plat of record in plat book 11, page 13 & 14, in Section 19, Township 1 South, Range 7 West, in the office of the Chancery Clerk of Desoto County, Mississippi, to which plat reference is hereby made for a more particular description of said lot, as per survey by Ralph F. Hassa dated September 15, 1975.

Should the Veterans Administration fail or refuse to issue its guaranty of the loan secured by this mortgage under the provisions of the Servicemen's Readjustment act of 1944, as amended, within sixty days from the date the loan would normally become eligible for such guaranty, the mortgagee herein may, at its option, declare all sums secured by this mortgage immediately due and payable. The mortgagor covenants and agrees that so long as this mortgage and the said note secured hereby are guaranteed under the provisions of the Servicemen's Readjustment Act, he will not execute or file for record any instrument which imposes a restriction upon the sale or occupancy of the 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 said secured hereby immediately due and payable.

The holders of the indebtedness described herein shall have the option at any time to require Grantors to pay to the holders of the indebtedness in addition to and coextensive to the monthly installment of principal and interest and monies 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 pay all the additional amount of said deficit.

together with all buildings and improvements thereon or that may hereafter be erected thereon and the hereditaments and appurtenances and all other rights thereunto belonging, or in anywise now or hereafter appertaining, and the reversion and reversions, remainder or remainders, rents, issues, and profits thereof, and all rights of homestead, and all fixtures now or hereafter attached to or used in connection with the premises herein described and in addition thereto the following described household appliances, which are, and shall be deemed to be, fixtures and a part of the realty, and are a portion of the security of the indebtedness herein mentioned;

CERTIFICATE AUTHORITY RECORDED IN BOOK
2348 PAGE 792
THIS 10 DAY OF NOV. , 2005
W.E. DAVIS
BY: M. Heffner D.C.
CHANCERY CLERK

504

To Have and to Hold the same unto the Trustee and unto his successors and assigns, forever.

In Trust, However, to secure to the Beneficiary named above, the payment of a certain promissory note of even date herewith in the principal sum of Thirty One Thousand Five Hundred and no/100** Dollars ($31,500.00***), with interest from date at the rate of Seven and 3/4******* per centum (7 3/4 %) per annum on the balance remaining from time to time unpaid; principal and interest being payable at the office of National Mortgage Company, 4041 Knight Arnold Road in Memphis, Tennessee , or at such other place as the holder may designate, in writing delivered or mailed to the Grantor, in monthly installments of Two Hundred Twenty Five & 86/100- Dollars ($ 225.86***), 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,

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.

Louis Earl DeWitt

Louis Earl DeWitt

Linda Jennings DeWitt

Linda Jennings DeWitt

STATE OF MISSISSIPPI, Tennessee
COUNTY OF Shelby } ss:

Personally appeared before me M. McLean, the undersigned Notary public in and for said County, the within named Louis Earl DeWitt and Linda Jennings DeWitt, his wife, who acknowledged that he signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and seal this 22nd day of October, 1975.

M. McLean

My Commission Expires June 11, 1979

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. 31 day of Oct. 1975, and that the same has been recorded in Book 192 Page 503 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 3 day of Nov. 1975.
Fees $ 5.00 pd.
SEAL H. D. Ferguson, CLERK

CANCELLED BY AUTHORITY. RECORDED IN BOOK 653 PAGE 748
THIS 13th DAY OF August 19 93
W. E. Davis Chancery Clerk
By: D. Barkley DC

Assignment of this Instrument Recorded in Real Estate T/D Book No. 193 Page 169
this the 17 day of Nov., 1975
H. L. Ferguson Clerk

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PREPARED BY
MORRIS WHITMAN, ATTY.
4041 Knight Arnold Road
Memphis, Tenn. 38118

DEED OF TRUST

D-35196-SR

THIS DEED OF TRUST is made this 27th day of October, 19 75, among the Grantor, Wilson Clarence Carnes, Jr. and wife, Deborah Posey Carnes (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 1687, Section D, Desoto Village, (Belle Meade Subdivision) as shown on plat of record in plat book 10, page 9, 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 west line of Belle Meade Road 140.0 feet southwardly from the point of intersection of said west line and the south line of Bryn Mawr Drive; thence southwardly 85.0 feet with the west line of Belle Meade Road to a point, the northeast corner of Lot 1688; thence westwardly 115.0 feet with the north line of Lot 1688 to a point, the northeast corner of Lot 1689; thence northwestwardly 77.66 feet with the north line of Lot 1689 to a point, the southeast corner of Lot 1685; thence northeastwardly 81.69 feet with the south line of Lot 1685 to a point, the southwest corner of Lot 1686; thence eastwardly 110.0 feet with the south line of Lot 1686 to the point of beginning, as per survey by Acme Engineering Service dated September23, 1975.

The holders of the indebtedness [illegible] herein shall have the option at any time to require [illegible] holders of the indebtedness in addition to and [illegible] installment of principal and interest [illegible] twelfth of the [illegible] ence, a sum equal to one-twelfth of the [illegible] in the event the holder of the indebtedness [illegible] same is available under the National Flood [illegible] subsequent similar legislation; said sum to be [illegible] on the part of the Holder of the indebtedness [illegible] to be used to pay insurance when due and payable, the Grantors shall promptly [illegible] 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 Four Thousand Six Hundred Fifty $ 34,650-- 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.

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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.

Wilson Clarence Carnes Jr. —Borrower

Wilson Clarence Carnes, Jr.

Deborah Posey Carnes —Borrower

Deborah Posey Carnes
6843 Belle Meade Road
Horn Lake, Mississippi 38637
Property Address

STATE OF ~~MISSISSIPPI~~ Tennessee, Shelby COUNTY SS:

Personally appeared before me, the undersigned authority in and for said County and State, the within named Wilson Clarence Carnes, Jr. and wife, Deborah Posey Carnes who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and seal of office, on this the 27th day of October, A.D. 19 75.

My Commission expires:

My Commission Expires June 11, 1978

Notary Public

STATE OF MISSISSIPPI, DeSOTO COUNTY,
I certify that the within instrument was
filed for record at 1 o'clock and
30 minutes P. M. 31 day of Oct. 1975, and that the same has been
recorded in Book 192 Page 507 records of REAL ESTATE TRUST DEEDS
of said County.
Witness my hand and seal this the 3 day of Nov. 1975.
Fees $ 5.00 pd.

SEAL H. L. Ferguson, CLERK

Please mail recorded instrument to:
SIDNEY KATZ, Attorney
NATIONAL MORTGAGE COMPANY
4041 KNIGHT ARNOLD ROAD
MEMPHIS, TENNESSEE 38118

PREPARED BY
SIDNEY M. KATZ
9041 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 Roger D. Irwin and wife, Mamie S. Irwin, to DELTA TITLE COMPANY, Trustee, for the benefit of National Mortgage Company, a Tennessee Corporation, dated October 8, 1975, securing a note in the sum of $ 25,600.00, recorded in Book 192, Page 60, 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 $ 25,600.00, plus interest at the rate of 7-3/4 % per annum, the first monthly installment being due the first day of November, 19 75.

IN WITNESS THEREOF the undersigned has executed this assignment through its Senior Vice President and Assistant Secretary, and has caused its corporate seal to be thereunto affixed on this the 24th day of October, 19 75.

NATIONAL MORTGAGE COMPANY

Sidney M. Katz
Senior Vice President

ATTEST:

S. J. Weissmann
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 S. J. Weissmann who acknowledged that they, as Senior Vice President and Assistant Secretary respectively, of and for and on behalf and by authority of National Mortgage Company, a corporation organized and existing under the laws of the State of Tennessee, signed the above foregoing instrument and affixed the corporate seal of said corporation herewith and delivered said instrument on the day and year therein mentioned.

GIVEN UNDER MY HAND and seal of office, this the 24th day of October, 19 75.

Judith Conlee
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 1 o'clock 30 minutes P M. 31 day of Oct., 1975, and that the same has been recorded in Book 192 Page 511 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 3 day of Nov. 1975.

Fees $ 2.50 pd.

SEAL H. P. Ferguson, CLERK

512

s/f
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 23rd day of August 19 72 made and executed by Bennie Wallace Neal, Sr.

and Jessie Neal 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. 147 on page 58

of the Record of Trust Deeds, on the 23rd day of August, A. D. 19 72, is now fully paid

and satisfied; and I do hereby authorize the Clerk of the Chancery Court of said DeSoto

County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of

said County also as provided by law. This the 30th 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, 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.

Given under my hand and seal of office this 30th. day of October, 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 30 minutes A M. 31 day of Oct. 1975, and that the same has been recorded in Book 192 Page 512 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 3 day of Nov. -1975.

Fees $ 2.50 pd.

SEAL H. P. Ferguson, CLERK

513

Paid, Satisfied and Cancelled
This 24th day of Feb. 19 76
DeSoto Title Co. Inc Trustee
George M Haynie Jr.

Attest
H. D. Ferguson
Chancery Clerk
By D.C. Wallace D.C.

DEED OF TRUST

This indenture made this 24th day of October, 19 75, between Hoyle G. Sherrill and wife, Patty B. Sherrill called First Party, and WALKEM DEVELOPMENT COMPANY OF MISSISSIPPI, INC., called Second Party, WITNESSETH:

WHEREAS, the First Party are indebted to the Second Party in the sum of $ 3,001.25, evidenced by one promissory note of even date due and repayable in 60 equal monthly installments of $ 50.03, ~~and one installment of $~~, the first installment due the 15th day of January, 19 76, and one installment due monthly thereafter until paid in full.

THEREFORE, in consideration of the premises and the sum of One Dollar, to the First Party paid by DeSoto Title Co., Inc. Trustee, the First Party have this day conveyed and warranted to the said Trustee the land in DeSoto County, Mississippi, described as follows, to-wit:

Lot 318 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.

Hoyle G. Sherrill
Patty B. Sherrill
Grantors

STATE OF TENNESSEE)
COUNTY OF SHELBY)

Personally appeared before me, the undersigned authority of said County and State, the within named Hoyle G. Sherrill and wife, Patty B. Sherrill, who acknowledged that they signed and delivered the above and foregoing deed of trust on the day and year therein mentioned as their free and voluntary act and deed and for the purposes therein expressed.

Given under my hand and official seal of office this the 24th day of October, 19 75.

Agnes Weatherly
Notary Public

My commission expires:
My Commission Expires January 17, 1979

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock 30 minutes A M. 3 day of Nov. 1975, and that the same has been recorded in Book 192 Page 513 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 3 day of Nov. 1975.

Fees $ 2.50 pd.

SEAL H. D. Ferguson, CLERK

514

Paid, Satisfied and Cancelled
This 29th day of Feb 19 76
DeSoto Title Co Inc Trustee
by Shirley McReynolds Pres.

Attest
W. D. Ferguson
Chancery Clerk
By D.W. Caldwell D.C.

DEED OF TRUST

This indenture made this 29th day of October, 19 75, between Hoyle G. Sherrill and wife, Patty B. Sherrill

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 $ 3,246.25, evidenced by one promissory note of even date due and repayable in 60 equal monthly installments of $ 54.11, ~~xxxx

Pa... ...tified and Cancelled
This 3rd day of Feb 1983 515
DeSoto Title Co., Inc. Trustee
Deputy Signature
Attest:
H. D. Ferguson
Chancery Clerk
By D.W. McCain D.C.

DEED OF TRUST

This indenture made this 29th day of October, 19 75, between Preston A. Ford, Sr. and wife, Pearl S. Ford 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 $ 3,945.00, evidenced by one promissory note of even date due and repayable in 84 equal monthly installments of $ 46.97, ~~and a final installment of $~~, the first installment due the 15th day of January, 19 76, and one installment due monthly thereafter until paid in full.

THEREFORE, in consideration of the premises and the sum of One Dollar, to the First Party paid by DeSoto Title Co., Inc. Trustee, the First Party have this day conveyed and warranted to the said Trustee the land in DeSoto County, Mississippi, described as follows, to-wit:

Lot 323 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

Preston A. Ford, Sr

Pearl S. Ford

Grantors

STATE OF TENNESSEE)
COUNTY OF SHELBY)

Personally appeared before me, the undersigned authority of said County and State, the within named Preston A. Ford, Sr. and wife, Pearl S. Ford, who acknowledged that they signed and delivered the above and foregoing deed of trust on the day and year therein mentioned as their free and voluntary act and deed and for the purposes therein expressed.

Given under my hand and official seal of office this the 29th day of October, 1975.

Jane N. Jackson
Notary Public

My commission expires:
My Commission Expires July 26, 1976

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock 30 minutes A M. 3 day of Nov. 1975, and that the same has been recorded in Book 192 Page 515 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 3 day of Nov. 1975.

Fees $ 2.50 pd.

SEAL H. D. Ferguson, CLERK

516

DEED OF TRUST

This indenture made this 29th day of October, 19 75, between Clifford C. Cain and wife, Savilla M. Cain

called First Party, and WALKEM DEVELOPMENT COMPANY OF MISSISSIPPI, INC., called Second Party, WITNESSETH:

WHEREAS, the First Party are indebted to the Second Party in the sum of $ 4,405.25 evidenced by one promissory note of even date due and repayable in 84 equal monthly installments of $ 52.45, ~~and one installment of $xx~~, the first installment due the 15th day of January, 19 76, and one installment due monthly thereafter until paid in full.

THEREFORE, in consideration of the premises and the sum of One Dollar, to the First Party paid by DeSoto Title Co., Inc. Trustee, the First Party have this day conveyed and warranted to the said Trustee the land in DeSoto County, Mississippi, described as follows, to-wit:

Lot 4 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.

Clifford C. Cain

Savilla M. Cain

Grantors

STATE OF TENNESSEE)
COUNTY OF SHELBY)

Personally appeared before me, the undersigned authority of said County and State, the within named Clifford C. Cain and wife, Savilla M. Cain, who acknowledged that they signed and delivered the above and foregoing deed of trust on the day and year therein mentioned as their free and voluntary act and deed and for the purposes therein expressed.

Given under my hand and official seal of office this the 29th day of October, 19 75.

Jane N. Zachary
Notary Public

My commission expires:
My Commission Expires July 26, 1976

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock 30 minutes A M. 3 day of Nov. 1975, and that the same has been recorded in Book 192 Page 514 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 3 day of Nov 1975.

Fees $ 2.50 pd.

SEAL H. P. Ferguson, CLERK

assumption Agreement 517
[redacted] of this Instrument Recorded in
Real Estate T1D Book
No. 267 Page 313
This the 17 day of Dec 1980
W.D. Ferguson Clerk

DEED OF TRUST

THIS DEED OF TRUST is made this 30th day of October, 19 75 among the Grantor, Ronald E. Gregg and wife, Janice B. Gregg (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 1020 Section "E" Greenbrook Subdivision in Section 19, Township 1 South, Range 7 West, as per plat thereof recorded in plat book 9, pages 44-45 in the office of the Chancery Clerk of DeSoto County, Mississippi.

Together with all the improvements, now or hereafter erected on the property, and all easements, rights, appurtenances, rents (subject however to the rights and authorities given herein to Lender to collect and apply such rents), royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Deed of Trust; and all of the foregoing, together with said property (or the leasehold estate in the event this Deed of Trust is on a leasehold) are herein referred to as the "Property";

To Secure to Lender (a) the repayment of the indebtedness evidenced by Borrower's note of even date herewith (herein "Note"), in the principal sum of Thirty-Two Thousand 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 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.

MISSISSIPPI—FHLMC—12/71—1 to 4 Family

CANCELLED BY AUTHORITY RECORDED IN BOOK
273 PAGE 51
THIS 19 DAY OF May 1981
W.D. Ferguson
CHANCERY CLERK

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any Future Advances secured by this Deed of Trust.

2. Funds for Taxes and Insurance. Subject to Lender's option under paragraphs 4 and 5 hereof, Borrower shall pay to Lender on the day monthly installments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments which may attain priority over this Deed of Trust, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender shall make no charge for so holding and applying the Funds or verifying and compiling said assessments and bills. Borrower and Lender may agree in writing at the time of execution of this Deed of Trust that interest on the Funds shall be paid to Borrower, and unless such agreement is made, Lender shall not be required to pay Borrower any interest on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Deed of Trust.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency within thirty days after notice from Lender to Borrower requesting payment thereof.

Upon payment in full of all sums secured by this Deed of Trust, Lender shall promptly refund to Borrower any Funds held by Lender.

If under paragraph 18 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Deed of Trust.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note and on Future Advances, if any, and then to the principal of the Note and to the principal of Future Advances, if any.

4. Charges; Liens. Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Deed of Trust, and ground rents, if any, at Lender's option in the manner provided under Paragraph 2 hereof or by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the event Borrower shall make payment directly, Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Deed of Trust; provided, that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall in good faith contest such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require; provided, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Deed of Trust.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid at Lender's option in the manner provided under paragraph 2 hereof or by Borrower making payment, when due, directly to the insurance carrier.

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender, and Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Deed of Trust is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Deed of Trust would be impaired, the insurance proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower or if Borrower fails to respond to Lender within 30 days after notice by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

If under paragraph 18 hereof the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof (to the extent of the sums secured by this Deed of Trust immediately prior to such sale or acquisition) resulting from damage to the Property prior to the sale or acquisition shall pass to Lender.

6. Preservation and Maintenance of Property; Leaseholds; Condominiums. Borrower shall keep the Property in good repair and shall not permit or commit waste, impairment, or deterioration of the Property and shall comply with the provisions of any lease, if this Deed of Trust is on a leasehold. If this Deed of Trust is on a condominium unit, Borrower shall perform all of Borrower's obligations under the declaration of condominium or master deed, the by-laws and regulations of the condominium project and constituent documents.

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs. Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, shall become additional indebtedness of Borrower secured by this Deed of Trust. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate stated in the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible by applicable law. Nothing contained in this paragraph 7 shall require Lender to incur any expense or do any act hereunder.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Deed of Trust such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Deed of Trust immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to Borrower.

If the Property is abandoned by Borrower or if after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days of the date of such notice, Lender is authorized to collect and apply the proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

10. Borrower Not Released. Extension of the time for payment or modification of amortization of the sums secured by this Deed of Trust granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Deed of Trust by reason of any demand made by the original Borrower and Borrower's successors in interest.

11. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any right or remedy hereunder. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Deed of Trust.

12. Remedies Cumulative. All remedies provided in this Deed of Trust are distinct and cumulative to any other right or remedy under this Deed of Trust or afforded by law or equity, and may be exercised concurrently, independently or successively.

13. Successors and Assigns Bound; Joint and Several Liability; Captions. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Deed of Trust are for convenience only and are not to be used to interpret or define the provisions hereof.

14. Notice. Any notice to Borrower provided for in this Deed of Trust shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address stated below, except for any notice required under paragraph 18 hereof to be given to Borrower in the manner prescribed by applicable law. Any notice provided for in this Deed of Trust shall be deemed to have been given to Borrower when given in the manner designated herein.

15. Uniform Deed of Trust; Governing Law; Severability. This form of deed of trust combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. This Deed of Trust shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Deed of Trust or the Note conflicts with applicable law, such conflicts shall not affect other provisions of this Deed of Trust or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Deed of Trust and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be furnished a conformed copy of this Deed of Trust at the time of execution or after recordation hereof.

17. Transfer of the Property; Assumption. If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Deed of Trust, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Lender may, at Lender's option, declare all the sums secured by this Deed of Trust to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale or transfer, Lender and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sums secured by this Deed of Trust shall be at such rate as Lender shall request. If Lender has waived the option to accelerate provided in this paragraph 17 and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Deed of Trust and the Note.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 14 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the

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expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 18 hereof.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

18. Acceleration; Remedies. Except as provided in paragraph 17 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Deed of Trust, including the covenants to pay when due any sums secured by this Deed of Trust, Lender prior to acceleration shall mail notice to Borrower as provided in paragraph 14 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Deed of Trust and sale of the Property. If the breach is not cured on or before the date specified in the notice, Lender at Lender's option may declare all of the sums secured by this Deed of Trust to be immediately due and payable without further demand, and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable attorney's fees.

If Lender invokes the power of sale, Lender shall send to Borrower, in the manner provided in paragraph 14 hereof, notice of Lender's election to sell the Property. Trustee shall give notice of sale by public advertisement for the time and in the manner prescribed by applicable law. Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder for cash at such time and place in DeSoto County as Trustee designates in the notice of sale in one or more parcels and in such order as Trustee may determine. Lender or Lender's designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property so sold without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all costs and expenses of the sale, including, but not limited to, reasonable Trustee's and attorney's fees and costs of title evidence; (b) to all sums secured by this Deed of Trust; and (c) the excess, if any, to the person or persons legally entitled thereto.

19. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Deed of Trust, Borrower shall have the right to have any proceedings begun by Lender to enforce this Deed of Trust discontinued at any time prior to sale of the Property pursuant to the power of sale contained in this Deed of Trust or at any time prior to entry of a judgment enforcing this Deed of Trust if: (a) Borrower pays Lender all sums which would be then due under this Deed of Trust, the Note and notes securing Future Advances, if any, had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Deed of Trust; (c) Borrower pays all reasonable expenses incurred by Lender and Trustee in enforcing the covenants and agreements of Borrower contained in this Deed of Trust and in enforcing Lender's and Trustee's remedies as provided in paragraph 18 hereof, including reasonable attorney's fees; and (d) Borrower takes such action as Lender may reasonable require to assure that the lien of this Deed of Trust, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Deed of Trust shall continue unimpaired. Upon such payment and cure by Borrower, this Deed of Trust and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

20. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 18 hereof or abandonment of the Property, Lender, in person, by agent or by judicially appointed receiver shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the Receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Deed of Trust. Lender and the receiver shall be liable to account only for those rents actually received.

21. Future Advances. Upon request of Borrower, Lender, at Lender's option prior to release of this Deed of Trust, may make Future Advances to Borrower. Such Future Advances, with interest thereon, shall be secured by this Deed of Trust when evidenced by promissory notes stating that said notes are secured hereby.

22. Release. Upon payment of all sums secured by this Deed of Trust, Lender or Trustee shall cancel this Deed of Trust without charge to Borrower. If Trustee is requested to cancel this Deed of Trust, all notes evidencing indebtedness secured by this Deed of Trust shall be surrendered to Trustee.

23. Substitute Trustee. Lender at Lender's option may from time to time remove Trustee and appoint a successor Trustee to any Trustee appointed hereunder by instrument recorded in the county in which this Deed of Trust is recorded. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon the Trustee herein and by applicable law.

IN WITNESS WHEREOF, Borrower has executed this Deed of Trust.

Ronald E. Gregg
Ronald E. Gregg —Borrower

Janice B. Gregg
Janice B. Gregg —Borrower

5944 Southernwood Cove

Southaven, Mississippi 38671
Property Address

STATE OF MISSISSIPPI, DeSoto COUNTY ss:

Personally appeared before me, the undersigned authority in and for said County and State, the within named Ronald E. Gregg and wife, Janice B. Gregg 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., 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 and

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock
minutes A M. 3 day of Nov. 1975, and that the same has been recorded in Book 192 Page 517 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 3 day of November 1975.

Fees $ 5.00 pd.

SEAL H. D. Ferguson, CLERK

521

Paid, Satisfied and Cancelled
This 19 day of August 19 77
Citizens Bank
By [illegible], V.P.

Attest
[illegible]
Cashier
[illegible], D.C.

DEED OF TRUST
(Land)

This Deed of Trust, this day made by the undersigned Robert R. Embrey, Jr. and Mrs. Sara L. Embrey

hereinafter referred to as the Grantors (whether one or more), to and in favor of E. L. Bourland

as Trustee, hereinafter referred to as the Trustee, for the benefit of Citizens Bank, Coldwater, Mississippi

hereinafter referred to as the Beneficiary, Witnesseth That:

Whereas, the Grantors are justly indebted to the Beneficiary in the principal sum of Two thousand and no/100 -

Dollars ($ 2,000.00 **), together with interest thereon from and after the** 1 **day of** November **, 19** 75 **, at the rate of** nine **per centum per annum, said principal and interest being due and payable as follows:**

$2,000.00 on their note of even date and like amount due November 1, 1976

The aforesaid indebtedness is evidenced by a negotiable promissory note this day executed by the Grantors to and in favor of the Beneficiary, which said note contains a provision to the effect that any amount due thereunder not paid at maturity shall bear interest thereafter at the rate of ~~six~~ eight per centum per annum until paid, and a further provision to the effect that if default is made in the payment of any amount due thereunder at maturity and said note is placed in the hands of an attorney for collection, the Grantors will pay the Beneficiary an additional reasonable percentum of the principal and interest due thereunder as an attorney's fee for collection; and

Whereas, the Grantors have agreed to secure the payment of said indebtedness at maturity, and the faithful performance of the agreements hereinafter set forth:

The Grantors expect the Grantees to advance him - her - them money, supplies and merchandise in the amount of ten thousand **Dollars at the discretion of the Grantees during the year 19** 75 **or ~~36~~** 72 **months after date and the Grantors, in order to secure the payment of said sum, as well as any advances that may be made as aforesaid, hereby execute this instrument.**

Now, therefore, in consideration of the premises and sum of One Dollar ($1.00) this day paid in cash by the Trustee to the Grantors, the receipt of which being hereby acknowledged, the Grantors do hereby sell, convey and warrant unto the Trustee the following described land in DeSoto **County, Mississippi, to-wit:**

Beginning at the southwest corner of L. A. Bryant land, thence East along the South Boundary line of L. A. Bryant, land eleven (11) chains and 44 links to the S. E. Corner of L. A. Bryant land on U. S. Highway number 51; thence south on 51 Highway line Three (3) chains and 15 links to a stake; thence West twelve (12) chains and 13 links to a stake; thence north three (3) chains and 15 links to the S. W. Conner of L. A. Bryant land, the point of beginning. The said parcel or tract of land being three (3) and seven tenth (7/10) acres more or less, being a part of the Northeast Quarter of Section 13, Township 4, Range 8, in DeSoto County, State of Mississippi, together with all improvements therein.

This is our himestead and the only home we have.

The Grantors agree to pay to the Beneficiary all amounts due under the terms of said note promptly at maturity; to pay all taxes and assessments lawfully levied and assessed against the above described property before they become delinquent; to remove no improvements from said property and to permit no waste to be committed thereon; to keep the improvements now or hereafter located on said property in a reasonably good state of repair; to keep the insurable improvements now or hereafer located on said property insured against loss or damage by fire or tornado in such amounts as the Beneficiary may reasonably require, such policy or policies of insurance to be issued by a responsible insurance company satisfactory to the Beneficiary and to contain a statutory mortgagee clause making any loss or damage payable to the Beneficiary as the Beneficiary's interest may appear; to pay the premiums for such insurance; and to deliver such policy or policies of insurance to the Beneficiary.

In the event the Grantors should fail to pay said taxes and assesaments before they become delinquent, the Beneficiary may pay the same and all lawful penalties, interest and damages thereon; and in the event the Grantors should fail to comply with the foregoing provisions with reference to insurance, the Beneficiary may procure such insurance. All amounts expended by the Beneficiary on account of such taxes, assessments and insurance premiums shall be immediately due and payable by the Grantors to the Beneficiary with interest thereon at the rate of six per centum per annum from the date of the expenditure by the Beneficiary until the Beneficiary is reimbursed, and the repayment of such amounts with said interest thereon shall be fully secured by this deed of trust.

In the event of default hereunder by the Grantors or if, at any time, the Beneficiary shall reasonably deem said property endangered as security for said indebtedness, the Trustee may, at the request of the Beneficiary, take immediate possession of said property and hold the same for the benefit of all parties in interest until such time as said property is sold as hereinafter provided.

Upon default being made in the performance of any of the agreements herein contained, the entire indebtedness shall, at the option of the Beneficiary, become immediately due and payable. If the secured indebtedness is payable in installments, then, upon default being made in payment of any installment of principal or interest at maturity, the entire indebtedness shall, at the option of the Beneficiary, become immediately due and payable.

The Beneficiary is hereby given the right at any time to appoint a trustee to act in the place of the trustee herein named or in place of any succeeding trustee. Any such appointment may be made by means of an instrument of writing signed by the Beneficiary; and the effect of any such appointment shall be to vest immediately in such succeeding trustee all the title, rights and powers herein conferred upon or vested in the trustee herein named.

All the rights herein conferred upon the Beneficiary shall inure to and may be exercised by the holder of said note in the event of a change of ownership of said note by assignment, bequest, inheritance or otherwise. If the Beneficiary or any subsequent holder of said note is a corporation, said rights may be exercised by such corporation acting by and through any executive officer or agent thereof.

This conveyance, however, is made in trust, and is subject to the following limitations and conditions, to-wit: If the Grantors shall faithfully and punctually keep and perform all the agreements herein contained, then this conveyance shall be void and of no further force or effect; but, if default shall be made by the Grantors in the observance and performance of any of said agreements, the Trustee shall, at the request of the Beneficiary, sell said property at public auction to the highest bidder for cash at such time and place as he may select, after having given notice of the time, place and terms of sale in the manner and for the time now required by law for the sale of lands under deeds of trust. The Trustee may sell said property either as a whole or in parcels, all statutory provisions in this regard being hereby expressly waived by the Grantors. The proceeds arising from such sale shall be applied by the Trustee as follows: first, to the payment of the cost and expense of such sale, including a reasonable attorney's fee; next, to the payment of the indebtedness then owing to the Beneficiary under the terms of said note and of this deed of trust; and lastly, the balance, if any, shall be paid to the Grantors or their assigns.

Witness the signatures of the Grantors on this the 1 day of November,

1975.

Robert R. Embrey Jr.

Sara L. Embrey

STATE OF Mississippi

COUNTY OF Tate

Before me, the undersigned authority in and for the aforesaid county and state, this day there personally appeared the within named Robert R. Embrey, Jr. & Sara L. Embrey

who acknowledged that they signed and delivered the foregoing deed of trust on the date thereof as their free and voluntary act and deed.

Given under my hand and official seal on this the 1st day of November,

19 75

(SEAL)

Notary Public

Title:

My Commission Expires March 11, 1978

My commission expires

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock a minutes M. 3 day of Nov. 1975, and that the same has been recorded in Book 192 Page 521 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 3 day of Nov. 1975.

Fees $ 5.00 pd.

SEAL H. L. Ferguson, CLERK

524

...e D. Moore
... Bottley Southaven, Miss. 38671

REAL PROPERTY AGREEMENT RELEASE

K7 5615

6131 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, Tenn. as Trustee, for the prupose of securing the payment and indebtedness evidehced 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
Lonnie D. Moore Linda Crouch Moore	11-7-72	BOOK #150 PAGE 96	Lot 1 1093 Section, A Southaven West Subdivision in Section 23, Township 1-So, range 8 West. Desoto, Missippi

NOW, THEREFORE, in consideration of the premises the undersigned National Bank of Commerce, Memphis, Tenn. 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, TENN. covenants with the said grantor, that he Y the legal owner S and holder S of the notes described in and secured by said real property agreement and that he I ha ve the lawful right to release and discharge the lien thereof.

IN WITNESS WHEREOF the said National Bank of Commerce, Memphis, Tenn ha s 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 24 day of October 19 75

National Bank of Commerce, Memphis, Tennessee

Gary D. Cantrell

By: Gary D. Cantrell, Installment Loan Officer

STATE OF TENNESSEE
COUNTY OF SHELBY

On this _____ day of _____, 19_____, before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared _____ to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as _____ free act and deed.

WITNESS my hand and Notarial Seal at office the day and year above written.

_____ Notary Public

My commission expires _____ day of _____, 19__.

STATE OF TENNESSEE
COUNTY OF SHELBY

Before me, a Notary Public in and for said State and County duly commissioned and qualified, personally appeared G.D. Cantrell, Inst. Loan Officer with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the Inst. Loan Officer of the National Bank Of Commerce in Memphis the within named bargainor, a corporation, and that he as such Inst. 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 Installment Loan Officer.

WITNESS my hand and seal at office in Memphis, Tennessee this 24 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 minutes A M. 3 day of Nov. 1975, and that the same has been recorded in Book 192 Page 524 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 3 day of Nov. 1975.

Fees $2.50 pd.

SEAL H. L. Ferguson, CLERK

525

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 15th. day of April 19 75, made and executed by Richard C. Hightower & wife

Donna K. Hightower 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. 185 on page 49

of the Record of Trust Deeds, on the 17th. 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.

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 30th. day of October A. D. 19 75

Richard A. Sykes

My Commission Expires July 28, 1979

LAWRENCE-GREENWOOD 87244

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock

____ minutes A. M. 3 day of Oct. 1975, and that the same has been

recorded in Book 192 Page 525 records of REAL ESTATE TRUST DEEDS

of said County.

Witness my hand and seal this the 3 day of Nov. 1975.

Fees $ 2.50 pd.

SEAL H. D. Ferguson, CLERK

526

THIS INSTRUMENT WAS PREPARED BY
TOMMY RAMER,
COMMERCIAL & INDUSTRIAL BANK
MEMPHIS, TENNESSEE

This instrument prepared by:

TRUST DEED RELEASE

DeSoto County

WHEREAS, By the hereinafter described trust deed heretofore recorded in the Register's Office of [redacted] 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
Charles F. Yarber & wife, Cleta A.	10-11-73	Book 166 Page 569	Lot 63, Section "A", of Southaven Sub. in Section 14, Township 1 South, Range 8, West, as per revised plat thereof recorded in Plat Book 2, Pages 4 & 5, in the Office of the Chancery Clerk of DeSoto County, 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 claims and conveys 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 is 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 23rd day of October 1975

Commercial and 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 }

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 23rd day of October 1975

L. L. Berry
Notary Public

My commission expires 3rd day of Sept. 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 ____ minutes A M. 3 day of Nov. 1975, and that the same has been recorded in Book 192 Page 526 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 3 day of Nov. 1975.

Fees $ 2.50 pd.

SEAL H. L. Ferguson, CLERK

THIS INSTRUMENT WAS PREPARED BY
TOMMY RAMER,
COMMERCIAL & INDUSTRIAL BANK
MEMPHIS, TENNESSEE

This instrument prepared by: COMMERCIAL & INDUSTRIAL BANK

TRUST DEED RELEASE

DeSoto County

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 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
Conrad Burleson & wife Bertha J.	9-23-74	Book 179 Page 635	Lot 10, Woodland Lake Sub., Maywood, Miss., located on the West side of Woodland Drive, running South from Highway 78. Said Sub. is of record in Plat Book 1, Page 10, Chancery Court Clerk's Office, DeSoto County, Miss. Being in Section 28, Township 1, Range 6 West.

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 claims 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 28th day of October 19 75

Commercial and Industrial Bank
By: 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

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 28th day of October 19 75

My commission expires 3rd day of Sept 19 79 G.H. Christian 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 ____ minutes A M. 3 day of Nov. 1975, and that the same has been recorded in Book 192 Page 527 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 3 day of Nov 1975.
Fees $ 2.50 pd.
SEAL H. L. Ferguson, CLERK

528

THIS INSTRUMENT WAS PREPARED BY
TOMMY RAMER,

This instrument prepared by: COMMERCIAL & INDUSTRIAL BANK
MEMPHIS, TENNESSEE

TRUST DEED RELEASE

DeSoto County

WHEREAS, By the hereinafter described trust deed, heretofore recorded in the Register's Office of ~~Shelby County~~, Tennessee, certain real property was conveyed by the hereinafter named grantor, to Jack H. Patrick as Trustee, for the purpose of securing the payment and indebtedness evidenced by notes fully described in such trust deed; and

WHEREAS, All of the notes described in and secured by said trust deed have been paid in full, and there is nothing due or owing on said indebtedness nor under the terms and provisions of said trust deed; and

WHEREAS, Said trust deed are briefly described as follows, to-wit:

GRANTOR	Date of Instrument	Recorded	Description of Property
Conrad Burleson & wife, Bertha	11-20-73	Book 168 Page 449	Lot, Woodland Lake Sub. Maywood, Miss., Located at the west side of Woodland Dr., running South from Highway 78 of said Plat record Book 1, Page 10, DeSoto County, Miss. being in Section 28, Township 1, Range 6 West.

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 24th day of October 19 75.

Commercial and 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 }

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 24th day of October 19 75

My commission expires 3rd day of Sept. 19 79 — Notary Public

* Do not write below this line - FOR REGISTERS USE ONLY *

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock minutes A M. 3 day of Nov. 1975, and that the same has been recorded in Book 192 Page 528 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 3 day of Nov. 1975.

Fees $ 2.50 pd.

SEAL H. D. Ferguson, CLERK

CIT FINANCIAL SERVICES
3779 Elvis Presley Blvd., Memphis, Tennessee 38116 Phone: (901) 396-4051

AUTHORITY TO CANCEL

TO THE CHANCERY CLERK OF DESOTO COUNTY, MISSISSIPPI:

YOU ARE HEREBY AUTHORIZED TO ENTER SATISFACTION OF AND CANCEL OF RECORD A CERTAIN DEED OF TRUST EXECUTED BY MARK T BUTLER AND WIFE KITTY C. BUTLER TO CIT FINANCIAL SERVICES, INC OF TENNESSEE as Lender and J. E. Schuster as Trustee and recorded on page 557 of Book number 181 of the records of your office.

This 31 day of October 1975.

By J E Schuster

State of Tenn.
Shelby County
Personally Dottie S Rundle

My commission expires 3-3-79

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock 40 minutes A M. 3 day of Nov. 1975, and that the same has been recorded in Book 192 Page 529 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 3 day of Nov. 1975.

Fees $ 2.50 pd.

SEAL H. L. Ferguson, CLERK

530

DEED OF TRUST

This indenture made this 24th day of October, 19 75, between Weldon W. Wilson and wife, Frances B. Wilson

called First Party, and WALKEM DEVELOPMENT COMPANY OF MISSISSIPPI, INC., called Second Party, WITNESSETH:

WHEREAS, the First Party are indebted to the Second Party in the sum of $ 6,575.00, evidenced by one promissory note of even date due and repayable in 84 equal monthly installments of $ 78.28, ~~xxxxxxxxxxxxxxxx~~ , the first installment due the 1st day of January, 19 76, and one installment due monthly thereafter until paid in full.

THEREFORE, in consideration of the premises and the sum of One Dollar, to the First Party paid by DeSoto Title Co., Inc. Trustee, the First Party have this day conveyed and warranted to the said Trustee the land in DeSoto County, Mississippi, described as follows, to-wit:

Lot 254 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 & 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.

Weldon W. Wilson

Frances B. Wilson

Grantors

STATE OF TENNESSEE)
COUNTY OF SHELBY)

Personally appeared before me, the undersigned authority of said County and State, the within named Weldon W. Wilson and wife, Frances B. Wilson, who acknowledged that they signed and delivered the above and foregoing deed of trust on the day and year therein mentioned as their free and voluntary act and deed and for the purposes therein expressed.

Given under my hand and official seal of office this the 24th day of October, 19 75.

Notary Public

My commission expires:

My Commission Expires January 17, 1979

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 30 minutes A M. 3 day of Nov. 1975, and that the same has been recorded in Book 192 Page 530 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 3 day of Nov. 1975.

Fees $ 2.50 pd.

SEAL H. D. Ferguson, CLERK

531

RETURN TO:
RECORD DATA OF MISS.
SUITE 922-100 N. MAIN
MEMPHIS, TN 38103

To Complete
Real Estate Set
Enter
1. Terminal Address
2. Operator Identification
3. Transaction Code
4. Account Number

DEED OF TRUST

Lender – Beneficiary
FORD MOTOR CREDIT COMPANY

1274 ST LN RD SHAVEN MS 38671

ACCOUNT NO.	DUE	PREVIOUS ACCOUNT NO.	SECURITY	LOAN DATE
20964-1	26	301903	HOME-SEC-RE	0-30-75

WADE C BELL

1401 BENNINGTON COVE

SOUTHAVEN MISS 38671

SPOUSE	FINANCE CHARGE	OFFICIAL FEES	TOTAL OF PAYMENTS
PAULINE	$729.24	4.50	7680.00
CASH ADVANCE	INSURANCE PREMIUMS: PHYSICAL DAMAGE / CREDIT LIFE / CREDIT DISABILITY		AMOUNT FINANCED
4443.22	NONE 184.30 318.72		4950.76
ANNUAL PERCENTAGE RATE 23.46 %	NOTE IS PAYABLE IN MONTHLY PAYMENTS. THE FIRST ONE $160.00 AND 47 $160.00 EACH EXCEPT FINAL PAYMENT SHALL BE UNPAID PRINCIPAL AND INTEREST	FIRST PAYMENT DUE 2-06-75 (OTHERS DUE SAME DAY EACH MONTH)	FINAL PAYMENT DUE 11-06-79

AGE	SPOUSE AGE	HOMEOWNER'S INSURANCE PREMIUM	FIRE INSURANCE PREMIUM	APPRAISAL FEE	TITLE EXAMINATION FEE		FAMILY INSURANCE CREDIT

WHEREAS, the undersigned Grantor, Wade C. Bell and Pauline Bell

whose address is 1401 Bennington Cove (NUMBER AND STREET) Southaven (CITY) DeSoto (COUNTY) Mississippi (STATE),

owes FORD MOTOR CREDIT COMPANY, hereinafter called the Beneficiary, the sum set forth above as the Total of Payments, evidenced by a promissory note of even date herewith executed by the Grantor in favor of the Beneficiary, payable as above set forth, which note is by reference incorporated herein and made part hereof; and

WHEREAS, the said Grantor desires to secure the prompt payment of said indebtedness at the maturity thereof;

NOW, THEREFORE, in consideration of $10.00 cash in hand paid by H. S. Sills Trustee, Trustee, and other good and valuable consideration, the receipt of which is hereby conclusively acknowledged, the undersigned Grantor does hereby convey and warrant unto said Trustee that certain land and property situated in the DeSoto County State of Mississippi, and described as follows, to wit:

Lot 441, Section B, Southaven Subdivision in Section 23, Township 1 South, Range 8 West, as shown on revised Plat of said subdivision which is recorded in plat Book 2, Pages 14, 15 and 16 in office of the Chancery Clerk of DeSoto County, Mississippi.

CLO 811323 Jul 74 Previous editions may NOT be used.

RECORDED IN BOOK 219 PAGE 598
THIS 20 DAY OF Dec. 1977
W. D. Ferguson
CHANCERY CLERK

The warranty of this conveyance is subject only to the following:

It is understood and agreed that this conveyance is made subject to and that the parties hereto have agreed upon and are bound by the following covenants, stipulations, and conditions:

1. Grantor binds and obligates himself to provide and maintain insurance upon the buildings situated on the above described property against loss or damage by fire, windstorm, and other hazards, satisfactory to and with loss payable to the Beneficiary during the continuance of this Deed of Trust. Each insurance company involved is authorized and directed to make payment for any loss directly to the Beneficiary.

2. The Grantor binds himself to pay all taxes and assessments on and against said property as they shall fall due and shall promptly forward the original tax receipts to the Beneficiary.

3. The rents, issues and profits of all of said property are specifically pledged to the payment of the indebtedness hereby secured and all other obligations which may accrue under the terms of this Deed of Trust. Upon the maturity of the indebtedness hereby secured, either by lapse of time or by reason of any default as herein provided, or if at any time it should become necessary to protect the lien of this conveyance, the Beneficiary or any owner or holder of the note secured hereby shall have the right to forthwith enter into and upon said property and take possession thereof, and collect and apply the rents, issues and profits thereon upon the indebtedness secured hereby, or may have a receiver appointed by any court of competent jurisdiction to collect and impound the said rents, issues and profits, and after paying the expense of such receivership apply the balance thereof to the payment of any indebtedness secured hereby.

4. The Grantor further represents unto the said Beneficiary for the purpose of obtaining the loan secured by this instrument, that there are no liens or encumbrances against the property conveyed herein except as shown above.

5. Should the Grantor fail to pay all taxes and assessments, or to insure the property as hereinabove stipulated, or fail to pay promptly all judgments which may become liens on the property, then the said Beneficiary, or its assigns may, pay any such unpaid taxes, assessments, liens or judgments and insure said improvements, and without notice, declare the whole debt secured by this Deed of Trust to be due and payable and proceed to foreclose same at once. All taxes, assessments, liens, judgments and insurance premiums paid by the said Beneficiary or its assigns, and all necessary expenses incurred by said Beneficiary or its assigns in connection therewith, including any expense incurred in defending the title of the Grantor to said property or in defending this Deed of Trust, or in seeking to have this Deed of Trust reformed by judicial proceedings, shall constitute a part of the debt secured by this Deed of Trust and become immediately due and payable to the said Beneficiary or its assigns.

6. In the event the Grantor shall fail to keep the buildings hereinabove conveyed in good condition and repair, Beneficiary or its assigns shall have the right to make any repairs, or improvements, and any such expenditure will be a legitimate indebtedness against the Grantor and against the property embraced in this Deed of Trust, and the cost of such repairs or improvements will become part of the debt secured by this instrument.

7. Failure by the Grantor to pay the above indebtedness, or any instalments thereon as they shall become due, or do or perform any of the above covenants and agreements, shall cause the entire indebtedness to become due and payable at the option of said Beneficiary or its assigns, and shall fully empower the Beneficiary or its assigns to have the Trustee execute his Trust, and said Beneficiary or its assigns shall not be required to declare such acceleration in writing or give notice thereof.

8. If the property conveyed herein should be situated in two or more counties or in two judicial districts of the same county, then the Trustee or any successor in said trust shall have full power, in case he is directed to foreclose under this instrument, to select in which county or judicial district the sale of all of the above property shall be made. The Trustee or any successor in said Trust shall have full power to fix the day, time, terms and place of sale, and shall also have full power to conduct any sale hereunder through an agent duly appointed by him for that purpose, but said appointment of agent need not be recorded. Beneficiary or its assigns shall have the same right to purchase at such sale as if a stranger to this instrument.

9. The Grantor waives the provisions of Chapter 248, Laws of Mississippi of 1934, and laws amendatory thereof, if any, insofar as said Section restricts the right of the Trustee to offer at sale more than one hundred sixty acres at a time, and the Trustee may offer the property herein conveyed as a whole regardless of the manner in which it may be described.

10. The attorney's fees provided for in the above described note and the Trustee's fee provided for in this Deed of Trust are hereby made liens on said property, and the Grantor hereby promises to pay the same should they become due under the terms of said note and this Deed of Trust.

11. If the legal holder of said note secured hereby proceeds in equity to foreclose this Deed of Trust, then a reasonable fee shall be allowed by the Court to the attorney representing such holder.

12. The said Beneficiary, or any owner or holder of the note secured hereby, may at pleasure and without notice appoint successive trustees in the place of said Trustee who shall have all the powers as are herein vested in the above named Trustee.

13. Whenever in this Deed of Trust the context so requires, the singular number shall include the plural, and the plural the singular; the holder of the note shall be deemed to refer to and include the owner of the debt; the word Beneficiary shall at all times include the then holder of the note secured hereby.

This conveyance, however, is in Trust to secure the prompt payment of the aforesaid indebtedness, and all other indebtedness that may become due and owing to the Beneficiary under the terms of this instrument and secured hereby, including the payment of any sum expended or any indebtedness incurred by the Beneficiary herein, or any owner or holder of the note secured hereby, in the payment of premiums for insurance, or in the payment of taxes on said property, or in the payment of attorney's fees or other items expended in protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, then this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note secured hereby, or of any installment thereon, or in the payment when due and demandable of any other item of indebtedness secured hereby, or if default is made in any other covenant herein contained, then the entire principal sum secured hereby and all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the Beneficiary, of the owner or holder of said note, be and become at once due and payable, and the Trustee herein named, or his successor or successors, shall, at the request of the beneficiary, or at the request of any owner or holder of the note secured hereby, sell said property or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid. Such sale shall be made by giving notice of the time, place and terms of sale as required by Section 89-1-55, Mississippi Code of 1972, Recompiled, and amendments, if any, thereto, and the Trustee shall make deed to the purchaser or purchasers. Should the Beneficiary, or the owner or holder of the note secured hereby be a corporation, then a declaration of default to the trustee, and a request for sale hereunder, may be made by any officer thereof. Out of the proceeds from such sale, the cost and expense of executing this Deed of Trust shall first be paid, including a reasonable Trustee's fee, and the attorney's fee prescribed in said note, or a reasonable attorney's fee if none be prescribed in said note, next the amount of said indebtedness then remaining unpaid, and lastly, any balance remaining shall be paid to the Grantor.

WITNESS the signature of the Grantor, this the 30th day of October, 19 75

Wade C Bell

Mrs. Pauline Bell

STATE OF MISSISSIPPI

COUNTY OF _____

Personally appeared before me, the undersigned authority of law in and for the jurisdiction aforesaid, the within named Wade C. Bell and wife Pauline Bell

who acknowledged that they signed and delivered the above and foregoing Deed of Trust on the day and year and for the purposes therein mentioned.

Given under my hand and official seal this 30th day of October, 19 75.

My commission expires:

_____

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 1 o'clock 15 minutes P. M. 3 day of Nov. 1975, and that the same has been recorded in Book 192 Page 531 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 4 day of Nov. 1975.

Fees $4.50 pd.

SEAL H. L. Ferguson, CLERK

534

CANCELLED BY AUTHORITY RECORDED IN BOOK 205 PAGE 631 THIS 9 DAY OF Nov 1976
H. D. Lee CHANCERY CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK 207 PAGE 860 THIS 25 DAY OF Jan 1977
H. D. Lee CHANCERY CLERK

DEED OF TRUST

RETURN TO:
RECORD DATA OF MISS.
SUITE 922-100 N. MAIN
MEMPHIS, TN 38103

THIS DEED OF TRUST made and entered into this 29th day of Oct. 19 75 by and between Thomas R. Young and wife Freddie N. Young hereinafter called the Grantor(s); Dale Mock hereinafter called the Trustee; Homemakers Finance Service, Inc., a New York Corporation, and having its business office and post office address at 1389 Stateline Rd., P. O. Box 213, Southaven, Miss. 38671 Mississippi, hereinafter called the Beneficiary;

WHEREAS the Grantors are justly indebted to the Beneficiary in the full sum of FourThousandNinehundred SixtyEightDollars&00/100 DOLLARS $ 4,968.60 evidenced by promissory note of even date herewith payable to the Beneficiary, at the office of the Beneficiary stated above, or at such place as the holder may designate, in writing, in 36 monthly installments of $ 138.00 each commencing on the 5th day of Dec. 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 Hornlake District of DeSoto County, State of Mississippi, and more particularly described as follows, to wit:

Lot 825, Section "B" North½, in DeSoto Village Subdivision on Section 33, Township 1 South, Range 8 West as shown by the plat recorded in Plat Book 8, pages 12-15 in the office of the Chancery Clerk of said county.

The undersigned convenant(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.

The Grantor hereby assigns to the Beneficiary any and all rents on the premises covered hereby and authorizes the Beneficiary, by its agents, to take possession of said premises at any time there is any default in the payment of the debt hereby secured or in the performance of any obligation herein contained, and rent the same for the account of the Grantor, and to deduct from such rents all costs of collection and administration and to apply the remainder of the same on the debt hereby secured. The Grantor further covenants and agrees that in case of a sale, as hereinabove provided, the Grantor or any person in possession under the Grantor, shall then become and be tenants holding over and shall forthwith deliver possession to the purchaser at such sale, or be summarily dispossessed in accordance with the provisions of law applicable to tenants holding over. The lien of this instrument shall remain in full force and effect during any postponement or extension of the time of payment of the indebtedness or any part thereof secured hereby. The Grantor(s) waive the provisions of Chapter 248, , Laws of Mississippi of 1934, and amendatory thereof, if any, as far as said Section restricts the right of the trustee to offer at sale more than one hundred and sixty acres at a time, and the trustee may offer the property herein conveyed as a whole regardless of the manner in which it may be described. The Grantor(s) agrees to pay all usual and necessary costs incident to the cancellation upon the record or records of this deed of trust after the indebtedness hereby secured has been paid in full. In the event the property described herein shall be subject to or become subject to an oil, gas or mineral lease, then the Grantors herein assign to the beneficiary herein named, its successors or assigns, all rents and/or royalties accruing under said lease(s) until the indebtedness hereby secured is extinguished in full.

Grantors convenant at all times to do all things necessary to defend the title to all of the mortgaged property, but the holder shall have the right, at any time, to intervene in any suit affecting such title and to employ independent counsel in connection with any such suit to which it may be a party by intervention or otherwise, and upon demand Grantors agree to pay the holder all reasonable expenses paid or incurred by it in respect of any such suit affecting title to any such property, or affecting the holder's liens or rights hereunder, including reasonable fees to the holder's attorneys, and Grantors will indemnify and hold the holder harmless from and against any and all such costs and expenses, including, but not limited to any and all cost, loss, damage or liability which it may ever suffer or incur on account of the failure or inability of Grantors for any reason, to convey the rights, titles and interests which this deed of trust purports to convey. Grantors convenant at any time and from time to time, upon request by the holder, at Grantors' expense, forthwith to execute and deliver to the holder, for the benefit of all holders, if there be more than one, any and all additional instruments and further assurances as may be necessary or proper, in the holder's opinion, to effect the intent of these presents, and to continue with due diligence to cure, to the satisfaction of such holder's attorneys, all objections and meet all requirements heretofore or hereafter made by said attorneys in connection with the loan hereby secured, or the titles to the mortgaged property. In the event that this deed of trust is subordinate to any other deed of trust or lien of any kind, the beneficiary may, in the event of a default in the performance of any covenant or agreement in the prior deed of trust or in the event of default in payment of any indebtedness secured by any other prior lien when due, at its option, declare the entire indebtedness secured by this deed of trust immediately due, and payable, or the beneficiary may perform any such defaulted covenant or agreement to such extent as the beneficiary may determine or pay any part of the indebtedness which is in default, with resultant right of subrogation, and the beneficiary shall have a lien for the same with interest at the rate of eight per centum [8%] per annum from date until paid, and the trustee shall have all of the powers of sale or otherwise, in reference to said payments as for default in the payments of the original indebtedness secured by this deed of trust, and the failure to promptly repay the Beneficiary any monies so expended, upon demand, shall render the whole indebtedness herein secured, at the option of the legal holder of said indebtedness, immediately due and payable.

If default be made in any payment of any installment of principal or interest or of any indebtedness herein provided for when the same may become due and payable, then the whole of the indebtedness secured in and by this instrument may, at the option of the beneficiary, and without notice to the Grantors, be declared immediately due and payable. A failure on the part of the beneficiary to exercise any option herein contained in the event of default being made, shall not constitute a waiver of the beneficiary's right to exercise said option in the event of any subsequent default.

In case the Grantors or either of them, or their vendees of the property herein conveyed, immediate or remote, should become insolvent, or apply to a bankruptcy court to be adjudicated a voluntary bankrupt, or proceedings be instituted to put them in involuntary bankruptcy, or should any proceedings be taken against the grantors, or their said vendees, immediate or remote, or either of them, looking to the appointment of a receiver, assignee, or trustee, then, and in either or any such case, all rents becoming due thereafter on the property herein conveyed shall be due and payable to the beneficiary herein, to be applied on the indebtedness secured hereby, and the whole indebtedness hereby secured, may, at the option of the said Beneficiary, or any holder of said indebtedness, be declared so and payable.

It is hereby agreed that all of the provisions of this deed of trust shall apply to and secure any and all other obligations of the undersigned, or either of them, owing to, or guaranteed by, the beneficiary herein, prior to the payment of the above described note, irrespective of whether or not said obligation or obligations were incurred prior to or subsequent to the date of the indebtedness secured hereby.

Any and all acts authorized herein on the part of the beneficiary, if it be a corporation, may be performed by it, acting through any of its officers; and should any successor or assign of said beneficiary be a corporation, then such acts may likewise be performed by such corporation acting through any of its officers. The Trustee herein may act through an agent or attorney-in-fact designated by him and such designation need not be filed for record.

The said beneficiary, its successors, assigns, or legal representatives, or any owner of the above mentioned note, or either of them, are hereby authorized to appoint, in writing, successive or substitute trustees in place of the Trustee hereinabove named, or the successor or successors of such Trustee, if from any cause the above named Trustee, or the successor or successors of such Trustee, shall not be present, able and willing to execute the trust granted hereunder or to act in the premises, or if said beneficiary, its successors, assigns or legal representatives, or any owner of the aforesaid note, or either of them, shall for any reason desire so to do.

Witness the signature of the undersigned on the day, month and year first above set forth.

Witness

Dale Mock

Witness

Linda Sullivan

Witness

Thomas R. Young

Freddie N. Young

STATE OF MISSISSIPPI, DeSoto COUNTY
I certify that the within instrument was
filed for record at 1 o'clock and
15 minutes P. M. 3 day of Nov. 19 75
recorded in Book 192 Page 534 records of
Real Estate Trust Deeds of said County.
Witness my hand and seal this 4 day of November 19 75
H. D. Ferguson, Clerk
By D.C.

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 Thomas R. Young, and wife, Freddie N. Young 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 Oct. 29 day of A.D. 19 75

Larry R. Kilduff
NOTARY PUBLIC

My commission expires:

4-3-77

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 1 o'clock
15 minutes P. M. 3 day of Nov. 1975, and that the same has been
recorded in Book 192 Page 534 records of REAL ESTATE TRUST DEEDS
of said County.
Witness my hand and seal this the 4 day of November 1975.
Fees $ 3.50 pd.
SEAL H. D. Ferguson, CLERK

536

RELEASE OF TRUST DEED

TO THE CHANCERY CLERK OF DeSoto COUNTY, MISSISSIPPI:

You are hereby authorized, empowered and directed to mark "Satisfied and Cancelled" of Record that certain Trust Deed, executed by A.E. Shook, Jr and wife, Betty Mae Hatfield Shook to H.R. Garner Coahoma Bank (Formerly Coahoma National Bank) Trustee, for the use and benefit of ____, dated the 5th day of October A. D., 19 73, and recorded at Page 459 of Record Book 116, of the records in your office. The indebtedness therein mentioned and thereby secured was never assigned by the undersigned to any one and has been fully paid to Coahoma Bank

WITNESS signature this, the 3rd day of November, 19 75

Coahoma Bank

Vice - Pres.

Loan Officer

STATE OF MISSISSIPPI,
County of DeSoto

Personally appeared before me, the undersigned authority in and for said County and State, the within named R.O Harper & H.W. Williams, Vice President & Loan Officer Coahoma Bank who acknowledged that He signed and delivered the foregoing instrument on the day and date therein named.

WITNESS my hand and seal this, the 3rd day of Nov, 19 75.

Notary public

My Commission Expires Jan. 27, 1978

L-131

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 1 o'clock 20 minutes P. M. 3 day of Nov. 1975, and that the same has been recorded in Book 192 Page 536 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 4 day of November 1975.

Fees $2.50 pd.

SEAL H. L. Ferguson, CLERK

RELEASE OF TRUST DEED

TO THE CHANCERY CLERK OF DeSoto COUNTY, MISSISSIPPI:

You are hereby authorized, empowered and directed to mark "Satisfied and Cancelled" of Record that certain Trust Deed, executed by Andy Edison Shook, Jr. and wife, Betty Mae Hatfield Shook to H.R. Garner Trustee, for the use and benefit of Coahoma Bank (Fomerly Coahoma National Bank), dated the 16 day of March A. D., 19 75, and recorded at Page 470 of Record Book 115, of the records in your office.

The indebtedness therein mentioned and thereby secured was never assigned by the undersigned to any one and has been fully paid to Coahoma Bank

WITNESS signature this, the 3rd day of November 19 75

Coahoma Bank

Vice - Pres.

Loan Officer

STATE OF MISSISSIPPI,
County of DeSoto

Personally appeared before me, the undersigned authority in and for said County and State, the within named R.D. Harper + H.W. Williams, Vice President & Loan Officer Coahoma Bank who acknowledged that they signed and delivered the foregoing instrument on the day and date therein named.

WITNESS my hand and seal this, the 3rd day of Nov. 19 75.

Notary public

My Commission Expires Jan. 31, 1978

L-131

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 1 o'clock 20 minutes P. M. 3 day of Nov. 1975, and that the same has been recorded in Book 192 Page 537 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 4 day of Nov. 1975.

Fees $2.50 pd.

SEAL H. D. Ferguson, CLERK

538

Paid, Satisfied and Cancelled
This 5th day of March 1976
Security Bank of Hernando
[illegible], Trustee

Attest
B. D. Ferguson
Chancery Clerk D.C.
Westfall

FOR REAL ESTATE, CHATTEL OR BOTH

Joseph B. Latham,
et ux

To { DEED OF TRUST

Security Bank of Hernando

THIS INDENTURE, Made this 24 day of October, 19 75
between Joseph B. Latham and wife, Barbara G. Latham
of the first part,
and Security Bank of Hernando, of the second part,
WITNESSETH, That whereas, said part ies of the first part, being indebted to the said party of the second part in the sum of Four Thousand Dollars ($4,000.00) evidenced by a promissory note of even date, bearing 9% interest from date, due and repayable on or before March 1, 1976

and any further amount that the party of the second part may furnish the party of the first part during the year 19 76 not to exceed Ten Thousand Dollars ($10,000.00) and the part ies of the first part having agreed to secure the prompt payment of the same when due: Therefore, in consideration of the premises, and of the sum of One Dollar to the part ies of the first part paid by George S. McIngvale Trustee, the part ies of the first part ha ve this day granted, bargained, and sold to the said Trustee the following described property, located in the County of DeSoto, and state of Mississippi, viz: ~~All of the agricultural products of every kind that ... be ... on hand, and all the crops of every kind to be grown by ... and family, or any hands working with or under ... either as landlord or tenant or otherwise, during the year 19 ... on the land that ... may cultivate, or cause to be cultivated, as landlord or tenant; and all ... securing advances of every kind and~~

Lot 1, Jaybird Subdivision as per plat thereof recorded in Plat Book 11, Page 27 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 4, Township 4, Range 7.

Should the Trustee at any time believe said property, or any part thereof, endangered as a security for said debt ... he may then forthwith take possession of said property and sell the same as herein below directed. Should the part ies of the first part promptly pay the above stated indebtedness on or before the 1st day of March 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 hereto; and if there be a surplus, such surplus shall be refunded to the part ies of the first part. In case of failure or inability on the part of said Trustee to execute the trust herein confided, the part 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:

Joseph B. Latham
Barbara G. Latham

STATE OF MISSISSIPPI, DeSOTO COUNTY
Personally appeared before me, the undersigned authority of said County, the within named Joseph B. Latham and wife, Barbara G. Latham
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 24 day of October 19 75

My Commission Expires:

(SEAL)

Clerk
Notary Public
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 whose name subscribed thereto, sign, seal, deliver the same to the said Trustee, that he, this deponent, subscribed his name as a witness thereto in the presence of the said and that he saw the other subscribing witness sign the same in the presence of the said on the day and year therein named.

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 3 o'clock
40 minutes P. M. 3 day of Nov. 1975, and that the same has been
recorded in Book 192 Page 538 records of REAL ESTATE TRUST DEEDS
of said County.
Witness my hand and seal this the 4 day of Nov. 1975.

Fees $ 2.50 pd.

SEAL H. D. Ferguson, CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK
271 Page 121
this 31 day of March 1981
H. D. Ferguson
CHANCERY CLERK

Paid, Satisfied and Cancelled
This 19 day of March 19 80
Jerry Battles
Reuben A. Taylor
Attest
H. L. Ferguson
Chancery Clerk B. Mera

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FOR REAL ESTATE, CHATTEL OR BOTH

Jerry Battles, et ux,

To { DEED OF TRUST

Reuben A. Taylor,

THIS INDENTURE, Made this 1st day of November 19 75
between Jerry Battles and wife, Margaret Ann Battles
of the first part,
and Reuben A. Taylor
of the second part,

WITNESSETH, That whereas, said part ies of the first part, being indebted to the said part y of the second part in the sum of Five Thousand Dollars ($5,000.00), evidenced by one promissory note of even date bearing 6% interest after maturity, due and repayable in fifty (50) equal monthly installments of One Hundred Dollars ($100.00) each, the first installment due on the first day of December, 1975 and one installment due on the first day of each month thereafter until paid in full.

~~and my further promise that the party of the second part may furnish the party of the first part during the period ~~ ~~pursuant of the above, when due. Therefore, in consideration of the premises, and of the sum of One Dollar to the part~~ies of the first part paid by Joel P. Walker Trustee, the part ies of the first part have this day granted, bargained, and sold to the said Trustee the following described property, located in the County of DeSoto, and state of Mississippi, viz: ~~all of the above described ~~ ~~products of every kind that ~~ ~~thereon, or any timber standing, with or under ~~ ~~and lying on or ~~ ~~mentioned, or any rights, privileges or appurtenances ~~ ~~and all ~~

The land in DeSoto County, Mississippi described as follows, to-wit:

Two (2) acres in the Southwest Quarter of Section 4, Township 2, Range 8 described as beginning at a point in the North line of Church Road, 208.71 feet West of the East line of the Southwest Quarter of said Section 4 (which point is the southwest corner of the Whitman tract); thence West with the North line of Church Road 208.71 feet to a stake; thence North 417.42 feet to a stake in Whitman's South corner; thence with Whitman's line East 208.71 feet to a corner; thence with Whitman's line South 417.42 feet to the point of beginning, containing 2 acres.

A failure to pay said installments when due shall operate to cause the entire unpaid indebtedness to become immediately due and payable at the option of the owner and holder of said note.

The maker of the note shall have the right to pay all or any part of the indebtedness before maturity without penalty, and if paid on or before maturity, the indebtedness will bear no interest.

Should the Trustee at any time believe said property, or any part thereof, endangered as a security for said debt ~~ ~~ he may then forthwith take possession of said property and sell the same as herein below directed. Should the part ies of the first part promptly pay the above stated indebtedness on or before the ~~ xxx due date thereof xx ~~ then this instrument to be void; but in default thereof the said Trustee shall take possession of said property, and after giving notice of the time, place and terms of sale, by advertisement according to law in DeSoto County, shall sell the same at public auction, to the highest bidder for cash, at such time and place as he shall designate in said advertisement. The proceeds of said sale shall be applied to the payment of said indebtedness and all costs incurred herein; and if there be a surplus, such surplus shall be refunded to the part 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

Jerry Battles
Margaret Ann Battles

STATE OF MISSISSIPPI, DESOTO COUNTY.

Personally appeared before me the undersigned authority of said County, the within named Jerry Battles and wife, Margaret Ann Battles who acknowledged that they signed and delivered the foregoing Deed of Trust on the day and year therein mentioned.

Given under my hand and official seal, this 1st day of November 1975.

My commission expires: 3-24-79 (SEAL)

Sarah J. Bethune Clerk
By Notary Public 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 2 o'clock 30 minutes P. M. 3 day of Nov. 1975, and that the same has been recorded in Book 192 Page 539 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 4 day of Nov. 1975.

Fees $ 2.50 pd.

SEAL H. L. Ferguson, CLERK

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PARTIAL RELEASE

For value received, the undersigned A.W. Bouchillon, the lawful holder of an indebtedness secured by that certain Deed of Trust to William L. Rone, Trustee, for the use and benefit of A.W. Bouchillon, dated January 9, 1975, and recorded in Book 182, Page 476, 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 Deed 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 Deed of Trust not heretofore released, the lien of said Deed 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 29 day of October, 1975.

A.W. Bouchillon

STATE OF MISSISSIPPI

COUNTY OF DESOTO

This day personally appeared before me, the undersigned authority in and for said county and state, the within named A.W. BOUCHILLON, who acknowledged that he signed and delivered the above and foregoing Partial Release on the day and year therein mentioned as his free and voluntary act and deed for the purposes therein expressed.

GIVEN under my hand and official seal of office, this the 29 day of October, 1975.

Faye L. Daniels
Notary Public

MY COMMISSION EXPIRES:
8-1-76

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 4 o'clock 45 minutes P. M. 3 day of Nov. 1975, and that the same has been recorded in Book 192 Page 540 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 4 day of Nov. 1975.
Fees $ 2.60 pd.
SEAL H. L. Ferguson, CLERK

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CANCELLED BY AUTHORITY [illegible] IN BOOK
194 228
THIS 10 Dec 19 76
H.D. Ferguson
CHANCERY CLERK

DEED OF TRUST

THIS DEED OF TRUST is made this 31st day of OCTOBER, 19 75, among the Grantor, ARTHUR PHILLIPS, single,

Joe M. Hudspeth, (herein "Borrower"),
(herein "Trustee"),
and the Beneficiary, NORTH MISSISSIPPI SAVINGS & LOAN ASSOCIATION, a corporation organized and existing under the laws of The State of Mississippi, whose address is
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:

One and one-half acres in Section 23, Township 1, Range 9, described as beginning at a point 40 feet South and 3,897.5 West of the Northeast corner of Section 23, thence South 00° 04' 25" West a distance of 319.68 feet to a point; thence South 89° 55' 49" West a distance of 188.22 feet to a point in the East line of old Highway 61; thence Northwestwardly along said East line of old Highway 61 North 5° 35' 51" West a distance of 321.75 feet to a point in the South line of Stateline Road; thence Eastwardly on the South line of Stateline Road South 89° 55' 35" East a distance of 220.20 ft. to the point of beginning.

The right is reserved to prepay the outstanding principal balance at any time with a penalty of five percent (5%) of the unpaid principal balance if prepaid during the first year; decreasing one percent (1%) each year thereafter to one percent (1%) of the unpaid principal balance if prepaid during the fifth year; with no penalty thereafter.

(In the event the installments on the indebtedness secured hereby are not paid within 15 days after the due date, the obligors shall be responsible for a late charge equal to $5.00 or 5% of the installment of principal and interest, whichever is greater.)

TOGETHER with all the improvements, now or hereafter erected on the property, and all easements, rights, appurtenances, rents (subject however to the rights and authorities given herein to Lender to collect and apply such rents), royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Deed of Trust; and all of the foregoing, together with said property (or the leasehold estate in the event this Deed of Trust is on a leasehold) are herein referred to as the "Property";

TO SECURE to Lender (a) the repayment of the indebtedness evidenced by Borrower's note of even date herewith (herein "Note"), in the principal sum of Twenty Eight Thousand and No/100 - - Dollars, with interest thereon, providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on 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.

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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.

ARTHUR PHILLIPS —Borrower

—Borrower

Route 1, Box 34

Walls, Mississippi 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 ARTHUR PHILLIPS, single, who acknowledged that he signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and seal of office, on this the 4th day of OCTOBER, A.D., 19 75.

My Commission expires: 3-24-79

Notary Public

WALKER, FRANES, RONE, BRIDGFORTH & WOODS, LTD.

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 9 o'clock and
25 minutes A. M., 4 day of Nov. 1975, and that the same has been recorded in Book 192 Page 541 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 4 day of November 1975.
Fees $ 5.00 pd.
SEAL H. L. Ferguson, CLERK

Cancelled
CANCELLED BY AUTHORITY RECORDED IN BOOK
239 PAGE 456
THIS 15 DAY OF Mar 19 79
H. G. Ferguson
CHANCERY CLERK

545

Mississippi Bankers Association
Form No. 1
(Revised Dec. 1955)
LAND

DEED OF TRUST
LAND

THIS INDENTURE, this day made and entered into between

WILSON D. FLOWERS and wife DONNA C. FLOWERS

of the first part, hereinafter designated as the Grantor, and

WILLIAM H. AUSTIN, JR. Trustee, of the second part, hereinafter designated as Trustee, and

FIRST NATIONAL BANK OF HERNANDO, MISSISSIPPI,

of the third part, hereinafter designated as the Beneficiary.

WITNESSETH: That whereas the Grantor is justly indebted to the beneficiary in the full sum of SIXTEEN THOUSAND ONE HUNDRED THIRTY SEVEN AND 60.100----------DOLLARS ($ 16,137.60) evidenced by One promissory note of even date herewith in favor of the beneficiary, bearing interest at the rate of TEN per centum per annum after Maturity , providing for the payment of attorney's fees in case of default and being due and payable as follows, to-wit:

60 monthly installments of $268.96 beginning on December 3, 1975, and continuing each and every seccessive month thereafter until paid in full, with the last installment due on November 3, 1980.

WHEREAS, the said grantor desires to secure the prompt payment at maturity of the aforesaid indebtedness, as well as any extension of the same, or any part thereof, and any other or further indebtedness in the way of future advances hereunder, or otherwise, that the grantor, or either of them, may now or hereafter owe the beneficiary, as hereinafter provided:

NOW, THEREFORE, in consideration of the premises, and the further consideration of Ten Dollars ($10.00) cash in hand paid by the aforesaid trustee, the receipt of which is hereby acknowledged, the grantor does hereby convey and warrant unto the said trustee, the property situated in the

County of DeSoto

State of Mississippi, and more particularly described as follows, to-wit:

Lot 1757, 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.

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 herwby 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 27 day of Oct 1975

Wilson D. Flowers

Wilson D. Flowers

Donna C. Flowers

Donna C. Flowers

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 WILSON D. FLOWERS AND WIFE DONNA C. FLOWERS who severally acknowledged that THEY signed and delivered the above and foregoing deed of trust on the day and year therein mentioned.

Given under my hand and official seal, this the 27th day of October 19 75

My Commission Expires: My Commission Expires Nov. 11, 1978

Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 9 o'clock 30 minutes A. M. 4 day of Nov. 1975, and that the same has been recorded in Book 192 Page 545 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 4 day of Nov. 1975.

Fees $ 5.00 pd.

SEAL H. P. Ferguson, CLERK

548

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 6th day of March, 19 75, made and executed by GRADY B. NICHOLS and wife, BRENDA MURLEY NICHOLS, 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 619 of the Record of Trust Deeds, on the 11th day of March, A. D. 19 75, is now fully paid and satisfied; and I do hereby authorize the Clerk of the Chancery Court of said DeSoto County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of said County also as provided by law.

BANK OF MISSISSIPPI
Olive Branch, Mississippi

By: Peggy Mitchell - Loan Clerk
(Name) (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 in and for County and State aforesaid, of BANK OF MISSISSIPPI, Olive Branch, 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 day of October, A. D. 19 75.

(SEAL)

NOTARY PUBLIC

My Commission Expires: Jan 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. 4 day of Nov. 1975, and that the same has been recorded in Book 192 Page 548 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 4 day of Nov. 1975.

Fees $ 2.50 pd.

SEAL H. L. Ferguson, CLERK

FULLY PAID AND SATISFIED
DATE 12/20/01
UNITED STATES OF AMERICA
RURAL DEVELOPMENT
BY _____
Community Development Mgr.
PURSUANT TO AUTHORITY
CONTAINED IN 31 FR 14109

ATTEST _____
W. E. Davis CHANCERY CLERK
by D. Blackmon DC

USDA–FHA
Form FHA 427–1 MS
(Rev. 9–7–71)

Position 5

REAL ESTATE DEED OF TRUST FOR MISSISSIPPI
(INSURED LOANS TO INDIVIDUALS)

THIS INDENTURE, made and entered into this day, October 7, 1975,
(Date)

by and between the undersigned FRANK FULLER and wife, FLORIDA MAE T. FULLER

residing in DESOTO County, Mississippi, whose post office address is Route 1, Box 54, Hernando, Mississippi 38632,

grantor(s), herein called "Borrower," and AARON R. COOLSBY,

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	$22,750.00	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:

Lot No. 16, 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.

550

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 8 o'clock and 50 minutes A. M. 13 day of Oct. 19 75 and that the same has been recorded in Book No. 192 Page 545 records of Real Estate Trust Deeds of said County.

Witness my hand and seal this 13 day of Oct. 19 75

D. W. [illegible] Clerk

WITNESS the signature(s) of Borrower the day and year first above written

/ Frank Fuller
FRANK FULLER, HUSBAND

/ Florida Mae T. Fuller
FLORIDA MAE T. FULLER, WIFE

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 FRANK FULLER and FLORIDA MAE T. FULLER, 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, 19 75.

(SEAL) Mary B. Hoy
(Signature)

NOTARY PUBLIC
(Title)

My Commission Expires: My Commission Expires April 3, 1979

155.

5.00 pd. D. W.

GPO 824-793

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 9 o'clock 30 minutes A. M. 4 day of Nov. 1975, and that the same has been recorded in Book 192 Page 549 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 4 day of November 1975.

Fees $ 5.00 pd.

SEAL H. L. Ferguson, CLERK

. Lot 455, Section C, Eastover

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 187 at Pages 559 of the Records of Deeds or Deeds of Trust in your office.

Witness my signature, this the 31st day of October, 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 31st day of October, 19 75.

Sarah B. Hall
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. 4 day of Nov. 1975, and that the same has been recorded in Book 192 Page 553 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 4 day of November 1975.

Fees $2.50 pd.

SEAL H. D. Ferguson, CLERK

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Assignment of this Instrument to ... in
Real Estate T/D Book
No. 193 Page 406
This the 24 day of Nov 1975
D. B. Ferguson Clerk

Assignment of this Instrument ... in
Real Estate T/D Book
No. 198 Page 357
This the 12 day of April 1976
D. B. 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 28th day of October, 1975, by and between--------Paul David Boardman and wife, Sharon Venable Boardman----------, 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-----, 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 78, Section "B" Hernando Estates Subdivision in Section 7, Township 3 South, Range 7 West, as per plat thereof recorded in plat book 6, page 9, in the office of the Chancery Clerk of De-Soto 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-two Thousand Four-Hundred Fifty and 00/100-------- Dollars ($ 32,450.00-----), with interest from date at the rate of eight---------- per centum (8.00---- %) per annum on the balance remaining from time to time unpaid, principal and interest being payable at the office of Wortman & Mann, Inc., P. O. Box 1571, in Jackson, Mississippi 39205 or at such other place as the holder may designate, in writing, in monthly installments of Two Hundred Thirty-Eight and 18/100---------- Dollars ($ 238.18--------), 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 Est T/D Book 362 Page 726 This the 14 day of April 19 76 W. E. Davis by D.S.

Assignment of this Instrument Recorded in Real Estate T/D Book 240 Page 454 This the 8 day of Nov 19 75 W. E. Davis by M. Dickerson D.C.

Assignment of this Instrument Recorded in Real Estate T/D Book 521 Page 432 This the 13 day of March 1990 W. E. Davis by M. Dickerson D.C.

CANCELLED BY ASSIGNMENT RECORDED IN BOOK 696 PAGE 271
THIS 4th DAY OF April 19 94
W. E. Davis
Chancery Clerk By: P. Stanley D.C.

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 (2c) for each dollar ($1) of each payment more than fifteen (15) days in arrears to cover the extra expense involved in handling delinquent payments.

3. If the total of the payments made by the Grantor under *(b)* of paragraph 2 preceding shall exceed the amount of the payments actually made by the Beneficiary for ground rents, taxes, or assessments, or insurance premiums, as the case may be, such excess at the option of the Beneficiary, shall be credited on subsequent payments to be made by the Grantor, or refunded to the Grantor. If, however, the monthly payments made by the Grantor under *(b)* of paragraph 2 preceding shall not be sufficient to pay ground rents, taxes and assessments, and insurance premiums, as the case may be, when the same shall become due and payable, then the Grantor shall pay to the Beneficiary any amount necessary to make up the deficiency, on or before the date when payment of such ground rents, taxes, assessments, or insurance premiums shall be due. If at any time the Grantor shall tender to the Beneficiary, in accordance with the provisions thereof, the full payment of the entire indebtedness represented thereby, the Beneficiary shall, in computing the amount of such indebtedness, credit to the account of the Grantor all payments made under the provisions of *(a)* of paragraph 2 hereof which the Beneficiary has not become obligated to pay to the Secretary of housing and Urban Development, and any balance remaining in the funds accumulated under the provisions of *(b)* of paragraph 2 hereof. If there shall be a default under any of the provisions of this Deed of Trust resulting in a public sale of the premises covered hereby or if the Beneficiary acquires the property otherwise after default, the Beneficiary shall apply, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under *(b)* of paragraph 2 preceding, as a credit against the amount of principal then remaining unpaid under the note secured hereby, and shall properly adjust any payments which shall have been made under *(a)* of paragraph 2.

4. That he will pay all and singular the costs, charges, and expenses including a 10% attorney's fee, reasonably incurred or paid at any time by the Beneficiary, because of the failure on the part of the Grantor to perform, comply with, and abide by each and every the stipulations, agreements, conditions, and covenants of the note secured hereby and of this Deed of Trust, or either, and every such payment shall bear interest from date at the rate set forth in the note secured hereby, shall be payable on demand, and shall be fully secured by this Deed of Trust.

5. That he will not commit, permit, or suffer waste, impairment, or deterioration of said property or any part thereof, and in the event of the failure of the Grantor to keep the buildings on said premises and those to be erected on said premises, or improvements thereon, in good repair, the Beneficiary may make such repairs as in its discretion it may deem necessary for the proper preservation thereof, and the sums so paid shall bear interest from date at the rate set forth in the note secured hereby, shall be payable on demand, and shall be fully secured by this Deed of Trust.

6. That he will keep the improvements now existing or hereafter erected on the said premises, insured as may be required from time to time by the Beneficiary against loss by fire and other hazards, casualties, and contingencies, including war damage, in such amounts and for such periods as may be required by the Beneficiary and will pay promptly, when due, any premiums on such insurance provision for payment of which has not been made hereinbefore. All insurance shall be carried in companies approved by the Beneficiary and the policies and renewals thereof shall be held by the Beneficiary and have attached thereto loss payable clauses in favor of and in form acceptable to the Beneficiary. In event of loss the Grantor will give immediate notice by mail to the Beneficiary, who may make proof of loss if not made promptly by the Grantor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Beneficiary instead of to the Grantor and the Beneficiary jointly, and the insurance proceeds, or any part thereof, may be applied by the Beneficiary at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this Deed of Trust or other transfer of title to the said premises in extinguishment of the indebtedness secured hereby, all right, title, and interest of the Grantor in and to any insurance policies then in force shall pass to the purchaser or grantee.

7. That he will pay all taxes, assessments, water rates, and other governmental or municipal charges, fines, or impositions, for which provision has not been made hereinbefore, and shall promptly deliver the official receipts therefor to the Beneficiary; and in default of such payment by the Grantor, the Beneficiary may pay the same, and any amount so paid by the Beneficiary shall then be added to the principal debt named herein and shall be secured hereby.

8. The Grantor further agrees that should this Deed of Trust and the note secured hereby not be eligible for insurance under the National Housing Act within thirty (30) from the date hereof (written

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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 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.

Paul David Boardman

Paul David Boardman

Sharon Venable Boardman

Sharon Venable Boardman

170 Tara Drive

Hernando, MS 38632

STATE OF MISSISSIPPI,

COUNTY OF DESOTO } ss:

Personally appeared before me Mary K. Waller, the undersigned authority in and for the said County, the within named Paul David Boardman and wife, Sharon Venable Boardman, ~~his wife~~, who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and seal this 28th day of October, 1975

My Commission Expires:
September 25, 1978

STATE OF MISSISSIPPI

Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 30 minutes A. M. 4 day of Nov. 1975, and that the same has been recorded in Book 192 Page 554 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 4 day of Nov. 1975.

Fees $ 5.00 pd.

SEAL H. L. Ferguson, CLERK

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FOR REAL ESTATE, CHATTEL OR BOTH

Raven L. Cox, et ux

To { DEED OF TRUST

Earl Ray

THIS INDENTURE, Made this 3rd day of ~~October~~ November, 19 75
between Raven L. Cox and wife, Betty Cox

and Earl Ray of the first part,
of the second part,

WITNESSETH, That whereas, said part ies of the first part, being indebted to the said part y of the second part in the sum of Six Thousand Dollars ($6,000.00) evidenced by a promissory note of even date, bearing 8% interest from date, due and repayable in 84 equal amortized monthly installments of $93.52 each, first of said installments shall be due 12/11/75 and one installment due each succeeding month thereafter until paid in full with each installment to be applied first toward accrued interest and the balance to the reduction of principal

~~and whereas, default has been made by the party of the second part and the party of the first part during the year 19 [illegible] not to complete the payment of the same when due.~~ Therefore, in consideration of the premises, and of the sum of One Dollar to the part ies of the first part paid by 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 ~~crops raised~~ [illegible] ~~on hand, and all the crops of every kind to be grown by~~ [illegible] ~~family, or any hands working with or under~~ [illegible] ~~either as landlord or tenant or otherwise during the year 19~~ [illegible] ~~on the land that~~ [illegible] ~~may be likely, or come to be cultivated, as landlord or tenant and all~~ [illegible] ~~farming implements of every kind and~~

Lot 50 and East 1/2 of 51, Delta Crest Subdivision in Section 18, Township 3, Range 9 as shown by the plat recorded in Plat Book 5, Pages 6 and 7 in the office of the Chancery Clerk of DeSoto County, MIssissippi.

A failure to pay said installments when due shall operate to cause the entire unpaid indebtendess 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, embargoed as a security for said debt ~~[illegible]~~, 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 [illegible] then this instrument to be void; but in default thereof the said Trustee shall take possession of said property, and after giving notice of the time, place and terms of sale, by advertisement according to law in DeSoto County, shall sell the same at public auction, to the highest bidder for cash, at such time and place as he shall designate in said advertisement. The proceeds of said sale shall be applied to the payment of said indebtedness and all costs incurred herein, and if there be a surplus, such surplus shall be refunded to the 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 place in his stead.

Witness our signature s the date written above.

Witness

Raven L. Cox
Betty Cox

STATE OF MISSISSIPPI, DeSOTO COUNTY

Personally appeared before me, the un dersigned authority of said County, the within named Eaven L. Cox and wife, Betty Cox

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~~ November, 19 75.

My Commission Expires: 3-5-76 (SEAL)

Barbara J Brinkley 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

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 30 minutes A. M. 4 day of Nov. 1975, and that the same has been recorded in Book 192 Page 557 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 4 day of November 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 Peoples Bank & Trust

of Olive Branch, Miss 38654 the beneficiary, does hereby certify that a certain trust deed

bearing date the 9th day of May 19 75 made and executed by John W. Dever and

Sue V. Dever of Olive Branch, Miss to Peoples Bank & Trust

the above named beneficiary, and recorded in the office of the Chancery Clerk of DeSoto

County, in the State of Mississippi in Real Estate Trust Deed Record No. 185 on page 515

of the Record of Trust Deeds, on the 13 day of May, A. D. 19 75, is now fully paid

and satisfied; and I do hereby authorize the Clerk of the Chancery Court of said DeSoto

County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of

said County also as provided by law.

Peoples Bank & Trust, Olive Branch, Miss 38654

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, Assistant Cashier who acknowledged that he signed and

Peoples Bank and Trust

delivered the above and foregoing instrument on the day and date for the purpose therein mentioned.

Given under my hand and seal of office this 3rd day of November A. D. 19 75

Aurelia B. Jones

Notary Public

NOTARY PUBLIC

MY COMMISSION EXPIRES MAY 28, 1978

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 50 minutes A. M. 4 day of November 1975, and that the same has been recorded fu Book 192 Page 558 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 4 day of November 1975.

Fees $2.50 pd.

SEAL H. L. Ferguson, CLERK

SUBSTITUTION OF TRUSTEE

WHEREAS, on April 1, 1970 a Land Deed of Trust was executed by Hugh M. Coleman and wife, Trudy J. Coleman to Roland D. Marble, Trustee for Colonial Savings & Loan which Deed of Trust is recorded in the office of the Chancery Clerk of DeSoto County, Mississippi, at Hernando in Deed of Trust Book 116 at Page 493, and,

WHEREAS, said Deed of Trust was assigned by Colonial Savings & Loan to Bradley Mortgage Company by assignment dated December 30, 1970 and recorded in the office of the Chancery Clerk aforesaid in Book 125 at Page 294, and,

WHEREAS, by Charter Amendment filed September 5, 1974 in the office of the Secretary of State, State of Mississippi at Jackson, Mississippi in File C-83214, Bradley Mortgage Company became Fidelity Mortgage Company thereby constituting Fidelity Mortgage Company as holder of said Deed of Trust, and,

WHEREAS, Fidelity Mortgage Company, as the holder of the aforesaid Deed of Trust, desires to substitute another trustee in the place and stead of the said Roland D. Marble as it has a legal right to do under the terms and provisions of said Deed of Trust,

NOW, THEREFORE, Fidelity Mortgage Company, acting by and through its duly authorized officer, does hereby nominate and appoint ROY D. POWELL in that certain Land Deed of Trust recorded in the office of the Chancery Clerk of DeSoto County at Hernando, Mississippi in Book 116 at Page 493.

WITNESS THE SIGNATURE OF THE CORPORATION, this 29th day of October, 1975.

FIDELITY MORTGAGE COMPANY

By Robert O. Denny
Senior Vice President

STATE OF MISSISSIPPI
COUNTY OF HINDS

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, Robert O. Denny who is an officer and the Senior Vice President of Fidelity Mortgage Company, who acknowledged that he executed and delivered the foregoing Substitution of Trustee for and on behalf of said corporation, after having been duly authorized so to do.

WITNESS MY SIGNATURE AND SEAL OF OFFICE, this 29th day of October, 1975.

Shirley Barnes

My Commission Expires Jan. 21, 1979

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock no minutes A M. 3 day of November 1975, and that the same has been recorded in Book 192 Page 559 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 5 day of November 1975.

Fees $ 2.50 pd.

SEAL H. L. Ferguson, CLERK

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Assignment of this Instrument Recorded in Real Estate T 17 Book No. 193 Page 282 This the 30 day of Dec 1975

Assignment of this Instrument Recorded in Real Estate T 17 Book No. 199 Page 633 This the 13 day of Dec 1976

STATE OF MISSISSIPPI
FHA FORM NO. 2135m
Revised January 1971

DEED OF TRUST

This form is used in connection with deeds of trust insured under the one- to four-family provisions of the National Housing Act.

THIS DEED OF TRUST, made and entered into this 30th day of October, 1975, by and between ROY E. ASHTON and wife, LINDA B. ASHTON

, 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, Miss., 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 11, Section "A" Revised Churchwood Estates Subdivision, in Section 2, Township 2 South, Range 8 West, as shown of record in Plat Book 12, Pages 45 and 46 in the office of the Chancery Court Clerk of DeSoto County, Mississippi.

The funds derived from the indebtedness secured by this Deed of Trust have been used entirely to pay all or a part of the purchase price of the above described property.

TO HAVE AND TO HOLD the same unto the Trustee and unto his successors and assigns, forever.

IN TRUST, HOWEVER, to secure to WORTMAN & MANN, INC., a corporation organized and existing under the laws of the State of Mississippi, the payment of a certain promissory note of even date herewith in the principal sum of Thirty-Two Thousand Three Hundred Fifty & No/100 Dollars ($ 32,350.00), 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, Jackson, Mississippi or at such other place as the holder may designate, in writing, in monthly installments of Two Hundred Thirty-One and 95/100 Dollars ($ 231.95), commencing on the first day of December, 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 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 18 Book No. 362 Page 726 This the 14 day of April 1976

Assignment of this Instrument Recorded in Real Estate T 18 Book No. 533 Page 91 This the 1 day of May 2000

CANCELLED BY AUTHORITY, RECORDED IN BOOK 1208 PAGE 409 THIS 1 DAY OF May 2000 W. E. Davis CHANCERY CLERK By M. Calvert D.C.

Attempted

CANCELLED BY AUTHORITY, RECORDED IN BOOK 1200 PAGE 239 THIS 30th DAY OF March 2000 W. E. Davis CHANCERY CLERK by D. Stanley D.C.

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 themby, 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 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.

Roy E. Ashton

Roy E. Ashton

Linda B. Ashton

Linda B. Ashton

STATE OF MISSISSIPPI,
COUNTY OF DESOTO } ss:

Personally appeared before me Rose B. Loftis, the undersigned Notary Public in and for the said County, the within named Roy E. Ashton and Linda B. Ashton, 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 30th day of October, 19 75.

Rose B. Loftis
NOTARY PUBLIC
My Commission Expires April 28, 1978

STATE OF MISSISSIPPI
COUNTY OF DeSoto } ss:

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock 30 minutes A M. 4 day of November 1975, and that the same has been recorded in Book 192 Page 560 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 5 day of November 1975.

Fees $ 5.00 pd.

SEAL H. D. Ferguson, CLERK

CANCELLED BY AUTHORITY. RECORDED IN BOOK 446 PAGE 159
THIS 22 DAY OF August 1988
W. Davis by Cole D.C.
Chancery Clerk

Assignment of this Instrument Recorded in Real Estate T/D Book No. 193 Page 170
This the 17 day of Nov. 1975
H. D. Ferguson Clerk

STATE OF MISSISSIPPI
FHA FORM NO. 2135m
Revised January 1971

DEED OF TRUST

This form is used in connection with deeds of trust insured under the one- to four-family provisions of the National Housing Act.

D-22869-SR

THIS DEED OF TRUST, made and entered into this 17th day of October 19 75 PREPARED BY MORRIS WHITTEMAN, ATTY. 4041 Knight Arnold Road Memphis, Tenn. 38118
by and between

Thomas B. Seever and wife, Marcia D. Seever
, 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 609, Section C, Revised, Greenbrook Subdivision, as shown on plat of record in plat book 11, pages 13 and 14, in Section 19, Township 1 South, Range 7 West, in the office of the Chancery Clerk of Desoto County, Mississippi, to which plat reference is hereby made for a more particular description of said lot, as per survey by Ralph F. Hassa, Civil Engineer dated August 25, 1975.

This deed is being re-recorded for the purpose of correcting the date of the survey, and correcting the legal description.

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 Five Thousand Nine Hundred Fifty and no/100------- Dollars ($ 25,950.00---), 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 or at such other place as the holder may designate, in writing, in monthly installments of One Hundred Eighty Six and 06/100------- Dollars ($ 186.06-----), 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 days* from the date hereof (written

statement of any officer of the Department of Housing and Urban Development or authorized agent of the Secretary of Housing and Urban Development dated subsequent to the Sixty Days time from the date of this Deed of Trust, declining to insure said note and this Deed of Trust, being deemed conclusive proof of such ineligibility), the Beneficiary or the holder of the note may, at its option, declare all sums secured hereby immediately due and payable.

If the Grantor shall well and truly keep and perform all the covenants and agreements in this Deed of Trust, and in the note hereby secured, set forth, and well and truly pay off and discharge the said note and other indebtedness secured and intended to be secured hereby, then this conveyance shall be null and void, but otherwise shall remain in full force and effect and at the request of the Beneficiary, the said Trustee, or any successor appointed in his stead, shall sell the premises covered hereby at public auction for cash to the highest and best bidder, during legal hours, at any front door of the county courthouse of Desoto County, State of Mississippi, after giving notice, by advertising and posting as required by law, of the time, place, and terms of sale, and out of the proceeds arising from such sale, the said Trustee, or any successor, shall first pay all the costs and expenses of executing this Trust, including a reasonable compensation of said Trustee; next, said Trustee shall pay the balance of the indebtedness hereby secured then remaining unpaid; and lastly, any balance remaining in the hands of said Trustee shall be paid to the Grantor. The Beneficiary, or any subsequent holder of the note, or the duly authorized Attorney-in-Fact of either, is hereby authorized and empowered to appoint and substitute another Trustee in the place of the Trustee named herein, at any time, by writing, duly signed and acknowledged and recorded in the county or counties where the premises covered hereby are situate, and such appointee shall have full power as the Trustee herein, together with all the rights and privileges thereunto belonging. No one exercise of this power of appointment, power of sale, or any other power or right given in this Deed of Trust shall exhaust the right to exercise such power, but all rights and powers herein given may be exercised as often as may be necessary to achieve the perfect security and the collection of the indebtedness secured by this Deed of Trust until said indebtedness is fully paid and discharged. At any sale had by any Trustee hereunder, the Trustee may, from time to time, adjourn said sale to a later date without readvertising the sale by giving notice of the time and place of such continued sale at the time when and where the Trustee shall make such adjournment, and at any sale made to enforce the Trust herein given, the Beneficiary, or any person in interest, may become a purchaser, and upon payment of the purchase price, the Trustee shall execute a deed of conveyance, which conveyance shall vest full and perfect title in such purchaser upon payment of the purchase price.

The Grantor hereby assigns to the Beneficiary any and all rents on the premises covered hereby and authorizes the Beneficiary, by its agent, to take possession of said premises at any time there is any default in the payment of the debt hereby secured or in the performance of any obligation herein contained, and rent the same for the account of the Grantor, and to deduct from such rents all costs of collection and administration and to apply the remainder of the same on the debt hereby secured.

The Grantor further covenants and agrees that in case of a sale, as hereinabove provided, the Grantor or any person in possession under the Grantor, shall then become and be tenants holding over and shall forthwith deliver possession to the purchaser at such sale, or be summarily dispossessed in accordance with the provisions of law applicable to tenants holding over.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, the Grantor(s) has hereunto set his hand(s) the day and year herein first written above.

The holders of the indebtedness described herein shall have the option at any time to require Grantors to pay to the holders of the indebtedness in addition to and concurrent to the monthly installment of principal and interest and escrow for taxes and hazard insurance, a sum equal to one-twelfth of the annual flood insurance premium in the event the holder of the indebtedness requires flood insurance and same is available under the National Flood Insurance Act of 1968 or subsequent similar legislature; said sum to be held in escrow without liability on the part of the holder of the indebtedness for interest thereon and to be used in payment of said insurance when due and payable. If the amount so held shall at any time be insufficient to pay said insurance premium when due and payable, the Grantors shall promptly deposit the entire amount of said deficit.

Thomas B. Seever
Thomas B. Seever

Marcia D. Seever
Marcia D. Seever

STATE OF ~~MISSISSIPPI~~ Tennessee
COUNTY OF Shelby

Personally appeared before me M Walker, the undersigned Notary public in and for the said County, the within named Thomas B. Seever and Marcia D. Seever, 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 17th day of October, 1975

My Commission Expires June 11, 1979

M. Walker

STATE OF MISSISSIPPI
COUNTY OF Desoto

I, H. D. Ferguson, Clerk of the Court of the Chancery of said County, do hereby certify that the

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 2 o'clock 30 minutes P M. 4 day of November 1975, and that the same has been recorded in Book 192 Page 563 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 5 day of November 1975.

Fees $5.00 pd.

SEAL H. D. Ferguson, CLERK

566

PREPARED BY:
SIDNEY M. KATZ, ATTY.
4041 KNIGHT ARNOLD ROAD
MEMPHIS, TENN. 38118

CORRECTION
ASSIGNMENT
ASSIGNMENT OF DEED OF TRUST

For valuable consideration, the receipt of which is acknowledged, the undersigned does hereby sell, transfer and assign unto THE PHILADELPHIA SAVING FUND SOCIETY, that certain Deed of Trust executed by LEWIS R. CUTSHALL & wife, BARBARA A. CUTSHALL to delta Title Company, Trustee, for the benefit of National Mortgage Company, a Tennessee corporation, dated July 25th, 19 75, securing a note in the sum of $27,000.00, recorded in Book 189, Page 9, 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 $27,000.00, plus interest at the rate of 9-½ % 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 hereunto affixed on this the 12th day of August, 19 75.

NATIONAL MORTGAGE COMPANY

Sidney M. Katz
Senior Vice President

ATTEST:

Edwin G. Moskowitz
Assistant Secretary

**This Assignment is being re-recorded to correct the Assistant Secretary name.

STATE OF TENNESSEE
COUNTY OF SHELBY

Before me the undersigned, a Notary Public in and for the aforesaid County and State, personally appeared the within named Sidney M. Katz and Edwin G. Moskowitz who acknowledged that they, as Senior Vice President and Assistant Secretary respectively, of and for and on behalf and by authority of National Mortgage Company, a corporation organized and existing under the laws of the State of Tennessee, signed the above foregoing instrument and affixed the corporate seal of said corporation herewith and delivered said instrument on the day and year therein mentioned.

GIVEN UNDER MY HAND and seal of office, this the 12th day of August, 19 75.

Judith Combs
NOTARY PUBLIC

2/71/226 My Commission Expires Sept 13, 1977

sq

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 2 o'clock 30 minutes P M. 4 day of November 1975, and that the same has been recorded in Book 192 Page 566 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 5 day of November 1975.

Fees $2.50 pd.

SEAL H. D. Ferguson, CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK
248 PAGE 433
THIS 7 DAY OF Sept 19 79
H. G. Ferguson
CHANCERY CLERK

Deed of Trust

To

THIS DEED OF TRUST, Made and entered into this the 27th day of October 19 75,
by and between W. H. Long d/b/a W. H. Long 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
Two Hundred Seventy Thousand and No/100 - - - - - - - - - - - - - - - - - - DOLLARS
($ 270,000.00), 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 W. H. Long d/b/a W. H. Long 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 $30,000.00 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 581, 582 and 596, Section B, DeSoto Village Subdivision, in Sections 33 and 34, Township 1 South, Range 8 West, of record in Plat Book 8, Pages 16-21, in the Office of the Chancery Clerk of DeSoto County, Mississippi.

Lots 594 and 652,, Section B, DeSoto Village Subdivision, in Section 33, Township 1 South, Range 8 West, Plat Book 8, Pages 16-21, Office of the Chancery Clerk of DeSoto County, Mississippi.

Lots 583, 613, 615 and 616, Section B, DeSoto Village Subdivision, in Section 34, Township 1 South, Range 8 West, Plat Book 8, Pages 16-21, 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 materials, 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 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 885 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.

W. H. LONG COMPANY

W. H. Long

W. H. LONG

570

STATE OF ~~MISSISSIPPI~~ TENNESSEE

COUNTY OF SHELBY

Personally appeared before me, the undersigned authority in and for the juriadiction aforesaid, the within named

W. H. Long

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 27th day of October, 1975

Helen Pugh-Wyatt
Notary Public
My Commission Expires September 1, 1976

My Commission expires

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

L & L BUILDERS

TO

NATIONAL MORTGAGE COMPANY

STATE OF MISSISSIPPI } Chancery Court
County. }

I certify that this Deed of Trust was filed for record in my office at 2:30 o'clock P M., on the 4 day of Nov. 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.

Delta Title Co.
5.00 pd.

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 2 o'clock 30 minutes P M. 4 day of November 1975, and that the same has been recorded in Book 192 Page 567 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 5 day of November 1975.

Fees $5.00 pd.

SEAL H. D. Ferguson, CLERK

Deed of Trust

To

THIS DEED OF TRUST, Made and entered into this the 24th day of October, 19 75,

by and between L & L BUILDERS

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

- - - - Three Hundred Seventy Four Thousand and No/100 - - - - - - - - - - DOLLARS

($ 374,000.00), 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 L & L Builders 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 1029, 1030, 1031, 1032, 1033, 1034, 1035, 1036 and 1037, Section C, DeSoto Village Subdivision in Section 33, Township 1 South, Range 8 West, as per plat thereof in Plat Book 10, Pages 2-8, in the Office of the Chancery Clerk of DeSoto County, Mississippi.

Lots 1681 and 1693, Section D, DeSoto Village Subdivision, in Section 33, Township 1 South, Range 8 West, as per plat thereof in Plat Book 10, Page 9, 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 materials, such condition shall constitute an event of default and the entire accrued indebtedness shall in that event become accelerated and matured for the purpose of foreclosure at the option of the holder, who shall not be required to give any notice other than the advertisement for foreclosure provided herein. The money hereby shall be advanced as construction progresses upon requisition made by the borrowers for work and material also completed or installed upon the premises to be based on estimates approved by an appraiser of the holder.

CANCELLED BY AUTHORITY RECORDED IN BOOK
248 PAGE 434
THIS 7 DAY OF Sept 19 79
H. G. Ferguson
CHANCERY CLERK

It is understood and agreed that this conveyance is made subject to and the parties hereto have agreed on and are bound by and will observe and fulfill the following covenants, stipulations and conditions as obligatory upon the respective parties:

First: This deed of trust secures not only the aforementioned indebtedness but also such future and additional advances as may be made to the grantors, or either of them, by the beneficiary in a sum of not exceeding $100,000.00 (the beneficiary to be the sole judge as to whether or not any such future or additional advancements will be made), as well as any additional indebtedness heretofore, now, or hereafter contracted with the beneficiary by the grantors, or either of them, before the cancellation of record of this instrument, whether such indebtedness be represented by promissory notes, open account, over-draft or otherwise, including also any indebtedness of any grantor made as joint maker, surety, endorser or guarantor, together with all extensions and renewals of any of the aforementioned obligations, or any part thereof, and whether otherwise secured or not.

Second: The grantors herein shall pay all taxes and assessments, general or special, which may be levied or assessed upon the property herein described promptly when the same shall become due, and keep the improvements situated upon said land insured at all times during the continuance of this deed of trust against loss or damage by fire, storm and other hazard for the maximum amount of insurance obtainable or in such amount as may be approved by the beneficiary, in some solvent insurance company or companies authorized to do business in the state of Mississippi, and satisfactory to the said beneficiary, with standard mortgage clause attached in favor of said beneficiary, or the legal holder of said note or notes, and shall have the policy or policies of insurance assigned and delivered to the legal holder or holders of the indebtedness secured hereby, and on failure so to do, then the legal holder of the note or notes, or either of them, may pay said taxes and assessments, redeem the property from any tax sale, or sales, if it has been sold, and insure said property, pay the premiums, and have a lien for the same, with interest at the rate of six per centum per annum from date until paid, and the trustee herein shall have all of the powers of sale or otherwise, in reference to said payments as for default in the payments of the original indebtedness, and the failure to promptly repay the legal holder or holders of the said note or notes, or either of them, any money so expended, upon demand, shall render the whole indebtedness herein secured, at the option of the legal holder of said indebtedness immediately due and payable. In event of loss or damage to the premises by fire or other hazard, the Grantors will give immediate notice by mail to the Beneficiary, who may make proof of loss if not made promptly by the Grantors, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Beneficiary instead of to the Grantors and the Beneficiary jointly, and the insurance proceeds or any part thereof, may be applied by the Beneficiary at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this Deed of Trust, or other transfer of title to the said premises in extinguishment of the indebtedness secured hereby, all right, title, and interest of the Grantors in and to any insurance policies then in force shall pass to the purchaser or grantee.

Third: If default be made in any payment of any installment 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.

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.

L & L BUILDERS

W. H. LONG

574

TENNESSEE

STATE OF ~~MISSISSIPPI~~

COUNTY OF SHELBY

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named W. H. Long

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 _____ day of _____ 19____

Helen Ingram
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

L. & L. BUILDERS

TO

NATIONAL MORTGAGE COMPANY

STATE OF MISSISSIPPI } Chancery Court
_____ County.

I certify that this Deed of Trust was filed for record in my office at 2:30 o'clock P. M., on the 2 day of Dec 1975 and was duly recorded the _____ day of _____ 19____, on page _____

Book No. _____ In my office.

Witness my hand and seal of office this _____ day of _____ 19____

Chancery Clerk.
D. C.

5.00 pd. Deeds

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 2 o'clock 30 minutes P M. 4 day of November 1975, and that the same has been recorded in Book 192 Page 571 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 5 day of November 1975.

Fees $ 5.00 pd.

SEAL H. P. Ferguson, CLERK

MISSISSIPPI
ASSIGNMENT OF DEED OF TRUST

PREPARED BY:
SIDNEY M. KATZ, ATTY.
6041 KNIGHT ARNOLD ROAD
MEMPHIS, TENN. 38115

For valuable consideration, the receipt of which is acknowledged, the undersigned does hereby sell, transfer and assign unto WYNNE FEDERAL SAVINGS AND LOAN ASSOCIATION, that certain Deed of Trust executed by William N. Barker and wife, Beverly G. Barker to Delta Title Company, Trustee, for the benefit of National Mortgage Company, a Tennessee Corporation, dated October 6th, 1975, securing a note in the sum of $ 22,300.00, recorded in Book 191, Page 624, of the office of the Chancery Clerk of DeSoto County, Mississippi, together with the indebtedness secured thereby.

The undersigned as Beneficiary warrants that it is the legal owner of the above described indebtedness and is capable of conveying title to same.

The undersigned covenants that the original Note secured by said Deed of Trust and assigned by this instrument is in the principal amount of $ 22,300.00, plus interest at the rate of 9 % per annum, the first monthly installment being due the 1st day of December, 19 75.

IN WITNESS THEREOF the undersigned has executed this assignment through its Senior Vice President and Assistant Secretary, and has caused its corporate seal to be thereunto affixed on this the 24th day of October, 19 75.

NATIONAL MORTGAGE COMPANY

Sidney M. Katz
Senior Vice President

ATTEST:

S. J. Weissmann
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 S. J. Weissmann who acknowledged that they, as Senior Vice President and Assistant Secretary respectively, of and for and on behalf and by authority of National Mortgage Company, a corporation organized and existing under the laws of the State of Tennessee, signed the above foregoing instrument and affixed the corporate seal of said corporation herewith and delivered said instrument on the day and year therein mentioned.

GIVEN UNDER MY HAND and seal of office, this the 24th day of October, 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 2 o'clock 30 minutes P M. 4 day of November 1975, and that the same has been recorded in Book 192 Page 575 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 5 day of November 1975.
Fees $ 2.50 pd.

H. L. Ferguson, CLERK

576

FOR REAL ESTATE, CHATTEL OR BOTH

Roy Lynn Thorning, Jr., et ux

To { DEED OF TRUST

Toxey T. Fortinberry

THIS INDENTURE, Made this ____ day of July 19 75 between Roy Lynn Thorning, Jr. and wife, Pam Thorning ... of the first part, and Toxey T. Fortinberry 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 Hundred Thirty Dollars & 95/100 ($530.95) evidenced by a promissory note of even date, bearing 8% interest from date, due and repayable in 5 equal monthly amortized installments of $100.00 and a 6th and final installment to $30.95, first of said installments shall be due August 15, 1975 and one installment due each succeeding month thereafter until paid in full with each installment to be applied first toward accrued interest and the balance to the reduction of principal

~~and was further agreed that the party of the second part may furnish the party of the first part during the year 19 ... not to exceed ... and the party ... of the first part having agreed to secure the prompt payment of the same when due~~ Therefore, in consideration of the premises, and of the sum of One Dollar to the part ies of the first part paid by George S. McIngvale, Trustee, the part ies of the first part have this day granted, bargained, and sold to the said Trustee the following described property, located in the County of DeSoto, and state of Mississippi, viz: ~~All of the agricultural products of every kind that ... now be ... on hand, and all the crops of every kind to be grown by ... and family, or any hands working with or under ... either as landlord or tenant or otherwise, during the year 19 ... on the land that ... may cultivate, or cause to be cultivated, as landlord or tenant and all ... farming implements of every kind and~~

Part of Lot 3891, Hilvale Subdivision in Section 13, Township 3, Range 8 described as follows: At the southeast corner of Lot 3891 of Hilvale Subdivision, as shown on recorded plat of said subdivision in Plat Book 1, Page 3; thence north on the east line of said Lot 3891; 198.2 feet to an iron pin; thence north 89 degrees 50 minutes west 100 feet to an iron pin; thence south 00 degrees 10 minutes west 56.6 feet to the center line of a ditch; thence with the center line of said ditch southeasterly 36.5 feet to a point; thence continuing along the center line of said ditch southeasterly 140 feet to the point of beginning.

A failure to pay said installments when due shall operate to cause the entire unpaid indebtedness to become immediately due andpayable 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, 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

Roy Lynn Thorning Jr.

Pam Thorning

STATE OF MISSISSIPPI, DeSOTO COUNTY.

Personally appeared before me the undersigned authority of said County, the within named Roy Lynn Thorning, Jr. and wife, Pam Thorning 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 19 day of July 19 75

My Commission Expires: (SEAL) My Commission Expires Jan. 9, 1... 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 9 o'clock 20 minutes A. M. 5th day of November 1975, and that the same has been recorded in Book 192 Page 576 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 5th day of November 1975.

Fees $2.50 pd.

SEAL H. L. Ferguson, CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK
198 PAGE 355
THIS 12 DAY OF April 1976
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

LEON H. DOWNEN and wife, ANN DOWNEN

of the first part, hereinafter designated as the Grantor,

H. R. GARNER Trustee, of the second part, hereinafter designated as Trustee, and

THE BANK OF HORN LAKE, Branch of 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 HUNDRED AND NO/100 DOLLARS

($100.00) evidenced by one promissory note of even date herewith in favor of the beneficiary, bearing interest at the rate of 10 per centum per annum after Date , providing for the payment of attorney's fees in case of default and being due and payable as follows, to-wit:

On or before January 30, 1976.

WHEREAS, the said grantor desires to secure the prompt payment at maturity of the aforesaid indebtedness, as well as any extension of the same, or any part thereof, and any other or further indebtedness in the way of future advances hereunder, or otherwise, that the grantor, or either of them, may now or hereafter owe the beneficiary, as hereinafter provided:

NOW, THEREFORE, in consideration of the premises, and the further consideration of Ten Dollars ($10.00) cash in hand paid by the aforesaid trustee, the receipt of which is hereby acknowledged, the grantor does hereby convey and warrant unto the said trustee, the property situated in the

County of DeSoto,

State of Mississippi, and more particularly described as follows, to-wit:

Lot 3 in Colonial Estates Subdivision as shown by the plat recorded in Plat Book 4, Page 32, in the office of the Chancery Clerk of DeSoto County, Mississippi, in Section 25, Township 3, Range 8.

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 31 day of Oct. 19 75.

× Leon H. Downen
Leon H. Downen

× Ann Downen
Ann Downen

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 Leon H. Downen and wife, Ann Downen, 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 31 day of October 1975.

My Commission Expires: June 2, 1977

Mary Ellen Roberson
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. 5th day of November 1975, and that the same has been
recorded in Book 192 Page 577 records of REAL ESTATE TRUST DEEDS
of said County.
Witness my hand and seal this the 5th day of November 1975.

5.00

H. L. Ferguson, CLERK

580

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 Maurice F. Keathley, Jr. and wife, Anita M. Keathley to First Federal Savings and Loan Association of Jackson, Jackson, Mississippi and recorded in Book 181 at Page 487 having been transferred and assigned to the undersigned in Book _____, Page _____ of the record of deeds or deeds of trust in your office.

THIS the 29th day of October, A. D., 19 75.

FEDERAL HOME LOAN MORTGAGE CORPORATION

BY: K R Halterman
Asst. Regional Vice President

ATTEST:
BY: John W Kelly
Assistant Secretary

STATE OF ARKANSAS

COUNTY OF PULASKI

Personally appeared before me, the undersigned authority, in and for the State and County aforesaid, the within named K. R. Halterman and John W. Kelly, personally known to me to be the Assistant Regional Vice President and Assistant Secretary, respectively, of Federal Home Loan Mortgage Corporation, 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 29th day of October A. D., 19 75.

Carl D. Hollis
Notary Public

My Commission Expires: Sept 6 1977

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock 30 minutes A M. 5th day of November 1975, and that the same has been recorded in Book 192 Page 580 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 5th day of November 1975.

Fees $ 2.50 pd.

SEAL H. W. Ferguson, CLERK

This instrument prepared by: Kriger, Harkavy, Shainberg & Kosten, 81 Madison Bldg., Memphis, Tn.

TRUST DEED RELEASE

DeSoto Mississippi

WHEREAS, By the hereinafter described trust deed___, heretofore recorded in the Register's Office of ~~Shelby~~ County, Tenn. ~~Miss.~~ certain real property was conveyed by the hereinafter named grantor___, to Delta Title Company as Trustee, for the purpose of securing the payment and indebtedness evidenced by notes fully described in such trust deed—; and

WHEREAS, All of the notes described in and secured by said trust deed___ have been paid in full, and there is nothing due or owing on said indebtedness nor under the terms and provisions of said trust deed___; and

WHEREAS, Said trust deed___ are briefly described as follows, to-wit:

GRANTOR	Date of Instrument	Recorded	Description of Property
Michael Weiss Homes, Inc.	8-20-74	Book 179 Page 173	Lt 930, Sec B, N.Half DeSoto Village Subdivision

NOW, THEREFORE, in consideration of the premises the undersigned National Mortgage Company 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___, its heirs and assigns all its right, title, and interest in and to the real estate described in said trust deed, to which reference is made for a particular description of said property.

The undersigned, National Mortgage Company, 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 National Mortgage ha___ hereunto set ___ hand___ (or caused its corporate name to be signed hereto by and through its proper officers duly authorized so to do) this the ___ day of ___, 19___.

NATIONAL MORTGAGE COMPANY
BY: Frank Robinson
TREASURER

STATE OF TENNESSEE }
COUNTY OF SHELBY }

On this ___ day of ___, 19___, before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared ___ to me known to be the person___ described in and who executed the foregoing instrument, and acknowledged that ___he___ executed the same as ___ free act and deed.

WITNESS my hand and Notarial Seal at office the day and year above written.

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 Frank Robinson, Treasurer Compt. with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the Ts. Compt. President of the National Mortgage Company the within named bargainor, a corporation, and that he as such Ts. Compt 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 Ts. Compt President.

WITNESS my hand and seal at office in Memphis, Tennessee, this 3rd day of November, 19 75.

Helen Shafer
Notary Public

My commission expires My Commission Expires September 1, 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 no minutes A M. 5th day of November 1975, and that the same has been recorded in Book 192 Page 581 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 5th day of November 1975.

Fees $ 3.50 pd.

SEAL H. P. Ferguson, CLERK

582

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 13, 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 162, Page 600, 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 246, Section "B" Revised in Greenbrook Subdivision in Section 19, Township 1 South, Range 7 WEst, as per plat thereof recorded in plat book 8, pages 51-52 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 30th day of October, 1975.

ATTEST:

SERVICE MORTGAGE & INVESTMENT CO., INC.

By: 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 & 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 30th. day of October, 1975.

NOTARY PUBLIC

My Commission Expires:

My Commission Expires March 25, 1978

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at no minutes A. M. 5th day of November 1975, and that the same has been recorded in Book 192 Page 582 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 5th day of November 1975.

Fees $2.50

SEAL H. L. Ferguson, CLERK

583

Assignment of this Instrument Recorded in
Real Estate TID Book
No. 225 Page 7
This the 11 day of May 19 78
W. G. Ferguson Clerk

Assignment of this Instrument Recorded in
Real Estate TID Book
No. 201 Page 322
This the 21 day of June 19 76
W. G. Ferguson Clerk

Deed of Trust

THIS DEED OF TRUST made and entered into on this the 30th day of October, 19 75, by and between MISSISSIPPI DISTRICT COUNCIL ASSEMBLIES OF GOD, INC., acting by and through its duly authorized officers, of the first part, hereinafter designated as the GRANTORS; Jerry H. Blount Trustee, of the second part, hereinafter designated as TRUSTEE; and CHURCH BUILDING AND SAVINGS ASSOCIATION, a Mississippi corporation, of Jackson, Mississippi, of the third part, hereinafter designated as the BENEFICIARY.

WITNESSETH: That whereas the Grantors are justly indebted to the Beneficiary in the sum of THIRTY-TWO THOUSAND AND NO/100---------- DOLLARS ($ 32,000.00), evidenced by a certain promissory note of even date herewith, payable to said Beneficiary;

said note is due and payable in monthly installments of THREE HUNDRED FORTY-THREE AND 88/100 Dollars (343.88) commencing on November 30, 1975, and a like amount on the same date of each month thereafter until the principal and interest are fully paid,

said note or notes bearing interest from date at the rate of Ten (10%) per centum per annum, and providing for attorney's fees for collection if not paid according to the terms thereof;

AND, WHEREAS, Grantors are anxious to secure the payment of said indebtedness hereinabove specificially described, together with any other indebtedness that may become due and owing under the terms of this instrument;

NOW, THEREFORE, in consideration of FIVE AND NO/100 ($5.00) DOLLARS, to the undersigned Grantors this day paid by the aforesaid Trustee, the receipt of which is hereby acknowledged, the grantors do hereby convey and warrant unto the said Trustee, the following described land and property, together with all the hereditaments and appurtenances thereunto appertaining, lying and being situated in the City or Town of Hernando, District of DeSoto County, State of Mississippi, and more particularly described as follows, to-wit:

Lot 4, less the West 175 feet thereof, Colonial Estates Subdivision as recorded in Plat Book 4, Page 22 A, of the land records of DeSoto County, Mississippi, lying in Section 25, Township 3 South, Range 8 West, DeSoto County, Mississippi, reference to which map or plat is here made in aid of and as a part of this description.

CANCELLED BY AUTHORITY, RECORDED IN BOOK 549 PAGE 185
THIS 25th DAY OF Aug. 19 81
W. G. Ferguson Chancery Clerk
By D. Atterberry D.C.

It is understood and agreed that this conveyance is made subject to and the parties hereto have agreed on and are bound by and will observe and fulfill the following covenants, stipulations and conditions as obligatory upon the respective parties:

First: This deed of trust secures not only the aforementioned indebtedness but also such future and additional advances as may be made to the grantors, or either of them, by the beneficiary in a sum not exceeding $100,000.00 (the beneficiary to be the sole judge as to whether or not any such future or additional advancements will be made), as well as an additional indebtedness heretofore, now, or hereafter contracted with the beneficiary by the grantors, or either of them, before the cancellation of record of this instrument, whether such indebtedness be represented by promissory notes, open account, or otherwise, including also any indebtedness of any grantor made as joint maker, surety, endorser or guarantor, together with all extensions and renewals of any of the aforementioned obligations, or any part thereof, and whether otherwise secured or not.

Second: The grantors herein shall pay all taxes and assessments general or special which may be levied or assessed upon the property herein described promptly when the same shall become due, and keep the improvements situated upon said land insured at all times during the continuance of this deed of trust against loss or damage by fire, storm and other hazard for the maximum amount of insurance obtainable or in such amount as may be approved by the beneficiary, in some solvent insurance company or companies authorized to do business in the State of Mississippi and satisfactory to the said beneficiary, with standard mortgage clause attached in favor of said beneficiary, or the legal holder of said note or notes, and shall have the policy or policies of insurance assigned and delivered to the legal holder or holders of the indebtedness secured hereby, and on failure so to do, then the legal holder of the note or notes, or either of them, may paid said taxes and assessments, redeem the property from any tax sale, or sales, if it has been sold, and insure said property, pay the premiums, and have a lien for the same, with interest at the rate of six per centum per annum from date until paid, and the trustee herein shall have all of the powers of sale or otherwise, in reference to said payments as for default in the payments of the original indebtedness, and the failure to promptly repay the legal holder or holders of the said note or notes, or either of them, and money so expended, upon demand, shall render the whole indebtedness herein secured, at the option of the legal holder of said indebtedness immediately due and payable. In event of loss or damage to the premises by fire or other hazard, the grantors will give immediate notice by mail to the beneficiary, who may make proof of loss if not made promptly by the grantors, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the beneficiary instead of to the grantors and the beneficiary jointly, and the insurance proceeds or any part thereof, may be applied by the beneficiary at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this Deed of Trust, or other transfer of title to the said premises in extinguishment of the indebtedness secured hereby, all right, title, and interest of the grantors in and to any insurance policies then in force shall pass to the purchaser or grantee.

Third: If default be made in any payment of any installment of principal or interest or of any indebtedness herein provided for when the same may become due and payable, then the whole of the indebtedness secured by this instrument may, at the option of the beneficiary, and without notice to the grantors, be declared immediately due and payable.

Fourth: A failure on the part of the beneficiary to exercise any option herein contained in the event of default being made, shall not constitute a waiver of the beneficiary's right to exercise said option in the event of any subsequent default.

Fifth: In case the grantors or either of them, or their vendees of the property herein conveyed, immediate or remote, should become insolvent, or apply to a bankruptcy court to be adjudicated a voluntary bankrupt, or proceedings be instituted to put them in involuntary bankruptcy, or should any proceedings be taken against the grantors, or their said vendees, immediate or remote, or either of them, looking to the appointment of a receiver, assignee, or trustee, then, and in either or any such case, the whole indebtedness hereby secured, may, at the option of the said beneficiary, or any holder of the indebtedness, be declared due and payable.

Sixth: When any payment shall be made to beneficiary, by the grantors herein, the said beneficiary, or legal holder of said note or notes or other indebtedness, shall have the exclusive right to make application of said payments to any part of the indebtedness hereby secured which either of them may elect, whether the indebtedness to which said payments may be applied be specifically mentioned in this deed of trust or not.

Seventh: If the property conveyed herein should be situated in two or more counties or in two judicial districts of the same county, then the trustee or any successor in said trust, shall have full power, in case he is directed to foreclose under this instrument, to select in which county, or judicial district, the sale of all of the above property shall be made and his selection shall be binding upon the grantors and the beneficiary and all persons claiming through or under them, whether by contract or by law. The trustee or any successor on said trust shall have full power to fix the day, time, terms and place of sale and shall also have full power to conduct any sale hereunder through an agent duly appointed by him for that purpose but said appointment of agent need not be recorded.

Eighth: The attorney's fees provided for in the above described note or notes and the trustee's fee provided for in this deed of trust are hereby made liens on the above described property and the grantors hereby promise to pay the same should they become due under the terms of the said note or notes and this deed of trust. A reasonable attorney's fee and all costs in connection with any litigation to protect this security or in seeking to have this deed of trust reformed by judicial proceedings, where necessary by mistake in this act, shall constitute a part of the debt secured hereby and become immediately due and payable to the beneficiary upon demand. If the beneficiary, or the legal holder of said note or notes or other indebtedness, shall deem it best to proceed in equity, to foreclose this deed of trust, then a reasonable fee shall be allowed by the court to the attorney representing the beneficiary under this need of trust.

Ninth: In the event that this deed of trust is subordinate to any other deed of trust or lien of any kind, the beneficiary may, in the event of a default in the performance of any covenant or agreement in the prior deed of trust or in the event of default in payment of any indebtedness secured by any other prior lien when due, at its option declare the entire indebtedness secured by this deed of trust immediately due and payable, or the beneficiary may perform any such defaulted covenant or agreement to such extent as the beneficiary may determine or pay any part of the indebtedness which is in default, with resultant right of subrogation, and the beneficiary shall have a lien for the same with interest at the rate of six per centum (6%) per annum from date until paid, and the trustee shall have all of the powers of sale or otherwise, in reference to said payment as for default in the payments of the original indebtedness secured by this deed of trust, and the failure to promptly repay the beneficiary and monies so expended, upon demand, shall render the whole indebtedness herein secured, at the option of the legal holder of said indebtedness, immediately due and payable.

Tenth: The beneficiary, or any owner or holder of the note or notes secured hereby, may at pleasure, without giving formal notice to the original or any successor trustee, or to the grantors herein or their vendees of the property herein conveyed, immediate or remote, and without regard to the willingness or inability of any such trustee to act, or to execute this trust, appoint another person or succession of persons to act as trustee herein, and such appointee or substitute shall have all the title, authority and powers in the execution of this trust as are vested in the trustee herein named. If the beneficiary, or the owners or holder of the note or notes secured hereby, be a corporation, such appointment may be made by any of one of its officers or agents. No one exercise of this power of appointment, power of sale, or any other power or right given in this Deed of Trust shall exhaust the right to exercise such power, but all rights and powers herein given may be exercised as often as may be necessary to achieve the perfect security and the collection of the indebtedness secured by this Deed of Trust until said indebtedness is fully paid and discharged.

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness and any and all other indebtedness that may become due and owing to the beneficiary, under the terms of this instrument, and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security, and any other indebtedness that may become due and owing by the grantors to the beneficiary during the term of this deed of trust arising in any manner whatsoever. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment of interest, or in the payment of taxes or insurance as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other covenant herein contained, then in that event the entire principal sum secured hereby, with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, be and become at once due and payable without notice to the grantors, and the trustee herein named, or his successor, or successors, shall, at the request of the beneficiary, sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid, then unpaid, after giving notice of the time, place and terms of said as required by law, and make deed to the purchaser or purchasers thereof. Out of the proceeds arising from said sale, the costs and expenses of executing this Deed of Trust, including a ten per cent, (10%) trustee's fee, which is hereby agreed to be a reasonable trustee's fee, and the attorney's fee prescribed in said note or notes, shall first be paid, next the amount of said indebtedness then remaining unpaid shall be paid and lastly, any balance remaining shall be paid to the undersigned grantors or to their proper representatives, agents or assigns.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, the use of any gender shall be applicable to all genders, and the term "Beneficiary" shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

IN TESTIMONY WHEREOF, Witness the signature of the Grantors on this the day and date first above written.

MISSISSIPPI DISTRICT COUNCIL
ASSEMBLIES OF GOD, INC.

BY: F. L. Langley
F. L. Langley, Superintendnant

ATTEST:

F. T. Palmer
F. T. Palmer, Secretary

586

STATE OF MISSISSIPPI

COUNTY OF HINDS

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named _____

who severally acknowledged that _____ signed and delivered the above and foregoing deed of trust on the day and year therein mentioned.

Given under my hand and official seal, this the _____ day of _____, 19____

_____
Notary Public

My Commission expires _____

STATE OF MISSISSIPPI

COUNTY OF HINDS

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named

F. L. LANGLEY and P. T. PALMER

who severally acknowledged that they are Superintendant and Secretary respectively of Mississippi District Council / Assemblies of God, Inc., a corporation, and that for and on behalf of said corporation and as its act and deed, they signed, sealed and delivered the above and foregoing instrument of writing on the day and in the year therein mentioned, they having been first duly authorized so to do.

Given under my hand and official seal, this the 30th day of October, 1975

Debi A. King
Notary Public

My Commission expires My Commission Expires August 1, 1977

LAND
Deed of Trust

FROM

TO

Filed for Record the 5 day of December
1975 at 10:00 o'clock A.M.
Chancery Clerk.

STATE OF MISSISSIPPI, } Chancery Court.
County. }

I certify that this Deed of Trust was filed for record in my office at 10 o'clock A. M. on the 5 day of December 19 75 and was duly recorded the ____ day of ____ 19____ in Book No. ____ at Page No. ____ in my office.

Witness my hand and seal of office this ____ day of ____ 19____

Chancery Clerk.

D. C.

STATEMENT OF CLERK'S FEES

For recording ____ words at 15c per 100, $ ____

Taking Acknowledgment ____

Certificate of Seal ____

Total ____

5.00 pd

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock no minutes A M. 5th day of November 1975, and that the same has been recorded in Book 192 Page 583 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 5th day of November 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 First National Bank

of Memphis, Tennessee the beneficiary, does hereby certify that a certain trust deed bearing date the 16th day of October 19 62, made and executed by Jesse Sowell, Inc.

of Memphis, Tennessee, 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. 66 on page 108 of the Record of Trust Deeds, on the 26th day of October, A. D. 19 62, is now fully paid and satisfied; and I do hereby authorize the Clerk of the Chancery Court of said DeSoto County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of said County also as provided by law.

FIRST NATIONAL BANK

BY: David G. Williams, Trustee
David G. Williams, Trustee

Joseph S. Sims, Trustee
Joseph S. Sims, Trustee

TENNESSEE
STATE OF ~~MISSISSIPPI~~, SHELBY ~~DeSoto~~ County. } ss.

Personally came and appeared before me, the undersigned authority a Notary Public in and for County and State aforesaid, David G. Williams and Joseph E. Sims/Trustees for First National Bank who acknowledged that they signed and delivered the above and foregoing instrument on the day and date for the purpose therein mentioned.

Given under my hand and seal of office this 30th day of October A. D. 19 75

Lynda S Smith

MY COMMISSION EXPIRES MARCH 28, 1979
NOTARY PUBLIC

LAWRENCE-GREENWOOD 27844

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock no minutes A M. 5th day of November 1975, and that the same has been recorded in Book 192 Page 587 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 5th day of November 1975.

Fees $2.50 pd.

SEAL W. H. Ferguson, CLERK

588

STATE OF MISSISSIPPI

COUNTY OF DESOTO

ASSIGNMENT OF DEED OF TRUST

For value received, FIRST NATIONAL BANK OF MEMPHIS, Assignor does hereby grant, bargain, sell, convey and assign to GOVERNMENT NATIONAL MORTGAGE ASSOCIATION all its right, title and interest in and to that certain Deed of Trust executed by ROOTS, Edward M. and wife, Donna M. ROOTS on the 29th day of September, 19 75 and recorded in Vol. 191, Page 575, together with the debt secured thereby, and all its right, title and interest in and to the property therein described.

In witness whereof, Assignor has executed this instrument this 4th day of November, 19 75.

FIRST NATIONAL BANK OF MEMPHIS
Assignor

By: Doyle Bradsher

Vice President
Title

STATE OF TENNESSEE

COUNTY OF SHELBY

Before me, Mary C. Utterback, a Notary Public within and for the State and County aforesaid, personally appeared Doyle W. Bradsher, with whom I am personally acquainted, and who, upon oath, acknowledged hemself to be Vice President of the FIRST NATIONAL BANK OF MEMPHIS, the within named party, a corporation, and that he as such Vice President, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself as Vice President.

Witness my hand and seal at office, this 4th day of November, 19 75.

NOTARY PUBLIC

Mary C Utterback
Notary Public
My Commission Expires: MY COMMISSION EXPIRES SEPT. 27, 1976
(SEAL)

This instrument was prepared by: Janie Forsythe
Address: 165 Madison Avenue
Memphis, Tennessee

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock no minutes A M. 5th day of November 1975, and that the same has been recorded in Book 192 Page 588 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 5th day of November 1975.

Fees $2.50 pd.

SEAL H. H. Ferguson, CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK 195 PAGE 639
THIS 2 DAY OF Feb. 1976
H. D. Ferguson
CHANCERY CLERK

FOR REAL ESTATE, CHATTEL OR BOTH

L.G. Turner, et ux,
Grantors
To { DEED OF TRUST
The Hernando Bank,
Beneficiary

THIS INDENTURE, Made this 3rd day of November 19 75
between L.G. Turner and wife, Ruth M. Turner, parties
of the first part,
and The Hernando Bank, party
of the second part,
WITNESSETH, That whereas, said part ies of the first part, being indebted to the said part y of the second part in the sum of Fifteen thousand dollars ($15,000.00) evidenced by their one promissory note of like amount and even date herewith, bearing interest at the rate of 9% per annum from date, being due and payable on or before 120 days from date, 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 $20,000.00.

~~and any further amount that the party of the second part may furnish the party of the first part during the year 19 , not to exceed~~ and the part ies of the first part having agreed to secure the prompt payment of the same when due: Therefore, in consideration of the premises, and of the sum of One Dollar to the part ies of the first part paid by W.E. Wilroy Trustee, the part ies of the first part ha ve this day granted, bargained, and sold to the said Trustee the following described property, located in the County of DeSoto, and state of Mississippi, viz: ~~All of the agricultural products of every kind that now ha ve on hand, and all the crops of every kind to be grown by and finally, or any hands working with or under either as landlord or tenant or otherwise, during the year 19 on the land that may cultivate, or cause to be cultivated, as landlord or tenant and all farming implements of every kind and~~

Part of Town of Hernando Lot No. 409, Section 13, Township 3 South, Range 8 West, more particularly described as BEGINNING at a point in north line of Town Lot 409 in Town of Hernando, Section 13, Township 3, Range 8 West, said point being 118.5 feet east of center line of Northview Street; thence south and parallel to said street 190.0 feet to a point; thence east and parallel to north line said lot 110.0 feet to a point; thence north 190.0 feet to a point in north line said lot; thence westerly along said lot line 110.0 feet to the point of beginning.

Should the Trustee at any time believe said property, or any part thereof, endangered as a security for said debt, he may then forthwith take possession of said property and sell the same as herein below directed. Should the part ies of the first part promptly pay the above stated indebtedness ~~on or before the day of~~ as aforesaid ~~it~~ then this instrument to be void, but in default thereof the said Trustee shall take possession of said property, and after giving notice of the time, place and terms of sale, by advertisement according to law in DeSoto County, shall sell the same at public auction, to the highest bidder for cash, at such time and place as he shall designate in said advertisement. The proceeds of said sale shall be applied to the payment of said indebtedness and all costs incurred herein; and if there be a surplus, such surplus shall be refunded to the part ies of the first part. In case of failure or inability on the part of said Trustee to execute the trust herein confided, the part y of the second part its assigns or legal representatives, can at any time appoint a Trustee to act in his stead.

Witness our signature S the date written above.

L.G. Turner

Ruth M. Turner

Witness

Witness

STATE OF MISSISSIPPI, DeSOTO COUNTY.
Personally appeared before me the undersigned authority of said County, the within named L.G. Turner and wife, Ruth M. Turner 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 November 19 75
MY COMMISSION EXPIRES: 8-11-76 (SEAL)
Faye G. Daniels
By Notary Public

STATE OF MISSISSIPPI, DeSOTO COUNTY.
Before me of said County, this day personally appeared the above named one of the subscribing witnesses to the foregoing Deed of Trust, who, being first duly sworn, deposeth and saith that he saw the above named whose name subscribed thereto, sign and deliver the same to the said Trustee; that he, this deponent, subscribed his name as a witness thereto in the presence of the said and that he saw the other subscribing witness

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 4 o'clock 45 minutes P M. 3 day of November 1975, and that the same has been recorded in Book 192 Page 589 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 6th day of November 1975.

Fees $2.50 pd.

SEAL H. D. Ferguson, CLERK

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JAQUELIN C. JONES,

Grantor

To

WALTER H. BOLIN, ET UX,

Beneficiaries

AMENDMENT TO
DEED OF TRUST

THIS AGREEMENT, made and entered into this the 30th day of October, 1975, by and between Jaquelin C. Jones, of the first part, and Walter H. Bolin and wife, Jimmie W. Bolin, of the second part.

WHEREAS, party of the first part executed a Deed of Trust in favor of parties of the second part, which Deed of Trust was dated October 26, 1973, and filed for record at 2:00 o'clock P.M. on the 29th day of October, 1973, and is of record in Real Estate Trust Deed Book 167, at page 537, in the office of the Chancery Court Clerk of DeSoto County, Mississippi; and

WHEREAS, the parties thereto wish to alter and amend certain portions of the provisions thereof;

NOW, THEREFORE, in consideration of the premises and mutual covenants and agreements contained herein, the parties hereto do hereby agree and bind themselves as follows:

1. That the second and all successive annual installments as provided by said deed of trust shall be postponed and delayed for one (1) year, that is to say that the second annual installment shall be due on the 1st day of November, 1976, the third annual installment shall be due on the 1st day of November, 1977, and so forth until all installments are paid in full. Grantor shall make a payment of interest only in the amount of $7,357.10 to be due and payable on or before November 1, 1975, and to bear interest at the rate of 7-1/2% per annum from maturity until paid if not paid on or before due date, but by all means said interest payment to be made on or before December 31, 1975. Notwithstanding the above, Grantor

shall have the right to pay $4,198.20 as Principal under said Deed of Trust, said payment plus interest at 7-1/2% per annum from November 1, 1975, until paid, to be made on or before December 31, 1975, and in which event said Deed of Trust shall retain the original provisions for payment as contained therein and the amended provision made hereby shall be null and void.

2. Said Deed of Trust may be paid only as provided by the terms of said Deed of Trust, or as amended hereinabove, during the period from the date of said Deed of Trust, being October 26, 1973, until four (4) years from said date. This is to provide that said Deed of Trust may not be pre-paid in any form or manner until or after October 26, 1977.

All other provisions of said Trust Deed are as stated therein, the intention of the parties being to amend only to the extent as provided herein.

All parties to said Deed of Trust, including William F. Hagan, Trustee therein, join in this amendment to evidence knowledge of, and consent to, this Amendment.

WITNESS our signatures this the 30th day of October, 1975.

Jaquelin C. Jones, Party of First Part

Walter H. Bolin, Party of Second Part

Jammie W. Bolin, Party of Second Part

William F. Hagan, Trustee
William F. Hagan, Trustee

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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, the within named WALTER H. BOLIN and wife, JIMMIE W. BOLIN, parties of second part, and WILLIAM F. HAGAN, Trustee, who acknowledged that they signed and delivered the above and foregoing Amendment to 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 the 4th day of December, 1975.

Faye G. Daniels
Notary Public

MY COMMISSION EXPIRES:
3-11-76

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 JAQUELIN C. JONES, party of first part, who acknowledged that she signed and delivered the above and foregoing Amendment to Deed of Trust on the day and year therein mentioned as her free and voluntary act and deed for the purposes therein expressed.

Given under my hand and official seal of office, this the 30th day of October, 1975.

Carolyn D. Hartsoff
Notary Public

MY COMMISSION EXPIRES:
MY COMMISSION EXPIRES SEPTEMBER 12, 1979

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 8 o'clock 15 minutes A M. 6 day of November 1975, and that the same has been recorded in Book 192 Page 590 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 6th day of November 1975.
Fees $3.50 pd.
SEAL H. D. Ferguson, CLERK

Assignment of this Instrument Recorded in Real Estate T/D Book No. 193 Page 437 This the 25 day of Nov. 1975 H. D. Ferguson Clerk

Assignment of this Instrument Recorded in Real Est. T/D Book No. 199 Page 633 This the 13 day of May 1976 W. D. Ferguson Clerk

Assignment of this Instrument Recorded in Real Est T/D Book MISSISSIPPI Page 726 No. 362 This the 14 day of April 1986 H. D. Ferguson Clerk DS,

VA Form 26-6322 (Home Loan) Revised January 1974. Use Optional. Section 1819, Title 38, U.S.C. Acceptable to Federal National Mortgage Association.

DEED OF TRUST

THIS DEED OF TRUST, made and entered into this -------31st------day of October , 1975 , by and between Dwight Keith Luter and wife, Ellen W. Luter----------

---

----------, 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 971, Section "E", Greenbrook Subdivision, in Section 19, Township 1 South, Range 7 West, as per plat thereof recorded in plat book 9, pages 44-45 in the office of the Chancery Clerk of DeSoto County, Mississippi.

The Grantors covenant and agree that so long as this deed of trust and 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 by this deed of trust immediately due and payable.

The Grantors covenant and agree that should this security instrument or note secured hereby be determined ineligible for guaranty under the Servicemen's Readjustment Act within thirty (30) days from the date hereof (written statement of any officer or authorized agent for the Veterans' Administration declining to guarantee said note and/or this security instrument being deemed conclusive proof of such ineligibility), the present holder of the note secured hereby or any subsequent holder thereof may at its option, declare all notes secured hereby immediately due and payable.

The funds derived from the indebtedness secured by this deed of trust have been used entirely to pay all or a part of the purchase price of the above described property.

CANCELLED BY AUTHORITY, RECORDED IN BOOK 1070 PAGE 377 THIS 4 DAY OF Jan 19 99 W. E. Davis CHANCERY CLERK by B Cleveland DC

together with all buildings and improvements thereon or that may hereafter be erected thereon and the hereditaments and appurtenances and all other rights thereunto belonging, or in anywise now or hereafter appertaining, and the reversion and reversions, remainder or remainders, rents, issues, and profits thereof, and all rights of homestead, and all fixtures now or hereafter attached to or used in connection with the premises herein described and in addition thereto the following described household appliances, which are, and shall be deemed to be, fixtures and a part of the realty, and are a portion of the security of the indebtedness herein mentioned;

Real Estate Financing Lien Assignment of this Instrument Recorded In Real Estate T/D Book No. 533 Page 48 This the 6 day of Feb. 19 91 W. E. Davis Clerk by N. Graham DC

To Have and to Hold the same unto the Trustee and unto his successors and assigns, forever.

In Trust, However, to secure to the Beneficiary named above, the payment of a certain promissory note of even date herewith in the principal sum of Thirty-Nine Thousand Four Hundred------Dollars ($39,400.00), with interest from date at the rate of seven & 3/4ths----- per centum (7.75 %) per annum on the balance remaining from time to time unpaid; principal and interest being payable at the office of Wortman & Mann, Inc., P. O. Box 1571,---------- in Jackson, Missisippi 39205----------, or at such other place as the holder may designate, in writing delivered or mailed to the Grantor, in monthly installments of Two Hundred Eighty-Two and 50/100 Dollars ($ 282.50), 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, ~~XX~~

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.

Dwight Keith Luter

Ellen W. Luter

Ellen W. Luter

6043 Barberry Place

Southaven, Mississippi 38671

STATE OF MISSISSIPPI,
COUNTY OF DESOTO } ss:

Personally appeared before me Mary K. Waller, the undersigned authority in and for said County, the within named Dwight Keith Luter and Ellen W. Luter, his wife, who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and seal this 31st day of October, 1975.

Notary Public

My Commission Expires:
September 25, 1978

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock a.m. minutes A M. 6th day of November 1975, and that the same has been recorded in Book 142 Page 593 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 6th day of November 1975.
Fees $5.00 pd.

SEAL H. L. Ferguson, CLERK

CANCELLED BY AUTHORITY RECORDED IN Book
265 PAGE 340
THIS 28 DAY OF Oct 1980
W. B. Ferguson
CHANCERY CLERK

DEED OF TRUST
LAND

THIS INDENTURE, this day made and entered into between

Charles L. Howell and Opal Howell

of the first part, herewith designated as the Grantor(s),

David Gustafson Trustee, of the second part, hereinafter designated as Trustee, and SOUTHAVEN BRANCH, COAHOMA BANK, Southaven, Miss., of the third part, hereinafter designated as the Beneficiary.

ated as the Beneficiary,

WITNESSETH: That whereas the Grantor(s) is justly indebted to the beneficiary in the full sum of

Eleven thousand one hundred seventy and 80/100----------DOLLARS

($ 11,170.80) evidenced by 60 promissory note(s) of even date herewith in favor of the beneficiary, bearing interest at the rate of 10 per centum 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 _____ (60) consecutive monthly installments of One hundred eighty six and 18/100---------- DOLLARS ($ 186.18), each, and a final installment of $ _____ , unless sooner paid, commencing on the 15th day of December , 19 75 , and continuing on the same day of each successive month thereafter until fully paid.

The entire principal sum secured hereby with all interests and charges accrued thereon and all other amounts secured hereby shall at the option of the beneficiary of the owner or holder of said note or notes be and become at once due and payable in the event of the transfer or sale of the grantor of the property in the land covered hereby.

WHEREAS, the said grantor(s) 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(s), 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(s) 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 1118 in Section "F" of Greenbrook Subdivision as shown by the plat recorded in Plat Book 9, Page 46, 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 1, Range 7 West.

w.r. jackson, the printer, grenada, miss.

Together with all the hereditaments and appurtenances thereunto appertaining, as far as they may now or hereafter, during the term of this deed of trust, belong to or be used in connection with the occupancy of any building on the said land, or that may be hereafter erected thereon, all heating and ventilating apparatus, gas, electric light and other fixtures, whether attached to said premises or detached therefrom.

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary herein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment of interest as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other 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 3rd day of November, 75

Charles L. Howell

Opal Howell

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 L. Howell and wife Opal Howell who severally acknowledged that they signed and delivered the above and foregoing deed of trust on the day and year therein mentioned.

Given under my hand and official seal, this the 3rd day of November 19 75

My Commission Expires: My Commission Expires May 6th, 1979

William H. Austin Jr.
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. 6th day of November 1975, and that the same has been recorded in Book 192 Page 597 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 6th day of November 1975.

Fees $ 5.00 pd.

H. P. Ferguson, CLERK

600

CANCELLED BY AUTHORITY, RECORDED IN BOOK
1318 PAGE 672
THIS 26 DAY OF April 2001
W E Davis
CHANCERY CLERK
by B Cleveland DC

Mississippi Bankers Association
Form No. 1
(Revised Dec. 1955)
LAND

DEED OF TRUST
LAND

THIS INDENTURE, this day made and entered into between JAMES THOMAS SMITH AND WIFE, JO ANN SMITH

of the first part, hereinafter designated as the Grantor,

James W. Amos Trustee, of the second part, hereinafter designated as Trustee, and

BANK OF MISSISSIPPI of the third part, hereinafter designated as the Beneficiary.

WITNESSETH: That whereas the Grantor is justly indebted to the beneficiary in the full sum of TWO THOUSAND SIX HUNDRED NINETY ONE AND NO/100----------DOLLARS ($ 2,691.00) 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:

This note shall be repayable in 36 equal monthly installments in the amount of $74.75 each, the first of said installments to be due and payable on or before the 10th day of December, 1975, with a like amount due on the 10th day of each successive month thereafter until paid in full.

WHEREAS, the said grantor desires to secure the prompt payment at maturity of the aforesaid indebtedness, as well as any extension of the same, or any part thereof, and any other or further indebtedness in the way of future advances hereunder, or otherwise, that the grantor, or either of them, may now or hereafter owe the beneficiary, as hereinafter provided:

NOW, THEREFORE, in consideration of the premises, and the further consideration of Ten Dollars ($10.00) cash in hand paid by the aforesaid trustee, the receipt of which is hereby acknowledged, the grantor does hereby convey and warrant unto the said trustee, the property situated in the

COUNTY OF DESOTO

State of Mississippi, and more particularly described as follows, to-wit:

Part of Section 16, Township 2, Range 6 West, DeSoto County, Mississippi, and more particularly described as beginning at a point in the west line of Mississippi State Highway #305, said point being 1,320 feet south of the north line of said Section 16; thence continuing with the west line of said highway southwardly 205.92 feet; thence south 86 degrees 30 minutes west 183 feet; thence north 6 degrees 30 minutes west 205.92 feet; thence north 86 degrees 30 minutes east 183 feet, more or less to the beginning, and being Lot #1 of the Billy Mitchell Subdivision, recorded for record in Plat Book 1, page 37, in the office of the Chancery Clerk of DeSoto County, Mississippi.

Copyright Mississippi Bankers Association

Together with all the hereditaments and appurtenances thereunto appertaining, as far as they may now or hereafter, during the term of this deed of trust, belong to or be used in connection with the occupancy of any building on the said land, or that may be hereafter erected thereon, all heating and ventilating apparatus, gas, electric light and other fixtures, whether attached to said premises or detached therefrom.

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary herein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment of interest as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other covenant herein contained, then and in that event the entire principal sum secured herwby 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 31st day of October 19 75.

James Thomas Smith
JAMES THOMAS SMITH

Jo Ann Smith
JO ANN 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 JAMES THOMAS SMITH AND WIFE, JO ANN SMITH who severally acknowledged that they signed and delivered the above and foregoing deed of trust on the day and year therein mentioned.

Given under my hand and official seal, this the 31st day of October 19 75.

My Commission Expires: Dec 24 1978

Linda C Perry
Notary Public

LINDA C. PERRY NOTARY PUBLIC DESOTO COUNTY, MISS.

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 9 o'clock no minutes A M. 6th day of November 1975, and that the same has been recorded in Book 192 Page 600 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 6th day of November 1975.
Page $ 5.00 ad
W. G. Ferguson Clerk

Assignment of this Instrument Recorded In
Real Estate TD Book
No. 301 Page 481
This the 5 day of Aug. 19 83
W. D. Ferguson Clk

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, 1975, 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.

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.

Dmt JJ
Dms JJ

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 (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.

This deed of trust is being re recorded to add the above race clause and correct the acknowledgment.

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.

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, 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) ha ve hereunto set their hand(s) the day and year herein first written above.

Daniel Martin Storz, Jr.

LESLIE RAINES STORZ

STATE OF TENNESSEE
COUNTY OF SHELBY

Personally appeared before me Agnes B. Jowers, 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 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.

NOTARY PUBLIC

Agnes B. Jowers
Notary Public

My commission expires: Feb 16, 1976

Recording fee $8.00

T.G.#205342 (John J. Delius)

STATE OF MISSISSIPPI, COUNTY OF DESOTO:

Personally appeared before me Agnes B. Jowers, the undersigned Notary Public in and for said County, the within named DANIEL MARTIN STORZ, JR. and wife, LESLIE RAINES STORZ, his wife, who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and seal this 20th day of October, 1975.

William B. Jowers
Notary Public

My commission expires: Commission Expires April 8, 1979

STATE OF TENNESSEE, COUNTY OF SHELBY:

Personally appeared before me, Agnes B. Jowers, 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 they signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and seal this 1st day of November, 1975.

NOTARY PUBLIC

Agnes B. Jowers
Notary Public

My commission expires: February 16, 1976.

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 8 o'clock 15 minutes A. M. 6th day of November 1975, and that the same has been recorded in Book 192 Page 603 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 6th day of November 1975.

Fees $ 5 00

H. G. Ferguson, Clerk

PARTIAL RELEASE

FOR A VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, THE LOMAS & NETTLETON COMPANY, does hereby release from the lien of the Deed of Trust given by STAR LAND DEVELOPMENT CORPORATION, to John F. Sexton, Trustee for the benefit of The Lomas & Nettleton Company, which Deed of Trust is dated the 8th day of March, 1973, and recorded in Deed of Trust Book 155, Page 258, in the Office of the Chancery Clerk of DeSoto County, Mississippi, the following land located in DeSoto County, Mississippi, described as follows, to-wit:

Lots 413, 427, 429, 435, 453, 458, 491, 492, 504, 513, 516, 536, 558, 560, 564, 566, 568, 569, 577, 581, 586, 590, 597, 614, 637, 657, 659, 664, 667, 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 10th day of October, 1975.

THE LOMAS & NETTLETON COMPANY

By Joyce V. Moore
JOYCE V. MOORE, Mortgage Officer

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 Joyce V. Moore, Mortgage Officer 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 10th day of October, 1975.

My commission expires:
June 1, 1977

Marie H. Bauer
NOTARY PUBLIC

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 9 o'clock one minutes A M. 6th day of November 1975, and that the same has been recorded in Book 192 Page 607 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 6th day of November 1975.

Fees $2.50 pd.

SEAL H. P. Ferguson, CLERK

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3-500085

AUTHORITY TO CANCEL

TO THE CHANCERY CLERK OF DeSoto County COUNTY, MISSISSIPPI:

You are hereby authorized and requested to enter satisfaction of and cancel of record a certain Deed of Trust executed by Bailey Homes of Southaven, Inc. to Unifirst Federal Savings and Loan Association, Jackson, Mississippi and recorded in Book 184 at Page 95 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 4th day of November, A.D., 19 75.

UNIFIRST FEDERAL SAVINGS AND LOAN ASSOCIATION,
JACKSON, MISSISSIPPI, a Corp.

BY: G. R. Munton, Jr.

BY: Harold A. Hogue
Harold A. Hogue

STATE OF Mississippi

COUNTY OF Hinds

Personally appeared before me, the undersigned authority, in and for the State and County aforesaid, the within named G. R. Munton, Jr. and Harold A. Hogue, personally known to me to be the Vice President and Asst. Vice President, respectively, of Unifirst Federal Savings and Loan Association, Jackson, Mississippi, a Corporation, who acknowledged before me that they each signed and delivered the above and foregoing instrument of writing on the day and year therein mentioned as the act and deed of said Corporation, they having been first duly authorized so to do.

GIVEN under my hand and official seal, this the 4th day of November A.D., 19 75.

NOTARY PUBLIC

Notary Public

My Commission Expires:

My Commission Expires March 4, 1979

LS 459

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 11 o'clock
AM minutes A M. 6th day of November 1975, and that the same has been
recorded in Book 192 Page 408 records of REAL ESTATE TRUST DEEDS
of said County.
Witness my hand and seal this the 6th day of November 1975.

Fees $2.50 pd.

SEAL H. W. Ferguson, CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK
217 PAGE 49
THIS 13 DAY OF Oct 19 77
H. G. Ferguson
CHANCERY CLERK

Mississippi Bankers Association
UCC Form No. 4
September, 1967

Printed & For Sale By
HEDERMAN BROTHERS
P. O. Box 491
Jackson, Mississippi

FORM No. 4

DEED OF TRUST AND SECURITY AGREEMENT

Land — Farm Products — Farm Equipment

THIS agreement, this day made and entered into between John A. Brakefield, jr. and Lois Gilbert Brakefield

a (an) Individuals (husband and wife)
(Corporation—Partnership—Individual)

of the first part, hereinafter designated as the Debtor, whose address is Rt 2, Box 84E
(Street)

Walls, MX (City) DeSoto (County) Mississippi 38680 (State);

said address being Debtor's Residence (Place of Business—Residence);

H. B. Garner hereinafter designated as Trustee, of the second part,

Bank of Walls of Walls, Mississippi,

of the third part, hereinafter designated as the Bank Witnesseth:

THAT WHEREAS, Debtor is justly indebted to Bank in the full sum of 4,690.44 Dollars ($ 4,690.44) evidenced by one promissory note of even date herewith in favor of Bank, bearing interest at the rate of 10 per centum per annum after maturity, providing for the payment of reasonable attorney's fees in case of default and being due and payable as follows, to-wit:

WHEREAS, Debtor desires to secure the prompt payment at maturity of the aforesaid indebtedness, as well as any extension of the same, or any part thereof, and any other or further indebtedness in the way of future advances hereunder, or otherwise, that the Debtor, or either of them, may now or hereafter owe Bank, as hereinafter provided:

NOW, THEREFORE, in consideration of the premises, and the further consideration of One Dollar ($1.00) cash in hand paid by Trustee, the receipt of which is hereby acknowledged, Debtor does hereby convey and warrant unto Trustee the following described land located in the County of DeSoto, State of Mississippi, to-wit:

One (1) acre in the Southeast Quarter of Section 36, Township 1, Range 9, described as the East one (1) acre of the West five (5) acres of the South twenty (20) acres of the East sixty (60) acres of the South Half of the Southeast Quarter of Section 36, Township 1, Range 9. This land was part of the land Partitioned to Mrs. Wilma B. Gilbert by Decree of the Chancery Coubt of DeSoto County, Mississippi in Cause No. 9247.

Previously filed Trust Deed Book 129 page 323 DeSoto County

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Debtor does hereby grant to Bank a security interest pursuant to the Uniform Commercial Code in the following goods (check appropriate box or boxes) :

☐ A. Crops—All crops of every kind and character planted or growing, or to be planted or growing within one year from the date hereof, on the land described herein.

☐ B. Livestock—

☐ C. Farm Supplies—All feed, fertilizers, fuels, chemicals, poisons, planting seed, repair parts, tools and any and all other agricultural supplies owned by Debtor and used in his crop production or livestock operations.

☐ D. Farm Equipment—All farm equipment and farm machinery of every description owned by Debtor and used in his crop production or livestock operations.

E. All property similar to that described under Items A to D inclusive, which at any time may hereafter be acquired by Debtor including, but not limited to, additions and replacements and progeny of livestock and poultry.

F. All products and proceeds of any of the property described under Items A to E inclusive.

All of the goods described under Items A to F inclusive (hereinafter called "Collateral"), are to secure (1) payment of the above mentioned note; (2) further advances, to be evidenced by like note or notes, to be made by Bank to Debtor, which advances shall not exceed $_____ outstanding at any one time; (3) all other liabilities (primary, secondary, direct, contingent, sole, joint, or several) due or to become due or which may be hereafter contracted or acquired, of each Debtor (including each Debtor and any other person) to Bank; and (4) performance by Debtor of the agreements hereinafter set forth.

DEBTOR WARRANTS, REPRESENTS AND AGREES AS FOLLOWS:

1. Debtor is the owner of the Collateral clear of all liens and security interests except the security interest granted hereby, and Debtor has the right to make this agreement.

2. The equipment covered by this agreement shall be used principally in farming operations.

3. All of the Collateral is or will become located, kept or grown on the above mentioned land.

4. Debtor agrees to pay Bank: (a) the sums evidenced by all promissory notes executed pursuant to this agreement in accordance with the terms of the agreement and of the notes; (b) all sums, including reasonable attorney's fees and legal expenses, paid or incurred by Bank in pursuing any of its rights and remedies or in remedying any default pursuant to this agreement, together with interest thereon at the rate herein stipulated from the date the same shall have been paid; and (c) at Bank's option, the entire unpaid indebtedness to Bank, whether created or incurred pursuant to this agreement or otherwise, upon Debtor's default or if Bank deems itself insecure.

5. Debtor shall at all times keep the Collateral at the location described in this agreement, unless notice is given to Bank in advance of, and Bank consents in writing to its removal to another location.

6. Debtor shall keep the Collateral in good condition; attend to and care for the Collateral; do all other acts which may be necessary to raise and fatten the livestock and to grow, cultivate, spray, irrigate, cut, harvest, pick, clean, preserve and protect the crops and farm products, all according to the most approved methods of farming and husbandry. Debtor shall permit Bank to enter Debtor's farm at reasonable times to examine the Collateral.

7. Debtor shall not transfer, create or permit to be acquired any interest in or against the Collateral or the land herein conveyed, or permit any charge, including rent and taxes, to remain unpaid to or by any third person.

8. Debtor shall not sell or otherwise dispose of any of the Collateral without the prior written consent of Bank. The inclusion of proceeds in this agreement does not authorize Debtor to sell, dispose of or otherwise use the Collateral in any manner not specifically authorized by the agreement.

9. Debtor shall at all times keep the Collateral and the proceeds from any authorized disposition identifiable and separate from other property of the Debtor or any other person.

10. Debtor shall procure and maintain at his own expense insurance covering the Collateral and buildings on the land herein conveyed against all expected risks, and those risks which Bank may designate, under policies satisfactory to Bank, for the duration of this agreement, and the policies shall name Bank as its interest may appear and shall be deposited with Bank.

11. Debtor shall, as Bank may request and require, procure and deliver to Bank or execute any security agreement, financing statement or other writing necessary to create, preserve, protect or enforce Bank's rights and interests to or in the Collateral described in this agreement or in any other Collateral agreed to by the parties.

12. Debtor will keep the Collateral in good condition and repair, reasonable wear and tear excepted, and will permit Bank and its agents to inspect the Collateral at any time.

13. Debtor shall be in default under this agreement: (a) when he has made any misstatement in connection with or has failed to pay or perform any of his obligations, agreements or affirmations under this or any other agreement with Bank; (b) when any event occurs which results in acceleration of the maturity of the indebtedness of Debtor under any agreement with any

person; (c) upon the death, dissolution, termination of existence or business failure of Debtor, or the appointment of a receiver for any part of the property of, assignment for the benefit of creditors by, or the commencement of any proceeding in bankruptcy or insolvency by or against, Debtor or any surety for Debtor; or (d) when Bank in good faith deems itself insecure and its prospect of payment impaired.

Until default, Debtor may harvest, process, store and use the Collateral in any lawful manner not inconsistent with this agreement or any insurance covering the Collateral, and may use and consume Collateral in preserving and preparing for market livestock or poultry, or in planting, cultivating or harvesting crops, any of which is Collateral under this agreement.

UPON DEFAULT, all sums secured hereby shall immediately become due and payable at Bank's option without notice to Debtor and Bank may proceed to enforce payment of same and to exercise all of the rights and remedies of a secured party under the Uniform Commercial Code of Mississippi or other applicable law and all rights provided herein, in the notes mentioned above, or in any other applicable security or loan agreement, all of which rights and remedies shall, to the full extent permitted by law, be cumulative including, without limiting the generality of the foregoing, the right to take possession of the Collateral or any part thereof, to perform all of the operations which Debtor has agreed to perform hereunder and to take such other measures as Bank may deem necessary for the care, growing, harvesting, protection, preservation, and marketing of the Collateral. Bank may require Debtor to assemble the Collateral and make it available to Bank at a place to be designated by Bank which is reasonably convenient to Bank and Debtor. Any notice of sale, disposition or other intended action by Bank, sent to Debtor at the address specified herein, or such other address of Debtor as may from time to time be shown on Bank's records, at least five days prior to such action, shall constitute reasonable notice to Debtor.

Also upon default, Trustee or his successor or successors, at the request of Bank, acting by any officer thereof, or at the request of any owner or holder of the notes secured hereby, shall sell said land, or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid. The sale of said lands hereunder shall be made by giving notice of the time, place and terms of sale as required by Section 888 of the Mississippi Code, 1942 and Amendments, if any, thereto and Trustee shall make deed to the purchaser or purchasers. Should the owner or holder of the note or notes secured hereby be a corporation, then in such event a declaration of default to Trustee and a request for sale hereunder, may be made by any officer thereof. If the land covered hereby is situated in two or more counties or in two judicial districts of the same county, Trustee may sell the whole in any of the counties, or in either of the judicial districts of the county in which any part of the land lies. Out of the proceeds of sale the Trustee shall first pay the cost of advertising and making the sale; and secondly, he shall pay whatever items may have been incurred and remain unpaid in the protection of this security; then he shall pay such of the items of indebtedness secured hereby as may be outstanding in the order of their maturity, and any balance remaining in his hands shall be delivered to the Debtor, or to his proper representatives, agents or assigns.

The Bank, acting by and through any of its officers, or any owner or holder of the notes secured hereby may at pleasure without giving formal notice to the original or any successor Trustee, or to the Debtor herein, and without regard to willingness or inability of such Trustee to act or to execute this trust, appoint another person or succession of persons to act as Trustee herein, and such appointee or substitute shall have all the powers in the execution of this trust as are vested in the Trustee herein named. If any other owner or holder of the notes secured hereby be a corporation, such appointment may be made by its president, vice-president, secretary or treasurer.

Bank may remedy in any reasonable manner or waive any default of Debtor without waiving the default remedied or any other prior or subsequent default.

In the event of Debtor's default or insolvency, any moneys or other property at any time in the possession of Bank belonging to any of the parties liable hereon to Bank, and any deposits, balance of deposits or other sums at any time credited by or due from said Bank to any of said parties, may at all times, at the option of Bank, be held and treated as collateral security for the payment of notes, executed pursuant to this agreement, whether due or not due, or any other liability of the said parties, and Bank may at any time, at its option, set off the amount due or to become due hereon against any claim of any of said parties against Bank.

If any provision of this agreement is held invalid, such invalidity shall not affect the validity or enforceability of the remaining provisions of this agreement.

This agreement shall inure to the benefit of Bank's successors and assigns and shall bind Debtor's heirs, representatives, successors and assigns. If more than one Debtor executes this agreement, their obligation shall be joint and several.

IN WITNESS WHEREOF, this agreement has been executed this 4th day of November 1975

Bank of Walls Branch of Tunica County Bank, Walls, Miss. 38680

By _____

A. V.P. & Mgr.

John A. Brakefield Jr.
Debtor

By Lois G. Brakefield

NOTE: Bank must also execute this deed of trust and security agreement if it is to be filed instead of financing statement.

STATE OF MISSISSIPPI
COUNTY OF DeSoto

This day personally appeared before me, the undersigned authority, in and for the State and County aforesaid, the within named John A. Brakefield, Jr. and Lois G. Brakefield

who severally acknowledged that They (the—she—they) signed and delivered the above and foregoing deed of trust and security agreement on the day and year therein mentioned.

Given under my hand and official seal, this the 4th day of November 1975

Mrs. W. A. Russell
NOTARY PUBLIC

My Commission Expires: My Commission Expires Nov. 6, 1978

STATE OF MISSISSIPPI
COUNTY OF _____

Personally appeared before me, the undersigned Notary Public in and for the jurisdiction aforesaid _____

_____
(President—Vice-President—Secretary—Treasurer)

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 11 o'clock no minutes A. M. 6th day of November 1975, and that the same has been recorded in Book 192 Page 609 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 6th day of November 1975.

Fees $5.00 pd.

SEAL H. W. Ferguson, CLERK

612

o/k 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 6th day of March 19 75 made and executed by Hernando Lumber Co., Inc.

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. 183 on page 599

of the Record of Trust Deeds, on the 7th 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. This the 5th day of November, 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 5th day of November A. D. 19 75

My Commission Expires Jan. 7, 1978

Elois M. Barbee

LAWYERS-GREENWOOD 87444

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 11 o'clock

00 minutes A M. 6th day of November 1975, and that the same has been

recorded in Book 192 Page 612 records of REAL ESTATE TRUST DEEDS

of said County.

Witness my hand and seal this the 6th day of November 1975.

Fees $ 2.50 pd.

SEAL H. L. Ferguson, CLERK

3,14

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, Southaven, Mississippi, the beneficiary, does hereby certify that a certain trust deed bearing the date of the 27th day of September, 1972, made and executed by Troy Lee Moss and Shirley M. Moss, 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. 148, on Page 493, of the 1972 Record of Trust Deeds, on the 3rd day of October, is now fully paid and satisfied; and I/We do hereby authorize the Clerk of the Chancery Court of said DeSoto County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of said County also as provided by law.

WITNESS my/our signature(s) this the 10th day of September, 1975.

FIRST NATIONAL BANK, SOUTHAVEN, MISSISSIPPI

By: Richard Aaron Taylor Jr.
Richard Aaron Taylor, Jr., Assist. Vice President

STATE OF MISSISSIPPI
COUNTY OF DESOTO

PERSONALLY came and appeared before me, the undersigned authority, Notary Public in and for County and State aforesaid, the within named Richard Aaron Taylor, Jr., who acknowledged that he signed and delivered the above and foregoing instrument as Assist. Vice President, for and on behalf of and by authority of FIRST NATIONAL BANK, SOUTHAVEN, MISSISSIPPI, for the purposes therein mentioned.

GIVEN UNDER MY HAND and seal of office, this the 11th day of September, 1975.

Anna Belle Peterson
Notary Public

My Commission expires:
My Commission Expires Nov. 11, 1978

ANNA BELLE PETERSON NOTARY PUBLIC DESOTO CO. MISS.

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock 30 minutes A M. 6th day of November 1975, and that the same has been recorded in Book 192 Page 613 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 6th day of November 1975.

Fees $2.50 pd.

SEAL H. D. Ferguson, CLERK

Lot 63, A, Southaven sd - Jenkins

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST **Class C**

STATE OF MISSISSIPPI, DeSoto County. } ss.

KNOW ALL MEN BY THESE PRESENTS: That Chicago Bridge & Iron Company

of Memphis, Tennessee the beneficiary, does hereby certify that a certain trust deed

bearing date the 14th day of August 1969, made and executed by Charles Freeman Yarber

and wife, Cleta Ann Yarber of Southaven, Mississippi to J. Martin Regan, Trustee

for 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. 111 on page 512

of the Record of Trust Deeds, on the 21st day of August, A. D. 1969, is now fully paid

and satisfied; and I do hereby authorize the Clerk of the Chancery Court of said DeSoto

County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of

said County also as provided by law. This the 28TH day of October, 1975.

ATTEST:

E.J.Keldon, Secretary

CHICAGO BRIDGE & IRON COMPANY

By:

W.M.Freeman, Sr. Vice-President & Treasurer

STATE OF ~~MISSISSIPPI~~ Illinois
~~DeSoto~~ County. } ss.
DuPage

Personally came and appeared before me, the undersigned authority Notary Public

in and for County and State aforesaid W.M.Freeman who acknowledged that he signed and

for and on behalf of and by authority of CHICAGO BRIDGE & IRON COMPANY

delivered the above and foregoing instrument on the day and date for the purpose therein mentioned.

Given under my hand and seal of office this 28th day of October A. D. 19 75

My Commission expires:
April 29, 1978

Fred H. Merker
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. 6th day of November 1975, and that the same has been recorded in Book 192 Page 614 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 6th day of November 1975.

Fees $2.50 pd.

SEAL H. P. Ferguson, CLERK

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CANCELLED BY AUTHORITY RECORDED IN BOOK 194 PAGE 134
THIS 8 DAY OF Dec. 1975
H. Y. 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

GEORGE PRESTAGE and wife, PATRICIA ANN PRESTAGE,

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

SIX THOUSAND TWO HUNDRED FIFTY-SIX AND 20/100---------- DOLLARS

($ 6,256.20) evidenced by one promissory note of even date herewith in favor of the beneficiary, bearing interest at the rate of as set forth in said promissory note 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: in sixty (60) monthly installments of principal and interest in the amount of ONE HUNDRED FOUR AND 27/100 DOLLARS ($104.27) each, with the first of said monthly installments being due and payable on or before the 15th day of December, 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, in Section Thirteen (13), Township Three (3), Range Eight (8), DeSoto County,
State of Mississippi, and more particularly described as follows, to-wit:

Lot 163, as shown by the official map of said Town found in the office of the Chancery Court Clerk of DeSoto County, Mississippi, less and except a strip of even width, 28 feet, more or less, wide, off the South side thereof and being the same land conveyed to Jesse Scott, et ux, by Deed of record in Deed Book 42, Page 113 of the land records of DeSoto County, Mississippi.

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Together with all the hereditaments and appurtenances thereunto appertaining, as far as they may now or hereafter, during the term of this deed of trust, belong to or be used in connection with the occupancy of any building on the said land, or that may be hereafter erected thereon, all heating and ventilating apparatus, gas, electric light and other fixtures, whether attached to said premises or detached therefrom.

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary herein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment of interest as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other convenant herein contained, then and in that event the entire principal sum secured hereby with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, or the owner or holder of said note or notes, be and become at once due and payable, and the trustee herein named, or his successor or successors, shall, at the request of the beneficiary, or at the request of any owner or holder of the note or notes secured hereby, sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid. Such sale shall be made by giving notice of the time, place and terms of sale as required by Section ~~XXX~~ 89-1-55 of the Mississippi Code of 19~~42~~ and amendments if any thereto, and the trustee shall make deed to the purchaser or purchasers. Should the beneficiary, or the owner or holder of the note or notes secured hereby be a corporation, then in such event a declaration of default to the trustee, and a request for sale hereunder, may be made by any officer thereof. If the land covered hereby is situated in two or more counties, or in two judicial districts of the same county, the trustee may sell the whole in any of the counties, or in either of the judicial districts of a county in which any part of the land lies. Out of the proceeds of sale the trustee shall first pay the cost of advertising and making the sale; and secondly, he shall pay whatever items may have been incurred and remain unpaid in the protection of this security; then he shall pay such of the items of indebtedness secured hereby as may be outstanding in the order of their maturity, and any balance remaining in his hands shall be delivered to the grantor, or to his proper representatives, agents or assigns.

It is agreed and understood, by and between the parties hereto that this conveyance is executed and intended to be, and is hereby made subject to the following covenants, stipulations and conditions, all of which shall be binding upon the parties hereto and each of them.

First. In addition to the indebtedness specifically mentioned above, and any and all extensions or renewals of the same, or any part thereof, this conveyance shall also cover such future and additional advances as may be made to the grantor, or either of them, by the beneficiary, not to exceed the sum of $125,000.00, the beneficiary to be the sole judge as to whether or not such future and additional advances shall be made. In addition to all of the above, it is intended that this conveyance shall secure, and it does secure any and all debts, obligations, or liabilities, direct or contingent, of the grantor herein, or either of them, to the beneficiary, whether now existing or hereafter arising at any time before actual cancellation of this instrument on the public records of mortgages and deeds of trust, whether the same be evidenced by note, open account, over-draft, endorsement, guaranty or otherwise.

Second. The grantor will at all times during the continuance of this deed of trust keep the buildings and improvements on said premises insured against loss or damage by fire, storm, war damage and other hazard in such reliable insurance company, or companies, as may be acceptable to the beneficiary, for the maximum amount of insurance obtainable, or in such amount as may be approved by beneficiary, and all policies covering the same shall contain the proper loss payable clause, making all losses, if any, payable to the beneficiary, his successors or assigns, and shall be delivered to the beneficiary herein, or to the owner or holder of the notes secured hereby as additional security. In case of loss and payment by any insurance company, the amount of insurance money so paid shall be applied either on the indebtedness secured hereby, or in rebuilding or restoring the damaged building, or buildings, or it may be released to the grantor, as the beneficiary may elect. In the event of loss the grantor shall immediately give notice by mail to the beneficiary who may make proof of loss if same be not promptly made by the grantor. Each insurance company involved is hereby authorized, empowered and directed to make payment for any loss directly to the beneficiary instead of to the grantor and the beneficiary jointly.

Third. The grantor will pay all taxes and assessments, general or special, which may be assessed against the said land, premises or property, or upon the interest of the trustee or the beneficiary therein, or upon this deed of trust, or the indebtedness secured hereby, without regard to any law heretofore enacted or that may hereafter be enacted imposing payment of the whole or any part thereof upon either the trustee or beneficiary, and further will furnish annually to the beneficiary certificates or receipts of the proper officer showing full payment of all such taxes and assessments.

Fourth. That the rents, issues and profits of all and every part of the property here conveyed are specifically pledged to the payment of the indebtedness hereby secured, and all obligations which may accrue under the terms of this instrument. Upon the maturity of the indebtedness hereby secured, either by lapse of time or by reason of any default as herein provided, or if at any time it becomes necessary to protect the lien of this conveyance, the beneficiary, or any owner, or holder of the notes secured hereby, shall have the right to forthwith enter into and upon the property hereinbefore described and take possession thereof, and collect and apply the rents, issues and profits thereon upon the indebtedness secured hereby, or may, if it is so desired, have a receiver appointed by any court of competent jurisdiction to collect and impound the said rents, issues and profits and after paying the expense of such receivership apply the balance thereof to the payment of any indebtedness secured hereby.

Fifth. The failure on the part of the grantor to keep and perform each, any, and all of the covenants and stipulations of this deed of trust, or the passage by the State of Mississippi of any law imposing payment of the whole or any portion of any of the taxes aforesaid upon the trustee or the beneficiary, or upon the rendering by any court of competent jurisdiction of a decision that the stipulation or provision herein covering the payment of taxes or assessments is legally inoperative, shall give to the beneficiary or to the owner or holder of the notes secured hereby the option to at once declare the entire principal sum hereby secured with all interest and charges thereon, and all other amounts secured hereby at once due and demandable and to have the property advertised and sold by the trustee herein named, or his successor or successors, in accordance with the provisions of this conveyance hereinbefore set out. But in case such default consists in the failure to keep the said property insured or to pay the taxes herein required, the beneficiary, or the owner or holder of the said secured notes, may procure said insurance and pay said taxes and assessments, or redeem the property from tax sale if it has been sold; and any and all sums paid in procuring said insurance or in paying said taxes or assessments or in redeeming said property from tax sale, together with interest thereon at the rate herein stipulated from the date the same shall have been paid, shall be covered by this conveyance and shall be due and demandable on the date of the maturity of the interest installment which may become due under the terms of this instrument next after such additional items of expense are made or incurred. In case the beneficiary or the owner or holder of said secured notes elects to advance insurance premium and/or taxes, the receipt of an agent of the insurance company or companies in which said insurance is placed shall, with respect to such insurance premiums, be conclusive evidence as between the parties to this conveyance of the amount and fact of payment thereof; and the receipt of the proper public official, shall with respect to the taxes and assessments, aforesaid, be conclusive as between the parties to this conveyance of the amount and validity of said taxes or assessments and of the fact of the payment thereof.

Sixth. The beneficiary, or any owner or holder of the note secured hereby, may at pleasure, without giving formal notice to the original or any successor trustee, or to the grantor herein, and without regard to the willingness or inability of any such trustee to act, or to execute this trust, appoint another person or succession of persons to act as trustee herein, and such appointee or substitute shall have all the powers in the execution of this trust as are vested in the trustee herein named. If the beneficiary, or the owner or holder of the note secured hereby, be a corporation, such appointment may be made by its president, vice-president, assistant vice-president, secretary or treasurer.

Seventh. In case of foreclosure and sale of the property covered hereby, the beneficiary, or any owner or holder of the notes secured hereby, shall have the same right to purchase at said sale as if a stranger to this instrument.

Eighth. Grantor covenants that the premises and property covered hereby will at all times be used in a good and husbandlike manner, for lawful purposes only, and that waste will not be committed or suffered to be committed thereon.

Ninth. Whenever in this deed of trust the context so requires, the singular number shall include the plural, and the plural the singular; holder of the note or notes shall be deemed to refer to and include the owner of the debt, and the word beneficiary shall at any and all times include and mean the then holder of the note or notes secured hereby.

IN TESTIMONY WHEREOF, witness the signature of the grantor this the 6th day of November, 19 75.

GEORGE PRESTAGE

PATRICIA ANN PRESTAGE

STATE OF MISSISSIPPI,
COUNTY OF DESOTO

This day personally appeared before me, the undersigned authority, in and for the State and County aforesaid, the within named GEORGE PRESTAGE and wife, PATRICIA ANN PRESTAGE, **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** November, **19** 75.

My Commission Expires: My Commission Expires May 6, 1978

ELAINE HOLCOMB ELDER NOTARY PUBLIC DESOTO COUNTY, MISS.

Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 11 o'clock 30 minutes A M. 6th day of November 1975, and that the same has been recorded in Book 192 Page 615 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 6th day of November 1975.

H. G. Ferguson, Clerk

Pd 5.00

618

Edward L. Anderson Jr.
1261 Railton Rd.
Memphis, Tennessee 38111

This instrument prepared by: Chastina Burnett, Installment Loan, Division 11-4-75

TRUST DEED RELEASE

WHEREAS, By the hereinafter described trust deed, heretofore recorded in the Register's Office of Shelby County, Tennessee, certain real property was conveyed by the hereinafter named grantors, to National Bank Of Commerce, Memphis, Tennessee 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
Edward L. Ande son Jr. Ann C. An derson	11-3-72	Book 150 Page 11	Lot 37, Tall Oaks Subdv. Section 32, Township 1, Range 7 West. 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 trust deed, acknowledges full payment and satisfaction thereof, and hereby releases and discharges the lien of said trust deed, and to this end quit claim— and convey— unto said grantors, their 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, National Bank of Commerce, Memphis, Tennessee, covenants with the said grantors that they are the legal owners and holders 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 National Bank of Commerce, Memphis, Tennessee has caused hereunto set its hand (or caused its corporate name to be signed hereto by and through its proper officers duly authorized so to do) this the 5th day of November 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 the within named bargainor, a corporation, and that he as such Inst. 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 5th day of November 19 75

Notary Public

My commission expires 22nd day of November, 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 11 o'clock no minutes A M. 6th day of November 1975, and that the same has been recorded in Book 182 Page 618 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 6th day of November 1975.

Fees $2.50 pd.

SEAL H. L. Ferguson, CLERK

Appointment of Successor Trustee of this instrument Recorded in [illegible]
Book No. 207 Page 768
This 21 day of Jan. 19 77
[illegible] Clerk

Mississippi Bankers Association
Form No. 1
(Revised Dec. 1955)
LAND

K7 6682 A

DEED OF TRUST
LAND

THIS INDENTURE, this day made and entered into between

CARY WHITEHEAD AND WHITEHEAD PROPERTIES, INC., a Tennessee Corporation,

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 NINETY FIVE THOUSAND NINE HUNDRED THIRTY THREE AND 83/100----------DOLLARS ($ 95,933.83) 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 Shelby, State of Tennessee as to Parcel IV described hereinafter and the County of DeSoto, State of Mississippi, as to Parcels I, II, and III described hereinafter and all parcels being 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 Nuth 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)

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South 89 degrees 14 minutes 39 seconds East along the North line of Section 20 1705.39 feet to the point of beginning.

K7 6682

Containing 29.4339 acres within the above described metes and bounds, and being located in DeSoto County, Mississippi.

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, and being located in DeSoto County, Mississippi.

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 13 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, and being located in DeSoto County, Mississippi.

PARCEL IV: Located in Shelby County, Tennessee and being more particularly described as follows: Lot 5-C of the Resubdivision of Lot 5 of EDENWOOD COMMERCIAL SUBDIVISION as recorded in Plat Book 57, Page 12 in the Register's Office of Shelby County, Tennessee.

Title to parcels I, II, and III is vested in Cary Whitehead and said parcels are encumbered by the lien of a Deed of Trust dated September 25, 1975 securing an indebtedness in the amount of $100,000.00 owed to Bankers Trust Savings and Loan Association. Title to parcel IV described herein is vested in Whitehead Properties, Inc.

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. * As to Parcel IV, such sale will be made in accordance with Sections 35501, 35502, and 35503, of the Tennessee Code Annotated with said sale to be held within legal hours of sale at the Southwest Corner of the Courthouse of Shelby County, Tennessee in bar of all equities of redemption and other rights and exemptions which are hereby expressly waived.

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.

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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, 19 75.

WHITEHEAD PROPERTIES, INC.

Cary Whitehead
CARY WHITEHEAD

BY: Cary Whitehead
CARY WHITEHEAD, PRESIDENT

STATE OF TENNESSEE COUNTY OF SHELBY

On this 1ST day of October, 19 75, before me, the undersigned Notary Public in the State and County aforesaid, personally appeared CARY WHITEHEAD with whom I am personally acquainted and who, upon oath, acknowledged himself to be the President of WHITEHEAD PROPERTIES, INC. the within named bargainor, a corporation, and that he as such President, being authorized so to do, executed and delivered the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as such President.

WITNESS my hand and Notarial Seal at office the day and year above written.

Notary Public

MY COMMISSION EXPIRES: 9/25/1977

STATE OF TENNESSEE
COUNTY OF Shelby

On this 1ST day of October, 1975, before me personally appeared CARY WHITEHEAD to me known to be the person described in and who executed the foregoing instrument, and who acknowledged the execution of same to be his free act and deed.

IN WITNESS WHEREOF I have hereunto set my hand and notarial seal.

K 7 6 6 8 2

and delivery

Notary Public

My commission expires 9/25/1977

STATE TAX 94.00
REC. FEE 8.00
REC. FEE 1.50
1025
NOV 3 2 48 PM 75
STATE OF TENNESSEE
COUNTY OF

94.00
8.00
1.50
1025

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 3 o'clock no minutes P M. 6th day of November 1975, and that the same has been recorded in Book 192 Page 619 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 6th day of November 1975.

Fees $ 5.50pd.

J. D. Ferguson, Clerk

Partial Release of this Instrument Recorded in
Real Estate T/D Book
No. 200 Page 407
This 26 day of May 19 76
W. B. Ferguson Clerk

1.65 ac. 623
Partial Release of this Instrument Recorded in
Real Estate T/D Book
No. 267 Page 686
This 6 day of Jan. 19 81
W. B. Ferguson Clerk

Mississippi Bankers Association
Form No. 1
(Revised Dec. 1955)
LAND

DEED OF TRUST
LAND

THIS INDENTURE, this day made and entered into between

Donald M. Brown

of the first part, hereinafter designated as the Grantor,

T. R. Smith Trustee, of the second part, hereinafter designated as Trustee, and

Hamilton First American Bank,

of the third part, hereinafter designated as the Beneficiary.

WITNESSETH: That whereas the Grantor is justly indebted to the beneficiary in the full sum of

Fifty Thousand Dollars and No/100 - - - - - - - - - - - - - - - - DOLLARS

($ 50,000.00) 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:

On demand, however, if no demand made, then on or before six (6) months from the date of this instrument.

WHEREAS, the said grantor desires to secure the prompt payment at maturity of the aforesaid indebtedness, as well as any extension of the same, or any part thereof, and any other or further indebtedness in the way of future advances hereunder, or otherwise, that the grantor, or either of them, may now or hereafter owe the beneficiary, as hereinafter provided:

NOW, THEREFORE, in consideration of the premises, and the further consideration of Ten Dollars ($10.00) cash in hand paid by the aforesaid trustee, the receipt of which is hereby acknowledged, the grantor does hereby convey and warrant unto the said trustee, the property situated in the

County of DeSoto

State of Mississippi, and more particularly described as follows, to-wit:

Beginning at the Southwest Corner of the Mrs. Maud Davis property, said point being 185.25 feet West of the West right of way of U. S. Highway 51; thence continue South 88° 50' West a distance of 331.9 feet to the Point of Beginning, said Point of Beginning being the Southwest corner of Lot 3008, Section "O", Southaven West Subdivision, Section 26, Township 1 South, Range 8 West, DeSoto County,

Copyright Mississippi Bankers Association

Mississippi; thence continue South 835.11 feet to a 6 inch square wood fence corner post, said point also being the Southeast Corner of Lot 2937 of Section "N", Southaven West Subdivision; thence continue South 88° 10' West along the property line of said Section "N" a distance of 526.96 feet to Lot 2929 of said Section "N"; thence continue South 0° 45' East along the property line of said Section "N" a distance of 2,152.6 feet to an iron pin, said iron pin lying on the North property line of the First DeSoto Corporation; thence continue South 88° 51' East a distance of 97.84 feet to a concrete monument; thence continue south 88° 51' east a distance of 152.16 feet to a point; thence continue North 01° 09' east a distance of 150.00 feet to a point on the north bank of Horn Lake Creek; thence continue in an easterly direction along the north bank of Horn Lake Creek to a point that is approximately 760.00 feet west of the west right of way of U. S. Highway 51; thence continue North 0° 34' 23" west along an existing fence a distance of 2,925.01 feet to a point on the property line of the Southaven West Subdivision, Section "O", said point also lying on the South line of Lot 3015 of said Section "O"; thence continue South 88° 50' west along the property line of said Section "O" a distance of 331.9 feet to the Point of Beginning.

ALSO: A parcel or strip of land 30 feet in width off the north side of that certain 9.93 acres of land in Section 26, Township 1 South, Range 8 West, DeSoto County, Mississippi heretofore conveyed to Julia C. Meyerjack and Sarah C. Henneberger by Special Warranty Deed dated April 6, 1961, and recorded in Book 9, page 407 in the office of the Chancery Clerk of DeSoto County, Mississippi.

LESS AND EXCEPT: Beginning at the center line at the end of Dorchester Drive, Southaven West Subdivision, Section "N", Section 26, Township 1 South, Range 8 West, DeSoto County, Mississippi; thence run North 83° 11' 53" east along the extension of said center line of Dorchester Drive a distance of 300.0 feet to a point; thence run south 0° 45' 00" east a distance of 316.76 feet to a point; thence run south 83° 11' 53" west a distance of 300.00 feet to a point; thence run north 0° 45' 00" west a distance of 316.76 feet; containing 2.1 acres, more or less.

FURTHER LESS AND EXCEPT Tracts 1, 2 and 3 hereinafter described:

TRACT 1. Commencing at the Northwest corner of Section 26, Township 1 South, Range 8 West, DeSoto County, Mississippi, run thence south 1° 24' 34" east along the west line of said Section 26 a distance of 1304.46 feet to a point; thence run north 88° 50' east a distance of 1553.13 feet to the Southwest corner of Lot 3008, Section "O" Southaven West Subdivision; thence continue North 88° 50' east along the property line of said Section "O" a distance of 331.90 feet to a point; thence run South 0° 34' 23" east a distance of 1357.01 feet to the true point of beginning, said point being on the South line of a 200.00 feet wide TVA Power Line Easement; thence run south 83° 48' 03" west along the south line of said TVA Easement a distance of 868.78 feet to a point; thence run South 0° 45' 00" east a distance of 614.39 feet to a point on the south line of a 175.00 feet wide Mississippi Power and Light Company Power Line Easement; thence run north 89° 20' 12" east along the south line of said Mississippi Power and Light Company Easement a distance of 862.64 feet to a point; thence run north 0° 34' 23" west a distance of 698.17 feet to the true point of beginning and containing 13.01 acres.

TRACT 2. Part of Section 26, Township 1 South, Range 8 West, described as a 50 foot wide strip being 25 feet on both sides of the line described as follows: Commencing at the Northwest corner of Section 26, Township 1 South, Range 8 West, DeSoto County, Mississippi; run thence north 88° 35' 26" east along the north line of said Section 26 a distance of 2764.03 feet to the west right of way of U. S. Highway 51; thence run south 1° 15' 26" west along the west right of way of U. S. Highway 51 a distance of 3008.06 feet; thence run south 88° 52' 31" west a distance of 762.85 feet to a point on the east property line of the Dorchester Place Apartment property, said point being 327.70 feet south 0° 34' 23" west of the Northwest corner of the Dorchester Place Apartment property; thence run south 88° 52' 31" west a distance of 551.69 feet to a point; thence run north 0° 7' 15" west a distance of 278.89 feet to a point on the north line of the above said Dorchester Place Apartment property, said point also being the true point of beginning, thence run north 0° 7' 15" west a distance of 358.05 feet to a point; thence run south 83° 50' 26" west a distance of 325.16 feet to a point on the property line of Section "N" Southaven West Subdivision, said point also being on the center line of the existing Dorchester Drive, said point also being North 0° 45' 00" west and 359.63 feet from the Northwest corner of the Dorchester Place Apartment property.

TRACT 3. The North 30 feet of the following described property, together with all right, title and interest in and to that certain right of way granted the undersigned Grantors by Mississippi Power & Light Company by instrument dated February 17, 1971 and recorded in Book 80 at Page 487, over and across the South 20 feet of the following described parcel: Part of Section 26, Township 1, Range 8 West, described as a 50 foot wide strip being 25 feet on both sides of a line described as follows, to-wit: Commencing at Northwest corner of Section 26, Township 1 South, Range 8 West, DeSoto County, Mississippi; run thence north 88° 35' 26" east along the north line of said Section 26 a distance of 2764.03 feet to the west right of way of U. S. Highway 51; thence run south 1° 15' 26" west along the west right of way of U. S. Highway 51 a distance of 3008.06 feet to the true point of beginning; thence run South 88° 52' 31" west a distance of 762.85 feet to a point on the East property line of the Dorchester Place Apartments property. Said point being 327.70 feet south 0° 34' 23" west of the Northwest corner of the Dorchester Place Apartment 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 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 28th day of Oct 1975.

Donald M. Brown

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 M. BROWN who acknowledged that he signed and delivered the above and foregoing deed of trust on the day and year therein mentioned.

Given under my hand and official seal, this the 28th day of October 1975.

My Commission Expires: Sept 4 1977

Shirley Hargett
Notary Public

NOTARY PUBLIC DESOTO CO., MISS.

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 11 o'clock no minutes A M. 6th day of November 1975, and that the same has been recorded in Book 192 Page 623 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 7th day of November 1975

Fees $5.00 pd. SEAL

D. G. Ferguson CLERK

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Lot 1200, Section F, 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 Virden Homes, Inc. to Rowan H. Taylor, Trustee, Wortman & Mann, Inc. and recorded in Book 181 at Pages 575 of the Records of Deeds or Deeds of Trust in your office.

Witness my signature, this the 31st day of October, 19 75.

WORTMAN & MANN, INC.

BY: James N. C. Moffat, III
Vice President

STATE OF MISSISSIPPI

COUNTY OF HINDS

Personally appeared before me, the undersigned authority in and for said County and State, the within named James N. C. Moffat, III Vice President of Wortman & Mann, Inc. a Mississippi corporation, who acknowledged that he signed, sealed and delivered the foregoing instrument on the day and in the year therein mentioned, as his act and deed of said corporation, being duly authorized so to do.

Given under my hand and official seal, this the 31st day of October, 19 75.

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 November 1975, and that the same has been recorded in Book 192 Page 628 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 7th day of November 1975.

Fees $ 2.50 pd.

SEAL H. L. Ferguson, CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK
255 PAGE 356
THIS 12 DAY OF Feb. 1980
H. H. Ferguson
CHANCERY CLERK

T R U S T D E E D

THIS INDENTURE, made this the 30th day of October, 1975, between MACKIE A. STINNETT and wife, NANNETTE S. STINNETT, Party of the First Part, and FIRST NATIONAL BANK, SOUTHAVEN, Party of the Second Part,

WITNESSETH, that whereas, said party of the first part, being indebted to the said party of the second part in the sum of FOUR THOUSAND ONE HUNDRED SEVENTY-ONE and 20/100 DOLLARS ($4,171.20) which includes principle and interest, repayable in 60 installments of $69.52 each, the first installment due on the 3rd day of December, 1975 and each succeeding installment due on the 3rd day of each succeeding month, until the whole of said indebtedness is paid in full and any further amount that the party of the second part may furnish the party of the first part, having agreed to secure the prompt payment of the same when due: Therefore, in consideration of the part paid by Winn Davis Brown, Jr., Trustee, the party of the first part has this day granted, bargained, and sold to the said Trustee the following described property, located in the County of DeSoto, and State of Mississippi:

Lot 923, 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.

This Deed of Trust is second and subordinate to that certain Deed of Trust of record in Book 73, Page 33, in the office of the Chancery Clerk of DeSoto County, Mississippi.

Should the Trustee at any time believe said property, indebtedness, he may then forthwith take possession of said property and sell the same as herein below directed. Should the party of the first part promptly pay the above stated indebtedness on or before maturity, then this instrument is to be void; but in default thereof the said Trustee shall take possession of said property, and after giving notice of the time, place and terms of sale, by advertisement according to law in DeSoto County, shall sell the same at public auction, to the highest bidder for cash, at such time and place as he shall designate in said advertisement. The proceeds of said sale shall be applied to the payment of said indebtedness and all costs incurred herein; and if there be a surplus, such surplus shall be refunded to the party of the first part. In case of failure or inability on the part of said Trustee to execute the trust herein confided, the party of the second part, their assigns or legal representatives, can at any time appoint a Trustee to act in his stead.

WITNESS our signatures the date written above.

Mackie A. Stinnett

Nannette S. Stinnett

STATE OF MISSISSIPPI
COUNTY OF DESOTO

Before me, a Notary Public for said jurisdiction, this day personally appeared the above named MACKIE A. STINNETT and NANNETTE S. STINNETT, who acknowledged that they signed and delivered the foregoing Deed of Trust on the day and year therein mentioned.

GIVEN UNDER MY HAND and official seal of office, this the 30th day of October, 1975.

My Commission Expires:
My Commission Expires Nov. 11, 1978

NOTARY PUBLIC

Anna Dell Peterson
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 8 o'clock no minutes A M. 7 day of November 1975, and that the same has been recorded in Book 192 Page 629 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 7th day of November 1975.
Fees $2.50 pd.

SEAL H. H. Ferguson, CLERK

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PARTIAL RELEASE

FOR AND IN CONSIDERATION of the sum of Ten Dollars and No/100th ($10.00), cash in hand paid; and other good and valuable considerations, the receipt of which is hereby acknowledged, WORTMAN & MANN, INC. does hereby release from the lien of that certain Deed of Trust executed by FIRST REALTY BUILDING CORPORATION to Rowan H. Taylor, Trustee, for Wortman & Mann, Inc., beneficiary, which Deed of Trust is of record in the office of the Chancery Clerk of DeSoto County at Hernando, Mississippi, in Deed of Trust Book 187 at Page 303, the following described land and property lying and being situated in DeSoto County, State of Mississippi, and being more particularly described as follows, to-wit:

Lot 430, in Section C, Eastover Subdivision in Section 29, Township 1 South, Range 6 West as per plat thereof recorded in Plat Book 12, Pages 39-40 in the office of the Chancery Clerk of DeSoto County, Mississippi.

THE ABOVE MENTIONED Deed of Trust is hereby satisfied and cancelled as to above described property only, and as to all other property covered by said Deed of Trust, the same shall remain in full force and effect, unchanged and unaffected by this partial release.

IN WITNESS WHEREOF, the undersigned James N. C. Moffat, III, has caused this instrument to be executed by its duly authorized officers this the 30th day of October, 1975.

WORTMAN & MANN, INC.

By: James N. C. Moffat, III

James N. C. Moffat, III,
Vice President

ATTEST:

Harold G. Duck, Vice President

STATE OF MISSISSIPPI

COUNTY OF HINDS

PERSONALLY appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named James N. C. Moffat, III, who acknowledged that he is the Vice President of Wortman & Mann, 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 year therein mentioned, his having been first duly authorized so to do.

GIVEN UNDER MY HAND and Official Seal of Office, this the 30th day of October, 1975.

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 11 o'clock 30 minutes A M. 7th day of November 1975, and that the same has been recorded in Book 192 Page 630 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 7th day of November 1975.

Fees $2.50 pd.

SEAL H. L. Ferguson, CLERK

F-1915

RELEASE OF DEED OF TRUST

STATE OF LOUISIANA
PARISH OF ORLEANS

Loan No. 190510 (208484)

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 Robert E. Coley, Jr., and Wife, Betty Jo Coley on October 17th, 19 66, to secure an indebtedness to The Federal Land Bank of New Orleans in the principal sum of $ 13,000.00, which said deed of trust is of record in Deed of Trust Book 92, Page 17, of the records in your office.

Witness the corporate signature and seal of The Federal Land Bank of New Orleans on this the 4th day of November, 1975.

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 4th day of November, 1975.

(SEAL)

Notary Public

My commission expires at death.

* * * * * * * * * * * * * * * *

CERTIFICATE OF CLERK

STATE OF MISSISSIPPI
COUNTY OF DeSoto

I hereby certify that this instrument was filed for record in my office at 11:30 o'clock A M. on the 7th day of November 1975, and that the same has been recorded in Book 192 Page 631 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 7th day of November 1975.

Fees $2.50 pd.

SEAL H. D. Ferguson, CLERK

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 11 o'clock 30 minutes A M. 7th day of November 1975, and that the same has been recorded in Book 192 Page 631 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 7th day of November 1975.
Fees $2.50 pd.
SEAL H. D. Ferguson, CLERK

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F-1915

RELEASE OF DEED OF TRUST

STATE OF LOUISIANA
PARISH OF ORLEANS

Loan No. 208484
(190510)

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 Robert E. Coley, Jr. and Wife, Betty J. Coley on June 21st, 19 72, to secure an indebtedness to The Federal Land Bank of New Orleans in the principal sum of $ 6,500.00, which said deed of trust is of record in Deed of Trust Book 144, Page 335, of the records in your office.

Witness the corporate signature and seal of The Federal Land Bank of New Orleans on this the 4th day of November, 1975.

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 4th day of November, 19 75.

Notary Public

(SEAL)

My commission expires at death.

* * * * * * * * * * * * * * * *

CERTIFICATE OF CLERK

STATE OF MISSISSIPPI
COUNTY OF DeSoto

This instrument was filed for record in my office at 11:30

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 11 o'clock
30 minutes A M. 7th day of November 1975, and that the same has been
recorded in Book 192 Page 632 records of REAL ESTATE TRUST DEEDS
of said County.
Witness my hand and seal this the 7th day of November 1975.

Fees $2.50 pd.

SEAL H. H. Ferguson, CLERK

2.50 bill

CANCELLED BY A[illegible] RECORDED IN BOOK
440 PG. 298
THIS 17th DAY June 19 88
W. E. Davis
CHANCERY CLERK
by D. Taylor, D.C.

Assumption Agreement
~~Assignment~~ of this Instrument Recorded in
Real Estate T/D Book
No. 232 Page 41
This the 11 day of Oct. 19 78
H. W. Ferguson Clerk

DEED OF TRUST

THIS DEED OF TRUST is made this 31st day of October, 19 75, among the Grantor, Jerry A. Doolittle and wife, Margaret V. Doolittle (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 1163, Section "F" Greenbrook Subdivision in Section 19, Township 1 South, Range 7 West, as per plat thereof recorded in plat book 9, pages 46-49 in the office of the Chancery Clerk of DeSoto County, Mississippi.

TOGETHER with all the improvements, now or hereafter erected on the property, and all easements, rights, appurtenances, rents (subject however to the rights and authorities given herein to Lender to collect and apply such rents), royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Deed of Trust; and all of the foregoing, together with said property (or the leasehold estate in the event this Deed of Trust is on a leasehold) are herein referred to as the "Property";

To SECURE to Lender (a) the repayment of the indebtedness evidenced by Borrower's note of even date herewith (herein "Note"), in the principal sum of Thirty-Seven Thousand Nine Hundred FiftyDollars, 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.

Jerry A. Doolittle —Borrower

Margaret V. Doolittle —Borrower

2467 Southwick 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 Jerry A. Doolittle and wife, Margaret V. Doolittle 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 31st day of October, A.D., 19 75.

My Commission expires: 1-16-77

Joyce B Young
Notary Public

STATE OF MISSISSIPPI, DeSOTO COUNTY
I certify that the within instrument was filed for record at 11 o'clock and 30 minutes A M 7

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 11 o'clock 30 minutes A M. 7th day of November 1975, and that the same has been recorded in Book 192 Page 633 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 7th day of November 1975.

Fees $ 5.00 pd.

SEAL H. D. Ferguson, CLERK

CANCELLED BY AUTHORITY, RECORDED IN BOOK 516 PAGE 647
THIS 8 DAY OF Aug 19 90
W. E Davis
Chancery Clerk by BC, DC

Assignment of this Instrument Recorded in: Real estate T/S Book No. 422 Page 693
This the 7th day of Dec. 19 87
H. G. Ferguson Clerk
by S. Taylor, D.C.

USDA-FmHA
Form FmHA 427-1 MS
(Rev. 5-14-74)

Position 5

REAL ESTATE DEED OF TRUST FOR MISSISSIPPI

THIS INDENTURE, made and entered into this day, November 3, 1975 (Date)

by and between the undersigned Walter D. Webb and wife, Mary R. Webb

residing in DeSoto County, Mississippi, whose post office address is Lot 692, Section "D" Twin Lakes Subdivision, Walls, Mississippi,

grantor(s), herein called "Borrower," and

Aaron Goolsby

as trustee, herein called "Trustee," and the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture, beneficiary, herein called the "Government," WITNESSETH THAT:

WHEREAS, Borrower is justly indebted to the Government as evidenced by one or more certain promissory note(s) or assumption agreement(s), herein called "note" (if more than one note is described below, the word "note" as used herein shall be construed as referring to each note singly or all notes collectively, as the context may require), said note being executed by Borrower, being payable to the order of the Government in installments as specified therein, authorizing acceleration of the entire indebtedness at the option of the Government upon any default by Borrower, and being further described as follows:

Date of Instrument	*Principal Amount*	*Annual Rate of Interest*	*Due Date of Final Installment*
11-3-75	22,690.00	8-1/8	11-3-2008

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 692, Section "D" Twin Lakes Subdivision, in Section 6, Township 2 South, Range 8 West, as per plat thereof recorded in plat book 10, pages 32 and 33, in the office of the Chancery Clerk of DeSoto County, Mississippi.

together with all rights, interests, easements, hereditaments and appurtenances thereunto belonging, the rents, issues, and profits thereof and revenues and income therefrom, all improvements and personal property now or later attached thereto or reasonably necessary to the use thereof, including, but not limited to, ranges, refrigerators, clothes washers, clothes dryers, or carpeting purchased or financed in whole or in part with loan funds, all water, water rights, and water stock pertaining thereto, and all payments at any time owing to Borrower by virtue of any sale, lease, transfer, conveyance, or condemnation of any part thereof or interest therein-all of which are herein called "the property";

IN TRUST, NEVERTHELESS, (a) at all times when the note is held by the Government, or in the event the Government should assign this instrument without insurance of the payment of the note, to secure prompt payment of the note and any renewals and extensions thereof and any agreements contained therein, including any provision for the payment of an insurance or other charge, (b) at all times when the note is held by an insured holder, to secure performance of Borrower's agreement herein to indemnify and save harmless the Government against loss under its insurance contract by reason of any default by Borrower, and (c) in any event and at all times to secure the prompt payment of all advances and expenditures made by the Government, with interest, as hereinafter described, and the performance of every covenant and agreement of Borrower contained herein or in any supplementary agreement.

BORROWER for himself, his heirs, executors, administrators, successors and assigns COVENANTS AND AGREES as follows:

(1) To pay promptly when due any indebtedness to the Government hereby secured and to indemnify and save harmless the Government against any loss under its insurance of payment of the note by reason of any default by Borrower. At all times when the note is held by an insured holder, Borrower shall continue to make payments on the note to the Government, as collection agent for the holder.

(2) To pay to the Government such fees and other charges as may now or hereafter be required by regulations of the Farmers Home Administration.

(3) If required by the Government, to make additional monthly payments of 1/12 of the estimated annual taxes, assessments, insurance premiums and other charges upon the mortgaged premises.

(4) Whether or not the note is insured by the Government, the Government may at any time pay any other amounts required herein to be paid by Borrower and not paid by him when due, as well as any costs and expenses for the preservation, protection, or enforcement of this lien, as advances for the account of Borrower. All such advances shall bear interest at the rate borne by the note which has the highest interest rate.

(5) All advances by the Government as described in this instrument, with interest, shall be immediately due and payable by Borrower to the Government without demand at the place designated in the latest note and shall be secured hereby. No such advance by the Government shall relieve Borrower from breach of his covenant to pay. Any payment made by Borrower may be applied on the note or any indebtedness to the Government secured hereby, in any order the Government determined.

(6) To use the loan evidenced by the note solely for purposes authorized by the Government.

(7) To pay when due all taxes, liens, judgments, encumbrances, and assessments lawfully attaching to or assessed against the property, including all charges and assessments in connection with water, water rights, and water stock pertaining to or reasonably necessary to the use of the real property described above, and promptly deliver to the Government without demand receipts evidencing such payments.

(8) To keep the property insured as required by and under insurance policies approved by, delivered to, and retained by the Government.

(9) To maintain improvements in good repair and make repairs required by the Government; operate the property in a good and husbandmanlike manner; comply with such farm conservation practices and farm and home management plans as the Government from time to time may prescribe; and not to abandon the property, or cause or permit waste, lessening or impairment of the security covered hereby, or, without the written consent of the Government, cut, remove, or lease any timber, gravel, oil, gas, coal, or other minerals except as may be necessary for ordinary domestic purposes.

(10) To comply with all laws, ordinances, and regulations affecting the property.

(11) To pay or reimburse the Government for expenses reasonably necessary or incidental to the protection of the lien priority hereof and to the enforcement of or the compliance with the provisions hereof and of the note and any supplementary agreement (whether before or after default), including but not limited to costs of evidence of title to and survey of the property, costs of recording this and other instruments, attorneys' fees, trustees' fees, court costs, and expenses of advertising, selling, and conveying the property.

(12) Neither the property nor any portion thereof or interest therein shall be leased, assigned, sold, transferred, or encumbered, voluntarily or otherwise, without the written consent of the Government. The Government shall have the sole and exclusive rights as mortgagee hereunder, including but not limited to the power to grant consents, partial releases, subordinations, satisfaction, and no insured holder shall have any right, title or interest in or to the lien or any benefits hereof.

(13) At all reasonable times the Government and its agents may inspect the property to ascertain whether the covenants and agreements contained herein or in any supplementary agreement are being performed.

(14) The Government may extend and defer the maturity of and renew and reamortize the debt evidenced by the note or any indebtedness to the Government secured hereby, release from liability to the Government any party so liable thereon, release portions of the property from and subordinate the lien hereof, and waive any other rights hereunder, without affecting the lien or priority hereof or the liability to the Government of Borrower or any other party for payment of the note or indebtedness secured hereby except as specified by the Government in writing.

(15) If at any time it shall appear to the Government that Borrower may be able to obtain a loan from a production credit association, a Federal land bank, or other responsible cooperative or private credit source, at reasonable rates and terms for loans for similar purposes and periods of time, Borrower will, upon the Government's request, apply for and accept such loan in sufficient amount to pay the note and any indebtedness secured hereby and to pay for any stock necessary to be purchased in a cooperative lending agency in connection with such loan.

(16) The power to appoint a substitute trustee is hereby granted to the Government and its assigns, to be exercised at any time hereafter, without notice and without specifying any reason therefor, by filing for record in the office where this instrument is recorded an instrument of appointment, whereupon the substitute trustee shall succeed to all the estates, rights, powers, and trusts herein granted to or vested in Trustee, and the former trustee or substitute trustee shall be divested thereof; and notice of the exercise of this power and any requirement of, or right to require, a bond from any trustee hereunder, are hereby waived.

(17) Default hereunder shall constitute default under any other real estate, or under any personal property or other, security instrument held or insured by the Government and executed or assumed by Borrower, and default under any such other security instrument shall constitute default hereunder.

(18) SHOULD DEFAULT occur in the performance or discharge of any obligation in this instrument or secured by this instrument, or should any one of the parties named as Borrower die or be declared an incompetent, a bankrupt, or an insolvent, or make an assignment for the benefit of creditors, the Government, at its option, with or without notice, may: (a) declare the entire amount unpaid under the note and any indebtedness to the Government hereby secured immediately due and payable, (b) for the account of Borrower incur and pay reasonable expenses for repair or maintenance of and take possession of, operate or rent the property, (c) upon application by it and production of this instrument, without other evidence and without notice of hearing of said application have a receiver appointed for the property, with the usual powers of receivers in like cases, and (d) authorize and request Trustee to foreclose this instrument and sell the property as provided by law.

(19) Upon default aforesaid, at the request of the Government, Trustee may foreclose this instrument by advertisement and sale of the property as provided by law, for cash or secured credit at the option of the Government, personal notice of which sale need not be served on Borrower; such sale may be adjourned from time to time without other notice than oral proclamation at the time and place appointed for such sale and correction made on the posted notices; and at such sale the Government and its agents may bid and purchase as a stranger; Trustee at his option may conduct such sale without being personally present, through his delegate authorized by him for such purpose orally or in writing, and Trustee's execution of a conveyance of the property or any part thereof to any purchaser at foreclosure sale shall be conclusive evidence that the sale was conducted by Trustee personally or through his delegate duly authorized in accordance herewith. If the property is situated in two or more counties, the sale may be held in any one of such counties selected by the Government in its sole discretion.

(20) The proceeds of foreclosure sale shall be applied in the following order to the payment of: (a) costs and expenses incident to enforcing or complying with the provisions hereof, (b) any prior liens required by law or a competent court to be so paid, (c) the debt evidenced by the note and all indebtedness to the Government secured hereby, (d) inferior liens of record required by law or a competent court to be so paid, (e) at the Government's option, any other indebtedness of Borrower owing to or insured by the Government, and (f) any balance to Borrower. In case the Government is the successful bidder at foreclosure or other sale of all or any part of the property, the Government may pay its share of the purchase price by crediting such amount on any debts of Borrower owing to or insured by the Government, in the order prescribed above.

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(21) All powers and agencies granted in this instrument are coupled with an interest and are irrevocable by death or otherwise; and the rights and remedies provided in this instrument are cumulative to remedies provided by law.

(22) Borrower recognizes that, pursuant to Federal law, the Government will not be bound by any present or future State laws, (a) providing for valuation, appraisal, homestead or exemption of the property, (b) prohibiting maintenance of an action for a deficiency judgment or limiting the amount thereof or the time within which such action must be brought, (c) prescribing any other statute of limitations, (d) allowing any right of redemption or possession following any foreclosure sale, or (e) limiting the conditions which the Government may by regulation impose, including the interest rate it may charge, as a condition of approving a transfer of the property to a new Borrower. Borrower expressly waives the benefit of any such State laws. Borrower hereby relinquishes, waives, and conveys all rights, inchoate or consummate, of descent, dower, and curtesy.

(23) If any part of the loan for which this instrument is given shall be used to finance the purchase, construction or repair of property to be used as an owner-occupied dwelling (a) neither he nor anyone authorized to act for him will, after receipt of a bona fide offer, refuse to negotiate for its sale or rental, or will otherwise make unavailable or deny said property, to anyone because of race, color, religion or national origin and (b) Borrower recognizes as illegal and hereby disclaims and will not comply with or attempt to enforce any restrictive covenants on said property relating to race, color, religion or national origin.

(24) This instrument shall be subject to the present regulations of the Farmers Home Administration, and to its future regulations not inconsistent with the express provisions hereof.

(25) Notices given hereunder shall be sent by certified mail, unless otherwise required by law, addressed, unless and until some other address is designated in a notice so given in the case of the Government to Farmers Home Administration, United States Department of Agriculture, at Jackson, Mississippi 39201, and in the case of Borrower to him at his post office address stated above.

(26) If any provision of this instrument or application thereof to any person or circumstances is held invalid, such invalidity will not affect other provisions or applications of the instrument which can be given effect without the invalid provision or application, and to that end the provisions hereof are declared to be severable.

STATE OF MISSISSIPPI, DeSOTO COUNTY

I certify that the within instrument was
filed for record at 11 o'clock and
30 minutes A M. 7
day of November 19 75 and that the
same has been recorded in Book No. _____
_____ records of _____
of said County.
Witness my hand and seal this _____
day of _____ 19 ___ $2.00

STATE OF MISSISSIPPI _____ Clerk

COUNTY OF DeSoto

WITNESS the signature of Borrower the day and year first above written.

Walter D. Webb
Walter D. Webb

Mary R. Webb
Mary R. Webb

ACKNOWLEDGMENT

Personally appeared before me, the undersigned, a notary public in and for said County and State, the within-named Walter D. Webb and Mary R. Webb, 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 3rd day of November, 19 75.

Joyce B. Yancey
(Signature)

Notary Public
(Title)

(SEAL)

My Commission Expires:
1-16-77

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 11 o'clock
30 minutes A M. 7th day of November 1975, and that the same has been
recorded in Book 192 Page 637 records of REAL ESTATE TRUST DEEDS
of said County.
Witness my hand and seal this the 7th day of November 1975.

Fees $5.00 pd.

SEAL H. D. Ferguson, CLERK

CANCELED BY AUTHORITY RECORDED IN BOOK 204 PAGE 304
THIS 28 DAY OF Sept 19 76
B. D. Taylor
CHANCERY CLERK

DEED OF TRUST

FOR VALUE RECEIVED, the undersigned, FIRST REALTY BUILDING CORPORATION

hereinafter designated "Grantor," conveys and warrants to Rowan H. Taylor, as Trustee, the following described property, located in DeSoto County, Mississippi, to-wit:

Lot 413, Section "C" Eastover Subdivision, in Section 29, Township 1 South, Range 6 West, as per plat thereof recorded in plat book 12, pages 39 and 40, in the office of the Chancery Clerk of DeSoto County, Mississippi.

This is the first lien on the above-described property except none

IN TRUST FOR THE FOLLOWING PURPOSES:

I (A) To secure the prompt payment of the Grantor's promissory note of even date herewith, in favor of the Wortman and Mann, Inc.

its successor or assigns, hereinafter designated as the Beneficiary, due and payable to said Beneficiary as follows: ($32,200.00) Thirty Two Thousand, Two Hundred Dollars due on or beofre August 3, 1976

bearing interest at the rate of 10.00 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 November 19 75

First Realty Building Corporation

BY: Charles E. Downs

Charles E. Downs, President

STATE OF MISSISSIPPI,)

COUNTY OF DeSoto)

Personally appeared before me, the undersigned authority in and for said County and State, the within-named Charles E. Downs, President of First Realty Building Corporation

who acknowledged that he signed and delivered the foregoing trust deed on the day and year therein mentioned.

Given under my hand and official seal, this 3rd day of November 19 75

Notary Public

My Commission Expires 1-16-77

STATE OF MISSISSIPPI

COUNTY OF

PERSONALLY appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named

who acknowledged that he is the of

a corporation and that for and on behalf of said corporation and as its act and deed, he signed, sealed and delivered the above and foregoing instrument of writing on the day and year therein mentioned, his having been first duly authorized so to do.

Given under my hand and official seal this the day of

1971

My Commission Expires:

NOTARY PUBLIC

RETU
W. F. R.
P. O. E
SOUTHAVEN, M

Clerk'

By

Witness my ha

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on the 7 day

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County, hereby

I, the undersi

COUNTY OF

STATE OF M

DEE

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 11 o'clock 30 minutes A M. 7th day of November 1975, and that the same has been recorded in Book 192 Page 641 records of REAL ESTATE TRUST DEEDS of said County,

Witness my hand and seal this the 7th day of November 1975.

Fees $3.50 pd.

SEAL H. L. Ferguson, CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK
197 PAGE 110
THIS 9 DAY OF March 19 76
W. D. Ferguson
CHANCERY CLERK

DEED OF TRUST

FOR VALUE RECEIVED, the undersigned FIRST REALTY BUILDING CORPORATION

hereinafter designated "Grantor," conveys and warrants to Rowan H. Taylor,

as Trustee, the following described property, located in DESoto

County, Mississippi, to-wit:

Lot 466, Section "C" Eastover Subdivision, in Section 29, Township 1 South, Range 6 West, as per plat thereof recorded in plat book 12, pages 39 and 40, in the office of the Chancery Clerk of DeSoto County, Mississippi.

This is the first lien on the above-described property except none

IN TRUST FOR THE FOLLOWING PURPOSES:

I. (A) To secure the prompt payment of the Grantor's promissory note of even date herewith, in favor of the Wortman and Mann, Inc.

its successor or assigns, hereinafter designated as the Beneficiary, due and payable to said Beneficiary as follows:

($ 31,200.00) Thirty One Thousand, Two Hundred Dollars due on or before August 3, 1976

bearing interest at the rate of 10.00 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 perrent 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 November 19 75

FIRST REALTY BUILDING CORPORATION

BY: Charles E. Downs

Charles E. Downs, President

STATE OF MISSISSIPPI,)

COUNTY OF DeSoto)

Personally appeared before me, the undersigned authority in and for said County and State, the within-named Charles E. Downs, President of First Realty Building Corporation

who acknowledged that he signed and delivered the foregoing trust deed on the day and year therein mentioned.

Given under my hand and official seal, this 3rd day of November, 19 75

Joyce B Young Notary Public

My Commission Expires 1-16-77

STATE OF MISSISSIPPI

COUNTY OF

PERSONALLY appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named

who acknowledged that he is the of

a corporation and that for and on behalf of said corporation and as its act and deed, he signed, sealed and delivered the above and foregoing instrument of writing on the day and year therein mentioned, his having been first duly authorized so to do.

Given under my hand and official seal, this the day of

1971

My Commission Expires:

NOTARY PUBLIC

DEED

STATE OF MISS
COUNTY OF
I, the undersigned
County, hereby cer
was filed for reco
on the 7 day o
and the same is du
Page of the
Witness my hand
of

Clerk's

By

RETURN
W., F., R., &
P. O. BO
SOUTHAVEN, MISSISSIPPI 38671

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 11 o'clock 30 minutes A M. 7th day of November 1975, and that the same has been recorded in Book 192 Page 643 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 7th day of November 1975.

Fees $3.50 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 341, Section "B" Eastover Subdivision as per palt thereof recorded in Plat book 12, pages 36-38 in the office of the Chancery Clerk of DeSoto County, Mississippi, located in Section 29, Township 1 South, Range 6 West.

This is the first lien on the above-described property except none

IN TRUST FOR THE FOLLOWING PURPOSES:

I. (A) To secure the prompt payment of the Grantor's promissory note of even date herewith, in favor of the Wortman & Mann, Inc.

its successor or assigns, hereinafter designated as the Beneficiary, due and payable to said Beneficiary as follows:

($ 35,600.00) Thirty-Five Thousand Six Hundred & 00/100 Dollars due on or before July 27, 1975.

IN the event interest becomes thirty (30) days in arrears, the entire amount advanced immediately becomes due and payable.

bearing interest at the rate of 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 27th day of October 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, on behalf of said Corporation, af ter being duly authorized so to do.

Given under my hand and official seal, this 27th day of October 19 75

Joyce B Yeuell Notary Public

My Commission Expires 1-15-77

SOUTHAV... W... By... Witness ... of ... Page ... and the sa... on the ... Z... was filed ... County, ha... I, the u... STATE O... COUNTY ... D...

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 11 o'clock 30 minutes A M. 7th day of November 1975, and that the same has been recorded in Book 192 Page 645 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 7th day of November 1975.

Fees $ 3.50 pd.

SEAL H. L. Ferguson, CLERK

Deed of Trust

THIS DEED OF TRUST made and entered into on this the 6th day of November, 1975, by and between GREENBROOK BAPTIST CHURCH, a Mississippi Corporation Southaven, Mississippi of the first part, hereinafter designated as the GRANTORS; JERRY H. BLOUNT, Trustee, of the second part, hereinafter designated as TRUSTEE; and PEOPLES BANK & TRUST, Trustee for the benefit of the bondholders of Olive Branch, Mississippi, of the third part, hereinafter designated as the BENEFICIARY.

WITNESSETH: That whereas the Grantors are justly indebted to the Beneficiary in the sum of FORTY THOUSAND AND NO/100 DOLLARS ($40,000.00), evidenced by one certain promissory note of even date herewith, payable to said Beneficiary;

One promisaory note in the face amount of $40,000.00, with interest thereon at the rate of 8%, 8½%, 9%; interest payable semi-annually on the first day of May and November of each year, beginning on the 1st day of May, 1976, with final interest payment being payable on the 1st day of November, 1988. Note is payable to Peoples Bank & Trust, Trustee for the bondholders, and represents an aggregate of 58 bonds issued by grantors, totaling said amount. Note provides for redemption of bonds on maturity and payment of interest when due, upon surrender of proper bond or interest coupon at the offices of the Peoples Bank & Trust, Olive Branch, Mississippi, and for default if any bond is not redeemed on maturity or any interest coupon not paid when due. Bonds mature semi-annually on the 1st day of May and November of each year, with first bonds maturing on the 1st day of November, 1977, and final bonds maturing on the 1st day of November, 1988. Default is provided for failure to deposit monies in accordance with provisions of promissory note out of the first income each month of grantors. Note provides for attorney's fees and all costs in the event of default and if the note is placed in the hands of an attorney for collection.

said note or notes bearing interest from date at the rate of 8%, 8½%, 9% per centum per annum, and providing for attorney's fees for collection if not paid according to the terms thereof;

AND, WHEREAS, Grantors are anxious to secure the payment of said indebtedness hereinabove specifically described, together with any other indebtedness that may become due and owing under the terms of this instrument;

NOW, THEREFORE, in consideration of FIVE AND NO/100 ($5.00) DOLLARS, to the undersigned Grantors this day paid by the aforesaid Trustee, the receipt of which is hereby acknowledged, the grantors do hereby convey and warrant unto the said Trustee, the following described land and property, together with all the hereditaments and appurtenances thereunto appertaining,

lying and being situated in the City or Town of _____, _____ District of DeSoto County, State of Mississippi, and more particularly described as follows, to-wit:

Part of Section 19, Township 1 South, Range 7 West, DeSoto County, Mississippi, more particularly described as follows: Beginning at a point in the west line of Greenbrook Parkway at the southeast corner of Lot 977, Greenbrook Subdivision, Section "E", as shown by the plat recorded in Plat Book 9, page 44, in the office of the Chancery Clerk of said County, said point being at the northerly line of a 200 foot wide TVA easement; thence south along a projection of the west line of Greenbrook Parkway 464.87 feet to a point at the beginning of a curve to the right with the radius of 300 feet; thence westwardly along the arc of said curve 46.74 feet to a point at the end of said curve in the north line of proposed Rasco Road; thence westwardly along the northerly line of proposed Rasco Road 655.30 feet to a point in the east line of the George Windfield property; thence north along the east line of said Winfield property 454.31 feet to a point in the northerly line of said TVA easement; thence eastwardly along the northerly line of said TVA easement 671.60 feet to the point of beginning.

It is understood and agreed that this conveyance is made subject to and the parties hereto have agreed on and are bound by and will observe and fulfill the following covenants, stipulations and conditions as obligatory upon the respective parties:

First: This deed of trust secures not only the aforementioned indebtedness but also such future and additional advances as may be made to the grantors, or either of them, by the beneficiary in a sum not exceeding $100,000.00 (the beneficiary to be the sole judge as to whether or not any such future or additional advancements will be made), as well as an additional indebtedness heretofore, now, or hereafter contracted with the beneficiary by the grantors, or either of them, before the cancellation of record of this instrument, whether such indebtedness be represented by promissory notes, open account, or otherwise, including also any indebtedness of any grantor made as joint maker, surety, endorser or guarantor, together with all extensions and renewals of any of the aforementioned obligations, or any part thereof, and whether otherwise secured or not.

Second: The grantors herein shall pay all taxes and assessments general or special which may be levied or assessed upon the property herein described promptly when the same shall become due, and keep the improvements situated upon said land insured at all times during the continuance of this deed of trust against loss or damage by fire, storm and other hazard for the maximum amount of insurance obtainable or in such amount as may be approved by the beneficiary, in some solvent insurance company or companies authorized to do business in the State of Mississippi and satisfactory to the said beneficiary, with standard mortgage clause attached in favor of said beneficiary, or the legal holder of said note or notes, and shall have the policy or policies of insurance assigned and delivered to the legal holder or holders of the indebtedness secured hereby, and on failure so to do, then the legal holder of the note or notes, or either of them, may paid said taxes and assessments, redeem the property from any tax sale, or sales, if it has been sold, and insure said property, pay the premiums, and have a lien for the same, with interest at the rate of six per centum per annum from date until paid, and the trustee herein shall have all of the powers of sale or otherwise, in reference to said payments as for default in the payments of the original indebtedness, and the failure to promptly repay the legal holder or holders of the said note or notes, or either of them, and money so expended, upon demand, shall render the whole indebtedness herein secured, at the option of the legal holder of said indebtedness, immediately due and payable. In event of loss or damage to the premises by fire or other hazard, the grantors will give immediate notice by mail to the beneficiary, who may make proof of loss if not made promptly by the grantors, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the beneficiary instead of to the grantors and the beneficiary jointly, and the insurance proceeds or any part thereof, may be applied by the beneficiary at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this Deed of Trust, or other transfer of title to the said premises in extinguishment of the indebtedness secured hereby, all right, title, and interest of the grantors in and to any insurance policies then in force shall pass to the purchaser or grantee.

Third: If default be made in any payment of any installment of principal or interest or of any indebtedness herein provided for when the same may become due and payable, then the whole of the indebtedness secured by this instrument may, at the option of the beneficiary, and without notice to the grantors, be declared immediately due and payable.

Fourth: A failure on the part of the beneficiary to exercise any option herein contained in the event of default being made, shall not constitute a waiver of the beneficiary's right to exercise said option in the event of any subsequent default.

Fifth: In case the grantors or either of them, or their vendees of the property herein conveyed, immediate or remote, should become insolvent, or apply to a bankruptcy court to be adjudicated a voluntary bankrupt, or proceedings be instituted to put them in involuntary bankruptcy, or should any proceedings be taken against the grantors, or their said vendees, immediate or remote, or either of them, looking to the appointment of a receiver, assignee, or trustee, then, and in either or any such case, the whole indebtedness hereby secured, may, at the option of the said beneficiary, or any holder of the indebtedness, be declared due and payable.

Sixth: When any payment shall be made to beneficiary, by the grantors herein, the said beneficiary, or legal holder of said note or notes or other indebtedness, shall have the exclusive right to make application of said payments to any part of the indebtedness hereby secured which either of them may elect, whether the indebtedness to which said payments may be applied be specifically mentioned in this deed of trust or not.

Seventh: If the property conveyed herein should be situated in two or more counties or in two judicial districts of the same county, then the trustee or any successor in said trust, shall have full power, in case he is directed to foreclose under this instrument, to select in which county, or judicial district, the sale of all of the above property shall be made and his selection shall be binding upon the grantors and the beneficiary and all persons claiming through or under them, whether by contract or by law. The trustee or any successor on said trust shall have full power to fix the day, time, terms and place of sale and shall also have full power to conduct any sale hereunder through an agent duly appointed by him for that purpose but said appointment of agent need not be recorded.

Eighth: The attorney's fees provided for in the above described note or notes and the trustee's fee provided for in this deed of trust are hereby made liens on the above described property and the grantors hereby promise to pay the same should they become due under the terms of the said note or notes and this deed of trust. A reasonable attorney's fee and all costs in connection with any litigation to protect this security or in seeking to have this deed of trust reformed by judicial proceedings, where necessary by mistake in this act, shall constitute a part of the debt secured hereby and become immediately due and payable to the beneficiary upon demand. If the beneficiary, or the legal holder of said note or notes or other indebtedness, shall deem it best to proceed in equity, to foreclose this deed of trust, then a reasonable fee shall be allowed by the court to the attorney representing the beneficiary under this need of trust.

Ninth: In the event that this deed of trust is subordinate to any other deed of trust or lien of any kind, the beneficiary may, in the event of a default in the performance of any covenant or agreement in the prior deed of trust or in the event of default in payment of any indebtedness secured by any other prior lien when due, at its option declare the entire indebtedness secured by this deed of trust immediately due and payable, or the beneficiary may perform any such defaulted covenant or agreement to such extent as the beneficiary may determine or pay any part of the indebtedness which is in default, with resultant right of subrogation, and the beneficiary shall have a lien for the same with interest at the rate of 10 per centum (10%) per annum from date until paid, and the trustee shall have all of the powers of sale or otherwise, in reference to said payment as for default in the payments of the original indebtedness secured by this deed of trust, and the failure to promptly repay the beneficiary and monies so expended, upon demand, shall render the whole indebtedness herein secured, at the option of the legal holder of said indebtedness, immediately due and payable.

Tenth: The beneficiary, or any owner or holder of the note or notes secured hereby, may at pleasure, without giving formal notice to the original or any successor trustee, or to the grantors herein or their vendees of the property herein conveyed, immediate or remote, and without regard to the willingness or inability of any such trustee to act, or to execute this trust, appoint another person or succession of persons to act as trustee herein, and such appointee or substitute shall have all the title, authority and powers in the execution of this trust as are vested in the trustee herein named. If the beneficiary, or the owners or holder of the note or notes secured hereby, be a corporation, such appointment may be made by any of one of its officers or agents. No one exercise of this power of appointment, power of sale, or any other power or right given in this Deed of Trust shall exhaust the right to exercise such power, but all rights and powers herein given may be exercised as often as may be necessary to achieve the perfect security and the collection of the indebtedness secured by this Deed of Trust until said indebtedness is fully paid and discharged.

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness and any and all other indebtedness that may become due and owing to the beneficiary, under the terms of this instrument, and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security, and any other indebtedness that may become due and owing by the grantors to the beneficiary during the term of this deed of trust arising in any manner whatsoever. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment of interest, or in the payment of taxes or insurance as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other covenant herein contained, then in that event the entire principal sum secured hereby, with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, be and become at once due and payable without notice to the grantors, and the trustee herein named, or his successor, or successors, shall, at the request of the beneficiary, sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid, then unpaid, after giving notice of the time, place and terms of said as required by law, and make deed to the purchaser or purchasers thereof. Out of the proceeds arising from said sale, the costs and expenses of executing this Deed of Trust, including a ten per cent. (10%) trustee's fee, which is hereby agreed to be a reasonable trustee's fee, and the attorney's fee prescribed in said note or notes, shall first be paid, next the amount of said indebtedness then remaining unpaid shall be paid and lastly, any balance remaining shall be paid to the undersigned grantors or to their proper representatives, agents or assigns.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, the use of any gender shall be applicable to all genders, and the term "Beneficiary" shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

The Grantors bind themselves to deposit the amounts set forth in a promissory note of even date herewith, said note being executed as security and in connection with this deed of trust; said monies being paid from the first income of said church and if not made in accordance with provisions of said note this deed of trust shall be in default.

If any interest coupon on any bond of the series is not paid when due, if any bond so issued is not redeemed on maturity; if monies assigned are not deposited according to the stipulation above, then this Deed of Trust shall be in default at the option of the Trustee for the bondholders, or any successor trustees.

Heretofore the Greenbrook Baptist Church, Southaven, Mississippi, by appropriate action, executed a deed of trust to Peoples Bank & Trust for the benefit of bondholders, for $75,000.00 on the property conveyed herein, said instrument being recorded in Book 187 at Page No. 161 of the official records of the Chancery Clerk of DeSoto County, Mississippi. This instrument is additional security for a supplementary $40,000.00, such being authorized in the original deed of trust above referred to and therefore by authority of the Grantor and with its agreement extends the total to $115,000.00; and the said deed of trust is to remain in full force and effect until the original note of $75,000.00, plus interest, and the supplementary note of $40,000.00, plus interest, have been fully paid.

IN TESTIMONY WHEREOF, Witness the signature of the Grantors on this the day and date first above written.

GREENBROOK BAPTIST CHURCH

ATTEST:

Secretary

BY: Jackie L. Dearen
Jackie L. Dearen

Donald G. Hardy
Donald G. Hardy

R. V. Clifton
R. V. Clifton

Trustees

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STATE OF MISSISSIPPI

COUNTY OF _____

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named _____

_____

who severally acknowledged that _____ signed and delivered the above and foregoing deed of trust on the day and year therein mentioned.

Given under my hand and official seal, this the _____ day of _____, 19____

_____
Notary Public

My Commission expires _____

STATE OF MISSISSIPPI

COUNTY OF DESOTO

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named Jackie L. Dearen, Donald G. Hardy, R. V. Clifton and Myra Cox

who severally acknowledged that they are Trustees and Secretary respectively of Greenbrook Baptist Church, a corporation, and that for and on behalf of said corporation and as its act and deed, they signed, sealed and delivered the above and foregoing instrument of writing on the day and in the year therein mentioned, they having been first duly authorized so to do.

Given under my hand and official seal, this the 6th day of November 1975

Lacy R. Rushing
Notary Public

My Commission expires 4-3-77

LAND
Deed of Trust

FROM

TO

Filed for Record the 7 day of November
19 75, at 11:30 o'clock A M.
W. H. Ferguson
Chancery Clerk.

STATE OF MISSISSIPPI, } Chancery Court.
DeSoto County.

I certify that this Deed of Trust was filed for record in my office at 11:30 o'clock A M. on the 7th day of November 19 75
and was duly recorded the ____ day of
19 ____ in Book No. ____
at Page No. ____ In my office
Witness my hand and seal of office this
day of ____ 19 ____
Chancery Clerk.
D. C.

STATEMENT OF CLERK'S FEES
For recording ____ words at 15¢ per 100, $ ____
Taking Acknowledgment ____
Certificate of Seal ____
Total ____

Rec 5.00

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 11 o'clock 30 minutes A M. 7th day of November 1975, and that the same has been recorded in Book 192 Page 647 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 7th day of November 1975.

Fees $ 5.00 pd.

SEAL W. H. Ferguson, CLERK

651

1926 518
THIS 13th Jan 2004
W. E. Davis
by D. Starkey D.C.

Assignment of this instrument recorded in
Real Est T D Book
No. 199 Page 633
This the 13 day of Dec 19 96
W. E. Ferguson Clerk

STATE OF MISSISSIPPI
FHA FORM NO. 2135 M
Revised February 1973

DEED OF TRUST

This form is used in connection with deeds of trust insured under the one- to four-family provisions of the National Housing Act.

Assignment of this Instrument Recorded in
Real Est T D Book
No. 342 Page 126
This the 14 day of April 1986
W. D. Ferguson Clerk
D.S.

THIS DEED OF TRUST, made and entered into this 4th day of November, 1975, by and between

James Morgan Reeves and wife, Dellie M. Reeves
, hereinafter called the Grantor;

G. L. Oates, hereinafter called the Trustee, and

Wortman and Mann, Inc., a corporation organized and existing under the laws of the State Of Mississippi, having its principal office and post-office address at P.O. Box 1571, Jackson, Mississippi, hereinafter called the Beneficiary:

WITNESSETH, That the Grantor, in consideration of the debt and trust hereinafter mentioned, and the sum of One Dollar ($1.00) to the Grantor paid by the Trustee, the receipt whereof is hereby acknowledged, does by these presents grant, bargain, sell, convey, and warrant unto the Trustee, the following-described 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 806, Section "D" Greenbrook Subdivision, in Section 19, Township 1 South, Range 7 West, as per plat thereof recorded in Plat Book 9, page 42, in the office of the Chancery Clerk of DeSoto County, Mississippi.

The funds deived 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 baove 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 and Mann, Inc. a corporation organized and existing under the laws of the State of Mississippi, the payment of a certain promissory note of even date herewith in the principal sum of Twenty Eight Thousand, Six Hundred and/ 00/100----- Dollars ($ 28,600.00) with interest from date at the rate of seven & three-fourths per centum (7-3/4 %) per annum on the balance remaining from time to time unpaid; principal and interest being payable at the office of Wortman and Mann, Inc., P.O. Box 1571 in Jackson, Mississippi or at such other place as the holder may designate, in writing, in monthly installments of Two Hundred Five and 06/100---------- Dollars ($ 205.06), commencing on the first day of January, 19 76 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 December, 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;

Real Estate Tax Rec.
Assignment of this Instrument Recorded in
Real Estate T D Book
No. 533 Page 48
This the 6 day of Feb. 19 91
W. E. Davis Clerk
by D. Starkey D.C.

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(b) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable to renew the policies of fire and other hazard insurance on the premises covered by this Deed of Trust, plus taxes and assessments next due on these premises (all as estimated by the Beneficiary) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by the Beneficiary in trust to pay said ground rents, premiums, taxes, and special assessments; and

(c) All payments mentioned in the two preceding subsections of this paragraph and all payments to be made under the note secured hereby shall be added together, and the aggregate amount thereof shall be paid by the Grantor each month in a single payment to be applied by the Beneficiary to the following items in the order set forth:

(I) premium charges under the contract of insurance with the Secretary of Housing and Urban Development, or monthly charge (in lieu of mortgage insurance premium), as the case may be;

(II) ground rents, if any, taxes, special assessments, fire and other hazard insurance premiums;

(III) interest on the note secured hereby; and

(IV) amortization of the principal of said note.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Grantor prior to the due date of the next such payment, constitute an event of default under this Deed of Trust. The Beneficiary may collect a "late charge" not to exceed two cents (2¢) for each dollar ($1) of each payment more than fifteen (15) days in arrears to cover the extra expense involved in handling delinquent payments.

3. If the total of the payments made by the Grantor under *(b)* of paragraph 2 preceding shall exceed the amount of the payments actually made by the Beneficiary for ground rents, taxes, or assessments, or insurance premiums, as the case may be, such excess at the option of the Beneficiary, shall be credited on subsequent payments to be made by the Grantor, or refunded to the Grantor. If, however, the monthly payments made by the Grantor under *(b)* of paragraph 2 preceding shall not be sufficient to pay ground rents, taxes and assessments, and insurance premiums, as the case may be, when the same shall become due and payable, then the Grantor shall pay to the Beneficiary any amount necessary to make up the deficiency, on or before the date when payment of such ground rents, taxes, assessments, or insurance premiums shall be due. If at any time the Grantor shall tender to the Beneficiary, in accordance with the provisions thereof, the full payment of the entire indebtedness represented thereby, the Beneficiary shall, in computing the amount of such indebtedness, credit to the account of the Grantor all payments made under the provisions of *(a)* of paragraph 2 hereof which the Beneficiary has not become obligated to pay to the Secretary of housing and Urban Development, and any balance remaining in the funds accumulated under the provisions of *(b)* of paragraph 2 hereof. If there shall be a default under any of the provisions of this Deed of Trust resulting in a public sale of the premises covered hereby or if the Beneficiary acquires the property otherwise after default, the Beneficiary shall apply, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under *(b)* of paragraph 2 preceding, as a credit against the amount of principal then remaining unpaid under the note secured hereby, and shall properly adjust any payments which shall have been made under *(a)* of paragraph 2.

4. That he will pay all and singular the costs, charges, and expenses including a 10% attorney's fee, reasonably incurred or paid at any time by the Beneficiary, because of the failure on the part of the Grantor to perform, comply with, and abide by each and every the stipulations, agreements, conditions, and covenants of the note secured hereby and of this Deed of Trust, or either, and every such payment shall bear interest from date at the rate set forth in the note secured hereby, shall be payable on demand, and shall be fully secured by this Deed of Trust.

5. That he will not commit, permit, or suffer waste, impairment, or deterioration of said property or any part thereof, and in the event of the failure of the Grantor to keep the buildings on said premises and those to be erected on said premises, or improvements thereon, in good repair, the Beneficiary may make such repairs as in its discretion it may deem necessary for the proper preservation thereof, and the sums so paid shall bear interest from date at the rate set forth in the note secured hereby, shall be payable on demand, and shall be fully secured by this Deed of Trust.

6. That he will keep the improvements now existing or hereafter erected on the said premises, insured as may be required from time to time by the Beneficiary against loss by fire and other hazards, casualties, and contingencies, including war damage, in such amounts and for such periods as may be required by the Beneficiary and will pay promptly, when due, any premiums on such insurance provision for payment of which has not been made hereinbefore. All insurance shall be carried in companies approved by the Beneficiary and the policies and renewals thereof shall be held by the Beneficiary and have attached thereto loss payable clauses in favor of and in form acceptable to the Beneficiary. In event of loss the Grantor will give immediate notice by mail to the Beneficiary, who may make proof of loss if not made promptly by the Grantor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Beneficiary instead of to the Grantor and the Beneficiary jointly, and the insurance proceeds, or any part thereof, may be applied by the Beneficiary at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this Deed of Trust or other transfer of title to the said premises in extinguishment of the indebtedness secured hereby, all right, title, and interest of the Grantor in and to any insurance policies then in force shall pass to the purchaser or grantee.

7. That he will pay all taxes, assessments, water rates, and other governmental or municipal charges, fines, or impositions, for which provision has not been made hereinbefore, and shall promptly deliver the official receipts therefor to the Beneficiary; and in default of such payment by the Grantor, the Beneficiary may pay the same, and any amount so paid by the Beneficiary shall then be added to the principal debt named herein and shall be secured hereby.

8. That if the premises, or any part thereof, be condemned under any power of eminent domain, or acquired for a public use, the damages, proceeds, and the consideration for such acquisition, to the extent of the full amount of indebtedness upon this Deed of Trust, and the note secured hereby remaining unpaid, are hereby assigned by the Grantor to the Beneficiary and shall be paid forthwith to the Beneficiary to be applied by it on account of the indebtedness secured hereby, whether due or not.

9. The Grantor further agrees that should this Deed of Trust and the note secured hereby not be eligible for insurance under the National Housing Act within thirty (30) 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 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 DeSote 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.

James Morgan Reeves

James Morgan Reeves

Dellie M. Reeves

Dellie M. Reeves

2724 Millcreek Road

Southaven, Mississippi 38671

STATE OF MISSISSIPPI,

COUNTY OF DeSoto } ss:

Personally appeared before me a notary public, the undersigned authority in and for the said County, the within named James Morgan Reeves and Dellie M. Reeves, his wife, who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and seal this 4th day of November, 1975

My Commission Expires:
5-16-77

Joyce B. Young

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 19 , and was recorded in Vol. , Record of Deeds, pages , on the day of 19

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 11 o'clock 30 minutes A M. 7th day of November 1975, and that the same has been recorded in Book 192 Page 651 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 7th day of November 1975.

Fees $ 5.00 pd.

SEAL H. D. Ferguson, CLERK

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Mississippi Bankers Association
Form No. 1
(Revised Dec. 1955)
L A N D

DEED OF TRUST
LAND

THIS INDENTURE, this day made and entered into between -----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

FIFTY THOUSAND AND NO/100---------- DOLLARS

($ 50,000.00) 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 November, 1976, and continuing on the first day of November 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 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:

The following described land and property lying and being situated in DeSoto County, Mi-sissippi, to-wit:

PARCEL I: 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)

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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 [illegible] feet to the [illegible] of said NE¼ of the SW¼ of Section 20, [illegible]; thence South 12 degrees 23 minutes West along the West line of [illegible] 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 1325.31 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.

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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 13, 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 625.0 feet; thence North 76 degrees 35 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.

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 31st day of Oct. 19 75.

DEWEY O. JOHNSON FARMS, INC.

BY: Dewey O. Johnson
DEWEY O. JOHNSON, President

Miffie K. Johnson
MIFFIE K. JOHNSON, Individually

Dewey O. Johnson
DEWEY O. JOHNSON, Individually

STATE OF MISSISSIPPI
COUNTY OF DESOTO

On this 31st day of October, 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.

Sarah J. Bethune
NOTARY PUBLIC

My Commission Expires:
3-24-79

660

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 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 31st day of October 19 75.

Sarah J. Bethune
Notary Public

My Commission Expires: 3-24-79

LAND DEED OF TRUST

from

to

Trustee

Filed for Record Nov. 7, 19 75

1:20 o'clock P M.

Clerk

STATE OF MISSISSIPPI
DeSoto County
Chancery Court

I certify that this Deed of Trust was filed for record in my office at 1:20 o'clock P M., on the 7th day of November, 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.

PUBLISHED BY HEDERMAN BROTHERS
JACKSON, MISSISSIPPI

WALKER, FRANKS, ROSE, RIDGEFORTH & WOODS, Ltd.

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 1 o'clock 20 minutes P M. 7th day of November 1975, and that the same has been recorded in Book 192 Page 654 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 7th day of November 1975.

Fees $ 10.00 pd.

SEAL H. L. Ferguson, CLERK