

REAL ESTATE DEED OF TRUST FOR MISSISSIPPI

THIS INDENTURE, made and entered into this day, November 7, 1975
(Date)
by and between the undersigned RAYMOND E. TINDALL, SR. and wife, RUBY H.
TINDALL
residing in Walls, DeSoto County, Mississippi, whose post office
address is 5726 Gray Drive, North, Walls, Mississippi 38680
grantor(s), herein called "Borrower," and Aaron R. Goolsby

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

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

<u>Date of Instrument</u>	<u>Principal Amount</u>	<u>Annual Rate of Interest</u>	<u>Due Date of Final Installment</u>
November 7, 1975	\$23,200.00	8-1/8%	Nov. 7, 2008

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

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

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

DeSoto

Lot 671, Section D, Twin Lakes Subdivision, situated in Section 6, Township 2 South, Range 8 West, DeSoto County, Mississippi, according to a map or plat thereof on file and of record in the office of the Chancery Clerk of DeSoto County, Mississippi, in Plat Book 10, Pages 32 and 33.

Subject to the following exceptions:

- (1) The restrictive covenants contained in instrument executed by DeSoto Development Corporation, Owner, filed for record October 9, 1972, in the office of the Chancery Clerk of DeSoto County, Mississippi, and recorded in said office in Plat Book 10, Pages 32 and 33. Further insures that the said restrictive covenants do not contain a reversionary or forfeiture clause, the provisions thereof have not been violated to date, and any future violation thereof will not cause a reversion or forfeiture of the title and will not affect the validity or priority of the lien hereby insured.
- (2) Taxes for the year 1975, due and payable January 1, 1976.
- (3) Right of Way Instrument executed by DeSoto Development Corporation, Owner, filed in favor of Mississippi Power & Light Co., dated September 5, 1972; a ten foot utility easement along rear lot line as recorded in Book 80, Page 348; and a five foot utility easement along side lot lines as recorded in Book 100, Page 377, both in the office of the Chancery Clerk of DeSoto County, Mississippi.
- (4) Rights of way and easements for public roads and public utilities.
- (5) Subdivision and zoning regulations in effect in DeSoto County, Mississippi.
- (6) Mechanics and materialmen's lien claims not shown of record.
- (7) Any unrecorded rights of way or easements; and any discrepancies, conflicts, encroachments or shortages in area and boundaries which a current and correct survey would show.

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

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

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

- (1) To pay promptly when due any indebtedness to the Government hereby secured and to indemnify and save harmless the Government against any loss under its insurance of payment of the note by reason of any default by Borrower. At all times when the note is held by an insured holder, Borrower shall continue to make payments on the note to the Government, as collection agent for the holder.
- (2) To pay to the Government such fees and other charges as may now or hereafter be required by regulations of the Farmers Home Administration.
- (3) 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 3 o'clock and 40 minutes P. M. 7 day of Nov. 1975 and that the same has been recorded in Book No. _____

Page _____ records of _____ Trust records of said County.

Witness my hand and seal this _____ day of _____

STATE OF MISSISSIPPI _____ Clerk

COUNTY OF DeSoto

Raymond E. Tindall, Sr.
Raymond E. Tindall, Sr.

Ruby H. Tindall
Ruby H. Tindall

ACKNOWLEDGMENT

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within-named Raymond E. Tindall, Sr. and Ruby H. Tindall, 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 November, 1975.



Shelby M. Braswell
(Signature)

Notary Public
(Title)

My Commission Expires: Feb. 19, 1976

5.00 pd. 4/4

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 3 o'clock 40 minutes P. M. 7 day of Nov. 1975, and that the same has been recorded in Book 193 Page 1 records of REAL ESTATE TRUST DEEDS of said County.

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

Fees \$5.00 pd.

SEAL H. P. Ferguson, CLERK

CANCELLED BY AUTHORITY, RECORDED IN BOOK
2594 PAGE 438
THIS 30 DAY OF Oct 2006
W E Skiles
By D. Jones, DC CHANCERY CLERK

CANCELLED BY AUTHORITY, RECORDED IN BOOK
THIS DAY OF
CHANCERY CLERK

Assignment of this Instrument Recorded in
Real estate T/D Book
No. 422 Page 131
This the 1st day of Dec 19 27
H. H. Ferguson
By D. Skyles, 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, November 6, 1975,
(Date)

by and between the undersigned

ZEBEDEE MCKISSIC and wife, JESSIE MAE R. MCKISSIC,

residing in DeSoto County, Mississippi, whose post office

address is Route 1, Box 79, Hernando Mississippi 38632,

grantor(s), herein called "Borrower," and
AARON R. GOOLSBY,

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

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

<u>Date of Instrument</u>	<u>Principal Amount</u>	<u>Annual Rate of Interest</u>	<u>Due Date of Final Installment</u>
Nov. 6, 1975	\$20,890.00	8-1/8 %	November 6, 2008

And the note evidences a loan to Borrower, and the Government, at any time, may assign the note and insure the payment
thereof pursuant to the Consolidated 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. 11, 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 partic-
ular description of said lot.

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

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

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

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

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

(3) At all times when the note is held by an insured holder, any amount due and unpaid under the terms of the note to which the holder is entitled may be paid by the Government to the holder of the note for the account of Borrower. Any amount due and unpaid under the terms of the note, whether it is held by the Government or by an insured holder, may be credited by the Government on the note and thereupon shall constitute an advance by the Government for the account of Borrower. Any advance by the Government as described in this paragraph shall bear interest at the note rate from the date on which the amount of the advance was due to the date of payment to the Government, provided that Borrower shall be required to pay interest on only the principal portion of such advance unless otherwise provided in the regulations of the Farmers Home Administration.

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

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

- (6) To use the loan evidenced by the note solely for purposes authorized by the Government.
- (7) To pay when due all taxes, liens, judgments, encumbrances, and assessments against the property and promptly deliver to the Government without demand receipts evidencing such payments.
- (8) To keep the property insured as required by and under insurance policies approved by, delivered to, and retained by the Government.
- (9) To maintain improvements in good repair and make repairs required by the Government; operate the property in a good and husbandlike manner; comply with such farm conservation practices and farm and home management plans as the Government from time to time may prescribe; and not to abandon the property, or cause or permit waste, lessening or impairment of the security covered hereby, or, without the written consent of the Government, cut, remove, or lease any timber, gravel, oil, gas, coal, or other minerals except as may be necessary for ordinary domestic purposes.
- (10) To comply with all laws, ordinances, and regulations affecting the property.
- (11) To pay or reimburse the Government for expenses reasonably necessary or incidental to the protection of the lien and priority hereof and to the enforcement of or the compliance with the provisions hereof and of the note and any supplementary agreement (whether before or after default), including but not limited to costs of evidence of title to and survey of the property, costs of recording this and other instruments, attorneys' fees, trustees' fees, court costs, and expenses of advertising, selling, and conveying the property.
- (12) Neither the property nor any portion thereof or interest therein shall be leased, assigned, sold, transferred, or encumbered, voluntarily or otherwise, without the written consent of the Government. The Government shall have the sole and exclusive rights as mortgagee hereunder, including but not limited to the power to grant consents, partial releases, subordinations, satisfaction, and no insured holder shall have any right, title or interest in or to the lien or any benefits hereof.
- (13) At all reasonable times the Government and its agents may inspect the property to ascertain whether the covenants and agreements contained herein or in any supplementary agreement are being performed.
- (14) The Government may extend and defer the maturity of and renew and reamortize the debt evidenced by the note or any indebtedness to the Government secured hereby, release from liability to the Government any party so liable thereon, release portions of the property from and subordinate the lien hereof, and waive any other rights hereunder, without affecting the lien or priority hereof or the liability to the Government of Borrower or any other party for payment of the note or indebtedness secured hereby except as specified by the Government in writing.
- (15) If at any time it shall appear to the Government that Borrower may be able to obtain a loan from a production credit association, a Federal land bank, or other responsible cooperative or private credit source, at reasonable rates and terms for loans for similar purposes and periods of time, Borrower will, upon the Government's request, apply for and accept such loan in sufficient amount to pay the note and any indebtedness secured hereby and to pay for any stock necessary to be purchased in a cooperative lending agency in connection with such loan.
- (16) The power to appoint a substitute trustee is hereby granted to the Government and its assigns, to be exercised at any time hereafter, without notice and appointment specifying any reason therefor, by filing for record in the office where this instrument is recorded an instrument of appointment, whereupon the substitute trustee shall succeed to all the estates, rights, powers, and trusts herein granted to or vested in Trustee, and the former trustee or substitute trustee shall be divested thereof, and notice of the exercise of this power and any requirement of, or right to require, a bond from any trustee hereunder, are hereby waived.
- (17) Default hereunder shall constitute default under any other real estate, or under any personal property or other security instrument held or insured by the Government and executed or assumed by Borrower, and default under any such other security instrument shall constitute default hereunder.
- (18) SHOULD DEFAULT occur in the performance or discharge of any obligation secured by this instrument, or should any one of the parties named as Borrower die or be declared an incompetent, a bankrupt, or an insolvent, or make an assignment for the benefit of creditors, the Government, at its option, with or without notice, may: (a) declare the entire amount unpaid under the note and any indebtedness to the Government hereby secured immediately due and payable, (b) for the account of Borrower incur and pay reasonable expenses for repair or maintenance of and take possession of, operate or rent the property, (c) upon application by it and production of this instrument, without other evidence and without notice of hearing of said application have a receiver appointed for the property, with the usual powers of receivers in like cases, and (d) authorize and request Trustee to foreclose this instrument and sell the property as provided by law.
- (19) Upon default aforesaid, at the request of the Government, Trustee may foreclose this instrument by advertisement and sale of the property as provided by law, for cash or secured credit at the option of the Government, personal notice of which sale need not be served on Borrower; such sale may be adjourned from time to time without other notice than oral proclamation at the time and place appointed for such sale and correction made on the posted notices; and at such sale the Government and its agents may bid and purchase as a stranger, Trustee at his option may conduct such sale without being personally present, through his delegate authorized by him for such purpose orally or in writing, and Trustee's execution of a conveyance of the property or any part thereof to any purchaser at foreclosure sale shall be conclusive evidence that the sale was conducted by Trustee personally or through his delegate duly authorized in accordance herewith. If the property is situated in two or more counties, the sale may be held in any one of such counties selected by the Government in its sole discretion.
- (20) The proceeds of foreclosure sale shall be applied in the following order to the payment of: (a) costs and expenses incident to enforcing or complying with the provisions hereof, (b) any prior liens required by law or a competent court to be so paid, (c) the debt evidenced by the note and all indebtedness to the Government secured hereby, (d) inferior liens of record required by law or a competent court to be so paid, (e) at the Government's option, any other indebtedness of Borrower owing to or insured by the Government, and (f) any balance to Borrower. In case the Government is the successful bidder at foreclosure or other sale of all or any part of the property, the Government may pay its share of the purchase price by crediting such amount on any debts of Borrower owing to or insured by the Government, in the order prescribed above.

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

(22) As against the debt evidenced by the note and any indebtedness to the Government hereby secured, with respect to the property, Borrower (a) hereby relinquishes, waives, and conveys all rights, inchoate or consummate, of descent, dower, curtesy, homestead, valuation, appraisal, and exemption, to which Borrower is or becomes entitled under the laws and constitution of the jurisdiction where the property lies, and (b) hereby agrees that any right provided by such laws or constitution for redemption or possession following foreclosure sale shall not apply, and that no right of redemption or possession shall exist after foreclosure sale.

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

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

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

STATE OF MISSISSIPPI, DeSOTO COUNTY

I certify that the within instrument was
 filed for record at 3 o'clock and
25 minutes P. M. 7
 day of Nov. 1975 and that the
 same has been recorded in Book No. 193 the day and year first above written

Page records of
 Trust Deeds of said County.

Witness my hand and seal this
 day of 19
 Clerk

Zebedee McKissic
 Zebedee McKissic

Jessie Mae R. McKissic
 Jessie Mae R. McKissic

STATE OF MISSISSIPPI
 COUNTY OF DeSOTO } " " ACKNOWLEDGMENT

Personally appeared before me, the undersigned, a NOTARY PUBLIC in and for said
 County and State, the within-named ZEBEDEE MCKISSIC
 and JESSIE MAE R. MCKISSIC, 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 6th day of November, 1975.



William H. Ferguson
 (Signature)
 NOTARY PUBLIC
 (Title)

My Commission Expires: May 15, 1976

5.00 fee

GPO 424-762

STATE OF MISSISSIPPI, DeSOTO COUNTY

I certify that the within instrument was filed for record at 3 o'clock
25 minutes P. M. 7 day of Nov. 1975, and that the same has been
 recorded in Book 193 Page 5 records of REAL ESTATE TRUST DEEDS
 of said County.

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

Fees \$5.00 pd.

SEAL *H. P. Ferguson* CLERK

Appointment of Successor Trustee of this instrument Recorded in Real Estate 718
Book No. 275 Page 281
This 31 day of July 1981
H. H. Ferguson Clerk

FULLY PAID AND SATISFIED 7-7-93
UNITED STATES OF AMERICA, FARMERS HOME
ADMINISTRATION BY Ray J. Finto
COUNTY SUPERVISOR, PURSUANT TO AUTHORITY
CONTAINED IN 21 F.S.C. 1402
W. E. Davis
Chancery Clerk
by N. Abraham, Jr.

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 7, 1975,
(Date)
by and between the undersigned AUBREY J. APPLING, JR. and wife,
MARY T. APPLING,
residing in Walls, DeSoto County, Mississippi, whose post office
address is 5119 Brenda Cove, Walls, Mississippi 38680
grantor(s), herein called "Borrower," and Aaron R. Goolsby

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

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

<u>Date of Instrument</u>	<u>Principal Amount</u>	<u>Annual Rate of Interest</u>	<u>Due Date of Final Installment</u>
November 7, 1975	\$22,690.00	8 1/8%	November 7, 2008

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

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

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

DeSoto

Lot 718, 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.

Subject to the following exceptions:

- (1) The restrictive covenants contained in instrument executed by DeSoto Development Corporation, Owner, filed for record October 9, 1972, in the office of the Chancery Clerk of DeSoto County, Mississippi, and recorded in said office in Plat Book 10, Pages 32 and 33. The policy (when written) insures that the said restrictive covenants do not contain a reversionary or forfeiture clause, the provisions thereof have not been violated to date, and any future violation thereof will not cause a reversion or forfeiture of the title and will not affect the validity or priority of the lien hereby insured.
- (2) Taxes for the year 1975, which are not yet due and payable.
- (3) Right of Way Instrument executed by DeSoto Development Corporation to Mississippi Power & Light Company, dated September 5, 1972, a ten foot utility easement along the rear lot line as recorded in Book 80, Page 348; and a five foot utility easement along both side lot lines as recorded in Book 100, Page 377; both of record in the office of the Chancery Clerk of DeSoto County, Mississippi.
- (4) Rights of way for public roads and public utilities.
- (5) Subdivision and zoning regulations in effect in DeSoto County, Mississippi.
- (6) Mechanics' and materialmen's liens claims not shown of record.
- (7) Any unrecorded rights of way and/or easements.
- (8) An accurate and up-to-date survey of said premises and to any easements and/or encroachments as might be shown by such survey.

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

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

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

- (1) To pay promptly when due any indebtedness to the Government hereby secured and to indemnify and save harmless the Government against any loss under its insurance of payment of the note by reason of any default by Borrower. At all times when the note is held by an insured holder, Borrower shall continue to make payments on the note to the Government, as collection agent for the holder.
- (2) To pay to the Government such fees and other charges as may now or hereafter be required by regulations of the Farmers Home Administration.
- (3) If required by the Government, to make additional monthly payments of 1/12 of the estimated annual taxes, assessments, insurance premiums and other charges upon the mortgaged premises.
- (4) Whether or not the note is insured by the Government, the Government may at any time pay any other amounts required herein to be paid by Borrower and not paid by him when due, as well as any costs and expenses for the preservation, protection, or enforcement of this lien, as advances for the account of Borrower. All such advances shall bear interest at the rate borne by the note which has the highest interest rate.
- (5) All advances by the Government as described in this instrument, with interest, shall be immediately due and payable by Borrower to the Government without demand at the place designated in the latest note and shall be secured hereby. No such advance by the Government shall relieve Borrower from breach of his covenant to pay. Any payment made by Borrower may be applied on the note or any indebtedness to the Government secured hereby, in any order the Government determined.
- (6) To use the loan evidenced by the note solely for purposes authorized by the Government.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 3 o'clock P. M. 7 day of Nov. 1975 and that the same has been recorded in Book 193 Page 9 records of REAL ESTATE TRUST DEEDS of said County.

Trust of Desoto County Trust of Desoto County With as my hand and seal this 7 day of Nov. 1975 STATE OF MISSISSIPPI Clerk

Aubrey J. Appling, Jr.
Aubrey J. Appling, Jr.
Mary T. Appling
Mary T. Appling
AT ACKNOWLEDGMENT

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within-named Aubrey J. Appling, Jr. and Mary T. Appling, 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 November, 1975.
Bettie M. Beaswell
(Signature)
Notary Public
(Title)

My Commission Expires: Feb. 19, 1976

5.00 P.O.D.

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 3 o'clock 30 minutes P. M. 7 day of Nov. 1975, and that the same has been recorded in Book 193 Page 9 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 10 day of November 1975.
Fees \$ 5.00 pd.
SEAL H. P. Ferguson CLERK

Paid, Satisfied and Cancelled
This 22nd day of October 1980
Sarah Frances Allen

Paid, Satisfied and Cancelled
This 22nd day of October 80
William Rone
Trustee

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

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

RICHARD H. LEIGH, ET UX,
GRANTOR

TO

DEED OF TRUST

SARAH FRANCES ALLEN, ET AL,
BENEFICIARIES

This indenture made this 7th day of November, 1975, between Richard H. Leigh and wife, Kathryn B. Leigh, called First Party and Sarah Frances Allen, Cynthia Alston Allen and Rebecca L. Allen, called Second Party, WITNESSETH:

WHEREAS, the First Party are indebted to the Second Party in the sum of Twenty Thousand Dollars (\$20,000.00) evidenced by one promissory note of even date bearing seven percent (7%) interest due and repayable in 240 equal amortized monthly installments of One Hundred Fifty-Five and 06/100 (\$155.06) the first installment due the 15th day of December, 1975, and one installment due monthly thereafter until paid in full, with each installment to be applied first toward accrued interest and the balance toward reduction of principal, and the First Party having agreed to secure the prompt payment of the same when due:

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

The east part of Town Lots 287 and 288, Section 13, Township 3 South, Range 8 West of DeSoto County, Mississippi, being generally described as a strip approximately 80 feet, more or less, in width east and west, and the west parts of Town Lots 289 and 290 and being generally described as a strip 90 feet in width east and west and being more particularly described by metes and bounds as follows:

Beginning at the intersection of the north boundary lines of Valley Street and the east boundary line of Elm Street (Duck Street), said intersection being the southwest corner of Lot 285 in said town on shown on the map of the Town of Hernando, on file in the Office of the Chancery Clerk of DeSoto County, Mississippi, running thence eastward along the said north line of Valley Street and the south line of Lots 285 and 288 a distance of 160 feet, being the southeast corner of the Lawrence Chamberlin, et ux, lot as described in Land Deed Book 61, Page 429 in the Office of the Chancery Clerk of DeSoto County, Mississippi, and which is the point of beginning of the herein conveyed lands; thence continuing eastward 170, more or less, to the southwest corner of the W. E. Leigh lands as described in Land Deed Book 35, Page 553 of the deed records of said county; thence north along the Leigh west line through Lots 289 and 290 approximately 300 feet, more or less, to a point in the center of an abandoned and closed street by the Town of Hernando, by Town Ordinance as shown in record Book 3, Page 138 of the records of said town on file in the Town Hall of Hernando; thence west with the center of the old abandoned and closed street a distance of 170 feet, more or less, to the northeast corner of the H. W. Riley, et ux, lot as described in Land Deed Book 54, Page 255 of the deed records of said county; thence south with

the east line of the Riley lot a distance of 300 feet, more or less, to the southeast corner of the Chamberlin lot, being the Point of Beginning. It is the intention of the Grantors herein to convey all properties together with all improvements thereon along the hedge or fence lines on the east side, north side and west side of Mrs. Ross B. Johnston, deceased, lot and bounded on the south by the north line of Valley Street, whether correctly described above or not.

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

First party covenants with Second Party to maintain fire and extended coverage insurance on any buildings located on said land during the life of this trust deed with loss payable clause in favor of Second Party as interest may appear; to pay all taxes and assessments levied against said property promptly when due; and to maintain said property in a good state of repair.

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

WITNESS our signatures this the date written above.

Richard H. Leigh
Grantor

Kathryn B. Leigh
Grantor

STATE OF MISSISSIPPI
COUNTY OF DESOTO

This day personally appeared before me, the undersigned authority in and for said County and State, the within named Richard H. Leigh and wife, Kathryn B. Leigh, who acknowledged that they signed and delivered the above and foregoing Deed of Trust on the day and date therein mentioned as their free and voluntary act and deed and for the purposes therein expressed.

Given under my hand and official seal of office this the 7th day of November, 1975.

Sarah J. [Signature]
Notary Public

My Commission expires:



STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 3 o'clock 35 minutes P. M., 7 day of Nov. 1975, and that the same has been recorded in Book 193 Page 13 records of REAL ESTATE TRUST DEEDS of said County.

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

Fees \$3.50 pd.

SEAL H. P. Ferguson, CLERK

CANCELLED BY AUTHORITY RECORDED ¹⁵
207 PAGE 500
THIS 12 DAY OF Jan. 1977
H. D. Freeman
CHANCERY CLERK

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

- RE-RECORDED -
DEED OF TRUST
LAND

THIS INDENTURE, this day made and entered into between
BARBARA J. BANKSTON, being one and the
same person 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 Dol-
lars (\$10.00) cash in hand paid by the aforesaid trustee, the receipt of which is hereby acknowledged,
the grantor does hereby convey and warrant unto the said trustee, the property situated in the

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

(See next Page)

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- 254, 257 and 314, subject to a road easement on the south side; together with a 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, Range 7, as recorded in warranty Deed book 77, page 123 in the Office of the Chancery Clerk of said county.

213

(This Deed of Trust is re-recorded to show correct page numbers within subject property description and to correctly set forth the name of the Grantor.)

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

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary herein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment of interest as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other covenant herein contained, then and in that event the entire principal sum secured hereby with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, or the owner or holder of said note or notes, be and become at once due and payable, and the trustee herein named, or his successor or successors, shall, at the request of the beneficiary, or at the request of any owner or holder of the note or notes secured hereby, sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid. Such sale shall be made by giving notice of the time, place and terms of sale as required by Section 588 of the Mississippi Code of 1942 and amendments if any thereto, and the trustee shall make deed to the purchaser or purchasers. Should the beneficiary, or the owner or holder of the note or notes secured hereby be a corporation, then in such event a declaration of default to the trustee, and a request for sale hereunder, may be made by any officer thereof. If the land covered hereby is situated in two or more counties, or in two judicial districts of the same county, the trustee may sell the whole in any of the counties, or in either of the judicial districts of a county in which any part of the land lies. Out of the proceeds of sale the trustee shall first pay the cost of advertising and making the sale; and secondly, he shall pay whatever items may have been incurred and remain unpaid in the protection of this security; then he shall pay such of the items of indebtedness secured hereby as may be outstanding in the order of their maturity, and any balance remaining in his hands shall be delivered to the grantor, or to his proper representatives, agents or assigns.

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

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

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

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

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

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

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

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

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

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

IN TESTIMONY WHEREOF, witness the signature of the grantor this the 20th day of October, 1975

Barbara J. Chambers
Barbara J. Bankston Chambers, Being One and the same Person as BARBARA J. 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 20th day of October, 1975
My Commission Expires: Nov. 11, 1978
Anna Belle Peterson
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 3 o'clock no minutes P.M. 1 day of Nov. 1975, and that the same has been recorded in Book 193 Page 15 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 10th day of November 1975.
Fees \$ 5.00 pd.

SEAL *H. G. Johnson* CLERK

- 531043

16690

AT-301 A-ST
Rev. 10-9-70

MTGR. W. C. Heder
FNMA NO. 123-531043-2
FHA/VA NO. 281-058448-203

STATE OF MISSISSIPPI)
 ss.
COUNTY OF DeSoto)

FULL RELEASE OF LIEN

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

Deed of Trust made and entered into 9-19-69, by and between Martin W. Mankowski and wife, Lynda L. Mankowski, Grantor, Delta Title Company, Trustee, and National Mortgage Company, Beneficiary, in the original Principal sum of \$17,900.00 which was filed for record 9-25-69 and recorded 9-26-75 in Book 112, Page 487, DeSoto County, Mississippi; transferred to Federal National Mortgage Association by National Mortgage Company by Assignment dated 9-25-69 and recorded in Book 112, Page 593, 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 8th day of October, 1975.

FEDERAL NATIONAL MORTGAGE ASSOCIATION
(SEAL)

BY: Robert A. Chambers
Robert A. Chambers, Assistant Vice President



STATE OF GEORGIA)
 ss.
COUNTY OF FULTON)

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

Witness my signature and official seal this 8th day of October, 1975.

Ernest D. Johnson
Notary Public, Georgia at Large
My Commission Expires:
(SEAL) Notary Public, Georgia, State At Large
My Commission Expires Jan. 5, 1979
11/70/478

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 3 o'clock no minutes P. M. 7 day of Nov, 1975, and that the same has been recorded in Book 193 Page 18 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 10 day of November, 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 WALTER V. HOPPER, SR. and wife, BESSIELOVE HOPPER,
of Hernando, Mississippi the beneficiary, does hereby certify that a certain trust deed
bearing date the 9th day of February 19 68, made and executed by KENNETH N. SMART
of _____ to ROSS L. FRANKS,
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. 99 on page 599
of the Record of Trust Deeds, on the 9th day of February, A. D. 19 68, is now fully paid
and satisfied, and I do hereby authorize the Clerk of the Chancery Court of said DESOTO
County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of
said County also as provided by law. This the 7th day of November, 1975.

Walter V. Hopper Sr
WALTER V. HOPPER, SR.
Bessielove Hopper
BESSIELOVE HOPPER

STATE OF MISSISSIPPI, }
DeSoto County. } ss.

Personally came and appeared before me, the undersigned authority, NOTARY PUBLIC
WALTER V. HOPPER, SR. and wife, they
in and for County and State aforesaid, BESSIELOVE HOPPER who acknowledged that ~~XX~~ signed and
delivered the above and foregoing instrument on the day and date for the purpose therein mentioned.

Witness my hand and seal of office this 7th day of November A. D. 19 75
MY COMMISSION EXPIRES:
My Commission Expires May 6, 1978
Gene McLenon Elder
NOTARY PUBLIC



LAURENCE-GREYWOOD 27844

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock
30 minutes A. M. 7 day of Nov. 1975, and that the same has been
recorded in Book 193 Page 19 records of REAL ESTATE TRUST DEEDS
of said County.
Witness my hand and seal this the 10 day of November 1975.
Fees \$ 2.50 pd.
SEAL H. P. Ferguson CLERK

This instrument prepared by Commercial and Industrial Bank 200 Madison Memphis, Tn. 38103 Attn: L & D Dept.
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 Joel Walker

as Trustee, for the purpose of securing the payment and indebtedness evidenced by notes fully described in such trust deed; and

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

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

<u>GRANTOR</u>	<u>Date of Instrument</u>	<u>Recorded</u>	<u>Description of Property</u>
Stanley C. Atkins	9/15/72	Book 148 Page 149	

Lot 28, Section B. of Lakeview Village Subdivision, as shown on plat of record in Plat Book 10, Pages 16 and 17, in the Chancery Court Clerk's office of DeSoto County, Mississippi, to which plat reference is hereby made for a more particular description. Said lot is situated in Section 23, Township 1, Range 9 West.

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

The undersigned, Commercial and Industrial Bank, covenants with the said grantors that they, 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 Commercial and Industrial Bank hereunto set their hands (or caused its corporate name to be signed hereto by and through its proper officers duly authorized so to do) this the 4th day of November 19 75.

Commercial and Industrial Bank
By: [Signature]
John Worley AVP

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 John Worley with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the AV President of the Commercial & Industrial Bank the within named bargainer, a corporation, and that he as such AV 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 AV President.

WITNESS my hand and seal at office in Memphis, Tennessee this 4th day of November 19 75.

My commission expires My Commission Expires Apr. 11, 1977 19____ Notary Public

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

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 00 minutes 0 M. 10 day of Nov. 1975, and that the same has been recorded in Book 193 Page 20 records of REAL ESTATE TRUST DEEDS of said County.

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

Fees \$ 2.50 pd.

SEAL [Signature] CLERK

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 ~~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
Phillip A. & wife Darlene Werner, Sr.	8-13-73	Book 164 Page 36 #	Lot 2219, Section "K", in Southaven West Sub., on Section 27, Township 1 South, Range 8 West, as shown by the plat recorded in Plat Book 4, Pages 4 & 5, in the Office of Chancery Clerk of said County.

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 it the legal owner and holder of the notes described in and secured by said trust deed, and that it has the lawful right to release and discharge the lien thereof.

IN WITNESS WHEREOF the said 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 5th day of November 1975

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.

My commission expires _____ day of _____, 19____ Notary Public

STATE OF TENNESSEE
COUNTY OF SHELBY

Before me, a Notary Public in and for said State and County duly commissioned and qualified, personally appeared G. H. Christian with whom I am personally acquainted, and he upon oath acknowledged himself to be the Asst Vice President of the Commercial & Industrial Bank the within named 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 Commercial and Industrial Bank this 5th day of November 1975

My commission expires SEPTEMBER 3, 1979 day of _____, 19____ Notary Public

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

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 40 minutes AM, 10 day of Nov, 1975, and that the same has been recorded in Book 143 Page 21 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 10 day of Nov, 1975.

Fees \$ 2.50 pd.

SEAL H. P. Ferguson CLERK

22

A S S I G N M E N T

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

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

David M. Bargery and wife, Angela L. Bargery
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 191 at Page 515 in the Office of the Chancery Clerk of DeSoto County Mississippi, all our right, title and interest in and to said Deed of Trust and the lands described therein, together with the indebtedness in the original principal amount of \$ 26,000.00 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 5th day of November, 1975

WORTMAN & MANN, INC.

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

ATTEST:

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

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

Given under my hand and official seal of office, this 5th day of November, 1975

My Commission Expires August 2, 1979

[Signature]
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 10 minutes A M. 10 day of Nov. 1975, and that the same has been recorded in Book 193 Page 22 records of REAL ESTATE TRUST DEEDS of said County.

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

Fees \$ 2.50 pd.

SEAL [Signature], CLERK

FULLY SATISFIED THIS 9 DAY OF April 1979
 STATES FARMERS HOME ADMINISTRATION, BY Hubert D. White
 COUNTY SUPERVISOR, PURSUANT TO AUTHORITY
 CONTAINED IN 19 F.R. 74, 75; 20 F.R. 321;
 20 F.R. 4175
 ATTEST: H. D. Ferguson, Clerk
B. W. McLean, 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 6, 1975
 (Date)

by and between the undersigned Charles T. Pace and wife, Freida W. Pace

residing in Walls, DeSoto County, Mississippi, whose post office
 address is 5061 Caroline Drive, Walls Mississippi 38680

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

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

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

<u>Date of Instrument</u>	<u>Principal Amount</u>	<u>Annual Rate of Interest</u>	<u>Due Date of Final Installment</u>
November 6, 1975	22,790	9%	November 6, 2008

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

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

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

DeSoto

Lot 690, Section D, Twin Lakes Subdivision in Section 6,
 Township 2, Range 8, as shown of record in Plat Book 10,
 Pages 32 and 33, in the office of the Chancery Clerk of
 DeSoto County, Mississippi.

Subject to the following exceptions:

- (1) The restrictive covenants contained in instrument executed by DeSoto Development Corporation, Owner, filed for record October 9, 1972, in the office of the Chancery Clerk of DeSoto County, Mississippi, and recorded in said office in Plat Book 10, Pages 32 and 33. The policy (when written) further insures that the said restrictive covenants do not contain a reversionary or forfeiture clause, the provisions thereof have not been violated to date, and any future violation thereof will not cause a reversion or forfeiture of the title and will not affect the validity or priority of the lien hereby insured.
- (2) Taxes for the year 1975, which are not yet due and payable.
- (3) Right of Way Instrument executed by DeSoto Development Corporation to Mississippi Power & Light Company, dated September 5, 1972, a ten foot utility easement along rear lot line as recorded in Book 80, Page 348; and a five foot utility easement along side lot lines as recorded in Book 100, Page 377, both in the office of the Chancery Clerk of DeSoto County, Mississippi.
- (4) Rights of way for public roads and public utilities.
- (5) Subdivision and zoning regulations in effect in DeSoto County, Mississippi.
- (6) Mechanics' and materialmen's lien claims not shown of record.
- (7) Any unrecorded rights of way and/or easements.

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

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

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

- (1) To pay promptly when due any indebtedness to the Government hereby secured and to indemnify and save harmless the Government against any loss under its insurance of payment of the note by reason of any default by Borrower. At all times when the note is held by an insured holder, Borrower shall continue to make payments on the note to the Government, as collection agent for the holder.
- (2) To pay to the Government such fees and other charges as may now or hereafter be required by regulations of the Farmers Home Administration.
- (3) If required by the Government, to make additional monthly payments of 1/12 of the estimated annual taxes, assessments, insurance premiums and other charges upon the mortgaged premises.
- (4) Whether or not the note is insured by the Government, the Government may at any time pay any other amounts required herein to be paid by Borrower and not paid by him when due, as well as any costs and expenses for the preservation, protection, or enforcement of this lien, as advances for the account of Borrower. All such advances shall bear interest at the rate borne by the note which has the highest interest rate.
- (5) All advances by the Government as described in this instrument, with interest, shall be immediately due and payable by Borrower to the Government without demand at the place designated in the latest note and shall be secured hereby. No such advance by the Government shall relieve Borrower from breach of his covenant to pay. Any payment made by Borrower may be applied on the note or any indebtedness to the Government secured hereby, in any order the Government determined.
- (6) To use the loan evidenced by the note solely for purposes authorized by the Government.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(25) Notices given hereunder shall be 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 10 o'clock and

no minutes A M 10th

day of November, 1975 and that the

same has been recorded in Book 193 Page 23 records of REAL ESTATE TRUST DEEDS of said County.

Page _____ records of _____

Trust Deeds of said County.

Witness my hand and seal this _____

day of _____ 1975

STATE OF MISSISSIPPI Clerk

COUNTY OF DESOTO

Charles T. Pace
Charles T. Pace

Freida W. Pace
Freida W. Pace

ACKNOWLEDGMENT

Personally appeared before me, the undersigned, a _____ Notary Public _____ in and for said

County and State, the within-named Charles T. Pace

and Freida W. Pace, 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 6th day of November, 1975.



Edna E. Camp
(Signature)

Notary Public
(Title)

PERRY, TAYLOR & WHITWELL, ATTORNEYS

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 0 minutes A M, 10 day of Nov., 1975, and that the same has been recorded in Book 193 Page 23 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 10 day of Nov., 1975.

Fees \$ 5.00 pd.

SEAL H. P. Ferguson CLERK

Assignment of this instrument Recorded in
Real Estate TID Book
No. 199 Page 633
This the 13 day of May 19 76
H. D. Ferguson Clerk

Assignment of this instrument Recorded in
Real Estate TID Book
No. 194 Page 164
This the 8 day of Dec. 19 75
A. V. Ferguson Clerk

27

VA Form 25-4222 (Home Loan)
Revised January 1974. Use Op-
tional Section 181b, Title 25,
U.S.C. Acceptable to Federal
National Mortgage Association.

MISSISSIPPI

DEED OF TRUST

THIS DEED OF TRUST, made and entered into this 6th day of November, 1975, by and between Herman D. Jordan and wife, Ruth M. Jordan

Assignment of this instrument Recorded in
Real Estate TID Book
No. 362 Page 236
This the 14 day of April 19 86
H. D. Ferguson Clerk
D.S.

, 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
post-office address at 444 North State Street, Jackson, Mississippi, having its principal office and
Beneficiary: hereinafter called the

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

Lot 204, Section A Revised, Churchwood Estates Subdivision in Section 2, Township 2 South, Range 8 West, as shown of record in Plat Book 12, Pages 45 and 46 in the office of the Chancery Clerk of DeSoto County, Mississippi.

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

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

The Grantors covenant and agree that should this security instrument or note secured hereby be determined ineligible for guaranty under the Serviceman's Readjustment Act within thirty (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.

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
681 PAGE 247
THIS 30 DAY OF Dec 19 93
W. E. Davis
Chancery Clerk
W. B. Durbin, Jr.

Assignment of this instrument Recorded in
Real Estate TID Book
No. 533 Page 48
This the 6 day of Feb. 19 91
W. E. Davis Clerk
W. B. Durbin, Jr.

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 Seven Thousand Nine Hundred Dollars (\$37,900.00), 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 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 Seventy One Dollars (\$271.75), commencing on the first day of JANUARY, 1976, 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 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. He will pay all and singular the principal and interest and other sums of money payable by virtue of the note secured hereby and of this lien, at the times and in the manner in said note and hereinafter provided. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one hundred dollars (\$100.00), whichever is less. Prepayment in full shall be credited on the date received. Partial prepayment, other than on an installment due date, need not be credited until the next following installment due date or thirty days after such prepayment, whichever is earlier.

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

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

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

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

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

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

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

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

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

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

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

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

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

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.

Herman D. Jordan
HERMAN D. JORDAN
Ruth M. Jordan
RUTH M. JORDAN
7765 Pravin Road
Horn Lake, Mississippi 38637

STATE OF MISSISSIPPI, }
COUNTY OF DESOTO } ss:

Personally appeared before me Edna E. Camp, the undersigned Notary Public in and for said County, the within named Herman D. Jordan and Ruth M. Jordan, his wife, who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned.

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

Edna E. Camp
NOTARY PUBLIC



STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock ~~10~~ minutes AM, 10 day of Nov., 1975, and that the same has been recorded in Book 143 Page 27 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 10 day of Nov., 1975.

Fees \$ 5.00 pd.

SEAL *H. P. Ferguson* CLERK

County, Desoto
day of Nov
1975
Fees \$5.00

THIS 5 DAY OF April, 19 94

W. E. Lewis
CHANCERY CLERK
by B. Cleveland &

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

CORRECTION
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 Subdivision, in Section 23, Township 1 South, Range 8 West, as per plat thereof recorded in Plat Book 2, at Pages 19, 20, 21 and 22, in the Office of the Chancery Clerk of DeSoto County, Mississippi.

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

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

IN TRUST, HOWEVER, to secure to

Bailey Mortgage Company, a corporation organized and existing under the laws of the State of Mississippi, the payment of a certain promissory note of even date herewith in the principal sum of 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 (1/2) per centum of the average outstanding balance due on the note computed without taking into account delinquencies or prepayments;

Security saved loan
ASSIGNMENT OF THIS INSTRUMENT RECORDED IN
Real estate TLD BOOK
NO. 252 PAGE 70
THIS THE 5 DAY OF April, 19 94.

W. E. Lewis
CHANCERY CLERK
by B. Cleveland & (11-879)

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

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

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

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

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

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

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

Roger L. Gafford
 Roger L. Gafford
Lou Ann Gafford
 Lou Ann Gafford
 6071 Whitehead Drive West
 Southaven, Mississippi 38671

STATE OF MISSISSIPPI, }
 COUNTY OF DESOTO }

Personally appeared before me Edna E. Camp the undersigned Notary Public in and for the said County, the within named 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.

Gave under my hand and seal this 28th day of October, 1975.

(SEAL)
 My Commission Expires:
 April 9, 1979.

Edna E. Camp
 NOTARY PUBLIC

STATE OF MISSISSIPPI, }
 COUNTY OF DeSoto }

I, H. H. Ferguson, Clerk of the Court of the Chancery of said County, do hereby certify that the foregoing conveyance was filed for registration in this office at 10 o'clock A.M., on the 10th day of November, 1975, and was recorded in Vol. 193, Record of Deeds, pages 31, on the 19 day of Nov., 1975.

PL 5.00

STATE OF MISSISSIPPI, DESOTO COUNTY
 I certify that the within instrument was filed for record at 10 o'clock 10 minutes A.M. 10 day of Nov. 1975, and that the same has been recorded in Book 193 Page 31. records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 10 day of Nov., 1975.

Fees \$5.00 pd.

SEAL H. H. Ferguson, CLERK

CANCELLED BY AUTHORITY OF BOOK

1316 PAGE 134
THIS 20th DAY OF April 2001
W. E. Davis

CHANCERY CLERK
W. E. Davis

Assignment of this Instrument Recorded in
Real Estate T/D Book
No. 193 Page 405
This the 24 day of Nov 19 75

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 6th day of November, 1975, by and between John P. Craft and wife, Debra J. Craft

, hereinafter called the Grantor;
G. L. Oates, hereinafter called the Trustee, and Wortman & Mann, Inc.,

a corporation organized and existing under the laws of the State of Mississippi, having its principal office and post-office address at 444 North State Street, Jackson, Mississippi, hereinafter called the Beneficiary:

WITNESSETH, That the Grantor, in consideration of the debt and trust hereinafter mentioned, and the sum of One Dollar (\$1.00) to the Grantor paid by the Trustee, the receipt whereof is hereby acknowledged, does by these presents grant, bargain, sell, convey, and warrant unto the Trustee, the following-described 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 209, 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 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 Three Thousand Two Hundred and Fifty Dollars (\$33,250.00), 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

in or at such other place as the holder may designate, in writing, in monthly installments of Two Hundred Thirty Eight & 40/100 Dollars (\$238.40), commencing on the first day of January, 1976, 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 (1/2) per centum of the average outstanding balance due on the note computed without taking into account delinquencies or prepayments;

Assignment of this Instrument Recorded in
Real Estate T/D Book
No. 199 Page 633
This the 13 day of May 19 76
W. E. Davis
Clerk

Assignment of this Instrument Recorded in
Real Estate T/D Book
No. 362 Page 726
This the 14 day of April 19 86
W. E. Davis
Clerk

Real Estate Financing Inc.
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, Jr.

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

John P. Craft
JOHN P. CRAFT
Debra J. Craft
DEBRA J. CRAFT
7715 Pravin Drive
Horn Lake, Mississippi 38637

STATE OF MISSISSIPPI, }
COUNTY OF DESOTO }

Personally appeared before me Edna E. Camp, the undersigned Notary Public in and for the said County, the within named John P. Craft and Debra J. Craft, his wife, who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and seal this 6th day of November, 19 75.
(SEAL)
My Commission Expires April 9, 1979
Edna E. Camp
NOTARY PUBLIC

STATE OF MISSISSIPPI }
COUNTY OF DeSoto }

H. H. 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 10:00 o'clock A.M., on the 10th day of November, 19 75, and was recorded in Vol. 193, Record of Deeds, pages 34, on the day of 19.

PL 5.00

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock 0 minutes A.M. 10 day of Nov. 1975, and that the same has been recorded in Book 193 Page 34 records of REAL ESTATE TRUST DEEDS of said County.

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

Fees \$ 5.00 pd.

SEAL H. H. 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 (Formerly Coahoma National Bank), dated the 16 day of March

A. D., 19 75, and recorded at Page 470 of Record Book 155, 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 3rd day of November, 19 75

WITNESS signature this, the 3rd day of November, 19 75
Coahoma Bank [Signature] Vice - Pres.
[Signature] 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

RD 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
[Signature] Notary public
My Commission Expires Jan. 31, 1976

L-131

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 3 o'clock 15 minutes PM. 7 day of Nov. 1975, and that the same has been recorded in Book 193 Page 31 records of REAL ESTATE TRUST DEEDS of said County.

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

Fees \$ 2.50 pd.

SEAL [Signature] 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 A.E. Shook, Jr and wife, Betty Mae Hatfield Shook
H.R. Garner
Coahoma Bank (Formerly Coahoma National Bank) Trustees, for the use and benefit of _____, dated the 5th day of October

A. D. 1973, and recorded at Page 459 of Record Book 166 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



R.D. Harper & H.W. Williams
Notary public
My Commission Expires Nov. 21, 1978

L-131

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 9 o'clock 15 minutes P.M. 7 day of Nov. 1975, and that the same has been recorded in Book 193 Page 38 records of REAL ESTATE TRUST DEEDS of said County.

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

Fees \$ 3.50 pd.

SEAL H. P. Ferguson, CLERK

100241

51455

This instrument prepared by:

TRUST DEED RELEASE

WHEREAS, By the hereinafter described trust deed, heretofore recorded in the Register's Office of Shelby County, Tennessee, certain real property was conveyed by the hereinafter named grantor^s, to James R. Houston

as Trustee, for the purpose of securing the payment and indebtedness evidenced by notes fully described in such trust deed; and

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

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

GRANTOR	Date of Instrument	Recorded	Description of Property
Henry E. Cooper and Elsie Cooper, his wife	November 2, 1964	Book 79 Page 21	Lot 1455, Section D of Southaven West Subdivision

NOW, THEREFORE, in consideration of the promises the undersigned ERIE COUNTY SAVINGS BANK

as legal owner and holder of the notes secured by said trust deed, acknowledges full payment and satisfaction thereof, and hereby releases and discharges the lien of said trust deed, and to this end quit claim^s and convey^s unto said grantor^s 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, ERIE COUNTY SAVINGS BANK, covenants with the said grantor^s that he the legal owner^s and holder^s 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 ERIE COUNTY SAVINGS BANK has hereunto set their hand^s (or caused its corporate name to be signed hereto by and through its proper officers duly authorized so to do) this the 31st day of October 1975

ERIE COUNTY SAVINGS BANK

Secretary

STATE OF TENNESSEE
COUNTY OF SHELBY

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

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

My commission expires day of 19 Notary Public

STATE OF ~~NEW YORK~~ New York
COUNTY OF ~~ERIE~~ Erie

Before me, a Notary Public in and for said State and County duly commissioned and qualified, personally appeared Kenneth R. Fosburg with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the Secretary of the ERIE COUNTY SAVINGS BANK, the within named bargainer, a corporation, and that he as such Secretary being authorized so to do, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by himself as Secretary.

WITNESS my hand and seal at office in Buffalo, New York this 31st day of October 1975

My commission expires Notary Public, State of New York

My Commission Expires March 30, 1975 My Commission Expires March 30, 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 10 o'clock 30 minutes A.M. 10 day of Nov. 1975, and that the same has been recorded in Book 193 Page 39 records of REAL ESTATE TRUST DEEDS of said County.

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

Fees \$2.50 pd.

SEAL H. P. Ferguson, CLERK

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

Mtgr. JAMES L. BRIDGES

FNMA No. 123-5368245

STATE OF MISSISSIPPI)
) ss.
COUNTY OF DESOTO)

FHA/VA No. LH-80529

FULL RELEASE OF LIEN

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

Mortgage dated 29th December 1969, executed by JAMES L. BRIDGES and wife BEVERLY R. BRIDGES, to COLONIAL SAVINGS & LOAN, in the original principal amount of \$ 20,800.00, said mortgage recorded in Book 114, Page 485, Office of the Judge of Probate Court, DESOTO County, Mississippi; transferred to FEDERAL NATIONAL MORTGAGE ASSOCIATION by COLONIAL SAVINGS & LOAN by Assignment dated 12th Jan. 1970 and recorded in Book 115, Page 29, 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 Leslie A. Parsons its, duly authorized Assistant Vice President, this 31st day of October, 1975.

FEDERAL NATIONAL MORTGAGE ASSOCIATION (SEAL)

By: [Signature]
Leslie A. Parsons Assistant Vice President

STATE OF GEORGIA
COUNTY OF FULTON

Personally appeared before me, the undersigned Notary Public in and for the aforesaid County and State, Leslie A. Parsons 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 31st day of October, 1975.

[Signature]
Notary Public, Georgia at Large
My Commission Expires: VICKIE G. O'KELLEY
(SEAL) My commission expires: Sept. 24, 1979

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock no minutes A.M. 10 day of Nov. 1975, and that the same has been recorded in Book 193 Page 40 records of REAL ESTATE TRUST DEEDS of said County.

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

Fees- \$ 2.50 pd.

SEAL [Signature], 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 Tommy Lane Shields

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

of the first part, hereinafter designated as the Debtor, whose address is Rt. 2, Box 76H

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

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

Canner, Whitten & Canner WILLIAM H. AUSTIN, JR., Trustee, of the second part, hereinafter designated as Trustee; and Bank of Walls, Branch Office Tunica County Bank of Walls, Mississippi, of the third part, hereinafter designated as the Bank Witnesseth:

THAT WHEREAS, Debtor is justly indebted to Bank in the full sum of Five thousand & no/100- Dollars (\$5,000.00) evidenced by promissory note of even date herewith in favor of Bank, bearing interest at the rate of 10 per centum per annum after providing for the payment of reasonable attorney's fees in case of default and being due and payable as follows, to-wit:

5/5/76:	Prin.	1250.00	Interest	250.00	Total	1500.00
11/1/76:	"	1250.00	"	187.50	"	1437.50
4/30/77:	"	1250.00	"	125.00	"	1375.00
10/27/77:	"	1250.00	"	62.50	"	1312.50

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:

LOT # 4- Jerribill Subdivision- containing 1.18 acres as shown on Plat Book #8, Page 29 in Chancery Clerk's Office, Hernando, Miss. Said Lot #4 is improved with a 12 X 60 ft. Safeway Mobile Home. All drapes, contents-inside or outside of mobile home is part of this parcel of land. Platt reference is hereby made for a more particular description of said property. Lien of same date on 1970 12 X 60 Safeway Mobile Trailer #3236 S Located in Section 35, Township 1 South, Range 9 West, DeSoto County, Mississippi.

CANCELLED BY AUTHORITY RECD REC BY 100-

217 PAGE 618

THIS 27 DAY OF Oct 1977

H. D. Ferguson
CHANCERY CLERK

42

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 to 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 7th day of November, 1975

Bank of Wallis
Branch Office-Tunica County Bank

Tommy Lane Shields
Debtor

By J. A. [Signature]
Branch Manager

By Tommy Lane Shields

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 Tommy Lane Shields

who severally acknowledged that he signed and delivered the above and foregoing deed of trust and security agreement as Debtor

Given under my hand and official seal, this the 7th day of November

David A. Cantelano
NOTARY PUBLIC

My Commission Expires:



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 1 o'clock
50 minutes P M. 10th day of November, 1975, and that the same has been
recorded in Book 193 Page 41 records of REAL ESTATE TRUST DEEDS
of said County.

Witness my hand and seal this the 12th day of November, 1975.

Fees \$ 5.00 pd.

SEAL

H. P. Ferguson
CLERK

44
RELEASE

THE STATE OF MISSISSIPPI,

Lee COUNTY.

Know All Men By These Presents:

That I, Terry M. Cartwright, do hereby constitute and appoint _____, Clerk of the Chancery Court, in and for said State and County, my true and lawful attorney for me, to enter satisfaction of and cancel upon the records of the Chancery Clerk's Office in DeSoto County, that certain Deed of Trust executed on the 10th day of October 1973 by Cary Whitehead to Bank of Mississippi, Tupelo, Mississippi

which said Deed of Trust is recorded in Land Deed of Trust Book No. 166, Page 617, of the Trust Deeds Records of DeSoto County, Mississippi.

Witness my hand and seal, this 7th day of November, A.D., 1975

Bank of Mississippi
BY: Terry M. Cartwright
Commercial Loan Officer

THE STATE OF MISSISSIPPI,

Lee COUNTY.

Personally appeared before me, the undersigned authority, in and for said County, the within named

Terry M. Cartwright

who acknowledged that he signed, sealed and delivered the within instrument for the purpose therein expressed, as his act and deed, on the day and year therein mentioned.

Given under my hand and seal, this 7th day of November, A.D., 1975

Kilda Williams
MY COMMISSION EXPIRES JAN. 22, 1977

THE STATE OF MISSISSIPPI,

_____ COUNTY.

I, _____ Clerk of the Chancery Court of said County,

do hereby certify that the within-named instrument was filed for record in my office on the _____ day

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 2 o'clock 45 minutes P M. 10th day of November 1975, and that the same has been recorded in Book 193 Page 44 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal, this the 12th day of November 1975.

Fee \$ 2.50 pd.

SEAL H. P. Ferguson CLERK

Paid, Satisfied and Cancelled
This 20th day of Feb 19 76
Security Bank of Hernando
to J. H. Dunaway, Jr.,
Attest H. B. Ferguson
Chancery Clerk

FOR REAL ESTATE, CHATTEL OR BOTH

Edward B. Dunaway, et ux
To DEED OF TRUST
Security Bank of Hernando

THIS INDENTURE, Made this 16th day of November 19 75
between Edward B. Dunaway and wife, Demetra L. Dunaway
and Security Bank of Hernando

WITNESSETH, That whereas, said part ies of the first part, being indebted to the said party of the second part in the sum of Six Thousand Dollars (\$6,000.00) evidenced by a promissory note of even date, bearing 10% interest from maturity, due and repayable on or before April 21, 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 has VE this day granted, bargained, and sold to the said Trustee the following described property, located in the County of DeSoto, and state of Mississippi, viz: All of the agricultural products of every kind that may be raised on the land, and all the crops of every kind to be grown by the said party of the second part, either as landlord or tenant or otherwise, during the year 19 76 on the land that may cultivate, or cause to be cultivated, or landhold or tenant and all farming implements of every kind and

5.31 acres, situated in the East Half of Section 28, Township 2, Range 7 West, and more particularly described by metes and bounds, as follows, to-wit:
Beginning at a point in the center line of Pleasant Hill Road that is 3629.7 feet East of the West line of said Section 28; thence North 84 degrees 50 minutes East along the center of said Road 260 feet to a point; thence South 8 degrees 12 minutes East and along the West line of a cemetery lot 248.71 feet to the Southwest corner of said cemetery lot; thence South 3 degrees 41 minutes East along the West line of the Moore and Dunaway lands 627.3 feet to the Southwest corner of said Moore-Dunaway lands; thence South 86 degrees 16 minutes West 260 feet to a point; thence North 4 degrees 49 minutes West 869.8 feet to the point of beginning, and containing 5.31 acres, and as said lands are shown by Survey plat of J. E. Lauderdale, C. E. dated June 10, 1972.

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 21st day of April 19 76, then this instrument to be void, but in default thereof the said Trustee shall take possession of said property, and after giving notice of the time, place and terms of sale, by advertisement according to law in DeSoto County, shall sell the same at public auction, to the highest bidder for cash, at such time and place as he shall designate in said advertisement. The proceeds of said sale shall be applied to the payment of said indebtedness and all costs incurred 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 assigned, 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.
Edward B. Dunaway
Demetra L. Dunaway

STATE OF MISSISSIPPI, DeSOTO COUNTY.
Personally appeared before me the undersigned authority of said County, the within named Edward B. Dunaway and wife, Demetra L. Dunaway

who acknowledged that they signed and delivered the foregoing Deed of Trust on the day and year therein mentioned.
Given under my hand and official seal, this 16th day of November 19 75
My Commission Expires: (SEAL) Rebecca Letty 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 2 o'clock no minutes P. M. 10th day of November 1975, and that the same has been recorded in Book 193 Page 45 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 12th day of November 1975.
Fees \$ 2.50 pd.
SEAL H. B. Ferguson CLERK

AUTHORITY TO CANCEL

TO: CHANCERY CLERK

DESOTO COUNTY
HERNANDO, MISSISSIPPI

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

to Stuart Robinson, Trustee for BANKERS TRUST SAVINGS AND LOAN ASSOCIATION, Beneficiary, date May 12th, 19 75, and duly recorded in Book 185 at Page(s) 589 of your records.

WITNESS the signature of the corporation, this the 6th day of November, A.D., 19 75.

BANKERS TRUST SAVINGS AND LOAN ASSOCIATION

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



ATTEST:
B. J. Renfro
B. J. Renfro, Assistant Vice President

STATE OF MISSISSIPPI
COUNTY OF HINDS

Personally came and appeared before me, the undersigned Notary Public in and for said County and State, W. S. Weems and B. J. Renfro, 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 6th day of November, A.D., 19 75.

Carrie H. Bell
NOTARY PUBLIC

My commission expires: Aug. 13, 1978



STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 4 o'clock and 45 minutes PM 10

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 4 o'clock 45 minutes P M. 10th day of November 1975, and that the same has been recorded in Book 193 Page 46 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 12th day of November 1975.

Fees \$ 2.50 pd.

SEAL H. P. Ferguson, CLERK

971 E

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 _____, to Stuart Robinson, Trustee for Mississippi Corporation, 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 971, Section E, GREENBROOK S/D, DeSoto County, Mississippi.

Only the property specifically described above is released from the lien of said deed of trust, which deed of trust is to remain in full force and effect as to all other property described therein and not heretofore specifically released from the lien of same.

WITNESS THE SIGNATURE of Bankers Trust Savings and Loan Association, this the 6th day of November, 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 6th day of November, A. D., 1975.

Carrie L. Belle
 NOTARY PUBLIC



STATE OF MISSISSIPPI, DESOTO COUNTY
 I certify that the within instrument was filed for record at 4 o'clock 45 minutes 0 M. 10th day of November, 1975, and that the same has been recorded in Book 193 Page 47 records of REAL ESTATE TRUST DEEDS of said County.
 Witness my hand and seal this the 12th day of November, 1975.

Fees \$ 2.50 pd.

SEAL H. P. Ferguson, CLERK

o/r P.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 16th day of July 1971, made and executed by Ronald D. Edmondson and
Yvonne J. Edmondson of The Hernando Bank
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. 131 on page 141
of the Record of Trust Deeds, on the 16th day of July, A. D. 1971, is now fully paid
and satisfied; and I do hereby authorize the Clerk of the Chancery Court of said DeSoto
County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of
said County also as provided by law. This the 9th day of November, 1975.

THE HERNANDO BANK

[Signature]
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 9th day of November, A. D. 1975

[Signature]
My Commission Expires Jan 7, 1978

LAURENCE GREENWOOD 07844

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock
no minutes A M. 12th day of November 1975, and that the same has been
recorded in Book 193 Page 48 records of REAL ESTATE TRUST DEEDS
of said County.

Witness my hand and seal this the 12th day of November 1975.

Fees \$ 2.50 pd.

SEAL

[Signature]
CLERK

OTB/R

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST

Class C

STATE OF MISSISSIPPI, } ss.
DeSoto County.

KNOW ALL MEN BY THESE PRESENTS: That The Hernando Bank
of Hernando, Mississippi the beneficiary, does hereby certify that a certain trust deed
bearing date the 17th day of October 1972, made and executed by Thurman Rayborn and
Lucille Rayborn of _____ to The Hernando Bank
the above named beneficiary, and recorded in the office of the Chancery Clerk of DeSoto
County, in the State of Mississippi in Real Estate Trust Deed Record No. 149 on page 198
of the Record of Trust Deeds, on the 17th day of October, A. D. 1972, is now fully paid
and satisfied; and I do hereby authorize the Clerk of the Chancery Court of said DeSoto
County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of
said County also as provided by law. This the 9th day of November, 1975.

THE HERNANDO BANK

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

STATE OF MISSISSIPPI, } ss.
DeSoto County.

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

Given under my hand and seal of office this 9th day of November, A. D. 1975

My Commission Expires Jan. 7, 1978



LAWRENCE-GREENWOOD 57844

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock
no minutes A M. 12th day of November 1975, and that the same has been
recorded in Book 193 Page 49 records of REAL ESTATE TRUST DEEDS
of said County.

Witness my hand and seal this the 12th day of November 1975.

Fees \$2.50 pd.

SEAL [Signature] CLERK

6/11 B.P.

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST

Class C

STATE OF MISSISSIPPI, } ss.
DeSoto County.

KNOW ALL MEN BY THESE PRESENTS: That The Hernando Bank
of Hernando, Mississippi the beneficiary, does hereby certify that a certain trust deed
bearing date the 20th day of October 19 70, made and executed by Ralph G. Respass and
Julia F. Respass of The Hernando Bank
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. 121 on page 287
of the Record of Trust Deeds, on the 22nd day of October 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 9th day of November, 19 75.

THE HERNANDO BANK

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

STATE OF MISSISSIPPI, } ss.
DeSoto County.

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

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

Elois M. Barbee

My Commission Expires Jan. 7, 1978

LAWRENCE-GARDNER CO. 27944

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock
no minutes A M. 12th day of November 1975, and that the same has been
recorded in Book 193 Page 50 records of REAL ESTATE TRUST DEEDS
of said County.

Witness my hand and seal this the 12th day of November 1975.

Fees \$ 2.50 pd.

SEAL H. P. Ferguson, CLERK

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST

O/R B.R.

Class C

STATE OF MISSISSIPPI, } ss.
DeSoto County.

KNOW ALL MEN BY THESE PRESENTS: That The Hernando Bank
of Hernando, Mississippi the beneficiary, does hereby certify that a certain trust deed
bearing date the 30th day of November 19 72 made and executed by R. C. Smith, d/b/a
Tri-State Supply Co. 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 97
of the Record of Trust Deeds, on the 1st 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 21st day of November, 19 75.

THE HERNANDO BANK

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

STATE OF MISSISSIPPI, } ss.
DeSoto County.

Personally came and appeared before me, the undersigned authority: Elois M. Barbee, Notary Public
in and for County and State aforesaid A. S. Ballard, Jr., President who acknowledged that he signed and
delivered the above and foregoing instrument on the day and date for the purpose therein mentioned, as the act and deed
of said The Hernando Bank, after first being duly authorized and empowered to so do.
Given under my hand and seal of office this 21st day of November A. D. 19 75

My Commission Expires Jan 7, 1978

Elois M. Barbee



LAURENCE-GREENWOOD 07644

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock
no minutes A M. 12th day of November 1975, and that the same has been
recorded in Book 193 Page 51 records of REAL ESTATE TRUST DEEDS
of said County.

Witness my hand and seal this the 12th day of November 1975.

Fees \$ 2.50 pd.

SEAL *A. P. Ferguson* CLERK

SCHUMACHER MORTGAGE COMPANY, INC.,
GRANTOR

TO

PARTIAL RELEASE

CHURCHWOOD DEVELOPMENT CORPORATION,
GRANTEE

For and in consideration of Ten Dollars (\$10.00) and other good and valuable considerations, Schumacher Mortgage Company, Inc. does hereby release from the lien of that certain deed of trust given by Churchwood Development Corporation to Paul P. Wilson, Trustee for Schumacher Mortgage Company, Inc., Beneficiary, being dated July 7, 1975 and recorded in the office of the Chancery Clerk of DeSoto County, Mississippi in Trust Deed Book 187, page 487, the hereinafter described land in DeSoto County, Mississippi as follows, to-wit:

Lots 143, 144, 146, 147 and 148, Section A Revised, Churchwood Estates Subdivision in Section 2, Township 2, Range 8, as shown on plat of record in Plat Book 12, pages 45 and 46 in the office of the Chancery clerk of DeSoto County, Mississippi, to which recorded plat reference is made for a more particular description.

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 7th day of November, 1975.

SCHUMACHER MORTGAGE COMPANY, INC.

by [Signature]
VICE PRESIDENT

STATE OF TENNESSEE
COUNTY OF SHELBY

Personally appeared before me, the undersigned authority in and for said county and state, the within named Paul P. Wilson, Trustee for Schumacher Mortgage Company, Inc., who acknowledged that he signed and delivered the above and foregoing partial release on the day and date therein mentioned as his free and voluntary act and deed and for the purposes therein expressed.

Given under my hand and official seal of office this the 7th day of November, 1975.

My commission expires:

5-16-79

[Signature]
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 9 o'clock 15 minutes A M. 12th day of November, 1975, and that the same has been recorded in Book 193 Page 52 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 12th day of November, 1975.

Fees \$ 2.50 pd.

SEAL [Signature], CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOKS
207 Page 849
ON 25 DAY OF Jan. 1977
H. P. Ferguson
CHANCERY CLERK

FOR REAL ESTATE, CHATTEL OR BOTH

Billy H. Holt, et ux
To { DEED OF TRUST
The Hernando Bank

THIS INDENTURE, Made this 10th day of November, 1975
between Billy H. Holt and wife, Madean Smith Holt
of the first part,
and The Hernando Bank of the second part,

WITNESSETH, That whereas, said part ies of the first part, being indebted to the said part Y of the second part in the sum of Four Thousand Five Hundred Sixty-Six Dollars & 24/100 (\$4,566.24) evidenced by a promissory note of even date, bearing 10% interest from maturity, due and repayable in 48 equal monthly installments of \$95.13 each, first of said installments shall be due December 15, 1975 and one installment due each succeeding month thereafter until paid in full.

and any further amount that the party of the second part may furnish the party of the first part during the year 1975 and to extend payment of the same when due. Therefore, in consideration of the premises, and of the sum of One Dollar to the part ies of the first part paid by George S. McIngvale Trustee, the part ies of the first part have this day granted, bargained, and sold to the said Trustee the following described property, located in the County of DeSoto, and state of Mississippi, viz: All of the agricultural products of every kind that grow on, are raised on, and all the crops of every kind to be grown by and family or any hands working with or under either as landlord or tenant or otherwise, during the year 1975 on the land that may cultivate, or cause to be cultivated, as landlord or tenant and all farming implements of every kind with

Lot 4, 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, endangered as a security for said debt, he may then forthwith take possession of said property and sell the same as herein below directed. Should the part ies of the first part promptly pay the above stated indebtedness on or before the maturity date thereof then this instrument 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 part ies of the first part. In case of failure or inability on the part of said Trustee to execute the trust herein provided, the part ies of the second part, 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 Billy H. Holt
Madean Smith Holt

STATE OF MISSISSIPPI, DeSOTO COUNTY.
Personally appeared before me the undersigned authority
Billy H. Holt and wife, Madean Smith Holt of said County, the within named

who acknowledged that they signed and delivered the foregoing Deed of Trust on the day and year therein mentioned.
Given under my hand and official seal, this 10th day of November, 1975
My Commission Expires: (SEAL) Luluca Kelly Clerk
By Luluca Kelly D. C.

STATE OF MISSISSIPPI, DeSOTO COUNTY.
Before me, H. P. Ferguson of said County, this day personally appeared the above named Billy H. Holt and wife, Madean Smith Holt who, being first duly sworn,

STATE OF MISSISSIPPI, DeSOTO COUNTY
I certify that the within instrument was filed for record at 9 o'clock 15 minutes A. M. 12th day of November, 1975, and that the same has been recorded in Book 193 Page 53 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 12th day of November, 1975.

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

FOR REAL ESTATE, CHATTEL OR BOTH

Billy H. Holt, et ux

To DEED OF TRUST

W. I. LaRue

THIS INDENTURE, Made this 10th day of November 19 75 between Billy H. Holt and wife, Madean Smith Holt.

W. I. LaRue of the first part, and W. I. LaRue of the second part.

WITNESSETH, That whereas, said part ies of the first part, being indebted to the said part y of the second part in the sum of Six Hundred Twenty Dollars (\$620.00) evidenced by a promissory note of even date, bearing 10% interest from maturity, due and repayable in 48 equal monthly installments of \$12.92 each, first of said installments shall be due December 15, 1975 and one installment due each succeeding month thereafter until paid in full

and any further amount that the party of the second part may furnish the party of the first part during the year 19... not to exceed... of the first part having agreed to secure the prompt payments 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 is 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 4, Jybird 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.

This deed of trust is second and subordinate to a certain deed of trust of even date to The Hernando Bank.

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

Witness OUR signature the date written above. Billy H. Holt Madean Smith Holt

STATE OF MISSISSIPPI, DESOTO COUNTY. Personally appeared before me the undersigned authority of said County, the within named Billy H. Holt and wife, Madean Smith Holt

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

Given under my hand and official seal, this 10th day of November 19 75. My Commission Expires: Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY. Before me, of said County, this day personally appeared the above named one of the subscribing witnesses to the foregoing Deed of Trust, who being first duly sworn, depose and say that he is the person named in the foregoing Deed of Trust, and that he signed and delivered the same on the day and year therein mentioned.

STATE OF MISSISSIPPI, DESOTO COUNTY I certify that the within instrument was filed for record at 9 o'clock 15 minutes A. M. 12th day of November 1975, and that the same has been recorded in Book 193 Page 54 records of REAL ESTATE TRUST DEEDS of said County. Witness my hand and seal this the 12th day of November 1975. Fees \$ 2.50 pd. SEAL H. P. Ferguson, CLERK

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST

Class C

STATE OF MISSISSIPPI, } ss.
DeSoto County.

KNOW ALL MEN BY THESE PRESENTS: That Postal Employees Credit Union
of 535 S. Third Memphis TN the beneficiary, does hereby certify that a certain trust deed
bearing date the 28 day of June 19 68, made and executed by HARRY A. SIMOLAIR
& wife CATHARINE D. SIMOLAIR Nesbit, Ms to L.W. Higgins
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. 102 on page 467
of the Record of Trust Deeds, on the 29 day of JUNE, A. D. 19 68, is now fully paid
and satisfied; and I do hereby authorize the Clerk of the Chancery Court of said DeSoto
County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of
said County also as provided by law. NOVEMBER 12, 1975

Postal Employees Credit Union
Richard Coleman Manager

STATE OF MISSISSIPPI, } ss.
DeSoto County.

Personally came and appeared before me, the undersigned authority Richard Coleman
In and for County and State aforesaid Postal Employees Credit Union who acknowledged that he signed and
delivered the above and foregoing instrument on the day and date for the purpose therein mentioned.

Given under my hand and seal of office this 12th day of November A. D. 19 75

My Commission Expires July 5, 1976

LAWRENCE-GREENHOOD 87644

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock
05 minutes A M. 12th day of November 1975, and that the same has been
recorded in Book 193 Page 55 records of REAL ESTATE TRUST DEEDS
of said County.
Witness my hand and seal this the 12th day of November 1975.

Fees \$ 2.50 pd.

SEAL H. P. Ferguson CLERK

ORDER TO CLERK TO CANCEL DEED OF TRUST

Class C

STATE OF MISSISSIPPI, }
DeSoto County, 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 14th day of March 19 73, made and executed by Sam Holmes Jr &
Donna Faye Holmes of 4133 East Mallory, Memphis, Tenn 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. 155 on page 512
of the Record of Trust Deeds, on the 19 day of March A. D. 19 73, is now fully paid
and satisfied; and I do hereby authorize the Clerk of the Chancery Court of said DeSoto
County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of
said County also as provided by law.

Peoples Bank & Trust, Olive Branch, Miss 38654

Janice C. Payne
Asst. 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, Asst. 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 11th day of November A. D. 19 75



Aurelia B. Jones
Notary Public

Mailed
11-11-75

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock
no minutes A M. 12th day of November 1975, and that the same has been
recorded in Book 193 Page 56 records of REAL ESTATE TRUST DEEDS
of said County.

Witness my hand and seal this the 12th day of November 1975.

Fees \$ 2.50 pd.

SEAL H. P. Ferguson CLERK

Assignment of this Instrument Recorded in
Good Estate T.D Book
No. 201 Page 19
This the 10 day of June 19 76
H. B. Ferguson Clerk

Assignment of this Instrument Recorded in
Good Estate T.D Book
No. 193 Page 287
This the 20 day of Nov 19 75
H. B. Ferguson Clerk

Assn
No.
This l...
Clerk

VA Form 24-6212 (Home Loan)
Revised January 1974. Use Op-
tional Section 1812, Title 25,
U.S.C. Acceptable to Federal
National Mortgage Association.

MISSISSIPPI

DEED OF TRUST

THIS DEED OF TRUST, made and entered into this Third (3rd) day of November, 19 75,
by and between Charles C. Kerr, Jr. and wife Judith M. Kerr

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

Bailey Mortgage Company, a corporation organized
and existing under the laws of State of Mississippi, having its principal office and
post-office address at P. O. Box 1389, Jackson, MS 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 47, Section B, Holiday Hills Subdivision being the situated in
Section 34, Township 1 South, Range 6 West, DeSoto County, Mississippi
as per plat for said subdivision, recorded in Plat Book 11, page
11 and 12 Chancery Clerk's office, DeSoto County, Mississippi.

The mortgagors covenant and agree that so long as this mortgage and
the said note secured hereby are guaranteed under the provisions of
the Servicemen's Readjustment Act of 1944, they 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.

Should the Veterans Administration fail or refuse to issue its guaranty,
in the full amount committed upon by the Veterans Administration under
the provisions of the Servicemen's Readjustment Act of 1944, as amended
within sixty days from the date this loan would normally become eligible
for such guaranty, the holder may declare the indebtedness hereby
secured at once due and payable and may foreclose immediately or may
exercise any other rights hereunder or take any other proper action
as provided by law.

The funds derived from the indebtedness secured by this deed of trust
have been entirely used to pay the seller all or part of the purchase
price of the property described above. Together with Range or counter
top unit, Dishwasher, disposal, 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.

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;

Appointment of Successor Trustee of this
instrument Recorded in Good Estate
Book No. 205 Page 623
This 9 day of Nov 19 76
H. B. 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-six Thousand, Two Hundred and No/100s Dollars (\$36,200.00), with interest from date at the rate of Eight per centum (8%) per annum on the balance remaining from time to time unpaid; principal and interest being payable at the office of Bailey Mortgage Company, or at such other place as the holder may designate, in writing delivered or mailed to the Grantor, in monthly installments of Two Hundred, Sixty-Five & 71/100 Dollars (\$ 265.71), 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, ~~1985~~ 2005.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Charles C. Kerr, Jr.
Charles C. Kerr, Jr.

Judith M. Kerr
Judith M. Kerr

STATE OF MISSISSIPPI,

COUNTY OF DESOTO

Personally appeared before me Debbie C. Pennington the undersigned authority in and for said County, the within named Charles C. Kerr, Jr. and Judith M. Kerr 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 third day of November, 1975.



Debbie C. Pennington
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. 12th day of November 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 12th day of November 1975.

Fees \$5.00 pd.

SEAL *H. P. Ferguson* CLERK

Authority to Cancel - Mississippi - Mid-State Homes, Inc.

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 Herbert Lee Wright, single to JIM WALTER HOMES, INC., which deed of trust is recorded in Book Number 99 at Page 153 of the records of the deeds of trust in your office, which deed of trust was assigned by the JIM WALTER HOMES, INC., to the MID-STATE HOMES, INC. as shown by instrument recorded in Book Number 99 at Page 473 of the records of deeds of trust in your office.

IN WITNESS WHEREOF, MID-STATE HOMES, INC. has caused its official seal and signature to be affixed hereto by its duly authorized officers, this the 5th day of November, 19 75.

MID-STATE HOMES, INC.
By: J. H. Kelly
J. H. Kelly, VICE PRESIDENT

ATTEST:
Becky L. Mook
Becky L. Mook, ASSISTANT SECRETARY

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

Personally appeared before me, the undersigned authority duly authorized by law to take acknowledgments in and for said County and State, the within named J. H. Kelly and Becky L. Mook who acknowledged to me that they are Vice President and Assistant Secretary, respectively, of MID-STATE 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 being first duly authorized so to do by said corporation.

GIVEN under my hand and official seal this, the 5th day of November, 19 75.

Margaret D. Hoover
NOTARY PUBLIC, STATE OF FLORIDA

My commission expires:
Notary Public State of Florida at Large
My Commission Expires Sept. 2, 1978.
FORM JW 495 - Rev. 1-75

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 12 o'clock no minutes A M. 12th day of November 1975, and that the same has been recorded in Book 193 Page 61 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 12th day of November 1975.
Fees \$ 2.50 pd.

SEAL H. P. Ferguson, CLERK

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CANCELLED BY AUTHORITY RECORDED IN BOOK
527 PAGE 47
THIS 21 DAY OF Nov 1975
W.E. Davis
Chancery Clerk

TRUST DEED

THIS INDENTURE, made this the 7th day of November, 1975, between GERALD JOHNSON and wife JEAN JOHNSON, Party of the First Part, and WINN DAVIS BROWN, JR., 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 TWO HUNDRED and 00/100 DOLLARS (\$2,200.00) at 10% per annum repayable in 54 installments of \$50.77 each, the first installment due on the 1st day of December, 1975 and each succeeding installment due on the 1st 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 Arthur E. Huggins, Trustee, the party of the first part has this day granted, bargained, and sold to the said Trustee the following described property, located in the County of DeSoto, and State of Mississippi:

Lot 843, Section B, N 1/2 DeSoto Village Subdivision, in Section 33, Township 1 South, Range 8 West, as shown on a plat of record in Plat Book 8, Page 12, 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 of said property.

This Deed of Trust is second and subordinate to that certain Deed of Trust of record in Book 155, Page 31, 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.

Gerald Johnson
GERALD JOHNSON

Jean Johnson
JEAN JOHNSON

STATE OF MISSISSIPPI
COUNTY OF DESOTO

Before me, a Notary Public for said jurisdiction, this day personally appeared the above named GERALD JOHNSON and wife, JEAN JOHNSON, who acknowledged that they signed and delivered the foregoing Deed of Trust on the day and year therein mentioned. GIVEN UNDER MY HAND and official seal of office, this the 7th day of November, 1975.

Winn Davis Brown Jr
Notary Public

My Commission expires:
March 25, 1976
PUBLIC

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 30 minutes A.M. 12th day of November 1975, and that the same has been recorded in Book 193 Page 62 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 12th day of November 1975.

Fees \$2.50 pd.

SEAL *H. P. Ferguson*, CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK

220 PAGE 339

THIS 5 DAY OF Jan 1978

J. O.erguson
CHANCERY CLERK

Appointment of Successor Trustee of this

Instrument Recorded in Real Estate

Book No. 211 Page 631

This 18 day of May 1977

H. B. Ferguson Clerk

Deed of Trust

To

GUARANTY TRUST SAVINGS & LOAN ASSOCIATION

THIS DEED OF TRUST, Made and entered into this the 3rd day of November 1975
by and between Fairhaven Builders, Inc., a Mississippi Corporation

of the first part, hereinafter designated as the GRANTORS; Donn A. Southern
Trustee of the second part, hereinafter designated as TRUSTEE; and GUARANTY TRUST SAVINGS & LOAN ASSOCIATION
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
Thirty-two Thousand, One Hundred and No/100's ----- DOLLARS
(\$ 32,100.00), evidenced by promissory note of even date herewith payable to the Beneficiary as follows,
to-wit:

Due on demand on or before May 3rd, 1976.

said note bearing interest from November '75 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, there-
upon situated and thereunto belonging, lying and being situated in the City or Town of Olive Branch
District of DeSoto County, State of Mississippi, and more particularly described
as follows, to-wit:

Lot 10, Holiday Hills Subdivision, Section "B", situated in
Section 34, Township 1, Range 6 West, Town of Olive Branch,
DeSoto County, Mississippi as per plat recorded in Plat Book
11, page 11, Chancery Clerk's office, DeSoto County, Mississippi.

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

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

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

Second: The grantors herein shall pay all taxes and assessments, general or special, which may be levied or assessed upon the property herein described promptly when the same shall become due, and keep the improvements situated upon said land insured at all times during the continuance of this deed of trust against loss or damage by fire, storm and other hazard for the maximum amount of insurance obtainable or in such amount as may be approved by the beneficiary, in some solvent insurance company or companies authorized to do business in the state of Mississippi, and satisfactory to the said beneficiary, with standard mortgage clause attached in favor of said beneficiary, or the legal holder of said note or notes, and shall have the policy or policies of insurance assigned and delivered to the legal holder or holders of the indebtedness secured hereby, and on failure so to do, then the legal holder of the note or notes, or either of them, may pay said taxes and assessments, redeem the property from any tax sale, or sales, if it has been sold, and insure said property, pay the 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 trustee's fee provided for in this deed of trust are hereby made liens on the above described property and the grantors hereby promise to pay the same should they become due under the terms of the said notes and this deed of trust. A reasonable attorney's fee and all costs in connection with any litigation to protect this security or in seeking to have this deed of trust reformed by judicial proceedings, where necessary by mistake in this act, shall constitute a part of the debt secured hereby and become immediately due and payable to the beneficiary upon demand. If the Beneficiary, or the legal holder of said note or notes or other indebtedness, shall deem it best to proceed in equity, to foreclose this deed of trust, then a reasonable fee shall be allowed by the court to the attorney representing the beneficiary under this deed of trust.

Eleventh: The Grantors agree to pay all usual and necessary costs incident to the cancellation upon the record or records of this deed of trust after the indebtedness hereby secured has been paid in full.

Twelfth: In the event that this deed of trust is subordinate to any other deed of trust or lien of any kind, the Beneficiary may, in the event of a default in the performance of any covenant or agreement in the prior deed of trust or in the event of default in payment of any indebtedness secured by any other prior lien when due, at its option declare the entire indebtedness secured by this deed of trust immediately due and payable, or the Beneficiary may perform any such defaulted covenant or agreement to such extent as the Beneficiary may determine or pay any part of the indebtedness which is in default, with resultant right of subrogation, and the Beneficiary shall have a lien for the same with interest at the rate of six per centum (6%) per annum from date until paid, and the trustee shall have all of the powers of sale or otherwise, in reference to said payments as for default in the payments of the original indebtedness secured by this deed of trust, and the failure to promptly repay the Beneficiary any monies so expended, upon demand, shall render the whole indebtedness herein secured, at the option of the legal holder of said indebtedness, immediately due and payable.

Thirteenth: The beneficiary, or any owner or holder of the note secured hereby, may at pleasure, without giving formal notice to the original or any successor trustee, or to the grantors herein or their vendees of the property herein conveyed, immediate or remote, and without regard to the willingness or inability of any such trustee to act, or to execute this trust, appoint another person or succession of persons to act as trustee herein, and such appointee 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.

EMERHAVEN BUILDERS, INC.

BY *Jessie McCallum*
Jessie McCallum, President

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 Jessie McCallum

who severally acknowledged that ~~they were~~ he is President and _____ respectively of Fairhaven Builders, Inc.

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

GIVEN under my hand and official seal, this the 12 day of November, 1975

Notary Public

My Commission expires Sept 24, 1979



Compliments of

LAND Deed of Trust

FROM

TO

STATE OF MISSISSIPPI }
Desoto County. }
Chancery Court

I certify that this Deed of Trust was filed for record in my office at 10 o'clock A. M., on the 12 day of November, 1975 and was duly recorded this _____ day of _____, 19____ on page _____ 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.

PL 5.00

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock no minutes A. M. 12th day of November, 1975, and that the same has been recorded in Book 193 Page 63 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 12th day of November, 1975.

Fees \$ 5.00 pd.

SEAL

H. P. Ferguson

CLERK

CANCELLED BY AUTHORITY RECORDED IN 808A

229 PAGE 249

THIS 10 DAY OF August 1978

H. D. Ferguson
CHANCELLER

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

WADE B. SCRUGGS, JR. and wife BEULAH SCRUGGS

of the first part, hereinafter designated as the Grantor,

H. R. GARNER

Trustee, of the second part, hereinafter designated as Trustee, and

THE HERNANDO BANK, Hernando, Mississippi

of the third part, hereinafter designated as the Beneficiary.

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

ELEVEN THOUSAND THIRTY SIX AND 76/100-----DOLLARS

(\$ 11,036.76) 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:

Payable in 84 monthly installments of \$131.39 each, with the first installment to come due and payable on or before the 15th day of December, 1975 and one installment payable on or before the 15th day of each succeeding month thereafter until the whole indebtedness is paid with interest from maturity at the rate of 10 % per annum. Any unpaid balance may be paid at anytime, provided payments are current, any unearned finance charge will be refunded based on the rule 70H method, with no refund allowed on amounts less than \$5.00. In the event the makers default on any payment, a delinquency charge of 5% of amount or payment or \$5.00 which ever is less will be charged on each monthly installment 10 or more days past due.

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:

(SEE NEXT PAGE)

Lot or parcel of land lying and being situated in the Northeast Quarter of Section 34, Township 3, Range 8 West, more particularly described as follows: Beginning at the Northeast corner of that tract of land conveyed to H. N. Crawford, by C. R. Johnson, et ux, by warranty deed of date, July 8, 1943, of record in Book 31, Page 6; thence due south 474 feet to a stake; thence due East 200 feet to a stake; 200 feet to the point of beginning.

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

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary herein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment of interest as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other covenant herein contained, then and in that event the entire principal sum secured hereby with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, or the owner or holder of said note or notes, be and become at once due and payable, and the trustee herein named, or his successor or successors, shall, at the request of the beneficiary, or at the request of any owner or holder of the note or notes secured hereby, sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid. Such sale shall be made by giving notice of the time, place and terms of sale as required by Section 388 of the Mississippi Code of 1942 and amendments if any thereto, and the trustee shall make deed to the purchaser or purchasers. Should the beneficiary, or the owner or holder of the note or notes secured hereby be a corporation, then in such event a declaration of default to the trustee, and a request for sale hereunder, may be made by any officer thereof. If the land covered hereby is situated in two or more counties, or in two judicial districts of the same county, the trustee may sell the whole in any of the counties, or in either of the judicial districts of a county in which any part of the land lies. Out of the proceeds of sale the trustee shall first pay the cost of advertising and making the sale; and secondly, he shall pay whatever items may have been incurred and remain unpaid in the protection of this security; then he shall pay such of the items of indebtedness secured hereby as may be outstanding in the order of their maturity, and any balance remaining in his hands shall be delivered to the grantor, or to his proper representatives, agents or assigns.

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

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

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

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

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

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

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

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

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

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

IN TESTIMONY WHEREOF, witness the signature of the grantor this the 12th day of November, 1975

Wade B. Scruggs, Jr.
Wade B. Scruggs, Jr.
Beulah Scruggs
Beulah Scruggs

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 Wade B. Scruggs, Jr. and wife Beulah Scruggs 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 12th day of November, 1975
My Commission Expires Jan. 7, 1979
My Commission Expires 853640
E. Lee M. 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. 12th day of November, 1975, and that the same has been recorded in Book 193 Page 67 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 12th day of November, 1975.

Fees \$ 5.00 pd.

1 H. G. Ferguson, Clerk

RELEASE OF DEED OF TRUST

The undersigned, as owner and holder of that certain note evidenced by a deed of trust, executed by James M. Kendrick and Cindy Kendrick to W. Clinton Bell, Beneficiary, dated the 1st day of November, 1973, recorded at Trust Deed Book 168, Page 194 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 James M. Kendrick and Cindy Kendrick 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 5th day of November, 1975.

W. Clinton Bell
Lee V. Hamberlin
TRUSTEE

STATE OF TENNESSEE
COUNTY OF SHELBY

This day personally appeared before me, the undersigned authority in and for the said county and state, the within named W. Clinton Bell AND LEE V. HAMBERLIN who acknowledged that they signed and delivered the above and foregoing Instrument on the day and date therein mentioned as their free act and deed and for the purposes therein expressed.

Given under my hand and official seal this 5th day of November, 1975

Mary Hubler
Notary Public



My Commission Expires: 10-28-78

STC 32986
sb

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock
no minutes 9 M. 12th day of November 1975, and that the same has been
recorded in Book 193 Page 70 records of REAL ESTATE TRUST DEEDS
of said County.
Witness my hand and seal this the 12th day of November 1975.
Fees \$ 2.50 pd.
SEAL H. P. Ferguson, CLERK

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST

Class C

STATE OF MISSISSIPPI, } ss.
DeSoto County.

KNOW ALL MEN BY THESE PRESENTS: That Bank of Mississippi
of Olive Branch, Miss. the beneficiary, does hereby certify that a certain trust deed
bearing date the 15th day of June 1968, made and executed by Jerry T. Rhoda and
wife, Sue T. Rhoda of DeSoto County to Bank of Mississippi
the above named beneficiary, and recorded in the office of the Chancery Clerk of DeSoto
County, in the State of Mississippi in Land Trust Deed Record No 102 on page 300
of the Record of Trust Deeds, on the 17th day of June, A. D. 1968, is now fully paid
and satisfied; and I do hereby authorize the Clerk of the Chancery Court of said DeSoto
County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of
said County also as provided by law.

Bank of Mississippi, Olive Branch, Miss.
Laggy Mitchell

STATE OF MISSISSIPPI, } ss.
DeSoto County.

Personally came and appeared before me, the undersigned authority A. Murray Public
in and for County and State aforesaid Laggy 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 28th day of October A. D. 1975
A. Murray Public
My Comm. Expires Nov. 6, 1976



LA 8820-C-GREENWOOD 2-7644

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock
no minutes A M. 12th day of November 1975, and that the same has been
recorded in Book 193 Page 71 records of REAL ESTATE TRUST DEEDS
of said County.

Witness my hand and seal this the 12th day of November 1975.

Fees \$ 2.50 pd.

SEAL H. P. Ferguson CLERK

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST

Class C

STATE OF MISSISSIPPI, }
DeSoto County. } ss.

KNOW ALL MEN BY THESE PRESENTS: That Bank of Mississippi
of Olive Branch, Miss. the beneficiary, does hereby certify that a certain trust deed
bearing date the 5th day of May 19 75, made and executed by ATMAC Construction Co., Inc.
of Olive Branch, Miss. to Bank of Mississippi
the above named beneficiary, and recorded in the office of the Chancery Clerk of DeSoto
County, in the State of Mississippi in Land Trust Deed Record No. 185 on page 409
of the Record of Trust Deeds, on the 7th day of May, A. D. 19 75, is now fully paid
and satisfied; and I do hereby authorize the Clerk of the Chancery Court of said DeSoto
County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of
said County also as provided by law.

Bank of Mississippi, Olive Branch, Miss.

Peggy Mitchell

STATE OF MISSISSIPPI, }
DeSoto County. } ss.

Personally came and appeared before me, the undersigned authority, A. M. Ferguson
in and for County and State aforesaid, Peggy Mitchell who acknowledged that he signed and
delivered the above and foregoing instrument on the day and date for the purpose therein mentioned.

Given under my hand and seal of office this 5th day of September A. D. 19 75



A. M. Ferguson

My Comm. Expires Nov. 6, 1976

LS-99003-0228/1008 8/1944

STATE OF MISSISSIPPI, DE SOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock
no minutes A. M. 12th day of November 1975, and that the same has been
recorded in Book 193 Page 72 records of REAL ESTATE TRUST DEEDS
of said County.

Witness my hand and seal this the 12th day of November 1975.

Fees \$ 2.50 pd.

SEAL A. M. Ferguson CLERK

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST

Class C

STATE OF MISSISSIPPI, } ss.
DeSoto County.

KNOW ALL MEN BY THESE PRESENTS: That Bank of Mississippi
of Olive Branch, Miss. the beneficiary, does hereby certify that a certain trust deed
bearing date the 6th day of March 19 73, made and executed by Don Curtis McKnatt and
wife, Ann Kelly McKnatt of DeSoto County to Bank of Mississippi
the above named beneficiary, and recorded in the office of the Chancery Clerk of DeSoto
County, in the State of Mississippi in Land Trust Deed Record No. 155 on page 210
of the Record of Trust Deeds, on the 8th day of March A. D. 19 73, is now fully paid
and satisfied; and I do hereby authorize the Clerk of the Chancery Court of said DeSoto
County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of
said County also as provided by law.

Bank of Mississippi, Olive Branch, Miss.
Loggy Mitchell

STATE OF MISSISSIPPI, } ss.
DeSoto County.

Personally came and appeared before me, the undersigned authority, Loggy Mitchell
in and for County and State aforesaid, Loggy 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 29th day of October A. D. 19 75



John DeLoach
My Comm. Expires Nov. 6, 1976

LAW 5823-GREENWOOD 57844

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock
no minutes A M. 12th day of November 1975, and that the same has been
recorded in Book 193 Page 73 records of REAL ESTATE TRUST DEEDS
of said County.

Witness my hand and seal this the 12th day of November 1975.
Fees \$ 2.50 pd.

SEAL H. P. Ferguson, CLERK

ORDER TO CLERK TO CANCEL DEED OF TRUST

STATE OF MISSISSIPPI

COUNTY OF DESOTO

KNOW ALL MEN BY THESE PRESENTS: That C. W. KELLY, PRESIDENT of the beneficiary, BANK OF MISSISSIPPI (formerly Bank of Olive Branch), does hereby certify that a certain trust deed bearing date the 16th day of October, 1965, made and executed by HAYDEN CRISWELL AND WIFE, IRENE P. CRISWELL 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. 86, on Page 27, of the Record of Trust Deeds, on the 4th day of November, A.D. 1965, 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, 1975.

BANK OF MISSISSIPPI

BY: C. W. Kelly
C. W. KELLY, PRESIDENT

STATE OF MISSISSIPPI
COUNTY OF DESOTO

Personally came and appeared before me, the undersigned authority of law in and for county and state aforesaid, C. W. KELLY, PRESIDENT OF BANK OF MISSISSIPPI, 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 bank, after having been first duly authorized so to do.

GIVEN under my hand and seal of office this 30th day of October, A.D. 1975.

Linda C. Perry
NOTARY PUBLIC

My commission expires:
Nov. 24, 1978

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock no minutes A M. 12th day of November 1975, and that the same has been recorded in Book 193 Page 74 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 12th day of November 1975.

Fees \$2.50 pd.

SEAL H. P. Ferguson CLERK

3-500096

AUTHORITY TO CANCEL

TO THE CHANCERY CLERK OF DeSoto COUNTY, MISSISSIPPI:

You are hereby authorized and requested to enter satisfaction of and cancel of record a certain Deed of Trust executed by Bailey Homes of Southaven, Inc. to Unifirst Federal Savings and Loan Association, Jackson, Mississippi and recorded in Book 184 at Page 85

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 10th day of November, A.D., 19 75

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

BY: [Signature]
G. R. Munton, Jr.

BY: [Signature]
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 10th day of November A.D., 19 75



[Signature]
Notary Public

My Commission Expires: My Commission Expires March 4, 1978

LS 408

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock no minutes A M. 12th day of November 1975, and that the same has been recorded in Book 193 Page 75 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 12th day of November 1975.
Fees \$ 2.50 pd.
SEAL [Signature] CLERK

AUTHORITY TO CANCEL

TO THE CHANCERY CLERK OF DeSoto COUNTY, MISSISSIPPI:

You are hereby authorized and requested to enter satisfaction of and cancel of record a certain Deed of Trust executed by Bailey Homes of Southaven, Inc. to Unifirst Federal Savings and Loan Association, Jackson, Mississippi and recorded in Book 184 at Page 87

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 10th day of November, A.D., 19 75

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

BY: [Signature]
G. R. Manton, Jr.

BY: [Signature]
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. Manton, 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 10th day of November, A.D., 19 75



[Signature]
Notary Public

My Commission Expires: March 4, 1979

LS 408

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock no minutes A.M. 12th day of November, 1975, and that the same has been recorded in Book 193 Page 76 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 12th day of November, 1975.

Fees \$ 2.50 pd.

SEAL [Signature] CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK
300 PAGE 112
THIS 5 DAY OF July 19 83
H. H. 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 Freddie Falkner and wife,
Evelyn M. Falkner

of the first part, hereinafter designated as the Grantor,

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

Peoples Bank and Trust of the third part, hereinafter designated as the Beneficiary.
Olive Branch, MS

WITNESSETH: That whereas the Grantor is justly indebted to the beneficiary in the full sum of
Six thousand four hundred eighty three and 24/100-----DOLLARS
(\$ 6,483.24) evidenced by a promissory note of even date herewith in favor of
the beneficiary, bearing interest at the rate of Six per centum per annum after
October 15, 1978 , providing for the payment of attorney's fees in case of default and being due
and payable as follows, to-wit: Due and repayable in 36 equal monthly installments of
\$180.09 each with first installment being due and repayable on or before the 15th
day of November 1975 and like installments being due and repayable on the 15th. day
of each consecutive month thereafter until paid in full.

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

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

State of Mississippi, and more particularly described as follows, to-wit:
Beginning in the Northwest corner of the Brooks McNeil 80 acre tract, running in
a southerly direction parallel with the boundary line of the Joe Wright property,
210 feet to a point; thence East 210 feet to a point; thence North 210 feet to a
point in the north boundary line of the Brooks McNeil Eighty (80) acre tract,
adjacent to the Isiah Upshaw property; thence West 210 feet parallel with the
North boundary of the Brooks McNeil Eighty (80) acre tract to the point of beginning,
containing one acre, more or less, and being part of the Eighty (80) acre tract
conveyed to Brooks McNeil by Florence Black, et al, on the 23rd. day of April,
1952 and being shown of record in Land Deed Book 39, at page 111 of the Land
Records of DeSoto County, Mississippi, located in the North Half of the Northwest
Quarter of Section Twenty Nine (29), Township Two (2), Range Five (5) West in
DeSoto County, Mississippi.

78

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

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary herein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment of interest as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other covenant herein contained, then and in that event the entire principal sum secured hereby with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, or the owner or holder of said note or notes, be and become at once due and payable, and the trustee herein named, or his successor or successors, shall, at the request of the beneficiary, or at the request of any owner or holder of the note or notes secured hereby, sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid. Such sale shall be made by giving notice of the time, place and terms of sale as required by Section 333 of the Mississippi Code of 1942 and amendments if any thereto, and the trustee shall make deed to the purchaser or purchasers. Should the beneficiary, or the owner or holder of the note or notes secured hereby be a corporation, then in such event a declaration of default to the trustee, and a request for sale hereunder, may be made by any officer thereof. If the land covered hereby is situated in two or more counties, or in two judicial districts of the same county, the trustee may sell the whole in any of the counties, or in either of the judicial districts of a county in which any part of the land lies. Out of the proceeds of sale the trustee shall first pay the cost of advertising and making the sale; and secondly, he shall pay whatever items may have been incurred and remain unpaid in the protection of this security; then he shall pay such of the items of indebtedness secured hereby as may be outstanding in the order of their maturity, and any balance remaining in his hands shall be delivered to the grantor, or to his proper representatives, agents or assigns.

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

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

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

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

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

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

Sixth. The beneficiary, or any owner or holder of the notes 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 October 19 75

Freddie Falkner
Evelyn Falkner

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, Freddie Falkner and wife, Evelyn M. Falkner

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 Oct 19 75

My Commission Expires: Jan. 18, 1977 *Henry N. Saffo*
 Notary Public



STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 70 minutes A. M. 12th day of Nov. 1975, and that the same has been recorded in Book 193 Page 77 records of REAL ESTATE TRUST DEEDS of said County.

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

Fees \$ 5.00 pd.

SEAL *H. P. Ferguson* CLERK

91073

5081

This instrument prepared by:

TRUST DEED RELEASE

Office of Chancery Court Clerk
DeSoto County Mississippi

WHEREAS, By the hereinafter described trust deed, heretofore recorded in the ~~Register's Office in Shelby County, Tennessee~~, certain real property was conveyed by the hereinafter named grantor^s, to JAMES R. HOUSTON

as Trustee, for the purpose of securing the payment and indebtedness evidenced by notes fully described in such trust deed—; and
WHEREAS, All of the notes described in and secured by said trust deed, have been paid in full, and there is nothing due or owing on said indebtedness nor under the terms and provisions of said trust deed—; and

WHEREAS, Said trust deed ~~is~~ ^{is not} briefly described as follows, to-wit:

GRANTOR	Date of Instrument	Recorded	Description of Property
Billy W. Murk Lottie H. Murk	7-26-62	Book 65 Page 17 through 20	In the County of DeSoto, State of Mississippi - Lot 81 Section A Southaven Subdivision in Section 14 Township 1 South, Range 8 West, and shown on revised plat of said subdivision which is recorded in Plat Book 2, Pages 4 and 5 in the Office of the Chancery Clerk of DeSoto County, Mississippi.

NOW, THEREFORE, in consideration of the premises the undersigned PIONEER SAVINGS BANK, formerly The Pioneer Building-Loan and Savings Bank of Troy, 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 their ~~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, PIONEER SAVINGS BANK, covenants with the said grantor^s that ~~it~~ ^{it is} the legal owner and holder of the notes described in and secured by said trust deed, and that ~~it~~ ^{it} has the lawful right to release and discharge the lien thereof.

IN WITNESS WHEREOF the said PIONEER SAVINGS BANK, formerly The Pioneer Building-Loan and Savings Association of Troy, has hereunto ~~caused its corporate name to be signed hereto by and through its proper officers duly authorized so to do~~ this the 31st day of October, 19 75.

By: [Signature]
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 as _____ 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 New York
COUNTY OF Rensselaer

Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared CHARLES S. HOTALING, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the Vice President of the Pioneer Savings Bank, the within named bargainer, 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 Troy, New York this 31st day of October, 19 75

My commission expires the 30th day of March, 19 77 Notary Public

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

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 3 o'clock 50 minutes P M. 12th day of Nov. 1975, and that the same has been recorded in Book 193 Page 80 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 17th day of Nov. 1975.
Fees \$ 2.50 pd.

SEAL [Signature] CLERK

CANCELLED BY AUTHORITY RECORDED IN 1982

230 PAGE 712

13 day of Sept. 1978

H. C. 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 William D. Sneed

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 Two thousand five hundred twenty nine and 71/100----- DOLLARS (\$ 2529.71) 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 on or before March 24, 1976

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

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

State of Mississippi, and more particularly described as follows, to-wit: One (1) acre, more or less, situated in the Southeast Quarter of Section Thirty (30), Township One (1), Range Six (6) West, being Part of the Lot No. Seven I received under the division of the B.L. Hamilton estate lands, as shown by division deed and plat of record in Book 39, Page 433 of the Deed Records of DeSoto County, Mississippi, and to which reference is now made, and which one acre is more particularly described as follows, to-wit: Beginning at the Southwest corner of the 7.66 acre tract of land conveyed to Shirley Hamilton (now Shirley Hamilton James) by L. W. Hamilton and wife, as shown by deed dated March 8, 1960, and of record in Book 47, Page 569 of the Deed Records of DeSoto County, Mississippi, and to which reference is now made; thence East along the South line of said Shirley Hamilton James tract a distance of 210 feet to a point; thence South a distance of 210 feet to a point; thence West a distance of 210 feet to a point; thence North a distance of 210 feet to the point of beginning, and containing 1 acre, more or less, but subject to existing easement for public road joining said lands on the West side thereof. And said lands are in the shape of a square.

82

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

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

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

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

IN TESTIMONY WHEREOF, witness the signature of the grantor this the 26th day of Sept 1975

William D. Sneed

STATE OF MISSISSIPPI,
 COUNTY OF DeSoto

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

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 26 day of Sept 1975

My Commission Expires Jan 18 1977 *Henry D. Joffe*

 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. 12th day of Nov. 1975, and that the same has been recorded in Book 193 Page 81 records of REAL ESTATE TRUST DEEDS of said County.

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

Fees \$ 5.00 pd.

SEAL *H. P. Ferguson* CLERK

120,510

50063

This instrument prepared by:

TRUST DEED RELEASE

office of Chancery Court Clerk
DeSoto County Mississippi

WHEREAS, By the hereinafter described trust deed, heretofore recorded in the ~~Register of Deeds for DeSoto County, Mississippi~~ certain real property was conveyed by the hereinafter named grantor, to

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	483- Page 486	Description of Property
Fred Harvey Thomas and wife, Betty C. Thomas	September 10, 1962	Book 65		and assigned by Allied Investment Company to THE WILLIAMSBURGH SAVINGS BANK by assignment dated December 18, 1962, in Book 67, Page 192.

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

The undersigned, THE WILLIAMSBURGH SAVINGS 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 THE WILLIAMSBURGH SAVINGS BANK hereunto set hand (or caused its corporate name to be signed hereto by and through its proper officers, duly authorized so to do) this the 28th day of October 1975

THE WILLIAMSBURGH SAVINGS BANK
Paul W. Stedman
Senior 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.

RUTH A. KING
Notary Public

My commission expires day of Notary Public State of New York 19
STATE OF NEW YORK
COUNTY OF KINGS

Paul W. Stedman Notary Public in and for said State and County duly commissioned and qualified, personally appeared

and who upon oath, acknowledged himself to be the Sr. Vice President of the Williamsburgh Savings Bank with whom I am personally acquainted, the within named corporation, and that he as such Sr. 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 Sr. Vice President.

WITNESS my hand and seal at office in THE WILLIAMSBURGH SAVINGS BANK this 28th day of October 1975

RUTH A. KING
Notary Public, State of New York
No. 30 4612057
Qualified in Nassau County
Commission Expires March 30, 1977

My commission expires day of Notary Public 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 3 o'clock 40 minutes P.M. 7th day of Nov. 1975, and that the same has been recorded in Book 193 Page 84 records of REAL ESTATE TRUST DEEDS of said County.

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

Fees \$2.50 pd.

SEAL H. P. Ferguson CLERK

201 1689
Partial Release of this Instrument Recorded in
Deed Estate T 1 A
No. 226 Page 512
This 15 day of June 19 78
H. D. Ferguson, Clerk

Deed of Trust

To

THIS DEED OF TRUST, Made and entered into this the 25th day of October, 19 75
by and between E. K. Little and Wife, Robbie F. Little

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
Eight Hundred Thirty Seven Thousand Five Hundred & No/100 - - - - - DOLLARS
(\$837,500.00), 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 E. K. Little and Wife, Robbie F. Little 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 instru-
ment upon payment to the holder of the above described note the amount of
\$33,500.00 as payment of each lot, plus accrued interest. Such release to be
made at the expense of the party of the first part.

said note bearing interest from date at the rate of 8% per centum per annum, and providing
for attorney's fees for collection if not paid according to the terms thereof;

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

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

Lots 1096, 1097, 1098, 1099, 1100, 1101, 1102, 1103, 1104, 1109, 1110, 1111, 1112,
1118, 1119, 1120, 1121, 1122, and 1123, 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 1689, 1691, 1730, 1731, 1732 and 1733, Section D, DeSoto Village Subdi-
vision, 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 incompleated con-
dition at the time when the contract, according to its terms is to be completed, or
if completed, subject to any unpaid bills for labor or material, such condition shall
constitute an event of default and the entire accrued indebtedness shall in that
event become accelerated and matured for the purpose of foreclosure at the option of
the holder, who shall not be required to give any notice other than the advertisement
for foreclosure provided herein. The money hereby shall be advanced as construction
progresses upon requisition made by the borrowers for work and material also com-
pleted or installed upon the premises to be based on estimates approved by an
appraiser of the holder.

CANCELLED BY AUTHORITY RECORDED IN 200A
248 PAGE 448
THIS 7 DAY OF Sept 19 79
H. D. Ferguson
CHANCERY CLERK

86

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 243, 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 trustee's fee provided for in this deed of trust are hereby made liens on the above described property and the grantors hereby promise to pay the same should they become due under the terms of the said notes and this deed of trust. A reasonable attorney's fee and all costs in connection with any litigation to protect this security or in seeking to have this deed of trust reformed by judicial proceedings, where necessary by mistake in this act, shall constitute a part of the debt secured hereby and become immediately due and payable to the beneficiary upon demand. If the Beneficiary, or the legal holder of said note or notes or other indebtedness, shall deem it best to proceed in equity, to foreclose this deed of trust, then a reasonable fee shall be allowed by the court to the attorney representing the beneficiary under this deed of trust.

Eleventh: The Grantors agree to pay all usual and necessary costs incident to the cancellation upon the record or records of this deed of trust after the indebtedness hereby secured has been paid in full.

Twelfth: In the event that this deed of trust is subordinate to any other deed of trust or lien of any kind, the Beneficiary may, in the event of a default in the performance of any covenant or agreement in the prior deed of trust or in the event of default in payment of any indebtedness secured by any other prior lien when due, at its option declare the entire indebtedness secured by this deed of trust immediately due and payable, or the Beneficiary may perform any such defaulted covenant or agreement to such extent as the Beneficiary may determine or pay any part of the indebtedness which is in default, with resultant right of subrogation, and the Beneficiary shall have a lien for the same with interest at the rate of six per centum (6%) per annum from date until paid, and the trustee shall have all of the powers of sale or otherwise, in reference to said payments as for default in the payments of the original indebtedness secured by this deed of trust, and the failure to promptly repay the Beneficiary any monies so expended, upon demand, shall render the whole indebtedness herein secured, at the option of the legal holder of said indebtedness, immediately due and payable.

Thirteenth: The beneficiary, or any owner or holder of the note secured hereby, may at pleasure, without giving formal notice to the original or any successor trustee, or to the grantors herein or their vendees of the property herein conveyed, immediate or remote, and without regard to the willingness or inability of any such trustee to act, or to execute this trust, appoint another person or succession of persons to act as trustee herein, and such appointee or substitute shall have all the title, authority and powers in the execution of this trust as are vested in the trustee herein named. If the beneficiary, or the owner or holder of the note secured hereby, be a corporation, such appointment may be made by any one of its officers or agents. No one exercise of this power of appointment, power of sale, or any other power or right given in this Deed of Trust shall exhaust the right to exercise such power, but all rights and powers herein given may be exercised as often as may be necessary to achieve the perfect security and the collection of the indebtedness secured by this Deed of Trust until said indebtedness is fully paid and discharged. At any sale had by any Trustee hereunder, the Trustee may, from time to time, adjourn said sale to a later date without readvertising the sale by giving notice of the time and place of such continued sale at the time when and where the Trustee shall make such adjournment, and at any sale made to enforce the Trust herein given, the Beneficiary, or any person in interest, may become a purchaser, and upon payment of the purchase price the Trustee shall execute a deed of conveyance, which conveyance shall vest full and perfect title in such purchaser upon payment of the purchase price.

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness and any and all other indebtedness that may become due and owing to the beneficiary, under the terms of this instrument, and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security, and any other indebtedness that may become due and owing by the grantors to the beneficiary during the term of this deed of trust arising in any manner whatsoever. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any instalment thereon, or of any instalment of interest, or in the payment of taxes or insurance as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other covenant herein contained, then in that event the entire principal sum secured hereby, with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, be and become at once due and payable without notice to the grantors, and the trustee herein named, or his successor, or successors, shall, at the request of the beneficiary, sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid, then unpaid, after giving notice of the time, place and terms of sale as required by Section 888 of the Mississippi Code of 1942 and amendments, if any, thereto, and make deed to the purchaser or purchasers thereof. Out of the proceeds arising from said sale, the costs and expenses of executing this Deed of Trust, including a ten (10%) percent trustee's fee, which is hereby agreed to be a reasonable trustee's fee, and the attorney's fee prescribed in said note or notes, shall first be paid, next the amount of said indebtedness then remaining unpaid shall be paid and lastly, any balance remaining shall be paid to the undersigned grantors or to their proper representatives, agents or assigns.

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

IN TESTIMONY WHEREOF, Witness the signature of the grantors on this the day and date first above written.

E. K. Little

E. K. LITTLE

Robbie F. Little

ROBBIE F. LITTLE

TENNESSEE
STATE OF ~~MISSISSIPPI~~
COUNTY OF SHELBY

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named
E. K. Little & Wf. Robbie F. Little
who severally acknowledged that they signed and delivered the above and foregoing deed of trust on the day
and year therein mentioned.

Given under my hand and official seal, this the 25th day of October, 19 75

Helen Slight
Notary Public
My Commission expires September 2, 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 _____

Trust
COMPANY
every Court
was filed for
P. M., on
day of
page
office
ce this
19
Notary Clerk
D. C.

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 1 o'clock
30 minutes P M. 12th day of Nov. 1975, and that the same has been
recorded in Book 193 Page 85 records of REAL ESTATE TRUST DEEDS
of said County.
Witness my hand and seal this the 17th day of Nov. 1975.
Fees \$ 8.60 pd.
SEAL H. P. Ferguson CLERK

Lot 560 Sec. "B" DeSoto Village
Partial Release of this Instrument Recorded in
Real Estate T10 Book
224 Page 139
21 day of April 19 78
H. G. Ferguson

Deed of Trust

To

THIS DEED OF TRUST, Made and entered into this the 26th day of October, 19 75
by and between E. K. Little and Wife, Robbie F. Little

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 One Thousand Five Hundred and No/100 - - - - - DOLLARS
(\$ 301,500.00), 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 E. K. Little and Wife, Robbie F. Little 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 instru-
ment upon payment to the holder of the above described note the amount of
\$33,500.00 as payment of each lot, plus accrued interest. Such release to be
made at the expense of the party of the first part.

said note bearing interest from _____ date _____ at the rate of 8% per centum per annum, and providing
for attorney's fees for collection if not paid according to the terms thereof;

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

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

Lots 560, 562, 563, 568, 641, 724, 725, 726 and 728, Section B, DeSoto Village
Subdivision, in Section 33, Township 1 South, Range 8 West, as per plat thereof
in 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 incompletd
condition at the time when the contract, according to its terms is to be completed,
or if completed, subject to any unpaid bills for labor or material, such condition
shall constitute an event of default and the entire accrued indebtedness shall in
that event become accelerated and matured for the purpose of foreclosure at the
option of the holder, who shall not be required to give any notice other than the
advertisement for foreclosure provided herein. The money hereby shall be advanced
as construction progresses upon requisition made by the borrowers for work and
material also completed or installed upon the premises to be based on estimates
approved by an appraiser of the holder.

CANCELLED BY AUTHORITY RECORDED IN BOOK

248 PAGE 447
THIS 7 DAY OF Sept 19 79
H. G. Ferguson
CHANCERY CLERK

90

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 trustee's fee provided for in this deed of trust are hereby made liens on the above described property and the grantors hereby promise to pay the same should they become due under the terms of the said notes and this deed of trust. A reasonable attorney's fee and all costs in connection with any litigation to protect this security or in seeking to have this deed of trust reformed by judicial proceedings, where necessary by mistake in this act, shall constitute a part of the debt secured hereby and become immediately due and payable to the beneficiary upon demand. If the Beneficiary, or the legal holder of said note or notes or other indebtedness, shall deem it best to proceed in equity, to foreclose this deed of trust, then a reasonable fee shall be allowed by the court to the attorney representing the beneficiary under this deed of trust.

Eleventh: The Grantors agree to pay all usual and necessary costs incident to the cancellation upon the record or records of this deed of trust after the indebtedness hereby secured has been paid in full.

Twelfth: In the event that this deed of trust is subordinate to any other deed of trust or lien of any kind, the Beneficiary may, in the event of a default in the performance of any covenant or agreement in the prior deed of trust or in the event of default in payment of any indebtedness secured by any other prior lien when due, at its option declare the entire indebtedness secured by this deed of trust immediately due and payable, or the Beneficiary may perform any such defaulted covenant or agreement to such extent as the Beneficiary may determine or pay any part of the indebtedness which is in default, with resultant right of subrogation, and the Beneficiary shall have a lien for the same with interest at the rate of six per centum (6%) per annum from date until paid, and the trustee shall have all of the powers of sale or otherwise, in reference to said payments as for default in the payments of the original indebtedness secured by this deed of trust, and the failure to promptly repay the Beneficiary any monies so expended, upon demand, shall render the whole indebtedness herein secured, at the option of the legal holder of said indebtedness, immediately due and payable.

Thirteenth: The beneficiary, or any owner or holder of the note secured hereby, may at pleasure, without giving formal notice to the original or any successor trustee, or to the grantors herein or their vendees of the property herein conveyed, immediate or remote, and without regard to the willingness or inability of any such trustee to act, or to execute this trust, appoint another person or succession of persons to act as trustee herein, and such appointee or substitute shall have all the title, authority and powers in the execution of this trust as are vested in the trustee herein named. If the beneficiary, or the owner or holder of the note secured hereby, be a corporation, such appointment may be made by any one of its officers or agents. No one exercise of this power of appointment, power of sale, or any other power or right given in this Deed of Trust shall exhaust the right to exercise such power, but all rights and powers herein given may be exercised as often as may be necessary to achieve the perfect security and the collection of the indebtedness secured by this Deed of Trust until said indebtedness is fully paid and discharged. At any sale had by any Trustee hereunder, the Trustee may, from time to time, adjourn said sale to a later date without readvertising the sale by giving notice of the time and place of such continued sale at the time when and where the Trustee shall make such adjournment, and at any sale made to enforce the Trust herein given, the Beneficiary, or any person in interest, may become a purchaser, and upon payment of the purchase price the Trustee shall execute a deed of conveyance, which conveyance shall vest full and perfect title in such purchaser upon payment of the purchase price.

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness and any and all other indebtedness that may become due and owing to the beneficiary, under the terms of this instrument, and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security, and any other indebtedness that may become due and owing by the grantors to the beneficiary during the term of this deed of trust arising in any manner whatsoever. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any instalment thereon, or of any instalment of interest, or in the payment of taxes or insurance as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other covenant herein contained, then in that event the entire principal sum secured hereby, with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, be and become at once due and payable without notice to the grantors, and the trustee herein named, or his successor, or successors, shall, at the request of the beneficiary, sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid, then unpaid, after giving notice of the time, place and terms of sale as required by Section 888 of the Mississippi Code of 1942 and amendments, if any, thereto, and make deed to the purchaser or purchasers thereof. Out of the proceeds arising from said sale, the costs and expenses of executing this Deed of Trust, including a ten (10%) percent trustee's fee, which is hereby agreed to be a reasonable trustee's fee, and the attorney's fee prescribed in said note or notes, shall first be paid, next the amount of said indebtedness then remaining unpaid shall be paid and lastly, any balance remaining shall be paid to the undersigned grantors or to their proper representatives, agents or assigns.

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

IN TESTIMONY WHEREOF, Witness the signature of the grantors on this the day and date first above written.

E. K. Little

E. K. LITTLE

Robbie F. Little

ROBBIE F. LITTLE

TENNESSEE
STATE OF MISSISSIPPI
COUNTY OF SHELBY

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named
E. K. Little and Wife, Robbie F. Little
who severally acknowledged that they signed and delivered the above and foregoing deed of trust on the day
and year therein mentioned.

GIVEN under my hand and official seal, this the 26th day of October, 19 75

Belm
Notary Public

My Commission expires 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 _____

ND f Trust
M E
TRAVEL COMPANY
Chancery Court
Trust was filed for
o'clock P. M., on
day of
on page
my office
office this
19
Chancery Clerk,
D. C.

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 1 o'clock
30 minutes P M. 12th day of Nov. 1975, and that the same has been
recorded in Book 193 Page 89 records of REAL ESTATE TRUST DEEDS
of said County.

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

Fees \$ 6.20 pd.

SEAL H. P. Ferguson CLERK

D. C.

CANCELLED BY AUTHORITY RECORDED IN BOOK
205 PAGE 132
THIS 20 DAY OF Oct. 1976
H. J. Ferguson
CHANCERY CLERK

FOR REAL ESTATE, CHATTEL, OR BOTH

Ronald D. Shaw and wife,
Linda Shaw,
To { DEED OF TRUST
Ann O'Conner

THIS INDENTURE Made this 11th day of November 1975
between Ronald D. Shaw and wife, Linda Shaw
and Ann O'Conner

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 Dollars (\$1,000.00)

evidenced by one promissory note of even date bearing no interest due and repayable in equal monthly installments of \$50.00, the first installment due January 1, 1976 and one installment due on the 1st day of each month thereafter until paid in full.

And any further amount that the party of the second part may furnish the party of the first part during the year 1975...
payment of the sum 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 agricultural products of every kind that...
family or any hands working with or under...
may...
forming implements of every kind and

The land in the City of Horn Lake, DeSoto County, Mississippi described as follows, to-wit:

Lot 430, Section B, DeSoto Village Subdivision in Section 34, Township 1 South, Range 8 West as shown by the Plat of record in Plat Book 8, pages 16-21 in the office of the Chancery Clerk of DeSoto County, Mississippi.

This Deed of Trust is second and subordinate to the Deed of Trust to National Mortgage Company recorded in Book 136, page 53 in DeSoto County, Mississippi. Any default in the first lien deed of Trust will be considered a default under this deed of trust which would authorize foreclosure. Any disbursements made by the holder of this Deed of Trust to protect the second lien will be fully secured by this Deed of Trust and will be due and repayable on demand and will bear 10% interest from disbursement until repaid.

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 mentioned 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 confined, the part Y of the second part her assigns or legal representatives, can at any time appoint a Trustee to act in his stead.

Witness our signature S the date written above.
Witness Ronald D. Shaw
Linda Shaw

STATE OF MISSISSIPPI, DESOTO COUNTY.
Personally appeared before me the undersigned authority of said County, the within named Ronald D. Shaw and wife, Linda Shaw who acknowledged that they signed and delivered the foregoing Deed of Trust on the day and year therein mentioned.

Given under my hand and official seal, this 11th day of November 1975
MY COMMISSION EXPIRES MARCH 24, 1979 (SEAL)
By Sarah Setpurne Notary Public

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 170 minutes P M. 12th day of Nov. 1975, and that the same has been recorded in Book 193 Page 93 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 17th day of Nov. 1975.
Fees \$2.50 pd.

SEAL H. J. Ferguson, CLERK

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 exe-
cuted by Louis Earl DeWitt and wife, Linday ^{Jennings DeWitt} to Delta Title
Company, Trustee, for the benefit of National Mortgage
Company, a Tennessee Corporation, dated October 22nd, 1975,
securing a note in the sum of \$ 31,500.00, recorded in Book 192,
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 \$ 31,500.00, plus interest at the rate of 7 3/4 % per
annum, the first monthly installment being due the 1st day of
December, 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 7th
day of November, 1975.



NATIONAL MORTGAGE COMPANY
Sidney M. Katz
Sidney M. Katz
Senior Vice President

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 7th day of
November, 1975.

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 30 minutes P M. 12th day of Nov. 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 17th day of Nov. 1975.

Fees \$ 2.50 pd.

SEAL H. P. Ferguson CLERK

MISSISSIPPI
ASSIGNMENT OF DEED OF TRUST

PREPARED BY
SIDNEY M. KATZ, ATTORNEY
4041 KNIGHT ARNOLD ROAD
MEMPHIS, TENN.

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 KIL CHA SMITH, to DELTA TITLE COMPANY, Trustee, for the benefit of National Mortgage Company, a Tennessee Corporation, dated OCTOBER 20, 1975, securing a note in the sum of \$ 20,150.00, recorded in Book 192, 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 \$20,150.00, plus interest at the rate of 7 3/4% per annum, the first monthly installment being due the 1st day of December, 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 November, 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 6th day of November, 1975.

My Commission Expires Sept. 13, 1977

Judith Coole
NOTARY PUBLIC

2/71/226
ke



STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 1 o'clock 30 minutes P. M. 12th day of Nov. 1975, and that the same has been recorded in Book 193 Page 95 records of REAL ESTATE TRUST DEEDS of said County.

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

Fees \$ 2.50 pd.

SEAL H. P. Ferguson, CLERK

MISSISSIPPI
ASSIGNMENT OF DEED OF TRUST

PREPARED BY
SIDNEY M. KATZ
4041 KNIGHT-ARNOLD ROAD
MEMPHIS, TENN. 38114

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 Randall Cole and wife, Connie Cole to Delta Title Company, Trustee, for the benefit of National Mortgage Company, a Tennessee Corporation, dated October 22nd, 1975, securing a note in the sum of \$26,900.00, recorded in Book 192, Page 495, 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 \$ 26,900.00, plus interest at the rate of 7 3/4 % per annum, the first monthly installment being due the 1st day of December, 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 7th day of November, 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 7th day of November, 1975.

My Commission Expires Sept. 13, 1977

Judith Combs
NOTARY PUBLIC

2/71/226



STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at / o'clock 30 minutes P M. 13th day of Nov. 1975, and that the same has been recorded in Book 193 Page 96 records of REAL ESTATE TRUST DEEDS of said County.

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

Fees 2.50 pd.

SEAL H. P. Ferguson CLERK

D-22926

PARTIAL RELEASE

For and in consideration of the sum of TEN DOLLARS (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, FIRST NATIONAL BANK, Hernando, Mississippi, -----does hereby release from the lien of the Deed of Trust given by ALBERTINE - McCORRY BUILDERS, INC. ----- for the benefit of First National Bank, Hernando, Mississippi, ----- which Deed of Trust is dated March 18 , 19 75, and recorded in Deed of Trust Book 184, Page 131 of the Trust Deed Records of DeSoto County, Mississippi, in the Office of the Chancery Court Clerk of DeSoto County, Mississippi, the following land lying and being situated in DeSoto County, Mississippi, described as follows, to-wit:

Lot No. 514, Section " C ", Revised, Greenbrook Subdivision in Section 19, Township 1 South, Range 7 West, (DeSoto County, Mississippi), as per plat thereof in Plat Book 8, Pages 49 & 50, in the Office of the Chancery Clerk of said county.

In all other respects said Deed of Trust recorded in Deed of Trust Book 184, Page 131 shall remain in full force and effect.

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

WITNESS the signature of the Grantor this, the 27th day of October, 19 ~~75~~.

FIRST NATIONAL BANK
 Hernando, Mississippi

By Jack W. Ussery
 Jack W. Ussery, President

STATE OF MISSISSIPPI
COUNTY OF DeSOTO

THIS DAY personally appeared before me, JACK W. USSERY,
the President of FIRST NATIONAL BANK, Hernando, Mississippi, who
acknowledged that he signed and delivered the foregoing Partial
Release on the date mentioned therein and for the purposes expressed.

GIVEN under my hand and Official Seal this, the 27th
day of October, 1975.

(SEAL)

My Commission Expires:

Jan. 24, 1979
Betty J. McIntosh
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. 12th day of Nov. 1975, and that the same has been
recorded in Book 193 Page 97 records of REAL ESTATE TRUST DEEDS
of said County.

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

Fees \$2.50 pd.

SEAL H. P. Ferguson, CLERK

Assignment of this Instrument Recorded in
Real Estate 712 Book
No. *194* Page *215*
This the *10* day of *Dec* 19 *75*
H. B. Langston Clerk

VA Form 24-4322 (Home Loan)
Revised December 1963. Use Op-
tional Section 1910, Title 38,
U.S.C. Acceptable to Federal
National Mortgage Association.

PREPARED BY
[Signature]
SIDNEY M. KATZ, ATTY.
4041 KNIGHT-ARNOLD ROAD
MEMPHIS, TENN. 38118
MISSISSIPPI

DEED OF TRUST

D-77016-SR

THIS DEED OF TRUST, made and entered into this *31st* day of *October*, 1975,
by and between

Duane Harvey Kingston and wife, Betty G. Kingston

, 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 415, Section B, Revised Southaven Subdivision, as shown on plat of
record in plat book 2, pages 14-16, in Section 23, Township 1 South, Range
8 West, in the office of the Chancery Clerk of Desoto County, Mississippi,
to which plat reference is hereby made for a more particular description
of said lot, as per survey by Acme Engineering Service dated October 20, 1975.*

The holders of the indebtedness described herein shall have the option
at any time to require Grantors to pay to the Holders of the indebtedness
in addition to and concurrent to the monthly installment of principal and
interest and expense 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
Flood Insurance Act of 1968, or subsequent similar legislation;
said sum to be held in escrow without liability on the part of the Holder
of the indebtedness for interest thereon and to be used in payment of said
insurance when due and payable. If the amount so held shall at any time
be insufficient to pay said insurance premium when due and payable, the
Grantors shall promptly deposit the entire amount of said deficit.

Should the Veterans Administration fail or refuse to issue its guaranty
of the loan secured by this mortgage under the provisions of the
Servicemen's Readjustment Act of 1944, as amended, within sixty
days from the date the loan would normally become eligible for such
guaranty, the mortgagee herein may, at its option, declare all sums
secured by this mortgage immediately due and payable. The
mortgagee covenants and agrees that so long as this mortgage and
the sum here secured hereby are purchased under the provisions of
the Servicemen's Readjustment Act, it will not record 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 breach of this undertaking, the mortgagee herein
may, at its option, declare the unpaid balance of the debt secured
hereby immediately due and payable.

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

100

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

IN TRUST, HOWEVER, to secure to the Beneficiary named above, the payment of a certain promissory note of even date herewith in the principal sum of *Twenty Seven Thousand Five Hundred and 00/100* Dollars (\$27,500.00), with interest from date at the rate of *None* per centum (*0*%) 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 ARKOLD 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 One* Dollars (\$ *221.20*), commencing on the first day of *December*, 19*72*, 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*, 19*85*.

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 Deed, at the times and in the manner in said note and hereinafter provided. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one hundred dollars (\$100.00), whichever is less.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Duane Harvey Kingston
Duane Harvey Kingston

Betty G. Kingston
Betty G. Kingston

STATE OF ~~MISSISSIPPI~~ Tennessee
COUNTY OF Shelby

Personally appeared before me *M. V. V. V.*, the undersigned *Notary public* and in and for said County, the within named *Duane Harvey Kingston* and *Betty G. Kingston*, his wife, who acknowledged that *h* *e* *y* signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and seal this *31st* day of *October*, 19 *75*.

My Commission Expires June 11, 1979

M. V. V. V.



STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at *1* o'clock *30* minutes *P* M. *12th* day of *Nov.* 1975, and that the same has been recorded in Book *193* Page *99* records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the *17th* day of *Nov.* 1975.
Fees \$ *5.00* pd.

SEAL *H. P. Ferguson*, CLERK

Nat'l. Mtg Co.
Assignment of this instrument
Real Estate TID
No. 241 Page 360
This the 19 day of April 1979
H. D. Ferguson

103
Govt Nat'l. Mtg Assn.
Assignment of this instrument to
Real Estate TID
No. 193 Page 518
This the 1 day of Dec 1975
H. D. Ferguson

VA Form 26-6222 (Home Loan)
Revised December 1963, Use Op-
tional, Section 1810, Title 25,
U.S.C. Acceptable to Federal
National Mortgage Association.

PREPARED BY
SIDNEY M. KATZ, ATTORNEY
4041 KNIGHT ARNOLD ROAD
MEMPHIS, TENN. 38118
MISSISSIPPI

DEED OF TRUST

D-35134-SR

This DEED OF TRUST, made and entered into this 3rd day of November, 1975, by and between

Robert L. Steiner and wife, Christiane H. Steiner

, 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 1691, Section D, Belle Meade Subdivision, Desoto Village, 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 north line of Hilltop Drive 195.0 feet westwardly from the point of intersection of said north line and the west line of Belle Meade Road; thence westwardly 80.0 feet with the north line of Hilltop Drive to a point, the southeast corner of lot 1692; thence northwardly 195.0 feet with the east line of lot 1692 to an iron pipe; thence eastwardly 80.0 feet parallel with the north line of Hilltop Drive to an iron pipe in the northwest corner of lot 1690; thence southwardly 195.0 feet with the west line of lot 1690 to the point of beginning, as per survey by Acme Engineering Service dated October 14, 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 consents and agrees that so long as this mortgage and the said note remain hereby are guaranteed under the provisions of the Servicemen's Readjustment Act, as well as associate or file for record any instrument which imposes a restriction upon the sale or occupancy of the mortgaged property on the basis of race, color or creed. Upon any violation of the foregoing, the mortgagee herein may, at its option, declare the unpaid balance of the debt secured hereby immediately due and payable.

The holder of the indebtedness described herein shall have the option at any time to require Grantor to pay to the Holders of the indebtedness in addition to and concurrent to the monthly installment of principal and interest and toward 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 there is available under the National Flood Insurance Act of 1968 or subsequent similar legislation; said sum to be held in escrow without liability on the part of the Holder of the indebtedness for interest thereon and to be used in payment of said insurance when due and payable. If the amount so held shall at any time be insufficient to pay said insurance premium when due and payable, the Grantors shall promptly deposit the entire amount of said deficit.

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

CANCELLED BY AUTHORITY RECORDED IN BOOK

767 PAGE 514

THIS 23rd DAY of June, 1995.

W. E. Davis
CHANCERY CLERK
By: P. Starkey

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

IN TRUST, HOWEVER, to secure to the Beneficiary named above, the payment of a certain promissory note of even date herewith in the principal sum of *Thirty Four Thousand Three Hundred Fifty Six* ^{no/100} Dollars (\$ 34,350.00--), with interest from date at the rate of *Seven and 3/4*----- per centum (7-3/4%) per annum on the balance remaining from time to time unpaid; principal and interest being payable at the office of *National Mortgage Company, 4041 Knight Arnold Road* in *Memphis, Tennessee*, or at such other place as the holder may designate, in writing delivered or mailed to the Grantor, in monthly installments of *Two Hundred Forty Six* ^{829/100} Dollars (\$246.29---), 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 Beneficiary's option as trustee, shall be refunded to Grantor. If, however, such monthly payments shall not be sufficient to pay such items when the same shall become due and payable, then the Grantor shall pay to the Beneficiary as trustee any amount necessary to make up the deficiency. Such payments shall be made within thirty (30) days after written notice from the Beneficiary stating the amount of the deficiency, which notice may be given by mail. If at any time the Grantor shall tender to the Beneficiary, in accordance with the provisions thereof, the full payment of the entire indebtedness represented thereby, the Beneficiary shall as trustee, in computing the amount of such indebtedness, credit to the account of the Grantor any credit balance remaining under the provisions of (a) of paragraph 2 hereof. If there shall be a default under any of the provisions of this Deed of Trust resulting in a public sale of the premises covered hereby or if the Beneficiary acquires the property otherwise after default, the Beneficiary shall apply,

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Robert L. Steiner
Robert L. Steiner
Christiane H. Steiner
Christiane H. Steiner

STATE OF MISSISSIPPI, Tennessee } ss:
COUNTY OF Shelby

Personally appeared before me *M. V. Glean*, the undersigned Notary public
in and for said County, the within named Robert L. Steiner and
Christiane H. Steiner, his wife, who acknowledged that they signed and
delivered the foregoing instrument on the day and year therein mentioned.

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

M. V. Glean
My Commission Expires June 11, 1979



STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 1 o'clock
30 minutes P. M. 12th day of Nov. 1975, and that the same has been
recorded in Book 193 Page 103 records of REAL ESTATE TRUST DEEDS
of said County.

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

Fees \$5.00 pd.

SEAL *H. P. Ferguson* CLERK

STATE Mississippi
County Desoto
I, Clerk H. P. Ferguson do hereby certify that this instrument was filed for record on the 17th day of Nov. 1975.
Fee \$5.00

CANCELLED BY AUTHORITY RECORDED IN BOOK

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THIS 26 DAY OF Sept. 19 80

H. 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 Herbert Lee Wright and wife, Alice Ross Wright

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 Nine thousand eight hundred thirty five and 80/100-----DOLLARS (\$9835.80) evidenced by A promissory note of even date herewith in favor of the beneficiary, bearing interest at the rate of six per centum per annum after maturity , providing for the payment of attorney's fees in case of default and being due and payable as follows, to-wit: To be repaid in 60 monthly installments, the first one being due on or before the 15th of November, 1975. The last installment due October 15, 1980.

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

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

State of Mississippi, and more particularly described as follows, to-wit: One (1) Acre, more or less, in Section 20, Township 2, Range 5 West, DeSoto County, Mississippi, described as: Commencing at a point in the center of Red Banks Road, said point being located 100.5 feet North of the South-West Corner and on the center section line of the 70-acre tract conveyed to Emmett Wright by deed recorded in Deed Book 35 at Page 328 and dated December 1, 1947, of the records of Deeds in the Chancery Clerk's Office of DeSoto County, Mississippi; thence traversing the center line of Red Banks Road at an angle of 126° 30' off the center section line in a Northeastwardly direction a distance of 1,132 feet to a point located in the center of Red Banks Road; thence at an angle of 90° left off the center line in a Southwestwardly direction a distance of 268 feet to the Point of Beginning; thence continuing along this line a distance of 228 feet to a point; thence 90° in a Northeastwardly direction a distance of 200 feet to a point; thence 90° in a Northwestwardly direction 228 feet to a point; thence 90° in a Southwestwardly direction 200 feet to the Point of Beginning.

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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 388 of the Mississippi Code of 1942 and amendments if any thereto, and the trustee shall make deed to the purchaser or purchasers. Should the beneficiary, or the owner or holder of the note or notes secured hereby be a corporation, then in such event a declaration of default to the trustee, and a request for sale hereunder, may be made by any officer thereof. If the land covered hereby is situated in two or more counties, or in two judicial districts of the same county, the trustee may sell the whole in any of the counties, or in either of the judicial districts of a county in which any part of the land lies. Out of the proceeds of sale the trustee shall first pay the cost of advertising and making the sale; and secondly, he shall pay whatever items may have been incurred and remain unpaid in the protection of this security; then he shall pay such of the items of indebtedness secured hereby as may be outstanding in the order of their maturity, and any balance remaining in his hands shall be delivered to the grantor, or to his proper representatives, agents or assigns.

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

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

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

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

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

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

Sixth. The beneficiary, or any owner or holder of the note secured hereby, may at pleasure, without giving formal notice to the original or any successor trustee, or to the grantor herein, and without regard to the willingness or inability of any such trustee to act, or to execute this trust, appoint another person or succession of persons to act as trustee hereinafter, 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 Oct. 19 75

Herbert Lee Wright

Alice Ross 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 Herbert Lee Wright and wife Alice Ross Wright 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: May 18, 1976

Aurilia B. Jones
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. 12th day of Nov. 1975, and that the same has been recorded in Book 193 Page 107 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 17th day of Nov. 1975.
Fees \$ 5.00 pd.

SEAL *H. P. Ferguson*, CLERK

ORDER TO CLERK TO CANCEL DEED OF TRUST

STATE OF MISSISSIPPI

COUNTY OF DESOTO

KNOW ALL MEN BY THESE PRESENTS: That C. W. KELLY, PRESIDENT of the beneficiary, BANK OF MISSISSIPPI (formerly Bank of Olive Branch), does hereby certify that a certain trust deed bearing date the 10th day of November, 1967, made and executed by HAYDEN CRISWELL AND WIFE, IRENE P. CRISWELL 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. 99, on Page 4, of the Record of Trust Deeds, on the 27th day of December, A.D. 1967, 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, 1975.

BANK OF MISSISSIPPI

C. W. Kelly
C. W. KELLY, PRESIDENT

STATE OF MISSISSIPPI
COUNTY OF DESOTO

Personally came and appeared before me, the undersigned authority of law in and for county and state aforesaid, C. W. KELLY, PRESIDENT OF BANK OF MISSISSIPPI, 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 bank, after having been first duly authorized so to do.

GIVEN under my hand and seal of office this 30th day of October, A.D. 1975.



Linda P. Perry
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. 12th day of Nov. 1975, and that the same has been recorded in Book 193 Page 110 records of REAL ESTATE TRUST DEEDS of said County.

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

Fees \$ 2.50 pd.

SEAL H. P. Ferguson, CLERK

AUTHORITY TO CANCEL

TO: CHANCERY CLERK
DE SOTO COUNTY
HERNANDO, MISSISSIPPI

You are hereby authorized and requested to enter satisfaction and cancel of record that certain Deed of Trust executed by WALLACE E. JOHNSON ENTERPRISES, INC.

to Stuart Robinson, Trustee for BANKERS TRUST SAVINGS AND LOAN ASSOCIATION, Beneficiary, date May 31st 19 74, and duly recorded in Book 176 at Page(s) 478 of your records.

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

(SEAL)

BANKERS TRUST SAVINGS AND LOAN ASSOCIATION

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

ATTEST

B. J. Renfrow
B. J. Renfrow, Assistant Vice President

STATE OF MISSISSIPPI
COUNTY OF HINDS

Personally came and appeared before me, the undersigned Notary Public in and for said County and State, W. S. Weems and B. J. Renfrow, known to me to be the Senior Vice President, and Assistant Vice President, respectively, of the within named BANKERS TRUST SAVINGS AND LOAN ASSOCIATION, a Mississippi corporation, who acknowledged to me that for and on behalf of said corporation and as its act and deed, they signed and delivered the above and foregoing Authority to Cancel on the day and year therein set out, and for the intent and purposes therein expressed, they being first duly authorized so to do by said corporation.

GIVEN under my hand and official seal of office, this the 4th day of November, A.D., 19 75.

Carrie D. Balk
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. 12th day of Nov. 1975, and that the same has been recorded in Book 193 Page 111 records of REAL ESTATE TRUST DEEDS of said County.

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

Fees \$ 2.50 pd.

SEAL H. P. Ferguson, CLERK

112

417812

REAL PROPERTY AGREEMENT

In consideration of a loan made to the undersigned by the First National Bank of Memphis in the amount of \$ 1591.00, evidenced by a note executed by the undersigned and bearing date of 10/24/75, said loan representing costs of improvements on the following described property in Desoto County, State of Mississippi, to-wit:

Lot No. _____ in _____ subdivision. Subdivision plat recorded in plat book No. _____ page No. _____

In the absence of the above information, use legal description of property.

NORTH WEST CORNER SECTION 34
TOWNSHIP 1 - RANGE 6 WEST

the undersigned agree(s) not to sell, convey or further encumber in any manner whatsoever said property without first paying in full the balance owed on said loan, that this agreement shall be a covenant running with the land and that breach thereof shall entitle the holder of the note above mentioned to declare the same due and payable for all purposes.

DATE: 10-27-75

Witness: [Signature]

Witness: [Signature]

Signed: [Signature]

Signed: [Signature]

STATE OF _____ COUNTY OF _____

On this the 27 date of Oct, 19 75, before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared [Signature], to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed, signed and delivered the foregoing instrument on the day and year therein mentioned as his free act and deed and for the consideration and purpose therein mentioned and set forth.

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

My commission expires _____

[Signature]
(Notary Public)

This instrument prepared by _____ First National Bank of Memphis.

F-303 (Rev. 11-13-70)

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock 30 minutes A M. 13th day of Nov. 1975, and that the same has been recorded in Book 193 Page 112 records of REAL ESTATE TRUST DEEDS of said County.

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

Fees \$ 2.50 pd.

SEAL [Signature] CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK

234 PAGE 432

THIS 4 DAY OF Dec. 19 78

H. S. Ferguson
CHANCERY CLERK

41815 2

This Instrument Prepared by:
Shirley Johnson
P.O. Box 119
Memphis, Tennessee

Reference: _____

DEED OF TRUST

This Indenture made and entered into this 7th day of November 1978
by and between

FREDDIE O. BRUCE and wife, LINDA M. BRUCE

Party of the first part, and

TROY BARRON

Trustee.

Party of the second part.

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

Lot 17, of the Fulton Subdivision, in the Community of Maywood, in Section 29, Township 1 South, Range 6 West, as per plat thereof recorded in Deed Book 32, Page 348, in the office of the Chancery Clerk of DeSoto County, Mississippi, reference to which map or plat is here made in aid of and as a part of this description.

TO HAVE AND TO HOLD, the aforescribed real estate, together with all the hereinafter and appurtenances thereto belonging or in any wise appertaining unto the said party of the second part, his successors and assigns, in fee simple forever, and the said party of the first part does hereby covenant with the said party of the second part, his successors and assigns, that he is lawfully seized in fee of the aforescribed real estate; that he has a good right to sell and convey the same; that the same is unincumbered.

and that the title and quiet possession thereof he will and his heirs and personal representatives shall warrant and forever defend against the lawful claims of all persons.

But this is a Deed of Trust, and is made for the following uses and purposes, and none other: that is to say: the said party of the first part is justly indebted to THE FIRST NATIONAL BANK OF MEMPHIS hereinafter mentioned, in the sum of THREE THOUSAND TWO HUNDRED NINETY EIGHT & 32/100 or the holder of the notes Dollars, evidenced by one promissory note of even date herewith executed by the party of the first part in the amount of \$ 3,298.32 payable to the order of THE FIRST NATIONAL BANK OF MEMPHIS in 36 installments of \$91.62 each, the first of said installments being due and payable 12/30/78 and the remainder of said installments being due and payable on the 30th day of each month thereafter until the note is fully paid.

The party of the first part desires to secure and make certain the payment of said indebtedness, and of any and all renewals and extensions thereof. Now, therefore, the party of the first part agrees and binds himself that so long as any part of the indebtedness aforesaid shall remain unpaid, he will pay all taxes and assessments against said property promptly when due, and deposit all tax receipts with the holder of the greater portion of the outstanding indebtedness secured hereby; will insure the buildings on said property for not less than the lesser of (1) the insurable value thereof or (2) the total indebtedness secured by mortgages, deeds of trust or other security instruments encumbering the aforescribed real estate against loss or damage by fire and the perils against which insurance is afforded by extended coverage endorsement in some insurance company or companies approved by the holder of the greater portion of the outstanding indebtedness secured hereby, cause said policies to contain a standard mortgage clause in favor of the holder of said indebtedness and deposit said policies with the holder of the greater portion of the outstanding indebtedness secured hereby as further security for said debt; will protect the improvements on said property by proper repairs, and maintain them in good repair and condition; will not do anything or suffer or permit anything to be done whereby the lien of this Deed of Trust might or could be impaired; will pay such expenses and fees as may be necessary in the protection of the property and the maintenance and execution of this trust, including, but not being limited to, expenses incurred by the Trustee in any legal proceeding to which he is made or becomes a party. The net proceeds resulting from the taking of all or any part of the property by eminent domain, or from any sale in lieu thereof, shall be applied upon the indebtedness in inverse order of its maturity; and in the event of the destruction of the improvements by fire or other casualty, the net proceeds of the insurance shall be applied upon the indebtedness secured hereby in inverse order of its maturity, or at the option of the party of the first part, his heirs and assigns, such proceeds may be used to restore the improvements to their former condition.

The owner of any part of the indebtedness aforesaid may, at his discretion, advance and pay such sums as may be proper to satisfy taxes, maintain insurance and repairs, and protect and preserve the property; and such amounts so paid shall be held and treated as part of the expense of administering this trust, shall be repaid on demand with interest at the highest rate legally chargeable on the date of the advance, and shall be secured by the lien of this Deed of Trust.

If the said party of the first part shall pay said indebtedness when due, and shall pay such sums as shall be necessary to discharge taxes and maintain insurance and repairs and the costs, fees and expenses of making, enforcing and executing this trust, when they shall severally be due and payable, then this conveyance shall become void, and the owner of the indebtedness shall execute proper deed of release or enter marginal satisfaction on the record of this deed of trust, or in the alternative, the Trustee shall reconvey by quit claim the property herein described, all at expense of said party of the first part.

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

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

If the notes secured hereby are placed in the hands of an attorney for collection, by suit or otherwise, or to enforce their collection by foreclosure or to protect the security for their payment, the party of the first part will pay all costs of collection and litigation, together with an attorney's fee as provided in said notes, or, if none is so provided, a reasonable attorney's fee, and the same shall be a lien on the premises herein conveyed and enforced by a sale of the property as herein provided.

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

In the event that more than one Trustee be named herein, any one of such Trustees shall be clothed with full power to act when action hereunder shall be required, and to execute any conveyance of said property. In the event that more than one Trustee be named herein and the substitution of a trustee shall become necessary for any reason, the substitution of one trustee in the place of those or any of those named herein shall be sufficient. The term "Trustee" shall be construed to mean "Trustees" whenever the sense requires. The necessity of the Trustee herein named, or any successor in trust, making oath or giving bond, is expressly waived.

No waiver by the party of the second part or by the holder of the indebtedness secured hereby shall be construed as a waiver of a subsequent similar default or any other default by the party of the first part.

The singular number may be construed as plural, and the plural as singular, and pronouns occurring herein shall be construed according to their proper gender and number, as the context of this instrument may require.

IN WITNESS WHEREOF, the party of the first part has executed, or has caused to be executed, this instrument on the day and year first above written.

Freddie O. Bruce
Freddie O. Bruce
Linda M. Bruce
Linda M. Bruce

STATE OF TENNESSEE, COUNTY OF SHELBY:

Before me, Notary Public in and for said State and County, duly commissioned and qualified, personally appeared Freddie O. Bruce and wife, Linda M. Bruce

to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that he, y executed the same as their (free act and deed).

WITNESS my hand and Notarial Seal at office this 7TH day of NOVEMBER 1975

Hugh H. Gamble
Notary Public
My commission expires MY COMMISSION EXPIRES SEPT. 11, 1976

STATE OF TENNESSEE, COUNTY OF SHELBY:

Before me, the undersigned Notary Public in the State and County aforesaid, personally appeared [redacted]

[redacted] with whom I am personally acquainted and who, upon oath, acknowledged himself to be the [redacted] President of [redacted], the within named bargainor, a corporation, and that he as such [redacted] President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such [redacted] President.

WITNESS my hand and Official Seal at office this day of , 19

 Notary Public
My commission expires

DEED OF TRUST

RECORDING DATA ONLY

Mail Tax Bills to

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 30 minutes A. M. 13th day of Nov. 1975, and that the same has been recorded in Book 193 Page 113 records of REAL ESTATE TRUST DEEDS of said County.

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

Fees \$ 3.50 pd.

SEAL

H. P. Ferguson

CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK
404 PAGE 234
THIS 18th DAY OF Dec. 19 87
H. H. Ferguson
CLERK

Assignment of this Instrument Recorded in
Real Estate TID Book
No. 201 Page 21
This the 10 day of June 19 76
H. H. Ferguson

Assignment of this Instrument Recorded in
Real Estate TID Book
No. 193 Page 171
This the 17 day of Nov. 19 75
H. H. Ferguson Clerk

Y.A. Form 24-6222 (Home Loan)
Revised January 1974. Use Op-
tional Section 1812, Title 24,
U.S.C. Acceptable to Federal
National Mortgage Association.

MISSISSIPPI

DEED OF TRUST

THIS DEED OF TRUST, made and entered into this 11th day of November, 19 75,
by and between Frank Foti and wife Effie Foti

, 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
post-office address at P. O. Box 1389, Jackson, Ms. 39205, 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 283, Section "C", Twin Lakes Subdivision, in Section 6, Township 2 South, Range
8 West, as shown of record in Plat Book 8 at Page 41, 42, and 43 in the office of
the Chancery Clerk of DeSoto County, Mississippi.

Together with (1) Whirlpool Drop-In Cook Top, Model No. RYE7700A,
Serial No. M24245808; one (1) Whirlpool Supreme 100 Dishwasher,
Serial No. 719464; (1) Whirlpool Disposal, Model No. M-Standard
40-0, Serial No. F30250183; one (1) Fedders Central Air Conditioning
Unit, Model No. CEC036D7B, Serial No. DH35094, 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 part of the purchase price of the property described above.

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

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

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

re-recorded
Assignment of this Instrument Recorded in
Real Estate TID Book
No. 254 Page 596
This the 16 day of Jan. 19 80
H. H. Ferguson

Assignment of this Instrument Recorded in
Real Estate TID Book
No. 252 Page 52
This the 8 day of Nov. 19 79
H. H. Ferguson Clerk

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

IN TRUST, HOWEVER, to secure to the Beneficiary named above, the payment of a certain promissory note of even date herewith in the principal sum of Thirty Thousand Dollars (\$30,000.00), with interest from date at the rate of seven & three-fourths per centum (7-3/4%) per annum on the balance remaining from time to time unpaid; principal and interest being payable at the office of Bailey Mortgage Company, P. O. Box 1389 in Jackson, Mississippi 39205, or at such other place as the holder may designate, in writing delivered or mailed to the Grantor, in monthly installments of Two Hundred Fifteen & 10/100 Dollars (\$ 215.10), 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 Beneficiary's option as trustee, shall be refunded to Grantor. If, however, such monthly payments shall not be sufficient to pay such items when the same shall become due and payable, then the Grantor shall pay to the Beneficiary as trustee any amount necessary to make up the deficiency. Such payments shall be made within thirty (30) days after written notice from the Beneficiary stating the amount of the deficiency, which notice may be given by mail. If at any time the Grantor shall tender to the Beneficiary, in accordance with the provisions thereof, the full payment of the entire indebtedness represented thereby, the Beneficiary shall as trustee, in computing the amount of such indebtedness, credit to the account of the Grantor any credit balance remaining under the provisions of (a) of paragraph 2 hereof. If there shall be a default under any of the provisions of this Deed of Trust resulting in a public sale of the premises covered hereby or if the Beneficiary acquires the property otherwise after default, the Beneficiary shall apply,

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Frank Foti
FRANK FOTI
Effie Foti
EFFIE FOTI
906 Choctaw Drive
Walls, Mississippi 38680

STATE OF MISSISSIPPI, }
COUNTY OF DESOTO } ss:

Personally appeared before me Edna E. Camp, the undersigned Notary Public and in and for said County, the within named Frank Foti and Effie Foti, 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 November, 1975.



Edna E. Camp
NOTARY PUBLIC

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock 30 minutes A.M. 13th day of Nov. 1975, and that the same has been recorded in Book 193 Page 115 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 17th day of Nov. 1975.
Fees \$5.50 pd.
SEAL *H. P. Ferguson* CLERK

St Co Cl do wr 19 R or F

ASSUMPTION AGREEMENT

This Agreement made this 24th day of October, 19 75,
by and between Johnny B. Jordan and wife,
Dixie M. Jordan (hereafter "Seller"); Unifirst
Federal Savings and Loan Association (hereafter "Association"); and
Kent F. Coffey and wife, Harriet
S. Coffey (hereafter "Purchaser").

WHEREAS, the Seller is obligated and liable for payment to the
Association of their promissory note in the original principal sum of
\$ 31,000.00 , dated 10-7-74 , which note is secured by a deed
of trust dated 10-7-74 , 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 180 at Page 347 securing the
following described property: Lot 13, Section "A" Revised, Churchwood Estates
S/D
reference to which is hereby made, and the Association now being the owner
and holder of said promissory note and deed of trust; and

925394

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 8.75 percent.

3. That the credit of Purchaser is satisfactory to Association.

4. That the Seller, after having made the October, 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 \$ 30,796.47 , said payments to be made at the principle office of Association in consecutive monthly installments of Two hundred forty three & 88/100 Dollars (\$243.88), on the 1 day of each month beginning November 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 1 day of November, 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 Johnny B. Jordan and wife, Dixie M. Jordan; Kent F. Coffey and wife, Harriet S. Coffey; and Unifirst Federal Savings and Loan Association, by its duly and legally authorized officers, this the 24th day of October, 19 75.

SELLERS:
Johnny B. Jordan
Johnny B. Jordan
Dixie M. Jordan
Dixie M. Jordan

PURCHASERS:
Kent F. Coffey
Kent F. Coffey
Harriet S. Coffey
Harriet S. Coffey

UNIFIRST FEDERAL SAVINGS AND LOAN ASSOCIATION

BY Jim White
Unit Vice Pres. (Title)

BY Jay Bruce
Dr. Loan Underwrite (Title)

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STATE OF MISSISSIPPI
COUNTY OF ~~XXXXX~~ DESOTO

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, Johnny B. Jordan and wife, Dixie M. Jordan, 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 24th day of October, 19 75.

Edna E. Camp
Notary Public



My Commission Expires:
April 9, 1979.

STATE OF MISSISSIPPI
COUNTY OF ~~XXXXX~~ DESOTO

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, Kent F. Coffey and wife, Harriet S. Coffey, 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 24th day of October, 19 75.

Edna E. Camp
Notary Public



My Commission Expires:
April 9, 1979.

STATE OF MISSISSIPPI
COUNTY OF HINDS

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, Jim White and Jeff Smith, who acknowledged that they are Asst. Vice Pres and Sr. Loan Underwriter 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 17th day of November, 19 75.

Eula May Jenkins
Notary Public



My Commission Expires:

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 30 minutes A M. 13th day of Nov. 1975, and that the same has been recorded in Book 193 Page 119 records of REAL ESTATE TRUST DEEDS of said County.

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

Fees \$ 5.50 pd.

SEAL H. P. Ferguson, CLERK

Lot 690, Sec. D., Twin Lakes S/D

STATE OF MISSISSIPPI
COUNTY OF HINDS

ORDER TO CLERK TO CANCEL DEED OF TRUST

TO THE CHANCERY CLERK OF
DESOTO COUNTY, MISSISSIPPI:

You are hereby authorized, directed, instructed and empowered to mark "Fully Paid and Satisfied" and to cancel of record that certain Deed of Trust dated August 26, 1975, and given by Northwest Builders, Inc. to C. B. Henley, Trustee, for the benefit of Bailey Mortgage Company, and which instrument is recorded in Book 189, Page 639, in your office, same having been fully paid and satisfied.

EXECUTED this the 11 day of November, 1975.

BALLEY MORTGAGE COMPANY

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

ATTEST:

William Cook
William Cook, Vice President

STATE OF MISSISSIPPI
COUNTY OF HINDS

This day personally came and appeared before me, the undersigned authority in and for said jurisdiction, Paul J. Salvo and William Cook, Comptroller and Vice President 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 11 day of November, 1975.

Lucille Brown
Notary Public

My Commission Expires:

My Commission Expires Oct. 21, 1976

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 30 minutes A M. 13th day of Nov. 1975, and that the same has been recorded in Book 193 Page 123 records of REAL ESTATE TRUST DEEDS of said County.

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

Fees \$ 2.50 pd.

SEAL H. P. Ferguson CLERK

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

Mtgr. Charles M. and Gloria S. Beale

FNMA No. 123-5340475

STATE OF MISSISSIPPI)
) ss.
COUNTY OF DESOTO)

PHA/VA No. LH 79,863 Miss.

FULL RELEASE OF LIEN

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

Mortgage dated 30th October 1969, executed by CHARLES MARTIN BEALE and wife GLORIA S. BEALE, to COLONIAL SAVINGS & LOAN, in the original principal amount of \$ 20,500.00, said mortgage recorded in Book 113, Page 451, Office of the Judge of Probate Court, DESOTO County, Mississippi; transferred to FEDERAL NATIONAL MORTGAGE ASSOCIATION by COLONIAL SAVINGS & LOAN by Assignment dated 5th December 1969 and recorded in Book 114, Page 189, aforesaid records.

The said Deed of Trust and the indebtedness thereby secured are hereby cancelled, released and discharged.

IN WITNESS WHEREOF, the said FEDERAL NATIONAL MORTGAGE ASSOCIATION has caused this instrument to be executed by David J. Evans its duly authorized Assistant Vice President, this 4th day of November, 1975.

FEDERAL NATIONAL MORTGAGE ASSOCIATION (SEAL)

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



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 4th day of November, 1975.

Vickie G. O'Healey
Notary Public, Georgia at Large
My Commission Expires:
(SEAL)

VICKIE G. O'HEALEY
My commission expires: Sept. 24, 1979

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 30 minutes A M. 13th day of Nov. 1975, and that the same has been recorded in Book 193 Page 124 records of REAL ESTATE TRUST DEEDS of said County.

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

Fees \$ 2.50 pd.

SEAL H. P. Ferguson CLERK

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST

Class C

STATE OF MISSISSIPPI, }
DeSoto County. }

KNOW ALL MEN BY THESE PRESENTS: That Commercial & Industrial Bank
of Memphis, Tennessee the beneficiary, does hereby certify that a certain trust deed
bearing date the 6th day of March 1975, made and executed by Sam Holmes Jr., et ux
of Memphis, Tennessee 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. 184 on page 53
of the Record of Trust Deeds, on the 17th day of March, A. D. 1975, is now fully paid
and satisfied; and I do hereby authorize the Clerk of the Chancery Court of said DeSoto
County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of
said County also as provided by law.

COMMERCIAL & INDUSTRIAL BANK

[Signature]
By: Gary Luzader, Assistant Vice President

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

Personally came and appeared before me, the undersigned authority, Notary Public
in and for County and State aforesaid, Gary Luzader, Assistant Vice President who acknowledged that he signed and
delivered the above and foregoing instrument on the day and date for the purpose therein mentioned.

Given under my hand and seal of office this 6th day of November

[Signature]



LAWRENCE GREENHOOD 37244

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock
30 minutes A. M. 13th day of Nov. 1975, and that the same has been
recorded in Book 193 Page 125 records of REAL ESTATE TRUST DEEDS
of said County.

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

Fees \$2.50 pd.

SEAL [Signature] CLERK

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST

Class C

STATE OF MISSISSIPPI, }
DeSoto County. }

KNOW ALL MEN BY THESE PRESENTS: That Commercial & Industrial Bank
of Memphis, Tennessee the beneficiary, does hereby certify that a certain trust deed
bearing date the 8th day of February 19 74, made and executed by Sam Holmes, Jr.
et ux 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. 171 on page 235
of the Record of Trust Deeds, on the 12th day of February 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.

COMMERCIAL & INDUSTRIAL BANK
By: [Signature] - Asst. V.P.
Gary Luzader, Assistant Vice President

TENNESSEE
STATE OF TENNESSEE }
SHELBY COUNTY }

Personally came and appeared before me, the undersigned authority, Notary Public
in and for County and State aforesaid, Gary Luzader, Assistant Vice Pres. who acknowledged that he signed and
delivered the above and foregoing instrument on the day and date for the purpose therein mentioned.

Given under my hand and seal of office this 6th day of November

[Signature]



STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock
30 minutes A.M. 13th day of Nov. 1975, and that the same has been
recorded in Book 193 Page 126 records of REAL ESTATE TRUST DEEDS
of said County.

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

Fees \$ 2.50 pd.

SEAL [Signature] CLERK

PARTIAL RELEASE

e/f B. P.

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 Deeds of Trust are dated January 7, 1975, and June 23, 1975, Deeds of Trust Book 182, Page 475 /and recorded in and in Book 187, Page 221, 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. 11, 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 Deeds of Trust recorded in Deeds of 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 Deeds of Trust.

WITNESS the signature of the Grantor this, the 10th day of November, 1975.

THE HERNANDO BANK
 Hernando, Mississippi

By [Signature]
 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 10th day of November, 1975.

(SEAL)
NOTARY
My Commission Expires:
My Commission Expires Jan. 7, 1978

Elois M. Brubee
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. 13th day of Nov. 1975, and that the same has been recorded in Book 193 Page 127 records of REAL ESTATE TRUST DEEDS of said County.

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

Fees \$3.50 pd.

SEAL H. P. 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. D. Ferguson

Assignment of this Instrument Recorded in
Real Estate T/D Book
No. 194 Page 358
This the 17 day of Dec 1975
W. D. Ferguson

VA Form 26-6822 (Home Loan)
Revised January 1974. Use Op-
tional Section III, Title 23,
U.S.C. Acceptable to Federal
National Mortgage Association.

MISSISSIPPI

DEED OF TRUST

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

DOUGLAS ELWOOD HAWKINS, and wife, DALE C. HAWKINS

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

WORTMAN AND MANN, INC., a corporation organized
and existing under the laws of the State of Mississippi, having its principal office and
post-office address at P.O. Box 1571, Jackson, Mississippi, hereinafter called the
Beneficiary:

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

Lot 1243 "F" Greenbrook Subdivision, in Section 19, Township 1 South,
Range 7 West, as per plat thereof recorded in plat book 9, pages 46-49
in the office of the Chancery Clerk of DeSoto County, Mississippi

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

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

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

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

Assignment of this Instrument Recorded in
Real Est T/D Book
No. 362 Page 726
This the 14 day of April 1986
H. D. Johnson
D.S.

CANCELLED BY AUTHORITY, RECORDED IN BOOK
2313 PAGE 386
THIS 26 DAY OF Sept 2005
W. E. Davis
By W. E. Davis, CHANCERY CLERK

Real Estate Financing Inc.
Assignment of this Instrument Recorded in
Real Estate T/D Book
No. 533 Page 48
This the 6 day of Feb 1991
W. E. Davis
Clerk
W. E. Davis, Jr.

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

IN TRUST, HOWEVER, to secure to the Beneficiary named above, the payment of a certain promissory note of even date herewith in the principal sum of Thirty Eight Thousand, Nine Hundred Fifty Dollars (\$ 38,950.00, with interest from date at the rate of seven & three-fourths per centum (7-3/4%) per annum on the balance remaining from time to time unpaid; principal and interest being payable at the office of Wortman and Mann, Inc. P.O. Box 1571 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 Seventy Nine Dollars (\$ 279.28), commencing on the first day of January, 1976, 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 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. He will pay all and singular the principal and interest and other sums of money payable by virtue of the note secured hereby and of this lien, at the times and in the manner in said note and hereinafter provided. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one hundred dollars (\$100.00), whichever is less. Prepayment in full shall be credited on the date received. Partial prepayment, other than on an installment due date, need not be credited until the next following installment due date or thirty days after such prepayment, whichever is earlier.

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

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

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

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

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

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

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

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

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

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

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

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

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

If the Grantor shall well and truly keep and perform all the covenants and agreements in this Deed of Trust, and in the note hereby secured and well and truly pay off and discharge the said note and other indebtedness secured hereby, then this conveyance shall be null and void, but otherwise shall remain in full force and effect and at the request of the Beneficiary, the said Trustee, or any successor appointed in his stead, shall sell the premises covered hereby at public auction for cash to the highest and best bidder, during legal hours, at any front door of the county courthouse of JEsoto 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.

Douglas Elwood Hawkins

Douglas Elwood Hawkins

Dale C. Hawkins

Dale C. Hawkins

STATE OF MISSISSIPPI,

COUNTY OF DeSoto

Personally appeared before me Joyce B. Young, the undersigned notary public in and for said County, the within named Douglas Elwood Hawkins and Dale C. Hawkins, 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 November, 1975

Joyce B. Young

Notary Public

My Commission Expires:
January 15, 1977



STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 30 minutes A.M. 13th day of Nov. 1975, and that the same has been recorded in Book 193 Page 129 records of REAL ESTATE TRUST DEEDS of said County.

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

Fees \$5.00 pd.

SEAL *H. P. Ferguson* CLERK

Paid 506 Feb 1981
DeSoto Title Co. Inc. Trustee

Alfred M. Malone
President

Attest: H. D. Ferguson
Chancery Clerk

By D. W. McLean

DEED OF TRUST

This indenture made this 6th day of November, 19 75, between William R. Thornburg and wife, Earlene H. Thornburg 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 \$ 3,185.00 evidenced by one promissory note of even date due and repayable in 60 equal monthly installments of \$ 53.09, and ~~and~~, 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 230 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.

Cecilia Day

William R. Thornburg
Mrs Earlene Thornburg
Grantors

STATE OF TENNESSEE)
COUNTY OF SHELBY)

Personally appeared before me, the undersigned authority of said County and State, the within named William R. Thornburg and wife, Earlene H. Thornburg, 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 6th day of November, 19 75.

Agnes Kestherly
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 15 minutes A M. 13th day of Nov. 1975, and that the same has been recorded in Book 193 Page 133 records of REAL ESTATE TRUST DEEDS of said County.

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

Fees \$ 2.50 pd.

SEAL H. D. Ferguson CLERK

Paid, Satisfied and Cancelled

This 16th day of July 1976

DeSoto Title Co. Inc. Trustee
George S. Whipple
President

Attest:
H. P. Ferguson
Chancery Clerk

DEED OF TRUST

This indenture made this 6th day of November, 1975, between James T. Mashburn and wife, Helen C. Mashburn called First Party, and WALKEM DEVELOPMENT COMPANY OF MISSISSIPPI, INC., called Second Party, WITNESSETH:

WHEREAS, the First Party are indebted to the Second Party in the sum of \$ 5,145.00, evidenced by one promissory note of even date due and repayable in 60 equal monthly installments of \$ 85.75, and ~~one installment of \$xx~~, the first installment due the 1st day of January, 1976, and one installment due monthly thereafter until paid in full.

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

Lot 257 in Section B of Chickasaw Bluff Lakes Subdivision as shown on Plat appearing of record in Plat Book 6, pages 29-34 in the Chancery Court Clerk's office of DeSoto County, Mississippi, to which recorded plat reference is made for a more particular description. Said lot being situated in Section 7, Township 3, Range 9.

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

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

Witness our signatures this the date written above.

Martha Boyer

James T. Mashburn
Helen C. Mashburn
Grantors

STATE OF TENNESSEE)
COUNTY OF SHELBY)

Personally appeared before me, the undersigned authority of said County and State, the within named James T. Mashburn and wife, Helen C. Mashburn, 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 6th day of November, 1975.

Regina 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 15 minutes A M. 13 day of Nov. 1975, and that the same has been recorded in Book 193 Page 134 records of REAL ESTATE TRUST DEEDS of said County.

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

Fees \$ 2.50 pd.

SEAL H. P. Ferguson CLERK

384604

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 Ray Carlisle and Tula Carlisle to FIRST NATIONAL BANK OF MEMPHIS and recorded on Page 227 of Book Number 169 of the Record of Deeds or Deeds of Trust in your office.

This 5 day of Nov., 1975.

THE FIRST NATIONAL BANK OF MEMPHIS

By Marie Jordan

Marie Jordan Operations Officer

STATE OF TENNESSEE)
SHELBY COUNTY) SS

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 5 day of Nov., AD, 1975.

Jessie Stewart
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. 13th day of Nov. 1975, and that the same has been recorded in Book 193 Page 135 records of REAL ESTATE TRUST DEEDS of said County.

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

Fees \$ 2.50 pd.

SEAL H. P. Ferguson CLERK

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Of Memphis

Poppenheimer

RELEASE DEED

WHEREAS, by a certain trust deed dated the 1st day of April, 1965,
Chancery Court Clerk's Office of
and recorded in Book 82, page 489, in the ~~Register's Office of Shelby County, Tennessee~~
DeSoto County, Mississippi, on April 29, 1965; L. H. Poppenheimer

National Bank of Commerce of Memphis, as Trustee
conveyed to for the benefit of J. W. Henley, ~~XXXXXX~~, the real
estate in said trust deed described, for the purpose of securing the payment of an indebtedness evidenced
by notes fully described in said trust deed; and

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

NOW, THEREFORE, in consideration of the premises the undersigned, Lucille Henley, Individu-
ally, and as Trustee of the Estate of James Wilbur Henley, as the legal owner and holder of the notes secured
by said trust deed, acknowledges full payment and satisfaction thereof, and hereby releases and discharges
the lien of said trust deed, and to this end quit claim^s and convey^s unto the said L. H.

Poppenheimer his heirs and assigns all her 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.

Lucille Henley, Individually, and as
The undersigned, Trustee of the Estate of James Wilbur Henley covenants with the
said L. H. Poppenheimer that she is the legal owner and
holder of the notes described in and secured by said trust deed, and that she has the lawful right
to release and discharge the lien thereof.

IN WITNESS WHEREOF the said Lucille Henley, Individually, and as Trustee
for the Estate of James Wilbur Henley
has hereunto set her hand (or caused its corporate name to be signed hereto by and through
its proper officers duly authorized so to do), this the 30th day of September, 1975.

Lucille Henley
Lucille Henley
Lucille Henley Trustee
Lucille Henley, Trustee of the Estate
of James Wilbur Henley

STATE OF TENNESSEE }
County of Shelby }

On this 30th day of September, 1975, before me, a Notary Public in and for
said State and County, duly commissioned and qualified, personally appeared Lucille Henley, Individ-
ually, and as Trustee of the Estate of James Wilbur Henley
described in and who executed the foregoing instrument, and acknowledged that she executed the same
as her free act and deed.

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

Joseph Poppenheimer
Notary Public

My commission expires 28th day of August, 1979.



STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock
no minutes A M. 14th day of Nov. 1975, and that the same has been
recorded in Book 193 Page 136 records of REAL ESTATE TRUST DEEDS
of said County.
Witness my hand and seal this the 17th day of Nov. 1975.
Fees \$ 2.50 pd.
SEAL H. P. Ferguson CLERK

Assignment of this instrument recorded in
Book 137
No. 193 Page 142
This the 17 day of Nov. 1975
H. V. Ferguson Clerk

CONVENTIONAL LOAN
REV. 10-71

DEED OF TRUST

THIS DEED OF TRUST is made this 17th day of November, 1975, among the Trustor, **Lester H. Poppenheimer and wife, Annie M. Poppenheimer**, (herein "Borrower"), **Frances P. Nothern**, (herein "Trustee"), and the Beneficiary, **Leader Federal Savings and Loan Association of Memphis**, a corporation organized and existing under the laws of the United States of America, (herein "Lender").

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

(See Addendum Attached)

TOGETHER, with all the improvements, tenements and appurtenances now or hereafter erected on the property, and all easements, rents, and all fixtures now or hereafter attached to or used in connection with the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Deed of Trust and all the foregoing, together with said property (or the leasehold estate in the event this Deed of Trust is on a leasehold) are herein referred to as the "Property".

TO SECURE to Lender (a) the repayment of the indebtedness evidenced by a certain amortized promissory note of even date herewith (herein "Note") in the principal sum of **One Hundred Sixty Thousand & 00/100 (\$160,000.00)** Dollars, with interest thereon, providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on the **first** day of **October**, 1996; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Deed of Trust, as well as all renewals and the performance of the covenants and agreements of Borrower herein contained; and (b) the repayment of any future advances as hereinafter provided.

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

COVENANTS. Borrower further covenants and agrees as follows:

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

2. **Funds for Taxes and Insurance.** Borrower shall pay to Lender on the day monthly installments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments which may attain priority over this Deed of Trust, and ground rents, if any, plus one-twelfth of yearly premium installments for hazard insurance required under paragraph 5 hereof, all as estimated initially and from time to time by Lender, to be applied by Lender to pay said taxes, assessments, insurance premiums and ground rents. The Funds are pledged as additional security for the sums secured by this Deed of Trust. No earnings or interest shall be payable to Borrower on the Funds. Lender shall have the right to hold the Funds in any manner Lender selects and may commingle the Funds with monies held by Lender.

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

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

4. **Charges, Liens and Service Charges.** Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Deed of Trust, and ground rents, if any, in accordance with paragraph 2 hereof, or if Lender so directs, by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly discharge any lien which has priority over this Deed of Trust.

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

5. **Hazard Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured by insurance carriers satisfactory to Lender against loss by fire, hazards included within the terms "extended coverage", and such other hazards as Lender shall designate and in such amounts and for such periods as Lender shall require. Borrower shall pay all premiums on insurance policies in accordance with paragraph 2 hereof, or, if Lender so directs, by Borrower making payment, when due, directly to the insurance carriers. All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a mortgage clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, and Borrower shall promptly furnish to Lender all renewal notices and all paid-premium receipts. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender, and Lender

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may make Proof of Loss if not made promptly by Borrower. Lender is authorized and empowered to collect and receive insurance proceeds, and to apply the insurance proceeds or any part thereof at Lender's option to the restoration or repair of the Property damaged or to the reduction of the principal of the Note or to the reduction of the principal of Future Advances, if any. Any such application to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments. If under paragraph 12 hereof the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to Lender.

6. **Preservation and Maintenance of Property and Leaseholds.** Borrower shall keep the Property in good repair and shall not permit or commit waste, impairment, or deterioration of the Property and shall comply with the provisions of any lease, if this Deed of Trust is on a leasehold, and with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property. If Borrower fails to keep the property in good repair as required by Lender, Lender who shall have the right of reasonable inspection, may advance funds to make such repairs as it may reasonably deem necessary for the proper preservation thereof with the right in such instances to enter upon the property itself or by and through its agent or representative and may thereafter proceed in accordance with the provisions of paragraph 15; item ii or iii hereof.

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

7. **Protection of Lender's Security.** If Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or if any action or proceeding is commenced which affects the Property or title thereto, or the interest of Lender therein, including, but not limited to, eminent domain, insolvency, code enforcement, and arrangements and proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as Lender deems necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and may thereafter proceed in accordance with the provisions of paragraph 15, item ii or iii hereof.

8. **Condemnation.** All awards, proceeds or damages, direct or consequential, in connection with any condemnation or injury to the Property, or part thereof, or for conveyances in lieu of condemnation, are hereby assigned and shall be paid to Lender to the extent of the sums secured by this Deed of Trust. Lender is hereby authorized in the name of Borrower to execute and deliver valid acquittances thereof and may appeal from any such award. Lender at its option shall apply such awards, proceeds or damages to restoration of the Property or to the reduction of the principal of the Note or to the reduction of the principal of Future Advances, if any. Any such application to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof, or change the amount of such installments.

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

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

11. **Forebearance by Lender Not a Waiver.** Any delay, forbearance, discontinuance or cancellation by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any right or remedy hereunder. All remedies of Lender are distinct and cumulative to any other right or remedy under this Deed of Trust or afforded by law or equity, and may be exercised concurrently or independently.

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

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

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

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

ADDENDUM

Lots 44, 45 and 46, L. H. Poppenheimer's Resubdivision of Lots 4 through 6, and Lots 8 through 24 of the Fourth Addition, Section "A", Whitehaven View Subdivision, and being more particularly described as follows:

Beginning at a point in the east line of Millbranch Road, 80 feet wide, a distance of 236.83 feet northwardly as measured along said east line from its tangent intersection with the north line of Town & Country Drive, said point of beginning being in the north boundary line of the Resubdivision of Lots 4 through 6, and Lots 8 through 24 of the Fourth Addition, Section "A", Whitehaven View Subdivision; thence eastwardly along the north boundary line of said subdivision 140.97 feet the northeast corner of same; thence southwardly along the east boundary line of said subdivision 234.97 feet to a point in the north line of Town & Country Drive; thence westwardly along the north line of said Drive 94.17 feet to a point of curvature; thence to the right along a curve having a radius of 25.00 feet, a distance of 34.89 feet to a point in the east line of Mill Branch Road; thence northwardly along the east line of Mill Branch Road 215.86 feet to the point of beginning.

AMP (Init.)
amp (Init.)

140
surrender to the purchaser of possession of the property, less the expense of obtaining possession and reasonable rents accrued.

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

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

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

- (i) Demand the entire principal debt, advances hereunder and accrued interest and charges;
- (ii) Advance the funds necessary to satisfy the obligation and demand payment thereof within thirty (30) days from date of said demand, together with interest thereon at the maximum legal statutory contract rate, all of which shall be secured by this Deed of Trust.
- (iii) Advance the funds necessary to satisfy the obligation and add the same to the principal debt secured hereby, which advancement shall bear interest at the then maximum legal statutory contract rate, all of which shall be secured by this Deed of Trust.

16. **Substitution of Trustee.** In the event of the death, refusal, or of the inability for any cause, on the part of the Trustee named herein, or of any Successor Trustee, to act at any time when action under the foregoing powers and trust may be required, or for any other reason satisfactory to the Lender, the Lender is authorized either in its own name or through an attorney or attorneys in fact appointed for that purpose by written instrument duly registered, to name and appoint a successor or successors to execute this trust, such appointment to be evidenced by writing, duly acknowledged; and when such writing shall have been registered, the substituted Trustee named therein shall thereupon be vested with all the right and title, and clothed with all the power of the Trustee named herein and such like power of substitution shall continue so long as any part of the debt secured hereby remains unpaid.

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

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

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

20. It is further agreed that if a portion or all of the proceeds of the loan secured hereby is loaned for construction, repairs, improvements or betterments on the above described property, or if any additional advance is made under the provisions hereof and should such construction, repairs, improvements or betterments not be completed according to agreed plans and specifications within eighteen months after the date hereof, or the date of the note evidencing such advance, then all of the remainder of the aforesaid principal sum with all arrearages of interest, and any additional advance made under the provisions hereof with arrearages of interest, taxes, assessments, insurance premiums and sums paid pursuant to the provisions hereof, shall at the option of the said Association, its successors or assigns, become immediately payable and foreclosure may be had as provided herein.

IN WITNESS WHEREOF, we have hereunto signed our names, this 6th day of November

19 75

Lester H. Poppenheimer
Lester H. Poppenheimer
Annie M. Poppenheimer
Annie M. Poppenheimer

STATE OF TENNESSEE,
COUNTY OF SHELBY

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, duly commissioned and qualified, **Lester H. Poppenheimer and wife, Annie M. Poppenheimer** the within named bargainors, with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained.

WITNESS my hand and Notarial Seal, at office this 6th day of November, 1975

J. H. Walt
NOTARY PUBLIC

My commission expires:

4/27/77
SHELBY

Property known as:

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

This instrument was prepared by
~~Leader Federal Savings & Loan Assn. of Memphis~~
Walt, Dyer and James, Attorneys

STATE OF MISSISSIPPI, DESOTO COUNTY

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock no minutes A M. 14th day of Nov. 1975, and that the same has been recorded in Book 193 Page 139 records of REAL ESTATE TRUST DEEDS of said County.

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

Fees \$ 5.00 pd.

SEAL *H. P. Ferguson* CLERK

5.00 pd

ASSIGNMENT OF RENTS
AS ADDITIONAL SECURITY FOR
PAYMENT OF NOTE SECURED BY DEED OF TRUST

THIS ASSIGNMENT made this 6th day of November, 1975,
by and between L. H. POPPENHEIMER and wife, ANNIE POPPENHEIMER,

party of the first part, and
LEADER FEDERAL SAVINGS AND LOAN ASSOCIATION OF MEMPHIS, a Corporation
organized and existing under an Act of Congress of the United States of
America, party of the second part:

WITNESSETH:

That for value received and as additional security for the loan
hereinafter mentioned, the party of the first part hereby transfers,
assigns, and sets over unto the party of the second part, its successors
and assigns all the right title and interest of the party of the first
part in and to all rents, leases both now and in the future, and other
considerations to be realized from the rental of commercial buildings
being constructed, located on the hereinafter described
property and the party of the first part does hereby authorize and empower
party of the second part, its successors and assigns, to collect the
said rents and other considerations as they may become due and does
hereby direct said tenants to pay such rents as shall hereafter become
due to the party of the second part upon demand, it being understood
and agreed, however, that until such demand is made, the party of the
first part is authorized to continue to collect said rents in the same
manner as if this assignment was not in existence.

The term of this assignment shall be until a certain Note and Deed
of Trust of even date herewith executed by parties of the first part to
Frances P. Nothern as Trustee, conveying the said premises hereinafter
described for the purpose of securing to the party of the second part
the sum of One Hundred Sixty Thousand Dollars (\$160,000.00)

shall have been paid in full and
satisfied, and the release of said Deed of Trust shall, likewise, constitute
a release thereof.

Property address:
Prepared by Vineyard, Walt, Dyer & James
158 Madison Avenue
Memphis, Tennessee 38103

This assignment is given as additional security for the payment of the above described indebtedness and the amounts collected hereunder by party of the second part, less the expense of collection, if any, shall be applied on account of taxes on said real estate, insurance premiums and delinquencies of principal and interest thereunder.

Nothing herein shall be construed as making the party of the second part a mortgagee in possession, nor shall party of the second part be liable for laches or failure to collect said rents, and it is understood that party of the second part is to account only for rents actually collected.

It is understood and agreed that neither the existence of this assignment nor the exercise of its privilege to collect said rents shall be construed as a waiver by party of the second part of the right to enforce payment of the debt above mentioned in strict accordance with the terms and provisions of said Note and Deed of Trust for which this assignment is given as additional security.

The real property upon which the commercial buildings are constructed, the rentals for which are hereby pledged and assigned, are described as follows, in the County of DeSoto, State of Mississippi, to-wit:

Lots 44, 45, and 46, L. H. Poppenheimer's Resubdivision of Lots 4 through 6, and Lots 8 through 24, Fourth Addition, Section A, Whitehaven View Subdivision, being more particularly described as follows:

Beginning at a point in the east line of Millbranch Road, 80 feet wide, a distance of 236.83 feet northwardly as measured along said east line from its tangent intersection with the north line of Town & Country Drive, said point of beginning being in the north boundary line of the Resubdivision of Lots 4 through 6, and Lots 8 through 24 of the Fourth Addition, Section A, Whitehaven View Subdivision; thence eastwardly along the north boundary line of said subdivision 140.97 feet to the northeast corner of same; thence southwardly along the east boundary line of said subdivision 234.97 feet to a point in the north line of Town & Country Drive; thence westwardly along the north line of said Drive 94.17 feet to a point of curvature; thence to the right along a curve having a radius of 25.00 feet, a distance of 34.89 feet to a point in the east line of Mill Branch Road; thence northwardly along the east line of Mill Branch Road 215.86 feet to the point of beginning.

EXECUTED the day and year first above written,


L. H. Poppenheimer

Annie Poppenheimer

STATE OF TENNESSEE)

COUNTY OF SHELBY)

On this 6th day of November, 1975, before me, a Notary Public in and for said State and County, at Memphis, duly commissioned and qualified, personally appeared _____

L. H. POPPENHEIMER and wife, ANNIE POPPENHEIMER,

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 the day and year above written.

J. H. West
Notary Public

My Commission expires:

11/21/77

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock no minutes A M. 14th day of Nov. 1975, and that the same has been recorded in Book 193 Page 143 records of REAL ESTATE TRUST DEEDS of said County.

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

Fees \$ 3.50 pd.

SEAL H. P. Ferguson, CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK
210 PAGE 216
THIS 11 DAY OF April 1977
H. B. F. [Signature]
CHANCERY CLERK

Mississippi Bankers Association
UCC Form No. 4
September, 1967

FORM No. 4
DEED OF TRUST AND SECURITY AGREEMENT
Land — Farm Products — Farm Equipment

THIS agreement, this day made and entered into between Charles E. Thayer and wife Janet A. Thayer

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

of the first part, hereinafter designated as the Debtor, whose address is 1244 Brookhaven
(Street)

Southaven, DeSoto, Mississippi 38671
(City) (County) (State)

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

Winn Davis Brown, Jr. Trustee, of the second part,
hereinafter designated as Trustee; and

First National Bank of Southaven, Mississippi,
of the third part, hereinafter designated as the Bank Witnesseth:

THAT WHEREAS, Debtor is justly indebted to Bank in the full sum of Six Hundred Eighty Three 646/100
Dollars (\$ 683.46) evidenced by promissory note of even date here-
with 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:

Eighteen (18) monthly installments of \$37.97 each beginning on
December 13, 1975.

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:

Lot 1205, Section B, Southaven West Subdivision in Section 23, Township 1 South,
Range 8 West as per plat thereof recorded in Plat Book 2, Page 48 in the office
of the Chancery Clerk of DeSoto County, Mississippi.

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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 6th day of November, 1975

FIRST NATIONAL BANK OF SOUTHAVEN
Bank
By [Signature]
Debtor
By [Signature]
Janet A. Thayer

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 Charles E. Thayer and wife, Janet A. Thayer

who severally acknowledged that 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 6th day of November, 1975
[Signature]
NOTARY PUBLIC
My Commission Expires: Nov. 11, 1978



STATE OF MISSISSIPPI
COUNTY OF DeSoto

Personally appeared before me, the undersigned Notary Public in and for the jurisdiction aforesaid,

Terry Prasler, Asst. Vice President
(President—Vice-President—Secretary—Treasurer)
respectively of the above named First National Bank of Hernando, Mississippi
a corporation, who severally acknowledged that for and on behalf of said corporation, they (he) signed, sealed and delivered the above and foregoing deed of trust and security agreement 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, the the 6th day of November, 1975
[Signature]
NOTARY PUBLIC
My Commission Expires: Nov. 11, 1978



STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock no minutes A M. 14th day of Nov. 1975, and that the same has been recorded in Book 193 Page 145 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 17th day of Nov. 1975.
Fees \$ 2.50 pd.
SEAL [Signature] 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 410, 432, 433, 437, 468, 471, 474, 478, 482, 499, 509, 510, 512, 521, 533, 539, 552, 554, 587, 601, 616, 627, 635, 647, 656, and 665, 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 November, 1975.

THE LOMAS & NETTLETON COMPANY

By: Joyce V. Moore
JOYCE V. MOORE, Mortgage Officer



This day personally appeared before me, the undersigned authority of 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 November, 1975.

My commission expires:

June 1, 1977

Harold H. Lamm
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 8 o'clock 55 minutes A M. 14th day of Nov. 1975, and that the same has been recorded in Book 193 Page 148 records of REAL ESTATE TRUST DEEDS of said County.

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

Fees \$ 2.50 pd.

SEAL H. P. Ferguson, CLERK

Mississippi Bankers Association
Form No. 1
(Revised Dec. 1966)
L A N D

CANCELLED BY AUTHORITY RECORDED IN 8081-
218 PAGE 49
THIS 4 DAY OF Dec. 1977
CHANCERY CLERK

DEED OF TRUST LAND

THIS INDENTURE, this day made and entered into between
HARLEY L. ANGLIN and wife, BARBARA K. ANGLIN,
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
FOUR THOUSAND EIGHT HUNDRED NINETY-THREE AND 12/100-----DOLLARS
(\$ 4,893.12) evidenced by one promissory note of even date herewith in favor of
the beneficiary, bearing interest at the rate of ~~XXXXXXXXXX~~ percentum per ~~XXXXXXXXXX~~ annum ~~XXXX~~
as set forth in said promissory note,
providing for the payment of attorney's fees in case of default and being due

and payable as follows, to-wit: in thirty-six (36) monthly installments of
principal and interest in the amount of ONE HUNDRED THIRTY-FIVE AND
92/100 DOLLARS (\$135.92) each, 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.

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 property described below.

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, now or hereafter owe the beneficiary, as hereinafter provided:

NOW, THEREFORE, in consideration of the premises, and the further consideration of Ten Dol-
lars (\$10.00) cash in hand paid by the aforesaid trustee, the receipt of which is hereby acknowledged,
the grantor does hereby convey and warrant unto the said trustee, the property situated in the County
of DeSoto, in Section Twenty (20), Township Two (2), Range Six (6),
State of Mississippi, and more particularly described as follows, to-wit:

Lot 42 of A. E. Allison Subdivision, Section "D", as recorded in Plat
Book 8, Pages 6 - 7, filed 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.

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

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary herein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment of interest as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other covenant herein contained, then and in that event the entire principal sum secured hereby with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, or the owner or holder of said note or notes, be and become at once due and payable, and the trustee herein named, or his successor or successors, shall, at the request of the beneficiary, or at the request of any owner or holder of the note or notes secured hereby, sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid. Such sale shall be made by giving notice of the time, place and terms of sale as required by Section 89-1-55 of the Mississippi Code of 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 Men 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 November 1975.

Harley L. Anglin
 HARLEY L. ANGLIN
Barbara K. Anglin
 BARBARA K. ANGLIN

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 HARLEY L. ANGLIN and wife, BARBARA K. ANGLIN, 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 November, 1975.
 My Commission Expires *May 6, 1978*
James McLenahan, Jr.
 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. 14th day of Nov. 1975, and that the same has been recorded in Book 193 Page 149 records of REAL ESTATE TRUST DEEDS of said County.
 Witness my hand and seal this the 17th day of Nov. 1975.
 Fees \$ 5.00 pd.
 SEAL *H. P. Ferguson, Clerk*

152
CANCELLED BY AUTHORITY RECORDED IN BOOK
325 PAGE 481
THIS 25 DAY OF Oct. 1984
H. G. Ferguson
CHANCERY CLERK

FOR REAL ESTATE, CHATTEL OR BOTH

Albert Lamar Ables and
wife, Grace W. Ables
To DEED OF TRUST
Juanell W. LaPointe
and Marcelle S. Peeler
d/b/a LaPointe-Peeler,
Realtors

THIS INDENTURE, Made this 10th day of November 1975
between Albert Lamar Ables and wife, Grace W. Ables, Party
of the first part,
and Juanell W. LaPointe and Marcelle S. Peeler, Party of the second part,
d/b/a LaPointe-Peeler, Realtors,
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 and 00/100 Dollars (\$4,000)

with interest at the rate of 8% per annum, repayable in 108 monthly installments of \$52.08 each, commencing on the 10th day of December, 1975, with each subsequent and succeeding installment being due on the 10th day of each month thereafter, and the final installment, if not sooner paid, being due and payable on November 10, 1984.

and any further amount that the party of the second part may furnish the party of the first part having agreed to secure the prompt payment of the same when due. Therefore, in consideration of the premises, and of the sum of One Dollar to the party of the first part paid by William H. Austin, Jr., Trustee, the party of the first part has this day granted, bargained, and sold to the said Trustee the following described property, located in the County of DeSoto, and state of Mississippi:

Lot 3052, Section "O", in Southaven West Subdivision on Section 26, Township 1 South, Range 8 West, as shown by the plat recorded in Plat Book 5, Pages 12 and 13, in the office of the Chancery Clerk of said County.

This Deed of Trust is second and subordinate to that certain Deed of Trust of record in Book 116, Page 211, 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 the maturity of 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 OUI signature of the date written above.
Albert Lamar Ables
Grace W. Ables

STATE OF MISSISSIPPI, DeSOTO COUNTY.
Personally appeared before me a notary public
Albert Lamar Ables and wife, Grace W. Ables,
of said County, the within named
who acknowledged that they signed and delivered the foregoing Deed of Trust on the day and year therein mentioned.

Given under my hand and official seal, this 10th day of November 1975
Notary Public

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

STATE OF MISSISSIPPI, DeSOTO COUNTY
I certify that the within instrument was filed for record at 4 o'clock
no minutes P. M. 14th day of Nov. 1975, and that the same has been
recorded in Book 173 Page 152 records of REAL ESTATE TRUST DEEDS
of said County.

Witness my hand and seal this the 17th day of Nov. 1975.
Fees \$2.50 pd.
SEAL H. G. Ferguson, CLERK

16496

AT-301 A-ST
Rev. 10-9-70

MTGR. Stokes Hester
FNMA NO. 123-509614-1
FHA/VA NO. 281-052115-203

STATE OF MISSISSIPPI)
COUNTY OF DeSoto)^{ss.}

FULL RELEASE OF LIEN

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

Deed of Trust made and entered into 12-5-68, by and between James Wallace Tuggle, Jr. and wife, Leola Faye Tuggle, Grantor, Delta Title Company, Trustee, and National Mortgage Company, Beneficiary, in the original principal sum of \$16,800.00 which was filed for record 12-18-68 and recorded 12-20-68 in Book 106, Page 399, DeSoto County, Mississippi; transferred to Federal National Mortgage Association by National Mortgage Company by Assignment dated 12-18-68 and recorded in Book 107, Page 600, 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 21st day of October, 19 75.



FEDERAL NATIONAL MORTGAGE ASSOCIATION
(SEAL)

BY: Robert A. Chambers
Robert A. Chambers, Assistant Vice President

STATE OF GEORGIA)
COUNTY OF FULTON)^{ss.}

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

Witness my signature and official seal this 21st day of October, 19 75.

Quinn Joseph Harris
Notary Public, Georgia at Large
My Commission Expires:
(SEAL) Notary Public, Georgia, State At Large
My Commission Expires Jan. 2, 1979
11/70/478

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 30 minutes P M. 14th day of Nov. 1975, and that the same has been recorded in Book 193 Page 153 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 17th day of Nov. 1975.
Fees \$ 2.50 pd.

SEAL H. P. Ferguson CLERK

PARTIAL RELEASE

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

Lot No. 11, 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 14th day of November, 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 14th day of November, 1975.

(SEAL)
My Commission Expires: Commission Expires May 15, 1978

William H. Gustafson
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, 14th day of Nov. 1975, and that the same has been recorded in Book 193 Page 154 records of REAL ESTATE TRUST DEEDS of said County.

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

Fees 2.50 pd.

SEAL H. P. Ferguson CLERK

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

Position 5

REAL ESTATE DEED OF TRUST FOR MISSISSIPPI

THIS INDENTURE, made and entered into this day, November 13, 1975

(Date)

by and between the undersigned JESSIE L. LOWMAN and wife, ELIZABETH P. LOWMAN,

residing in Walls, DeSoto County, Mississippi, whose post office address is 5045 Caroline Drive, Walls, Mississippi 38680

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

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

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

<u>Date of Instrument</u>	<u>Principal Amount</u>	<u>Annual Rate of Interest</u>	<u>Due Date of Final Installment</u>
November 13, 1975	\$23,410.00	9	November 13, 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 689, 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.

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

FULLY PAID AND SATISFIED, 10/25/75
UNITED STATES OF AMERICA, FARMERS HOME
ADMINISTRATION BY [Signature]
COUNTY SUPERVISOR, PURSUANT TO AUTHORITY
CONTAINED IN 31, F. R. 14109.

H. H. Ferguson, Chaney Club
By M. [Signature]

Subject to the following exceptions:

- (1) The restrictive covenants contained in instrument executed by DeSoto Development Corporation, Owner, filed for record October 9, 1972, in the office of the Chancery Clerk of DeSoto County, Mississippi, and recorded in said office in Plat Book 10, Pages 32 and 33. Further insures that the said restrictive covenants do not contain a reversionary or forfeiture clause, the provisions thereof have not been violated to date, and any future violation thereof will not cause a reversion or forfeiture of the title and will not affect the validity or priority of the lien hereby insured.
- (2) Taxes for the year 1975, not yet due and payable.
- (3) Rights of way for public roads and public utilities.
- (4) Subdivision and zoning regulations in effect in DeSoto County, Mississippi.
- (5) Mechanics and materialmen's lien claims not shown of record.
- (6) Right of Way Instrument executed by DeSoto Development Corporation, Owner, filed in favor of Mississippi Power & Light Co., dated September 5, 1972; a ten foot utility easement along rear lot line as recorded in Book 80, Page 348; and a five foot utility easement along side lot lines as recorded in Book 100, Page 377, both in the office of the Chancery Clerk of DeSoto County, Mississippi.
- (7) Any unrecorded rights of way or easements; and any discrepancies, conflicts, encroachments or shortages in area and boundaries which a current and correct survey would show.

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

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

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

- (1) To pay promptly when due any indebtedness to the Government hereby secured and to indemnify and save harmless the Government against any loss under its insurance of payment of the note by reason of any default by Borrower. At all times when the note is held by an insured holder, Borrower shall continue to make payments on the note to the Government, as collection agent for the holder.
- (2) To pay to the Government such fees and other charges as may now or hereafter be required by regulations of the Farmers Home Administration.
- (3) If required by the Government, to make additional monthly payments of 1/12 of the estimated annual taxes, assessments, insurance premiums and other charges upon the mortgaged premises.
- (4) Whether or not the note is insured by the Government, the Government may at any time pay any other amounts required herein to be paid by Borrower and not paid by him when due, as well as any costs and expenses for the preservation, protection, or enforcement of this lien, as advances for the account of Borrower. All such advances shall bear interest at the rate borne by the note which has the highest interest rate.
- (5) All advances by the Government as described in this instrument, with interest, shall be immediately due and payable by Borrower to the Government without demand at the place designated in the latest note and shall be secured hereby. No such advance by the Government shall relieve Borrower from breach of his covenant to pay. Any payment made by Borrower may be applied on the note or any indebtedness to the Government secured hereby, in any order the Government determined.
- (6) To use the loan evidenced by the note solely for purposes authorized by the Government.

- (7) To pay when due all taxes, liens, judgments, encumbrances, and assessments lawfully attaching to or assessed against the property, including all charges and assessments in connection with water, water rights, and water stock pertaining to or reasonably necessary to the use of the real property described above, and promptly deliver to the Government without demand receipts evidencing such payments.
- (8) To keep the property insured as required by and under insurance policies approved by, delivered to, and retained by the Government.
- (9) To maintain improvements in good repair and make repairs required by the Government; operate the property in a good and husbandmanlike manner; comply with such farm conservation practices and farm and home management plans as the Government from time to time may prescribe; and not to abandon the property, or cause or permit waste, lessening or impairment of the security covered hereby, or, without the written consent of the Government, cut, remove, or lease any timber, gravel, oil, gas, coal, or other minerals except as may be necessary for ordinary domestic purposes.
- (10) To comply with all laws, ordinances, and regulations affecting the property.
- (11) To pay or reimburse the Government for expenses reasonably necessary or incidental to the protection of the lien priority hereof and to the enforcement of or the compliance with the provisions hereof and of the note and any supplementary agreement (whether before or after default), including but not limited to costs of evidence of title to and survey of the property, costs of recording this and other instruments, attorneys' fees, trustees' fees, court costs, and expenses of advertising, selling, and conveying the property.
- (12) Neither the property nor any portion thereof or interest therein shall be leased, assigned, sold, transferred, or encumbered, voluntarily or otherwise, without the written consent of the Government. The Government shall have the sole and exclusive rights as mortgagee hereunder, including but not limited to the power to grant consents, partial releases, subordinations, satisfaction, and no insured holder shall have any right, title or interest in or to the lien or any benefits hereof.
- (13) At all reasonable times the Government and its agents may inspect the property to ascertain whether the covenants and agreements contained herein or in any supplementary agreement are being performed.
- (14) The Government may extend and defer the maturity of and renew and reamortize the debt evidenced by the note or any indebtedness to the Government secured hereby, release from liability to the Government any party so liable thereon, release portions of the property from and subordinate the lien hereof, and waive any other rights hereunder, without affecting the lien or priority hereof or the liability to the Government of Borrower or any other party for payment of the note or indebtedness secured hereby except as specified by the Government in writing.
- (15) If at any time it shall appear to the Government that Borrower may be able to obtain a loan from a production credit association, a Federal land bank, or other responsible cooperative or private credit source, at reasonable rates and terms for loans for similar purposes and periods of time, Borrower will, upon the Government's request, apply for and accept such loan in sufficient amount to pay the note and any indebtedness secured hereby and to pay for any stock necessary to be purchased in a cooperative lending agency in connection with such loan.
- (16) The power to appoint a substitute trustee is hereby granted to the Government and its assigns, to be exercised at any time hereafter, without notice and without specifying any reason therefor, by filing for record in the office where this instrument is recorded an instrument of appointment, whereupon the substitute trustee shall succeed to all the estates, rights, powers, and trusts herein granted to or vested in Trustee, and the former trustee or substitute trustee shall be divested thereof; and notice of the exercise of this power and any requirement of, or right to require, a bond from any trustee hereunder, are hereby waived.
- (17) Default hereunder shall constitute default under any other real estate, or under any personal property or other, security instrument held or insured by the Government and executed or assumed by Borrower, and default under any such other security instrument shall constitute default hereunder.
- (18) SHOULD DEFAULT occur in the performance or discharge of any obligation in this instrument or secured by this instrument, or should any one of the parties named as Borrower die or be declared an incompetent, a bankrupt, or an insolvent, or make an assignment for the benefit of creditors, the Government, at its option, with or without notice, may: (a) declare the entire amount unpaid under the note and any indebtedness to the Government hereby secured immediately due and payable, (b) for the account of Borrower incur and pay reasonable expenses for repair or maintenance of and take possession of, operate or rent the property, (c) upon application by it and production of this instrument, without other evidence and without notice of hearing of said application have a receiver appointed for the property, with the usual powers of receivers in like cases, and (d) authorize and request Trustee to foreclose this instrument and sell the property as provided by law.
- (19) Upon default aforesaid, at the request of the Government, Trustee may foreclose this instrument by advertisement and sale of the property as provided by law, for cash or secured credit at the option of the Government, personal notice of which sale need not be served on Borrower; such sale may be adjourned from time to time without other notice than oral proclamation at the time and place appointed for such sale and correction made on the posted notices; and at such sale the Government and its agents may bid and purchase as a stranger; Trustee at his option may conduct such sale without being personally present, through his delegate authorized by him for such purpose orally or in writing, and Trustee's execution of a conveyance of the property or any part thereof to any purchaser at foreclosure sale shall be conclusive evidence that the sale was conducted by Trustee personally or through his delegate duly authorized in accordance herewith. If the property is situated in two or more counties, the sale may be held in any one of such counties selected by the Government in its sole discretion.
- (20) The proceeds of foreclosure sale shall be applied in the following order to the payment of: (a) costs and expenses incident to enforcing or complying with the provisions hereof, (b) any prior liens required by law or a competent court to be so paid, (c) the debt evidenced by the note and all indebtedness to the Government secured hereby, (d) inferior liens of record required by law or a competent court to be so paid, (e) at the Government's option, any other indebtedness of Borrower owing to or insured by the Government, and (f) any balance to Borrower. In case the Government is the successful bidder at foreclosure or other sale of all or any part of the property, the Government may pay its share of the purchase price by crediting such amount on any debts of Borrower owing to or insured by the Government, in the order prescribed above.

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

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

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

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

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

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

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 11 o'clock and 10 minutes A. M. 14

day of Nov 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 _____

STATE OF MISSISSIPPI

Clerk

COUNTY OF DESOTO

Jessie L. Lowman
Jessie L. Lowman

Elizabeth P. Lowman
Elizabeth P. Lowman

ACKNOWLEDGMENT

Personally appeared before me, the undersigned, a Notary Public in and for said

County and State, the within-named Jessie L. Lowman

and Elizabeth P. Lowman, 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 13th day of November, 19 75.



G. M. Braswell
(Signature)

Notary Public
(Title)

A. H. 5.00 PD

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 11 o'clock 10 minutes A. M. 14 day of Nov. 1975, and that the same has been recorded in Book 193 Page 155 records of REAL ESTATE TRUST DEEDS of said County.

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

Fees \$ 5.00 pd.

SEAL H. P. Ferguson CLERK

Assignment of this instrument Recorded in
Real Estate T D Book
No. 199 Page 633
This the 13 day of May 1975
H. B. Ferguson Clerk

159
Assignment of this instrument Recorded in
Real Estate T D Book
No. 194 Page 253
This the 11 day of Mar 19 75
H. B. Ferguson

VA Form 26-5321 (Home Loan)
Revised January 1974. Use Op-
tional Section 1810, Title 25,
U.S.C. Acceptable to Federal
National Mortgage Association.

MISSISSIPPI

DEED OF TRUST

THIS DEED OF TRUST, made and entered into this 7th day of November, 1975,
by and between

FRED W. BOGGAN and wife, CHERYL P. BOGGAN

, 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
post-office address at 444 North State Street, Jackson, Mississippi, having its principal office and
Beneficiary: hereinafter called the

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

Lot 1255, in Section F, Greenbrook Subdivision, in Section 19, Township 1 South,
Range 7 West, as per plat thereof recorded in Plat Book 9, Page 46, in the office
of the Chancery Clerk of DeSoto County, Mississippi.

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;

CANCELLED BY AUTHORITY RECORDED IN BOOK
294 PAGE 6
THIS 11 DAY OF March 1983
H. B. Ferguson
CHANCERY CLERK

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

IN TRUST, HOWEVER, to secure to the Beneficiary named above, the payment of a certain promissory note of even date herewith in the principal sum of Thirty-Four Thousand and No/100 ----- Dollars (\$ 34,000.00), with interest from date at the rate of Seven and Three-Fourths per centum (7.75%) per annum on the balance remaining from time to time unpaid; principal and interest being payable at the office of Wortman & Mann, Inc., 444 North State Street, in Jackson, Mississippi 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 Forty-Three & 78/100 Dollars (\$ 243.78), commencing on the first day of January, 1976, 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 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. He will pay all and singular the principal and interest and other sums of money payable by virtue of the note secured hereby and of this lien, at the times and in the manner in said note and hereinafter provided. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one hundred dollars (\$100.00), whichever is less. Prepayment in full shall be credited on the date received. Partial prepayment, other than on an installment due date, need not be credited until the next following installment due date or thirty days after such prepayment, whichever is earlier.

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

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

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

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

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

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

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

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

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

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

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

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

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

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


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

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

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

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


Fred W. Boggan


Cheryl P. Boggan

STATE OF MISSISSIPPI,
COUNTY OF DESOTO

Personally appeared before me Bobbie M. Braswell, the undersigned Notary Public in and for said County, the within named Fred W. Boggan and Cheryl P. Boggan, his wife, who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and seal this 7th day of November, 1975.


Notary Public



STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 11 o'clock 10 minutes A. M. 14th day of Nov. 1975, and that the same has been recorded in Book 193 Page 159 records of REAL ESTATE TRUST DEEDS of said County.

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

Fees \$5.00 pd.

SEAL  CLERK

195 PAGE 596
THIS 3 DAY OF Feb 1976
H. B. Ferguson
CHANCERY CLERK

TRUST DEED

THIS INDENTURE, made this the 27th day of October, 1975, between DENNIS W. KOSKELIN and DIANNE L. KOSKELIN, Party of the First Part, and WILLIAM S. BERRYMAND and wife, VIRGINIA L. BERRYMAN, Party of the Second Part,

WITNESSETH, that whereas, said party of the first part, being indebted to the said party of the second part in the sum of FIVE HUNDRED NINETY-EIGHT and 54/100 DOLLARS (\$598.54), with interest from date at the rate of Eight percent (8%) per annum. The said principal sum and all accrued interest shall be due and payable on or before three (3) months from date, 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 298, Section C, Twin Lakes Subdivision, in Section 6, Township 2 South, Range 8 West, as per plat thereof recorded in Plat Book 8, Pages 41, 42 and 43, in the office of the Chancery Clerk of DeSoto County, Mississippi.

This Deed of Trust is second and subordinate to that certain Deed of Trust of record in Book 154, Page 30, 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 signature the date written above.

Dennis W. Koskelin
DENNIS W. KOSKELIN

STATE OF VIRGINIA
COUNTY OF CHESTERFIELD

Dianne L. Koskelin
DIANNE L. KOSKELIN

Before me, a Notary Public for said jurisdiction, this day personally appeared the above named DENNIS W. KOSKELIN, 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 of office, this the 4th day of Nov, 1975.

My Commission Expires: 7-15-79 Row R. Frank
NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF DESOTO

Before me, a Notary Public for said jurisdiction, this day personally appeared the above named DIANNE L. KOSKELIN, who acknowledged that she signed and delivered the foregoing Deed of Trust on the day and year therein mentioned.

GIVEN UNDER MY HAND and official seal of office, this the 27th day of Oct, 1975.

My Commission Expires: August 24, 1979
NOTARY PUBLIC

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 11 o'clock 10 minutes A.M. 14th day of Nov. 1975, and that the same has been recorded in Book 193 Page 163 records of REAL ESTATE TRUST DEEDS of said County.

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

Fees \$ 2.50 pd.

SEAL H. B. Ferguson CLERK

Lot 671, Section D, Twin Lakes Subdivision

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 em-
powered to mark "Fully Paid and Satisfied" and to cancel of
record that certain Deed of Trust dated June 11, 1975, and
given by P-Y, Inc. to C. B. Henley, Trustee for the benefit
of Bailey Mortgage Company, and which instrument is recorded
in Book 187, Page 3, in your office, same having been fully
paid and satisfied.

EXECUTED this the 11 day of November, 1975.

BAILEY MORTGAGE COMPANY

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



ATTEST:

William Cook
William Cook, Vice President

STATE OF MISSISSIPPI
COUNTY OF HINDS

This day personally came and appeared before me, the
undersigned authority in and for said jurisdiction, Paul J.
Salvo and William Cook, Comptroller and Vice President 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 11 day
of November, 1975.



Lucille Brown
Notary Public

My Commission expires:

My Commission Expires Oct. 31, 1978

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 11 o'clock
10 minutes A M. 14th day of Nov. 1975, and that the same has been
recorded in Book 193 Page 164 records of REAL ESTATE TRUST DEEDS
of said County.

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

Fees \$ 2.50 pd.

SEAL H. P. Ferguson, CLERK

Lot 718, Section D, Twin Lakes Subdivision

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 May 28, 1975, and given by Amcon International, Inc. to C. B. Henley, Trustee for the benefit of Bailey Mortgage Company, and which instrument is recorded in Book 186, Page 293, in your office, same having been fully paid and satisfied.

EXECUTED this the 11 day of November, 1975.



BAILEY MORTGAGE COMPANY

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

ATTEST:

William Cook
William Cook, Vice President

STATE OF MISSISSIPPI
COUNTY OF HINDS

This day personally came and appeared before me, the undersigned authority in and for said jurisdiction, Paul J. Salvo and William Cook, Comptroller and Vice President 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 11 day of November, 1975.



Lucille Brown
Notary Public

My Commission Expires:

My Commission Expires Oct. 31, 1978

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 11 o'clock 10 minutes A. M. 14th day of Nov. 1975, and that the same has been recorded in Book 193 Page 165 records of REAL ESTATE TRUST DEEDS of said County.

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

Fees \$ 2.50 pd.

SEAL H. P. Ferguson, CLERK

STATE OF MISSISSIPPI, }
DeSoto County. ss.

KNOW ALL MEN BY THESE PRESENTS: That Bank of Mississippi
of Olive Branch, Miss. the beneficiary, does hereby certify that a certain trust deed
bearing date the 13th day of March 19 73, made and executed by Archie B. Baldwin and
wife, Barbara F. Baldwin 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. 155 on page 384
of the Record of Trust Deeds, on the 15th day of March, A. D. 19 73, is now fully paid
and satisfied; and I do hereby authorize the Clerk of the Chancery Court of said DeSoto
County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of
said County also as provided by law.

Bank of Mississippi, Olive Branch, Miss.

Peggy Mitchell

STATE OF MISSISSIPPI, }
DeSoto County. ss.

Personally came and appeared before me, the undersigned authority A. H. Ferguson
in and for County and State aforesaid, Peggy Mitchell who acknowledged that he signed and
delivered the above and foregoing instrument on the day and date for the purpose therein mentioned.

Given under my hand and seal of office this 14th day of December A. D. 19 75



A. H. Ferguson
Notary Public, State of Mississippi
My Comm. Expires Nov. 8, 1976

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock
no minutes A. M. 17th day of Nov. 1975, and that the same has been
recorded in Book 193 Page 166 records of REAL ESTATE TRUST DEEDS
of said County.

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

Fees \$ 2.50 pd.

SEAL A. H. Ferguson CLERK

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 P87, 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:

Lots 413 and 466, Section C, EASTOVER SUBDIVISION in Section 29, Township 1 South, Range 6 West as per plat thereof recorded in Plat Book 12, pages 39-40 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 7th day of November, 1975.

WORTMAN & MANN, INC.

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

ATTEST:

Ray Miller
Ray Miller, 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 7th day of November, 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 no o'clock no minutes A M. 17th day of Nov. 1975, and that the same has been recorded in Book 193 Page 167 records of REAL ESTATE TRUST DEEDS of said County.

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

Fees \$ 2.65 pd.

SEAL H. P. Ferguson CLERK

Lot 78, Section B, Hernando Estates

AUTHORITY TO CANCEL

TO THE CHANCERY CLERK OF DeSoto COUNTY, MISSISSIPPI

You are hereby authorized and requested to enter satisfaction & Renewal Deed of Trust of and cancel of record a certain Deed of Trust/ executed by Ben Smith Engineering Company to Rowan H. Taylor, Trustee, Wortman & Mann, Inc. and recorded in Book 177/ at Pages 101/ of the Records of Deeds or Deeds of Trust in your office.

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

Doral 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 no minutes A.M. 17th day of Nov. 1975, and that the same has been recorded in Book 193 Page 168 records of REAL ESTATE TRUST DEEDS of said County.

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

Fees \$2.50 pd.

SEAL H. P. Ferguson, CLERK

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

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 exe-
cuted by Wilson Clarence Carnes, Jr. and wife, Deborah Posey Carnes, to DELTA
TITLE COMPANY, Trustee, for the benefit of National Mortgage
Company, a Tennessee Corporation, dated October 27, 1975,
securing a note in the sum of \$ 34,650.00, recorded in Book 192,
Page 507, of the office of the Chancery Clerk of DeSoto
County, Mississippi, together with the indebtedness secured thereby.

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

The undersigned covenants that the original Note secured by said
Deed of Trust and assigned by this instrument is in the principal
amount of \$ 34,650.00, plus interest at the rate of 7-1/2% per
annum, the first monthly installment being due the first day of
December, 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 7th
day of November, 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 7th day of
November, 1975.

Justell Conbe
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
no minutes A. M. 17th day of Nov. 1975, and that the same has been
recorded in Book 193 Page 169 records of REAL ESTATE TRUST DEEDS
of said County.

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

Fees \$ 2.50 pd.

SEAL H. P. Ferguson CLERK

170

SIDNEY KATZ, ATTORNEY
NATIONAL MORTGAGE COMPANY
4001 KNIGHT ARNOLD ROAD
MEMPHIS, TENN. 38118

MISSISSIPPI
ASSIGNMENT OF DEED OF TRUST

PREPARED BY
SIDNEY KATZ, ATTY.
4001 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 exe-
cuted by Thomas B. Seever and wife, Marcia D. Seever, to DELTA TITLE
COMPANY, Trustee, for the benefit of National Mortgage
Company, a Tennessee Corporation, dated October 17, 1975,
securing a note in the sum of \$ 25,950.00, re-recorded in Book 192,
Page 563, recorded in Book 192,
Page 241, 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 \$ 25,950.00, plus interest at the rate of 7-3/4% per
annum, the first monthly installment being due the first day of
December, 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 10th
day of November, 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 10th day of
November, 1975.

My Commission Expires Sept. 13, 1977

Judith Combs
NOTARY PUBLIC

2/71/226



STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock
no minutes A. M. 17th day of Nov. 1975, and that the same has been
recorded in Book 193 Page 170 records of REAL ESTATE TRUST DEEDS
of said County.

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

Fees \$ 2.50 pd.

SEAL *H. P. Ferguson* CLERK

Mississippi

ASSIGNMENT OF DEED OF TRUST

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

GOVERNMENT NATIONAL MORTGAGE ASSOCIATION, ATLANTA, GEORGIA,

that certain Deed of Trust executed by

FRANK FOTI and wife, EFFIE FOTI

to C. B. Henley, Trustee, for the benefit of Bailey Mortgage Company, dated November 11, 1975, securing a note in the sum of \$30,000.00 recorded in Book 193, Page 115, 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 11th day of November, 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 11th day of November, 1975.

Dwight Brown
NOTARY PUBLIC

My Commission Expires Oct. 31, 1978

BMC-14

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 50 minutes A M. 13th day of Nov. 1975, and that the same has been recorded in Book 193 Page 171 records of REAL ESTATE TRUST DEEDS of said County.

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

Fees \$ 2.50 pd.

SEAL *H. P. Ferguson* CLERK

172

This Instrument Prepared By: M. Louder
Associates Capital, Corp.
4359 Elvis Presley Blvd.
Memphis, TN 38116

FULL RELEASE OF TRUST DEED

The undersigned hereby declares that it was the true and lawful holder and owner at the time of payment of the entire indebtedness fully described in and secured by a Trust Deed from Woodruff, Harold J. and wife, Thelma L. Woodruff to Richard Dance, Trustee, of record in Book No. 155, Page 222 of the Register's Office for De Soto County, ~~Tennessee~~ ^{Mississippi} to which reference is here made, and hereby acknowledges the payment in full of said indebtedness and the satisfaction and discharge of said Deed of Trust.

In Witness Whereof, it has caused this instrument to be executed on this the 6th day of November, 1975.

ASSOCIATES CAPITAL, CORP.
By: J. M. Howard
J. M. Howard, Vice President

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, Carolyn J. Walling, a Notary Public in and for said County and State, J. M. Howard, with whom I am personally acquainted and who, upon oath, acknowledged himself to be Vice President of the Associates Capital, Corp. the within named bargainor, a corporation, and that he as such Vice President being authorized to do so, executed the foregoing instrument for the purpose therein contained, by signing the name of the Corporation by himself as Vice President.

Witness my hand and official seal at office on this the 6th day of November, 1975.

Carolyn J. Walling
Notary Public

My Commission expires 7-24-77

ACC-CCC-70

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock no minutes A. M. 17th day of Nov. 1975, and that the same has been recorded in Book 193 Page 172 records of REAL ESTATE TRUST DEEDS of said County.

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

Fees \$ 2.50 pd.

SEAL H. P. Ferguson, CLERK

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST

Class C

STATE OF MISSISSIPPI, } ss.
DeSoto County.

KNOW ALL MEN BY THESE PRESENTS: That O. D. BRATTON AND JAMES W. CARTWRIGHT

of Memphis, Tennessee the beneficiary, does hereby certify that a certain trust deed

bearing date the 7th day of July 19 70, made and executed by R & H IRON WORKS

(Earl Ray, Jr. and John W. Hulvey) Memphis, Tennessee to O. D. BRATTON AND JAMES W. CARTWRIGHT

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. 118 on page 477

of the Record of Trust Deeds, on the 14th day of July 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.

[Signature]
O. D. Bratton
[Signature]
James W. Cartwright

STATE OF MISSISSIPPI, } ss.
DeSoto County.

Personally came and appeared before me, the undersigned authority Notary Public

O. D. Bratton and James W. Cartwright

in and for County and State aforesaid, who acknowledged that he signed and

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

Given under my hand and seal of office this 12th day of November A. D. 19 75



[Signature]
Paul J. McQuiston, Jr.

My Commission Expires June 1, 1978

LA 1975-3-32544

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 Nov. 1975, and that the same has been recorded in Book 193 Page 173 records of REAL ESTATE TRUST DEEDS of said County.

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

Fees 2.50 pd.

SEAL *[Signature]* CLERK

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST

Class C

STATE OF MISSISSIPPI, }
DeSoto County. }

KNOW ALL MEN BY THESE PRESENTS: That Miles Homes of Mississippi, Inc.
of Minneapolis, Minnesota the beneficiary, does hereby certify that a certain trust deed
bearing date the 4th day of July 19 73, made and executed by Granville T. Scott
and wife, Linda B. Scott Hernando, Miss. to Miles Homes of Miss, 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. 165 on page 348
of the Record of Trust Deeds, on the 10th day of September, A. D. 19 73, is now fully paid
and satisfied; and I do hereby authorize the Clerk of the Chancery Court of said DeSoto
County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of
said County also as provided by law.

Eileen Chrysler
Eileen Chrysler, Assistant Secretary
by John Zubrzycki
John Zubrzycki, Vice President
Miles Homes of Mississippi, Inc.



No. 180514—Certificate of Acknowledgment—By Corporation

Miller-Davis Co., Minneapolis, Minn.

State of MINNESOTA }
County of Hennepin }
On this 11th day of November, 19 75,
before me, a Notary public within and for said County personally appeared
John Zubrzycki and Eileen Chrysler
to me personally known, who, being each by me duly sworn did say that they are respectively
the Vice - President and the Assistant Secretary of
MILES HOMES OF MISSISSIPPI, INC. the corporation named in the
foregoing instrument, and that the seal affixed to said instrument is the corporate seal of said corporation,
and that said instrument was signed and sealed in behalf of said corporation by authority of its Board
of Directors and said John Zubrzycki and
Eileen Chrysler acknowledged said instrument to be the free act and deed of said
corporation.
DRAFTED BY:
E. Edward Orwell, Attorney
4500 Lyndale Avenue North
Minneapolis, Minnesota 55412
Notary Public E. E. ORWELL
My commission expires 19



STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 2 o'clock
00 minutes P.M. 17 day of Nov. 1975, and that the same has been
recorded in Book 193 Page 174 records of REAL ESTATE TRUST DEEDS
of said County.
Witness my hand and seal this the 19 day of Nov 1975.
Fees \$ 2.50 pd.
SEAL H. P. Ferguson CLERK

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

DEED OF TRUST LAND

THIS INDENTURE, this day made and entered into between CHARLES A. WILLIAMS
AND WIFE, CHARLOTTE A. WILLIAMS

of the first part, hereinafter designated as the Grantor,

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

KELLY LAND & INVESTMENT, INC., of the third part, hereinafter designated as the Beneficiary.
A Mississippi Corporation

WITNESSETH: That whereas the Grantor is justly indebted to the beneficiary in the full sum of
FIVE THOUSAND SEVEN HUNDRED AND NO/100----- DOLLARS
(\$ 5,700.00) 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
November 15, 1975 providing for the payment of attorney's fees in case of default and being due
and payable as follows, to-wit:

Repayable in 180 equal monthly installments of \$61.26 each,
the first of said installments being due and payable on or before the
15th day of December, 1975, with a like installment due on or before
the 15th day of each successive month thereafter until paid in full.

CAW
CAW

Grantor herein reserves the right to prepay this note at anytime
without penalty/in part or in full, with interest chargeable only to date of prepayment
on principal paid.

CAW
CAW

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

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

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

Lot 13, Stonewall Farms Subdivision, located in Section 32,
Township 2 South, Range 5 West, DeSoto County, Mississippi,
and more particularly described in plat of said subdivision
recorded in Plat Book 14, Page 1, in the office of the
Chancery Clerk of DeSoto County, Mississippi.

CANCELLED BY AUTHORITY RECORDED IN BOOK
227 PAGE 415
THIS 29 DAY OF June 19 78
H. B. Ferguson
CHANCERY CLERK

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

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary herein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment of interest as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other covenant herein contained, then and in that event the entire principal sum secured hereby with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, or the owner or holder of said note or notes, be and become at once due and payable, and the trustee herein named, or his successor or successors, shall, at the request of the beneficiary, or at the request of any owner or holder of the note or notes secured hereby, sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid. Such sale shall be made by giving notice of the time, place and terms of sale as required by Section 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 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 the rendering of the whole or any portion of any of the taxes aforesaid upon the trustee or the beneficiary, or upon the payment 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 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 said sale as if a stranger to this instrument.

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

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

IN TESTIMONY WHEREOF, witness the signature of the grantor this the 11th day of November 19 75.

Charles A. Williams
 CHARLES A. WILLIAMS
Charlotte A. Williams
 CHARLOTTE A. WILLIAMS

STATE OF MISSISSIPPI,
 COUNTY OF DESOTO

This day personally appeared before me, the undersigned authority, in and for the State and County aforesaid, the within named CHARLES A. WILLIAMS AND WIFE, CHARLOTTE A. WILLIAMS who severally acknowledged that they

signed and delivered the above and foregoing deed of trust on the day and year therein mentioned.

Given under my hand and official seal, this the 11th day of November 19 75.
 My Commission Expires: *June 6 1976*
[Signature]
 Notary Public

ASSIGNMENT OF DEED OF TRUST

For and in consideration of the sum of \$1.00 and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby assign, set over, and transfer unto CITIZENS BANK, Byhalia, Mississippi, all right, title and interest in and to this Deed of Trust.

This the 11th day of November, 1975.

KELLY LAND & INVESTMENT, INC.

By: C. W. Kelly
C. W. KELLY, PRESIDENT

STATE OF MISSISSIPPI
COUNTY OF DESOTO

This day personally appeared before me, the undersigned authority of law in and for the jurisdiction aforesaid, the within named C. W. KELLY, PRESIDENT of KELLY LAND & INVESTMENT, INC., a Mississippi Corporation, who acknowledged that he signed and delivered the above and foregoing Assignment of Deed of Trust on the day and date therein mentioned as the act and deed of said corporation, after first being duly authorized so to do.

GIVEN under my hand and official seal of office this the 11th day of November, 1975.

Linda C. Perry
Notary Public



My commission expires: Nov 24, 1978

OF TRUST

Trustee	18, 1975	Clerk	
	A. M.		
Chancery Court			
Deed of Trust was filed for	at 8 o'clock A. M., on	19 75	day of
	on page		
	in my office.		
	at seal of office, this	19	
		Clerk	
		D. C.	

5.00 pd

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 8 o'clock 40 minutes A. M. 18 day of Nov. 1975, and that the same has been recorded in Book 193 Page 475 records of REAL ESTATE TRUST DEEDS of said County.

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

Fees \$5.00 pd.

SEAL H. P. Ferguson, CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK
336 PAGE 599
THIS 22 DAY OF April 1985
H. D. Ferguson
CHANCERY CLERK
DS

179

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 CHARLES A. WILLIAMS
AND WIFE, CHARLOTTE A. WILLIAMS

of the first part, hereinafter designated as the Grantor,

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

KELLY LAND & INVESTMENT, INC.
a Mississippi Corporation of the third part, hereinafter designated as the Beneficiary.

WITNESSETH: That whereas the Grantor is justly indebted to the beneficiary in the full sum of
FIVE THOUSAND SEVEN HUNDRED AND NO/100----- DOLLARS
(\$ 5,700.00) 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
November 15, 1978 providing for the payment of attorney's fees in case of default and being due
and payable as follows, to-wit:

Repayable in 180 equal monthly installments of \$61.26 each, the first of said
installments being due on or before the 15th day of December 15 1975, with a
like sum due on the 15th day of each successive month thereafter until paid
in full.

This note is prepayable without penalty/in part or in full, with interest
chargeable only to date of prepayment on principal paid.

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

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

COUNTY OF DESOTO

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

Lot 12, Stonewall Farms Subdivision, located in Section 32,
Township 2 South, Range 5 West, DeSoto County, Mississippi,
and more particularly described in plat of said subdivision
recorded in Plat Book 14, Page 1, in the office of the
Chancery Clerk of DeSoto County, Mississippi.

Copyright Mississippi Bankers Association

CANCELLED BY AUTHORITY RECORDED IN BOOK
336 PAGE 600
22 DAY OF April 1985
H. D. Ferguson
CHANCERY CLERK DS

CANCELLED BY AUTHORITY RECORDED IN BOOK
336 PAGE 279
THIS 22 DAY OF April 1985
H. D. Ferguson
CHANCERY CLERK DS

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

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

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

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

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

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

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

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

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

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

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

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

IN TESTIMONY WHEREOF, witness the signature of the grantor this the 11th day of November, 1975.

Charles A. Williams
 CHARLES A. WILLIAMS
Charlotte A. Williams
 CHARLOTTE A. WILLIAMS

STATE OF MISSISSIPPI
 COUNTY OF DESOTO

This day personally appeared before me, the undersigned authority, in and for the State and County aforesaid, the within named CHARLES A. WILLIAMS AND WIFE, CHARLOTTE A. WILLIAMS who severally acknowledged that they

signed and delivered the above and foregoing deed of trust on the day and year therein mentioned.

Given under my hand and official seal, this the 11th day of November, 1975.
 My Commission Expires: *June 1976*
[Signature]
 Notary Public

ASSIGNMENT OF DEED OF TRUST

For and in consideration of the sum of \$1.00 and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby assign, set over, and transfer unto CITIZENS BANK, Byhalia, Mississippi, all right, title and interest in and to this Deed of Trust.
This the 11th day of November, 1975.

KELLY LAND & INVESTMENT, INC.

By: C. W. Kelly
C. W. KELLY, PRESIDENT

STATE OF MISSISSIPPI
COUNTY OF DESOTO

This day personally appeared before me, the undersigned authority of law in and for the jurisdiction aforesaid, the within named C. W. KELLY, PRESIDENT of KELLY LAND & INVESTMENT, INC., a Mississippi Corporation, who acknowledged that he signed and delivered the above and foregoing Assignment of Deed of Trust on the day and date therein mentioned as the act and deed of said corporation, after first being duly authorized so to do.

GIVEN under my hand and official seal of office this the 11th day of November, 1975.



Linda C. Kelly
Notary Public

OF TRUST

Trustee _____, 19 75
Book _____, M. _____
Chancery Court
Deed of Trust was filed for _____
_____ o'clock _____ M., on _____
_____ day of _____
_____ 19 _____ on page _____
_____ in my office _____
_____ and seal of office, this _____
_____ 19 _____
Clerk _____
D. C. _____
AN BROTHERS _____

50070

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 8 o'clock 40 minutes A. M. 18 day of Nov. 1975, and that the same has been recorded in Book 193 Page 179 records of REAL ESTATE TRUST DEEDS of said County.

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

Fees \$5.00 pd.

SEAL H. P. Ferguson, CLERK

Mississippi Bankers Association
Form No. 1
(Revised Dec. 1966)
LAND

CANCELLED BY AUTHORITY RECORDED IN BOOK
374 PAGE 1
THE 27 DAY OF Aug 19 86
H. D. Johnson
CLERK DS

DEED OF TRUST LAND

THIS INDENTURE, this day made and entered into between BETTYE H. WILSON

of the first part, hereinafter designated as the Grantor,

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

KELLY LAND & INVESTMENT, INC., of the third part, hereinafter designated as the Beneficiary.
A MISSISSIPPI CORPORATION

WITNESSETH: That whereas the Grantor is justly indebted to the beneficiary in the full sum of FIVE THOUSAND SEVEN HUNDRED AND NO/100-----DOLLARS (\$ 5,700.00) 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 November 15, 1975, providing for the payment of attorney's fees in case of default and being due and payable as follows, to-wit:

Repayable in 180 equal monthly installments of \$61.26 each, the first of said installments being due on the 15th day of December, 1975, with a like amount due on the 15th day of each succeeding month thereafter until paid in full.

This note shall be prepayable ^{in part or in full} without penalty, with interest chargeable only to date of prepayment on principal paid.

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

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

COUNTY OF DESOTO

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

Lot 4, Stonewall Farms Subdivision, located in Section 32, Township 2 South, Range 5 West, DeSoto County, Mississippi, and more particularly described in plat of said subdivision recorded in Plat Book 14, Page 1, in the office of the Chancery Clerk of DeSoto County, Mississippi.

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

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary herein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment of interest as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other covenant herein contained, then and in that event the entire principal sum secured hereby with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, or the owner or holder of said note or notes, be and become at once due and payable, and the trustee herein named, or his successor or successors, shall, at the request of the beneficiary, or at the request of any owner or holder of the note or notes secured hereby, sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid. Such sale shall be made by giving notice of the time, place and terms of sale as required by Section 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 or upon the rendering by 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 to the date of the maturity of the interest 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 19 75.

Betty H. Wilson
 BETTYE H. WILSON

STATE OF MISSISSIPPI, TEXAS
 COUNTY OF _____, DALLAS

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

who severally acknowledged that she

signed and delivered the above and foregoing deed of trust on the day and year therein mentioned.

Given under my hand and official seal, this the 3rd day of November, 19 75.

My Commission Expires: June 1, 1977

Betty J. Wells
 Betty J. Wells
 Notary Public



ASSIGNMENT OF DEED OF TRUST

For and in consideration of the sum of \$1.00 and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby assign, set over, and transfer unto CITIZENS BANK, Byhalia, Mississippi, all right, title and interest in and to this Deed of Trust.

This the 3rd day of November, 1975.

KELLY LAND & INVESTMENT, INC.

By: [Signature] C. W. KELLY, PRESIDENT

STATE OF MISSISSIPPI
COUNTY OF DESOTO

This day personally appeared before me, the undersigned authority of law in and for the jurisdiction aforesaid, the within named C. W. KELLY, PRESIDENT of KELLY LAND & INVESTMENT, INC., a Mississippi Corporation, who acknowledged that he signed and delivered the above and foregoing Assignment of Deed of Trust on the day and date therein mentioned as the act and deed of said corporation, after first being duly authorized so to do.

GIVEN under my hand and official seal of office this the 3rd day of November, 1975.



[Signature] Linda C. Perry
Notary Public

My commission expires:

Nov 21, 1975

OF TRUST

Trustee

12 19 75

A. M.

Chancery Court

of Trust was filed for

8 o'clock A. M., on

12 19 75

day of

1975

in my office.

at of office, this

19

Clerk

D. C.

OTHERS

5.00

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 8 o'clock 40 minutes A. M. 18 day of Nov. 1975, and that the same has been recorded in Book 193 Page 183 records of REAL ESTATE TRUST DEEDS of said County.

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

Fees \$5.00 pd.

SEAL [Signature] CLERK

ORIGINAL FILED BY AUTOMATICALLY RECORDED IN BOOK 336 PAGE 278
22 DAY OF April 1985
H. D. Ferguson
CHANCERY CLERK
DS

187

Mississippi Bankers Association
Form No. 1
(Revised Dec. 1954)
LAND

DEED OF TRUST LAND

THIS INDENTURE, this day made and entered into between BETTYE H. WILSON

of the first part, hereinafter designated as the Grantor,

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

KELLY LAND & INVESTMENT, INC. of the third part, hereinafter designated as the Beneficiary.
A MISSISSIPPI CORPORATION

WITNESSETH: That whereas the Grantor is justly indebted to the beneficiary in the full sum of FIVE THOUSAND SEVEN HUNDRED AND NO/100-----DOLLARS (\$ 5,700.00) 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 November 15, 1975, 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 180 equal monthly installments of \$61.26 each, the first of said installments being due on the 15th day of December, 1975, with a like amount due on the 15th day of each succeeding month thereafter until paid in full.

This note shall be prepayable ^{in part or in full} without penalty, with interest chargeable only to date of prepayment on principal paid.

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

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

COUNTY OF DESOTO

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

Lot 14, Stonewall Farms Subdivision, located in Section 32, Township 2 South, Range 5 West, DeSoto County, Mississippi, and more particularly described in plat of said subdivision recorded in Plat Book 14, Page 1, in the office of the Chancery Clerk of DeSoto County, Mississippi.

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

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary herein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment of interest as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other covenant herein contained, then and in that event the entire principal sum secured hereby with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, or the owner or holder of said note or notes, be and become at once due and payable, and the trustee herein named, or his successor or successors, shall, at the request of the beneficiary, or at the request of any owner or holder of the note or notes secured hereby, sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid. Such sale shall be made by giving notice of the time, place and terms of sale as required by Section 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, or, 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 to pay the 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 1975.

Betty H. Wilson
 BETTYE H. WILSON

STATE OF ~~MISSISSIPPI~~ TEXAS
 COUNTY OF DALLAS

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

who severally acknowledged that she

signed and delivered the above and foregoing deed of trust on the day and year therein mentioned.

Given under my hand and official seal, this the 3rd day of November, 1975.

My Commission Expires: June 1, 1977

Betty J. Wells
 Betty J. Wells Notary Public



ASSIGNMENT OF DEED OF TRUST

For and in consideration of the sum of \$1.00 and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby assign, set over, and transfer unto CITIZENS BANK, Byhalia, Mississippi, all right, title and interest in and to this Deed of Trust.

This the 21st day of November, 1975.

KELLY LAND & INVESTMENT, INC.

By: C. W. Kelly
C. W. KELLY, PRESIDENT

STATE OF MISSISSIPPI
COUNTY OF DESOTO

This day personally appeared before me, the undersigned authority of law in and for the jurisdiction aforesaid, the within named C. W. KELLY, PRESIDENT of KELLY LAND & INVESTMENT, INC., a Mississippi Corporation, who acknowledged that he signed and delivered the above and foregoing Assignment of Deed of Trust on the day and date therein mentioned as the act and deed of said corporation, after first being duly authorized so to do.

GIVEN under my hand and official seal of office this the 21st day of November, 1975.

Linda P. Perry
Notary Public

My commission expires:

Nov. 24, 1975

TRUST

Trustee

18 . 1975

A. M.

Clerk

Chancery Court

Trust was filed for

8 o'clock A. M., on

18 . 1975

day of

on page

in my office.

of office, this

19

Clerk

D. C.

OTHERS

5.00 pd

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 8 o'clock 40 minutes A. M. 18 day of November 1975, and that the same has been recorded in Book 193 Page 187 records of REAL ESTATE TRUST DEEDS of said County.

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

Fees \$ 5.00 pd.

SEAL H. P. Ferguson CLERK

Assignment of this instrument Recorded in
Real Estate 710 Book
 No. 194 Page 163
 This the 8 day of Dec 1975
H. J. Ferguson Clerk

Assignment of this instrument Recorded in
Real Estate 710 Book
 No. 198 Page 348
 This the 12 day of Jan 1976
H. J. Ferguson

DEED OF TRUST

THIS DEED OF TRUST is made this 15th day of November, 1975, among the
 Grantor, DAVID W. BRITT AND WIFE, FRANCES J. BRITT
G. L. Oates (herein "Borrower"),
G. L. Oates (herein "Trustee"),
 and the Beneficiary, Wortman & Mann, Inc., a corporation
 organized and existing under the laws of the State of Mississippi, whose address is
P. O. Box 1571, Jackson, Mississippi 39205 (herein "Lender").

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

Lot 6, Section A Revised, Lakewood Estates Subdivision as shown by the plat recorded in Plat Book 7, Pages 49-51 in the office of the Chancery Clerk of DeSoto County, Mississippi, in Section 23, Township 2 South, Range 7 West.

CANCELLED BY AUTHORITY, RECORDED IN BOOK
409 PAGE 124
 THIS 23 DAY OF July 1987
H. C. Johnson
 Chancery Clerk DS-DC

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

To SECURE to Lender (a) the repayment of the indebtedness evidenced by Borrower's note of even date herewith (herein "Note"), in the principal sum of Forty One thousand Six Hundred & No/100 Dollars, with interest thereon, providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on December 1, 2005; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Deed of Trust; and the performance of the covenants and agreements of Borrower herein contained; and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances").

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, Borrower has executed this Deed of Trust

David W. Britt

DAVID W. BRITT -Borrower

Frances J. Britt

FRANCES J. BRITT -Borrower

Route 1, Victoria Drive
Nesbit, Mississippi 38651
Property Address

STATE OF MISSISSIPPI, DESOTO COUNTY SS:

Personally appeared before me, the undersigned authority in and for said County and State, the within named David W. Britt and wife, Frances J. Britt who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned.

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

My Commission expires:



Jan W. Amos
Notary Public

STATE OF MISSISSIPPI, DeSOTO COUNTY

I certify that the within instrument was filed for record at 8 o'clock and 40 minutes PM on 15 day of November, 1975.

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 8 o'clock 40 minutes A M. 18 day of November, 1975, and that the same has been recorded in Book 193 Page 191 records of REAL ESTATE TRUST DEEDS of said County.

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

Fees \$ 5.00 pd.

SEAL *H. P. Ferguson* CLERK

DEED OF TRUST

THIS DEED OF TRUST is made this 18th day of NOVEMBER, 1975, among the Grantor, JAMES TNER and wife, IDA TNER, (a/k/a Ida Stavig Tiner),

Joe M. Hudspeth, (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:

Commencing at the Southwest corner of Section 26, Township 2, Range 7 West, DeSoto County, Mississippi; thence North along the West line of said section 780 feet to a point; thence East parallel to the South line of the North half of the Southwest quarter of the Southwest quarter of said Section 40 feet, more or less, to a point in the East right-of-way line of Malone Road being the point of beginning and the Southwest corner of the described tract; thence North along said right-of-way line 30 feet to a point; thence East parallel with the South line of the North half of the Southwest quarter of the Southwest quarter 280 feet to a point; thence North parallel with the East right-of-way line of Malone Road a distance of 165.33 feet to a point; thence East parallel with the South line of the North half of the Southwest quarter of the Southwest quarter 180 feet to a point; thence South parallel with the East right-of-way line of Malone Road a distance of 195.33 feet to a point; thence West parallel with the South line of the North half of the Southwest quarter of the Southwest quarter of said Section 460 feet to the point of beginning, containing 1.0 acre, more or less, located in the SW $\frac{1}{4}$ of said Section.

In the event the Covenants set forth in that certain instrument from James Tiner and wife, Ida Tiner dated the 18th day of November, 1975, and recorded in Book 121 at Page 451 of the records of said County are violated the amounts due the beneficiary herein shall become immediately due and payable at the option of the owner and holder of said Note.

The right is reserved to prepay the outstanding principal balance at any time with a penalty of five percent (5%) of the unpaid principal balance if prepaid during the first year; decreasing one percent (1%) each year thereafter to one percent (1%) of the unpaid principal balance if prepaid during the fifth year; with no penalty thereafter.

(In the event the installments on the indebtedness secured hereby are not paid within 15 days after the due date, the obligors shall be responsible for a late charge equal to \$5.00 or 5% of the installment of principal and interest, whichever is greater.)

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

To SECURE to Lender (a) the repayment of the indebtedness evidenced by Borrower's note of even date herewith (herein "Note"), in the principal sum of Thirty Three Thousand and No/100 - - - Dollars, with interest thereon, providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on December 1, 1995; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Deed of Trust; and the performance of the covenants and agreements of Borrower herein contained; and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances").

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

CANCELLED BY AUTHORITY RECORDED IN BOOK
222 PAGE 729
THIS 21st DAY OF Mar 1978
H. 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

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

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

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

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

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

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

20. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable. Upon acceleration under paragraph 18 hereof or abandonment of the Property, Lender, in person, by agent or by judicially appointed receiver shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the Receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Deed of Trust. Lender and the receiver shall be liable to account only for those rents actually received.

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

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

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

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

James Tiner
JAMES TINER ---Borrower

Ida Tiner
IDA TINER ---Borrower

Rt. 1, Box 143

Neshit, Mississippi 38651
Property Address

STATE OF MISSISSIPPI, DESOTO COUNTY SS:

Personally appeared before me, the undersigned authority in and for said County and State, the within named JAMES TINER and wife, IDA TINER, 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 18 day of NOVEMBER, A.D., 1975.

My Commission expires:

Rebecca Kelly
Notary Public



STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock 10 minutes

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock 10 minutes A M. 18 day of November 1975, and that the same has been recorded in Book 193 Page 195 records of REAL ESTATE TRUST DEEDS of said County.

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

Fees \$ 5.00 pp.

SEAL *H. P. Ferguson*, CLERK

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

Position 5

REAL ESTATE DEED OF TRUST FOR MISSISSIPPI

THIS INDENTURE, made and entered into this day, November 17, 1975

(Date)

by and between the undersigned Robert Eugene Farris and wife, Wanda B Farris,

residing in DeSoto County, Mississippi, whose post office
address is Box 119, Lake Cormorant Mississippi 38641

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

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

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

<u>Date of Instrument</u>	<u>Principal Amount</u>	<u>Annual Rate of Interest</u>	<u>Due Date of Final Installment</u>
Nov. 17, 1975	\$23,200.00	8 1/8%	<u>NOV</u> Dec. 17, 2008

*John
D. E.*

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 (s) of

DeSoto

Lot 577, Section D, Twin Lakes Subdivision as shown by the plat recorded in Plat Book 10, Pages 32 and 33 in the Office of the Chancery Clerk of DeSoto County, Mississippi, in Section 6, Township 2, Range 8.

FULLY PAID AND SATISFIED 12-5-91
UNITED STATES OF AMERICA, FARMERS HOME
ADMINISTRATION BY [Signature]
COUNTY SUPERVISOR, PURSUANT TO AUTHORITY
OBTAINED ON M. F. R. 1A12.

FmHA 427-1 MS (Rev. 5-14-74)
W. E. Davis Chancery Clerk
by D. Taylor, S.C.

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

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

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

- (1) To pay promptly when due any indebtedness to the Government hereby secured and to indemnify and save harmless the Government against any loss under its insurance of payment of the note by reason of any default by Borrower. At all times when the note is held by an insured holder, Borrower shall continue to make payments on the note to the Government, as collection agent for the holder.
- (2) To pay to the Government such fees and other charges as may now or hereafter be required by regulations of the Farmers Home Administration.
- (3) If required by the Government, to make additional monthly payments of 1/12 of the estimated annual taxes, assessments, insurance premiums and other charges upon the mortgaged premises.
- (4) Whether or not the note is insured by the Government, the Government may at any time pay any other amounts required herein to be paid by Borrower and not paid by him when due, as well as any costs and expenses for the preservation, protection, or enforcement of this lien, as advances for the account of Borrower. All such advances shall bear interest at the rate borne by the note which has the highest interest rate.
- (5) All advances by the Government as described in this instrument, with interest, shall be immediately due and payable by Borrower to the Government without demand at the place designated in the latest note and shall be secured hereby. No such advance by the Government shall relieve Borrower from breach of his covenant to pay. Any payment made by Borrower may be applied on the note or any indebtedness to the Government secured hereby, in any order the Government determined.
- (6) To use the loan evidenced by the note solely for purposes authorized by the Government.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

WALKER, FRANKS, RONE, BRIDGEMAN & WOODS, LTD.

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

Robert Eugene Farris
Robert Eugene Farris

Wanda B. Farris
Wanda B. Farris

STATE OF MISSISSIPPI

COUNTY OF DESOTO

ACKNOWLEDGMENT

Personally appeared before me, the undersigned, a Notary Public in and for said

County and State, the within-named Robert Eugene Farris

and Wanda B. Farris, 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 17th day of November, 1975.



Sarah Bethune
(Signature)

Notary Public
(Title)

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 3 o'clock 45 minutes P M. 17 day of November, 1975, and that the same has been recorded in Book 193 Page 199 records of REAL ESTATE TRUST DEEDS of said County.

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

Fees \$ 5.00 pd.

SEAL H. P. Ferguson CLERK

RUSSELL L. STANLEY, INDIVIDUALLY,)
AMERICAN GULF CORPORATION and)
AMERICAN INTERNATIONAL CORPORATION,)
GRANTORS)

TO)

DEED OF TRUST

UNITED STATES FIDELITY AND GUARANTY)
COMPANY, BENEFICIARY)

THIS INDENTURE made this 17th day of November, 1975
by and between Russell L. Stanley, Individually, American Gulf Corporation
and American International Corporation, of the first part, and United
States Fidelity and Guaranty Company, of the second part,

WITNESSETH, that whereas, said parties of the first part,
being indebted to said party of the second part in the sum of Three
Hundred Thousand Dollars (\$300,000.00) evidenced by one promissory
note of even date payable in quarterly payments of \$7,500.00 each, bearing
interest at the rate of eight percent (8%) after maturity of each
installment, the first installment due on the 15th day of February,
1976, and one installment due on the 15th day of each May, August,
November and February thereafter until paid in full.

THEREFORE, in consideration of the premises, the sum of One
Dollar (\$1.00) to the parties of the first part paid by Ross L. Franks,
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, described as follows,
to-wit:

That certain land lying and being situated in DeSoto
County, Mississippi, being more fully described as
to-wit: In Section 19, Township 3, Range 9 West
DeSoto County, Mississippi, that certain lot known
as Lot 1 Woodcrest Subdivision as shown by plat there-
of in Plat Book 5, Page 17 in the office of the Chancery
Clerk of DeSoto County, Mississippi, and also in Plat
Book 5, Page 27, and being the same lot conveyed by
Dorothy F. Oliver to Russell L. Stanley, et ux, by Deed
recorded in Book 106, Page 109 in the Office of the
Chancery Clerk of DeSoto County, Mississippi;

To also the following personal property:
1968 Beechcraft Bonanza J-35, serial number N748CH;
5 each 8' X 20' Action Mobile Office Trailers 1973
models; 1970 Caterpillar rubber tired, 2 1/2 cu. yd.
front end loader, model 950, serial #81J1906; 1974
Melrose M-610 Bobcat backhoe loader combination serial
#208791; 1975 Fort model Lt-9000 dump truck, serial
#V912VV 12225; 1975 Catalina 12' X 52' mobile home,

serial #7432; 1974 Chevrolet pick up, serial number CCY144A174140; 1974 Chevrolet pick up, serial number CCV144S186271; and Michigan Concrete Batch Plant, no serial number available.

Should the Trustee at any time believe said property, or any part thereof, endangered as a security for said debt, he may then forthwith take possession of said property and sell the same as herein below directed. Should the parties of the first part promptly pay the above stated indebtedness on or before the maturity date thereof, then this instrument to be void. But in case of failure to pay the same when due, or if we should, at anytime prior thereto, without the consent of said Beneficiary abandon, sell, destroy or otherwise dispose of any of said property, we hereby authorize and empower said Beneficiary, its agent, attorney or assigns to take possession of said property and to sell it at public outcry to the highest bidder for cash at Hernando, DeSoto County, Mississippi after advertising the same by publication as required by law. The proceeds of said sale to be applied, first to the payment of expenses of seizing and selling said property, probating and recording and attorney's fees for foreclosing this deed of trust; and, second, to the payment of said note and accrued interest thereon; and, third, any overpayment or surplus to be paid to us, we do authorize the said Beneficiary or its assignee, to bid for and become a purchaser of said property in case of a sale, and we do hereby empower the said Beneficiary, its agent, attorney, or assignee, or auctioneer making the sale, to execute titles to the purchaser, and thereby convey all rights of property taht we have herein. And we affirm that we are the lawful owner of said property, and that there is no incumbrance or lien thereon, verbal or written, in favor of any person, except as therein set forth. And if we should procure more money from or become indebted to the said Beneficiary in excess of the amount herein stated, it being contemplated by each of the undersigned that such further indebtedness may be incurred, before the maturity thereof, we hereby expressly agree that such debt shall be and the same is hereby made a part of this Deed of Trust debt, with all the rights, power and authority as to the collection

and foreclosure herein expressed, and with the further agreement that any payment made shall first be applied to such excess, if the said Beneficiary shall prefer to do so.

WITNESS our signatures, this the 17th day of November, 1975.

AMERICAN INTERNATIONAL CORPORATION

By: Russell L. Stanley
Russell L. Stanley, President

ATTEST:

Altha L. Harrison
Secretary

AMERICAN GULF CORPORATION

By: Russell L. Stanley
Russell L. Stanley, President

ATTEST:

Altha L. Harrison
Secretary

Russell L. Stanley
Russell L. Stanley, Individually

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 Russell L. Stanley, as President of American International Corporation, who acknowledged he signed and delivered the above and foregoing Deed of Trust for and on behalf of the above named Corporation and in his official capacity, 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 17th day of November, 1975.

My Commission Expires:

3-24-79

Sarah Bethune
Notary Public

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 Russell L. Stanley, as President of American Gulf Corporation, who acknowledged he signed and delivered the above and foregoing Deed of Trust for and on behalf of the above named Corporation and in his official capacity, 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 17th day of November, 1975.

My Commission Expires:

3-24-79

Sarah Bethune
Notary Public

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 Russell L. Stanley, individually, who acknowledged he signed and delivered the above and foregoing Deed of Trust on the day and date therein mentioned as his free and voluntary act and deed and for the purposes therein expressed.

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

My Commission Expires:
3-24-79

Sarah Bethune
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 2 o'clock 50 minutes P M. 17 day of November 1975, and that the same has been recorded in Book 193 Page 203 records of REAL ESTATE TRUST DEEDS of said County.

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

Fees \$ 5.00 pd.

SEAL H. P. Ferguson, CLERK

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST

Class C

STATE OF MISSISSIPPI, } ss.
DeSoto County.

KNOW ALL MEN BY THESE PRESENTS: That THE HERNANDO BANK
of Hernando, Mississippi, the beneficiary, does hereby certify that a certain trust deed
bearing date the 16th day of September 1971, made and executed by HARLEY L. ANGLIN and
wife, BARBARA K. ANGLIN, of Olive Branch, Mississippi, to WILLIAM W. BALLARD,
Trustee for
DESOTO
the above named beneficiary, and recorded in the office of the Chancery Clerk of
County, in the State of Mississippi in Real Estate Trust Deed Record No. 133 on page 179
of the Record of Trust Deeds, on the 16th day of September A. D. 1971, is now fully paid
and satisfied; and I do hereby authorize the Clerk of the Chancery Court of said DESOTO
County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of
said County also as provided by law. This the 14th day of November, 1975.

THE HERNANDO BANK
BY: [Signature]
A. S. BALLARD, JR. - President

STATE OF MISSISSIPPI, } ss.
DeSoto County.

Personally came and appeared before me, the undersigned authority Notary Public
in and for County and State aforesaid, A. S. BALLARD, JR., President, who acknowledged that he signed and
delivered the above and foregoing instrument on the day and date for the purpose therein mentioned for and on behalf of
being first duly authorized and empowered by said Bank to so do. THE HERNANDO BANK,
Given under my hand and seal of office this 14th day of November A. D. 1975.



[Signature]
NOTARY PUBLIC

LAWRENCE-DESOLOVING 87111

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock
no minutes A M. 18 day of November 1975, and that the same has been
recorded in Book 193 Page 207 records of REAL ESTATE TRUST DEEDS
of said County.

Witness my hand and seal this, the 19 day of November 1975.
Fees \$ 2.50 pd.

SEAL [Signature] CLERK

A383 701

(Mississippi)

ASSIGNMENT OF DEED OF TRUST

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

BAILEY MORTGAGE COMPANY

that certain Deed of Trust executed by

RAY T. MUNNS and wife, SHIRLEY A. MUNNS

to C. B. Henley, Trustee,

for the benefit of Bailey Mortgage Company

dated March 22, 1971, securing a Note in the sum of

\$ 18,000.00, recorded in Book 126 Page 221, in

the office of the Chancery Clerk of DeSoto County, Mississippi,

together with the indebtedness secured thereby; said Deed of Trust was

assigned to Metropolitan Life Insurance Company

by Bailey Mortgage Company, by Assignment dated

July 6, 1971, recorded in Book 130 Page 517,

in the office of the aforesaid Chancery Clerk of DeSoto County,

Mississippi.

IN WITNESS WHEREOF the undersigned has executed this Assignment through its duly authorized officer and has caused its corporate seal to be thereunto affixed on this, the 6 TH DAY OF NOV 1975

METROPOLITAN LIFE INSURANCE COMPANY
 BY Glen Coverdale
 VICE PRESIDENT

STATE OF NEW YORK
 COUNTY OF NEW YORK

Personally appeared before me, the undersigned authority, in and for the jurisdiction aforesaid, Glen Coverdale, personally known to me to be a VICE PRESIDENT of the METROPOLITAN LIFE INSURANCE COMPANY, who acknowledged that he signed and delivered the above foregoing instrument on the day and year therein mentioned, for and on behalf of the METROPOLITAN LIFE INSURANCE COMPANY and affixed thereto its corporate seal, being first authorized so to do.

GIVEN under my hand and official seal, this the 6 TH DAY OF NOV 1975

Joseph P. Bracken
 Notary Public



JOSEPH P. BRACKEN
 NOTARY PUBLIC, State of New York
 No. 41-0381010 Qual. in Queens Co.
 Certificate filed in New York County
 Commission Expires March 30, 1977

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 9 o'clock 50 minutes A M. 18 day of November 1975, and that the same has been recorded in Book 193 Page 208 records of REAL ESTATE TRUST DEEDS of said County.

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

Fees \$ 2.50 pd.

SEAL H. P. Ferguson, CLERK

APPOINTMENT OF SUBSTITUTED TRUSTEE

STATE OF MISSISSIPPI

COUNTY OF DESOTO

WHEREAS, on June 12, 1974, Southaven Land Company, Inc., a Mississippi Corporation, executed a Deed of Trust in favor of Coahoma National Bank as beneficiary to secure an indebtedness described therein, which Deed of Trust is of record in Deed Book No. 161 at Page 412 of the Land Records in the Chancery Clerk's Office of DeSoto County, Mississippi, and which Deed of Trust Dudley B. Bridgforth, Jr., was named as Trustee;

WHEREAS, Coahoma National Bank is the legal holder of, and the beneficiary in, said Deed of Trust;

WHEREAS, Coahoma National Bank, is desirous of the Appointment of a Substituted Trustee:

NOW, THEREFORE, by virtue of the authority of Coahoma National Bank as the legal holder of said indebtedness and said Deed of Trust and as the beneficiary in said Deed of Trust executed, dated, and recorded as shown above, Coahoma National Bank hereby appoints and substitutes Robert Q. Whitwell, as Trustee of said Deed of Trust instead of Dudley B. Bridgforth, Jr., who was named as Trustee in said Deed of Trust.

WITNESS my signature on this the 6th day of November, 1975.

COAHOMA NATIONAL BANK
BY: [Signature]
R. D. HARPER

ATTEST:

BY: [Signature]
H. W. WILLIAMS

STATE OF MISSISSIPPI

COUNTY OF DESOTO

This day personally appeared before me, the undersigned authority in and for the above County and State, R. D. HARPER, and H. W. WILLIAMS, who acknowledged that they signed and delivered the above and foregoing instrument for COAHOMA NATIONAL BANK on the day and year therein mentioned.

WITNESS my hand and seal on this the 6th day of Nov., 1975.



(SEAL)
My Commission Expires:

Jan. 31, 1978

R. D. Harper
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. 18 day of November 1975, and that the same has been recorded in Book 193 Page 209 records of REAL ESTATE TRUST DEEDS of said County.

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

Fees \$ 3.00 pd.

SEAL *H. P. Ferguson*, CLERK

2
USDA-FmHA
Form FmHA 427-1 MS
(Rev. 5-14-74)

Position 5

REAL ESTATE DEED OF TRUST FOR MISSISSIPPI

THIS INDENTURE, made and entered into this day, November 17, 1975,
(Date)

by and between the undersigned _____

BOBBY G. COOPER and wife, BARBARA H. COOPER,

residing in DeSoto County, Mississippi, whose post office

address is Route 1 - Lake Cormorant, Mississippi 38641

grantor(s), herein called "Borrower," and _____

AARON R. GOOLSBY,

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

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

<u>Date of Instrument</u>	<u>Principal Amount</u>	<u>Annual Rate of Interest</u>	<u>Due Date of Final Installment</u>
November 17, 1975	\$23,190.00	8-1/8 Per Cent	November 17, 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 629, Section "D", Twin Lakes Subdivision, situated in Section 6, Township 2 South, Range 8 West, according to a map or plat thereof recorded in Plat Book 10, Pages 32 and 33, in the Office of the Chancery Clerk 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 Borrower, and default under any such other security instrument shall constitute default hereunder.

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

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

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

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

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

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

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

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

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

STATE OF MISSISSIPPI, DeSOTO COUNTY
 I certify that the within instrument was
 filed for record at 10 o'clock and
50 minutes A.M. 18
 day of November 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 STATE OF MISSISSIPPI 1975
DeSOTO COUNTY OF _____

Bobby G. Cooper
 Bobby G. Cooper

Barbara H. Cooper
 Barbara H. Cooper

ACKNOWLEDGMENT

Personally appeared before me, the undersigned, a _____ Notary Public _____ in and for said
 County and State, the within-named BOBBY G. COOPER
 and BARBARA H. COOPER, _____, 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 17th day of November, 1975.

William H. Austin
 (Signature)
 NOTARY PUBLIC
 (Title)
 My Commission Expires May 15, 1979



5.00 pd. 2, 11/18

STATE OF MISSISSIPPI, DeSOTO COUNTY
 I certify that the within instrument was filed for record at 10 o'clock
50 minutes A.M. 18 day of November 1975, and that the same has been
 recorded in Book 193 Page _____ records of REAL ESTATE TRUST DEEDS
 of said County.

Witness my hand and seal this the 19 day of November 1975.
 Fees \$ 5.00 pd.

SEAL H. P. Ferguson, CLERK

Appointment of Successor Trustee of this instrument Recorded in Real Estate T-10
Book No. 293 Page 553
This 3 day of March 19 83
H. D. Ferguson Clerk

② 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, November 17, 1975,
(Date)

by and between the undersigned

ROGER D. BYRD and wife, SANDRA K. BYRD,

residing in DeSoto County, Mississippi, whose post office

address is Route 1, Box 144 - Lake Cormorant, Mississippi 38641.

grantor(s), herein called "Borrower," and

AARON R. GOOLSBY,

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

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

<u>Date of Instrument</u>	<u>Principal Amount</u>	<u>Annual Rate of Interest</u>	<u>Due Date of Final Installment</u>
November 17, 1975	\$23,190.00	Nine(9) Per Cent	November 17, 2003

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

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 hereto to indemnify and save harmless the Government against loss under its insurance contract by reason of any default by Borrower, and (c) in any event and at all times to secure the prompt payment of all advances and expenditures made by the Government, with interest, as hereinafter described, and the performance of every covenant and agreement of Borrower contained herein or in any supplementary agreement.

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

- (1) To pay promptly when due any indebtedness to the Government hereby secured and to indemnify and save harmless the Government against any loss under its insurance of payment of the note by reason of any default by Borrower. At all times when the note is held by an insured holder, Borrower shall continue to make payments on the note to the Government, as collection agent for the holder.
- (2) To pay to the Government such fees and other charges as may now or hereafter be required by regulations of the Farmers Home Administration.
- (3) At all times when the note is held by an insured holder, any amount due and unpaid under the terms of the note to which the holder is entitled may be paid by the Government to the holder of the note for the account of Borrower. Any amount due and unpaid under the terms of the note, whether it is held by the Government or by an insured holder, may be credited by the Government on the note and thereupon shall constitute an advance by the Government for the account of Borrower. Any advance by the Government as described in this paragraph shall bear interest at the note rate from the date on which the amount of the advance was due to the date of payment to the Government, provided that Borrower shall be required to pay interest on only the principal portion of such advance unless otherwise provided in the regulations of the Farmers Home Administration.
- (4) Whether or not the note is insured by the Government, the Government may at any time pay any other amounts required herein to be paid by Borrower and not paid by him when due, as well as any costs and expenses for the preservation, protection, or enforcement of this lien, as advances for the account of Borrower. All such advances shall bear interest at the rate borne by the note which has the highest interest rate.
- (5) All advances by the Government as described in this instrument, with interest, shall be immediately due and payable by Borrower to the Government without demand at the place designated in the latest note and shall be secured hereby. No such advance by the Government shall relieve Borrower from breach of his covenant to pay. Any payment made by Borrower may be applied on the note or any indebtedness to the Government secured hereby, in any order the Government determines.

- (6) To use the loan evidenced by the note solely for purposes authorized by the Government.
- (7) To pay when due all taxes, liens, judgments, encumbrances, and assessments against the property and promptly deliver to the Government without demand receipts evidencing such payments.
- (8) To keep the property insured as required by and under insurance policies approved by, delivered to, and retained by the Government.
- (9) To maintain improvements in good repair and make repairs required by the Government; operate the property in a good and husbandlike manner; comply with such farm conservation practices and farm and home management plans as the Government from time to time may prescribe; and not to abandon the property, or cause or permit waste, lessening or impairment of the security covered hereby, or, without the written consent of the Government, cut, remove, or lease any timber, gravel, oil, gas, coal, or other minerals except as may be necessary for ordinary domestic purposes.
- (10) To comply with all laws, ordinances, and regulations affecting the property.
- (11) To pay or reimburse the Government for expenses reasonably necessary or incidental to the protection of the lien and priority hereof and to the enforcement of or the compliance with the provisions hereof and of the note and any supplementary agreement (whether before or after default), including but not limited to costs of evidence of title to and survey of the property, costs of recording this and other instruments, attorneys' fees, trustees' fees, court costs, and expenses of advertising, selling, and conveying the property.
- (12) Neither the property nor any portion thereof or interest therein shall be leased, assigned, sold, transferred, or encumbered, voluntarily or otherwise, without the written consent of the Government. The Government shall have the sole and exclusive rights as mortgagee hereunder, including but not limited to the power to grant consents, partial releases, subordinations, satisfaction, and no insured holder shall have any right, title or interest in or to the lien or any benefits hereof.
- (13) At all reasonable times the Government and its agents may inspect the property to ascertain whether the covenants and agreements contained herein or in any supplementary agreement are being performed.
- (14) The Government may extend and defer the maturity of and renew and reamortize the debt evidenced by the note or any indebtedness to the Government secured hereby, release from liability to the Government any party so liable thereon, release portions of the property from and subordinate the lien hereof, and waive any other rights hereunder, without affecting the lien or priority hereof or the liability to the Government of Borrower or any other party for payment of the note or indebtedness secured hereby except as specified by the Government in writing.
- (15) If at any time it shall appear to the Government that Borrower may be able to obtain a loan from a production credit association, a Federal land bank, or other responsible cooperative or private credit source, at reasonable rates and terms for loans for similar purposes and periods of time, Borrower will, upon the Government's request, apply for and accept such loan in sufficient amount to pay the note and any indebtedness secured hereby and to pay for any stock necessary to be purchased in a cooperative lending agency in connection with such loan.
- (16) The power to appoint a substitute trustee is hereby granted to the Government and its assigns, to be exercised at any time hereafter, without notice and without specifying any reason therefor, by filing for record in the office where this instrument is recorded an instrument of appointment, whereupon the substitute trustee shall succeed to all the estates, rights, powers, and trusts herein granted to or vested in Trustee, and the former trustee or substitute trustee shall be divested thereof; and notice of the exercise of this power and any requirement of, or right to require, a bond from any trustee hereunder, are hereby waived.
- (17) Default hereunder shall constitute default under any other real estate, or under any personal property or other, security instrument held or insured by the Government and executed or assumed by Borrower, and default under any such other security instrument shall constitute default hereunder.
- (18) SHOULD DEFAULT occur in the performance or discharge of any obligation secured by this instrument, or should any one of the parties named as Borrower die or be declared an incompetent, a bankrupt, or an insolvent, or make an assignment for the benefit of creditors, the Government, at its option, with or without notice, may: (a) declare the entire amount unpaid under the note and any indebtedness to the Government hereby secured immediately due and payable, (b) for the account of Borrower incur and pay reasonable expenses for repair or maintenance of and take possession of, operate or rent the property, (c) upon application by it and production of this instrument, without other evidence and without notice of hearing of said application have a receiver appointed for the property, with the usual powers of receivers in like cases; and (d) authorize and request Trustee to foreclose this instrument and sell the property as provided by law.
- (19) Upon default aforesaid, at the request of the Government, Trustee may foreclose this instrument by advertisement and sale of the property as provided by law, for cash or secured credit at the option of the Government, personal notice of which sale need not be served on Borrower; such sale may be adjourned from time to time without other notice than oral proclamation at the time and place appointed for such sale and correction made on the posted notices; and at such sale the Government and its agents may bid and purchase as a stranger; Trustee at his option may conduct such sale without being personally present, through his delegate authorized by him for such purpose orally or in writing, and Trustee's execution of a conveyance of the property or any part thereof to any purchaser at foreclosure sale shall be conclusive evidence that the sale was conducted by Trustee personally or through his delegate duly authorized in accordance herewith. If the property is situated in two or more counties, the sale may be held in any one of such counties selected by the Government in its sole discretion.
- (20) The proceeds of foreclosure sale shall be applied in the following order to the payment of: (a) costs and expenses incident to enforcing or complying with the provisions hereof, (b) any prior liens required by law or a competent court to be so paid, (c) the debt evidenced by the note and all indebtedness to the Government secured hereby, (d) inferior liens of record required by law or a competent court to be so paid, (e) at the Government's option, any other indebtedness of Borrower owing to or insured by the Government, and (f) any balance to Borrower. In case the Government is the successful bidder at foreclosure or other sale of all or any part of the property, the Government may pay its share of the purchase price by crediting such amount on any debts of Borrower owing to or insured by the Government, in the order prescribed above.

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

(22) As against the debt evidenced by the note and any indebtedness to the Government hereby secured, with respect to the property, Borrower (a) hereby relinquishes, waives, and conveys all rights, inchoate or consummate, of descent, dower, curtesy, homestead, valuation, appraisal, and exemption, to which Borrower is or becomes entitled under the laws and constitution of the jurisdiction where the property lies, and (b) hereby agrees that any right provided by such laws or constitution for redemption or possession following foreclosure sale shall not apply, and that no right of redemption or possession shall exist after foreclosure sale.

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

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

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

STATE OF MISSISSIPPI, DeSOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock and 50 minutes A M 18 day of Nov 19 75 and that the same has been recorded in Book No. _____

Page 193 records of REAL ESTATE TRUST DEEDS of Borrower the day and year first above written

Trust Deeds of said County.

Witness my hand and seal this _____ day of _____ 19 _____

Roger D. Byrd
Roger D. Byrd

Sandra K. Byrd
Sandra K. Byrd

STATE OF MISSISSIPPI

COUNTY OF DeSOTO

ACKNOWLEDGMENT

Personally appeared before me, the undersigned, a _____ Notary Public in and for said County and State, the within-named ROGER D. BYRD and SANDRA K. BYRD, 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 17th day of November, 19 75.

William H. Blount
(Signature)

NOTARY PUBLIC
(Title)



D. W. 1/2
5.00 PD

GPO 824-792

STATE OF MISSISSIPPI, DeSOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 50 minutes A M 18 day of November 1975, and that the same has been recorded in Book 193 Page 215 records of REAL ESTATE TRUST DEEDS of said County.

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

Fees \$ 5.00 pd.

SEAL H. P. Ferguson CLERK

Paid, Satisfied and Cancelled
This 5th day of February 1980

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

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

DEED OF TRUST LAND

THIS INDENTURE, this day made and entered into between ~~CAROLYN KOCH BURFORD~~ *Colleen H. Engel*

of the first part, hereinafter designated as the Grantor,

JAMES W. AMOS Trustee, of the second part, hereinafter designated as Trustee, and

Carolyn K. Burford
~~COLLEEN C. ENGEL~~ *CKB* 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 Good-
man 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

CANCELLED BY AUTHORITY RECORDED IN _____
PAGE _____
THIS _____ DAY OF _____
CHANCERY CLERK

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

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

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

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

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

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

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

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

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

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

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

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

IN TESTIMONY WHEREOF, witness the signature of the grantor this the 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

COMMISSION EXPIRES

My Commission Expires:

H. P. Ferguson
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at no minutes A M. 18 day of November 1975, and that the same has been recorded in Book 193 Page 219 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 19 day of November 1975.
Fees \$ 5.00 pd.
SEAL *H. P. Ferguson* CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK
202 PAGE 887
DAY OF August 1976
THIS 9
CHANCERY CLERK

ASSIGNMENT OF INTEREST IN DEED OF TRUST AND PROMISSORY NOTE

FOR AND IN CONSIDERATION of the sum of One Dollar (\$1.00) and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby assign, sets over and transfers to the Bank of Mississippi his one-third undivided interest in and to that certain deed of trust executed for the benefit of Girtherreen Cowan Caldwell, Leslie Cowan and William Lee Cowan by Ronald L. Zumpstein, et ux, dated August 6, 1973, recorded in Book 162, page 484, Land Trust Deed Records in DeSoto County, Mississippi together with a note evidencing the indebtedness secured thereby in the original principal amount of Nineteen Thousand Six Hundred, Ten Dollars (\$19,610.00).

The undersigned warrants that said deed of trust hereby assigned constitutes a first lien upon the property herein described subject only to taxes for the current year and future years.

This assignment is made to secure the payment of a note dated the 13th day of November, 1975 in the principal sum of \$ 842.45, executed by William Lee Cowan and when said note has been paid in full, the Bank of Mississippi will assign any interest it then has in the note and deed of trust to the above referred to the Grantor herein.

This the 13th day of November, 1975.

William Lee Cowan
William Lee Cowan

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 William Lee Cowan, who acknowledged that he signed and delivered the above and foregoing instrument on the day and year therein mentioned as his free and voluntary act.

GIVEN UNDER MY HAND and official seal of office, this the 13th day of November, 1975.

[Signature]
NOTARY PUBLIC

My Commission Expires:
Nov 6 1976
PUBLI

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock no minutes A M, 18 day of November 1975, and that the same has been recorded in Book 193 Page 222 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 19 day of November 1975.
Fees \$ 2.50
SEAL H. P. Ferguson CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK

206 PAGE 61

29-1-8 1.75 acres
Partial Release of this Instrument Recorded in

THIS 22 DAY OF Nov. 1976

Deed Estate TIP Book

H. J. Ferguson
CHANCERY CLERK

No. 198 Page 297

This 9 day of April 1976

ENOCH G. BAKER, ET UX, ET AL,

Grantors

To

TRUST DEED

WILLIAM F. HAGAN, TRUSTEE FOR
HAMILTON FIRST AMERICAN,

Beneficiary

THIS INDENTURE, made this 3rd day of November, 1975, between ENOCH G. BAKER and wife, JULIA BAKER, and BILLY J. FREEMAN and wife, FRANKIE B. FREEMAN, parties of the first part, and HAMILTON FIRST AMERICAN, party of the second part,

WITNESSETH

That whereas, said parties of the first part, being indebted to the said party of the second part in the sum of Twenty Five Thousand Dollars (\$25,000.00) evidenced by their one promissory note of like amount and even date herewith, bearing interest at the rate of Ten (10) percent per annum from date until paid, and being due and payable on demand; and the parties of the first part having agreed to secure the prompt payment of the same when due:

Therefore, in consideration of the premises, and of the sum of One Dollar to the parties of the first part paid by WILLIAM F. HAGAN, 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:

ENOCH G. BAKER, ET UX, PROPERTY

That part of the West Half of Section 3, Township 2, South, Range 8 West, in DeSoto County, Mississippi, described as follows: BEGINNING at a point in the southwest corner of said Section 3; thence north with the west line of said Section 3, 2670 feet, more or less, to a fence; thence east along the line of said fence 1662.21 feet, more or less, to the northwest corner of the 60 acre tract excepted from the land conveyed to Thomas A. Hudgens by deed of record in Deed Book 36, Page 151, in the Office of the Clerk of the Chancery Court and Recorder of DeSoto County, Mississippi; thence south with the west line of said 60 acre tract so excepted 2670 feet more or less, to the south line of said Section 3; thence west with the south line of said Section 3; thence west with the south line of said Section 3, 1662.21 feet, more or less, to the point of beginning containing 99.88 acres, more or less, saving and excepting therefrom, however, the two (2) acres of land in the southwest Quarter of said Section 3 conveyed by Mrs. R.A. Moon to Stewards of Negro M.E. Church by deed dated August 30, 1870, and recorded in Book W, Page 201, LESS AND EXCEPT that certain 10 acres, more or less, in the southeast corner of the 99.88 acre tract more particularly described in deed of date, April 10, 1953, of record in Book 39, Page 485, and LESS AND EXCEPT that certain 10 acres, more or less, in the southwest corner of the 99.88 acre tract more particularly described in deed of date, April 11, 1953, of record in Book 39, Page 487, and as more particularly described in Correction Deed of date, December 7, 1965, of record in Book 64, Page 122, and LESS AND EXCEPT 2 acres, more or less, in the southeast corner, more particularly described by deed of date, October 1958, of

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record in Book 45, Page 150, and LESS AND EXCEPT 10 acres, more or less, in the Northwest corner, more particularly described by deed of date, September 25, 1962, of record in Book 53, Page 502, and LESS AND EXCEPT 1.0 acres, more or less, more particularly described by deed of record in Book 83, Page 332, leaving an aggregate of 64.88 acres, more or less, and being a part of the lands conveyed to Enoch G. Baker and wife, Julia Baker, by Thomas A. Hudgens by Warranty Deed of date, December 1, 1950, of record in Book 38, Page 108, of the deed records of DeSoto County, Mississippi.

BILLY J. FREEMAN, ET UX, PROPERTY

Part of the Southeast Quarter of Section 29, Township 1, Range 8 West, in DeSoto County, Mississippi, described as beginning at the southeast corner of Section 29, Township 1, Range 8 West, running thence North 5° 30' west along the east line of said Section 1,689.2 feet to a point; thence North 85° 15' West 380.2 feet to an iron pin for the beginning point of the herein described tract of land; thence north 85° 15' west 310.8 feet to an iron pin; thence north 3° 45' east 245 feet to an iron pin; thence south 84° 15' east 310.8 feet to an iron pin; thence south 3° 45' west 245 feet to the point of beginning and containing 1.75 acres. All bearings are magnetic as shown by the survey of J.E. Lauderdale, C.E., dated December 1959.

Being the same property reserved as Tract I as same appears of record in Book 47, Page 392, of the records of Land Deeds of said County.

Rights of reasonable ingress and egress from said tract to the existing public road or to any road or street which may be constructed nearer said tract, which right shall not be construed to prevent First DeSoto Corporation, its successors or assigns from constructing such roads or streets as it may desire on the land conveyed by recorded deed of record in Book 47, Page 392, and providing access to such new roads or streets for said tract in lieu of the present access, and their rights at their own expense to maintain and use the water well serving the dwelling house located on the above described tract, until such time as water shall be made available to the occupants of the house by developers from other sources, and their rights at their own expense to maintain and use the septic tank disposal fields now serving the said dwelling house until such time as sanitary sewers are made available to the area. When water and sanitary sewer utilities are available to the above described tract upon the same terms and conditions and for the same consideration payable by grantees herein as such utilities may be made available to lands in the same area, all right and interest of grantees herein to use and maintain the water wells and sewage disposal fields that may be outside the limit of the above described lot shall terminate and the grantees herein agree to execute a quitclaim deed upon the request of First DeSoto Corporation, its successors or assigns.

Should the Trustee at any time believe said property, or any part thereof, endangered as a security for said debt, he may then forthwith take possession of said property and sell the same as herein below directed. Should the parties of the first part promptly pay the above stated indebtedness as aforesaid, then this instrument to be void; but in default thereof the said Trustee shall take possession of said property, and after giving notice of the time, place and terms of sale, by advertisement according to law in DeSoto County, Mississippi, 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

MISSISSIPPI POWER OF ATTORNEY

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.

THIS TRUST DEED IS SECOND, JUNIOR, AND INFERIOR TO THOSE CERTAIN TRUST DEEDS OF RECORD IN BOOK 153, PAGE 607, AND BOOK 191, PAGE 416, OF THE REAL ESTATE TRUST DEED RECORDS OF DESOTO COUNTY, MISSISSIPPI.

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

Enoch G. Baker
Enoch G. Baker
Julia Baker
Julia Baker
Billy J. Freeman
Billy J. Freeman
Frankie B. Freeman
Frankie B. Freeman

STATE OF Tennessee
COUNTY OF Shelby

Personally appeared before me, the undersigned authority of said County, the within named ENOCH G. BAKER and wife, JULIA BAKER, and BILLY J. FREEMAN and wife, FRANKIE B. FREEMAN, 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 3rd day of November, 1975.

Denise L. W...
Notary Public



MY COMMISSION EXPIRES:
My Commission Expires Aug. 28, 1979

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 2 o'clock no minutes P M. 18 day of November 1975, and that the same has been recorded in Book 193 Page 223 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 19 day of November 1975.
Fees \$ 4.00 pd.
SEAL H. P. Ferguson CLERK

FORM 419
475

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 Otto Koehler and wife, Rachael D. Koehler to R. J. Hunter, as Trustee for THE EQUITABLE LIFE ASSURANCE SOCIETY OF THE UNITED STATES and recorded on Page 345 of Book 181 of the Records of Deeds in your office, the indebtedness secured thereby having this day been paid in full.

This 31th day of October, 1975.

THE EQUITABLE LIFE ASSURANCE SOCIETY OF THE UNITED STATES.

By [Signature]
K. J. Binkley, Asst. Vice President

APPROVED

State of New York }
County of New York }

On this 31th day of October, 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.

[Signature]

WYMAN LATONA
Notary Public, State of New York No. 03740110
Qualified in Stone County
Certificate Filed New York County Clerk
Commission Expires March 30, 1976



STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 2 o'clock no minutes P M, 18 day of November, 1975, and that the same has been recorded in Book 193 Page 226 records of REAL ESTATE TRUST DEEDS of said County.

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

Fees \$ 2.50 pd.

SEAL [Signature] CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK

266 PAGE 260

THIS 21 DAY OF Nov. 19 80

H. B. Ferguson
CHANCERY CLERK

VA Form 25-5321 (Home Loan)
Revised December 1963. Use Op-
tional. Section 1316, Title 38,
U.S.C. Acceptable to Federal
National Mortgage Association.

MISSISSIPPI

SECOND
DEED OF TRUST

THIS DEED OF TRUST, made and entered into this 6th day of November, 19 75,
by and between ROBERT L. SMITH ET UX., JOANNE SMITH

, hereinafter called the Grantor;
D. RUSSELL JONES, JR., hereinafter called the Trustee, and SECURITY BANK OF
SOUTHAVEN

and existing under the laws of , a corporation organized
post-office address at , 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 , State of Mississippi, to wit:

Lot 249, Section "A", DESOTO VILLAGE Subdivision in Section 34,
Township 1 South, Range 8 West, as per plat thereof in Plat Book
7, Pages 9 through 14 in the Office of the Chancery Clerk of
DeSoto County, Mississippi, and being more particularly described
as follows:

BEGINNING: at a point in the southwesterly line of Meadowbrook Drive
at the end of a 20 foot radius curve, said curve connecting the south-
westerly line of Meadowbrook Drive with the southeasterly line of
Ridgewood Road; thence southeasterly along the southwesterly line of
Meadowbrook Drive 87.5 feet to a point at the northernmost corner
of Lot 274 of said subdivision; thence southwestwardly 90 feet to a
point at the northeast corner of Lot 248 of said subdivision; thence
northwestwardly 108.54 feet to a point of said Lot 248; thence north-
eastwardly along the southeasterly line of Ridgewood Road 85 feet to
a point at the beginning of said 20 foot radius curve; thence east-
wardly along the arc of said curve 31.42 feet to the point of beginning.

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

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 TWO THOUSAND and NO/100 Dollars (\$ 2,000.00), with interest from date at the rate of Eleven and 08/100 per centum (11.08%) per annum on the balance remaining from time to time unpaid; principal and interest being payable at the office of SECURITY BANK OF SOUTHAVEN, 1712 Stateline Road, SOUTHAVEN, MISSISSIPPI, or at such other place as the holder may designate, in writing delivered or mailed to the Grantor, in monthly installments of Sixty Seven & 96/100 Dollars (\$ 67.96), commencing on the first day of 10th 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 10th November, 1975.

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

1. He will pay all and singular the principal and interest and other sums of money payable by virtue of the note secured hereby and of this lien, at the times and in the manner in said note and hereinafter provided. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one hundred dollars (\$100.00), whichever is less.
2. Together with and in addition to the monthly payments of principal and interest payable under the terms of the note secured hereby, he will pay to the Beneficiary as trustee (under the terms of this trust as herein stated), on the first day of each month until the note is fully paid:
 - (a) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable to renew the policies of fire and other hazard insurance on the premises covered by this Deed of Trust, plus taxes and assessments next due on these premises (all as estimated by the Beneficiary, and of which Grantor is notified) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by the Beneficiary in trust to pay said ground rents, premiums, taxes, and special assessments.
 - (b) The aggregate of the amounts payable pursuant to subparagraph (a) and those payable on the note secured hereby, shall be paid in a single payment each month, to be applied to the following items in the order stated:
 - (i) ground rents, if any, taxes, special assessments, fire and other hazard insurance premiums;
 - (ii) interest on the note secured hereby; and
 - (iii) amortization of the principal of said note.
 Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Grantor prior to the due date of the next such payment, constitute an event of default under this Deed of Trust. At Beneficiary's option, Grantor will pay a "late charge" not exceeding four per centum (4%) of any installment when paid more than fifteen (15) days after the due date thereof to cover the extra expense involved in handling delinquent payments, but such "late charge" shall not be payable out of the proceeds of any sale made to satisfy the indebtedness secured hereby, unless such proceeds are sufficient to discharge the entire indebtedness and all proper costs and expenses secured thereby.
3. If the total of the payments made by the Grantor under (a) of paragraph 2 preceding shall exceed the amount of payments actually made by the Beneficiary as trustee for ground rents, taxes, or assessments, or insurance premiums, as the case may be, such excess shall be credited on subsequent payments to be made by the Grantor for such items or, at Beneficiary's option as trustee, shall be refunded to Grantor. If, however, such monthly payments shall not be sufficient to pay such items when the same shall become due and payable, then the Grantor shall pay to the Beneficiary as trustee any amount necessary to make up the deficiency. Such payments shall be made within thirty (30) days after written notice from the Beneficiary stating the amount of the deficiency, which notice may be given by mail. If at any time the Grantor shall tender to the Beneficiary, in accordance with the provisions thereof, the full payment of the entire indebtedness represented thereby, the Beneficiary shall as trustee, in computing the amount of such indebtedness, credit to the account of the Grantor any credit balance remaining under the provisions of (a) of paragraph 2 hereof. If there shall be a default under any of the provisions of this Deed of Trust resulting in a public sale of the premises covered hereby or if the Beneficiary acquires the property otherwise after default, the Beneficiary shall apply,

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

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

5. He will pay all and singular the costs, charges and expenses, including reasonable attorney's fees incurred by Beneficiary because of the failure on the part of the Grantor to conform and comply with his obligations and duties under the term of the note secured hereby and of this Deed of Trust; and if such failure results in a sale under a foreclosure hereof, said fee shall be 11.08 per centum (11.08%) of the total indebtedness as of the date of sale.

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

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

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

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

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

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

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

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

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

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

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

Robert L. Smith
ROBERT L. SMITH

Joanne Smith
JOANNE SMITH



STATE OF MISSISSIPPI,

COUNTY OF DESOTO

Personally appeared before me, the undersigned, in and for said County, the within named ROBERT L. SMITH and JOANNE SMITH, 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 November, 1975.

D. Russell [Signature]
My Commission Expires Nov. 2, 1977

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 11 o'clock minutes 02 M. 13 day of Nov. 1975, and that the same has been recorded in Book 192 Page 227 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 19 day of November 1975.
Fees \$ 5.00 pd.
SEAL *H. P. Ferguson* CLERK

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STATE OF MISSISSIPPI
COUNTY OF DESOTO

PURCHASE MONEY
DEED OF TRUST

FOR AND IN CONSIDERATION OF THE SUM of \$10.00, cash in hand paid by John L. Kennedy, Trustee, and other considerations hereinafter set out, the receipt of all of which is hereby acknowledged, the undersigned Mortgagors hereby convey and warrant unto Trustee, the following described property:

3.306 acres in Section 22, Township 2 South, Range 6 West, DeSoto County, Mississippi; Being farm number 32 Phase II, of Lewisburg Farms as recorded in Plat Book 13 pages 9, 10, and 11 in the office of the Chancery Clerk of DeSoto County, Mississippi.

IN TRUST to secure our promissory note of even date in the sum of \$7,500.00 with interest after date at the rate of 8% per annum, and payable to Lewisburg Farms, Inc. in monthly installment of \$71.68, the first being due on the 1st day of October 1975 and a like installment on the 1st day of every month thereafter until all debt, both principal and interest shall be paid in full; also to secure attorney fees, or collection charges as provided in the note, and for any further amounts that may be furnished us.

We, reserve the right to anticipate any part of the debt.

We, agree to promptly pay all taxes, and assessments levied against said property and should we fail to pay same, any holder of this debt may pay same and charge it to our account as an advance under this Deed of Trust.

If we punctually pay each installment of this debt when due and comply with the other covenants, then this conveyance shall be void, but should we fail to carry out any covenant contained herein, then any legal Holder of this debt may accelerate it and declare the entire debt secured hereby due; and said Trustee may take immediate possession of said property and sell the same at public outcry to the highest bidder for cash, in front of the south door of the Court House of Marshall County, Mississippi, after first advertising the time, terms, and place of sale as provided by law. The Trustee may fix the date of sale, and the proceeds shall be first applied to the cost of making and executing this trust and the payment of the secured debt; the balance, if any, as the law directs.

Any legal Holder of this debt may substitute a trustee.

Witness our signatures this the 27th day of September 1975.

Donald E. Montgomery
Donald E. Montgomery

STATE OF MISSISSIPPI
COUNTY OF MARSHALL

Personally appeared before me, the undersigned authority in and for said County and State, the within named Donald E. Montgomery

whose signatures appear to the foregoing Deed of Trust, and who each severally acknowledge that they signed and delivered said Deed of Trust on the day and year of its date, for the purposes stated therein as and for their free and voluntary acts and deeds.

Witness my hand and seal of office this the 27 day of September 1975.

(SEAL)

My Commission Expires:

Thomas H. Wilks
Notary Public



STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 9 o'clock 30 minutes A.M. 19 day of Nov. 1975, and that the same has been recorded in Book 193 Page 231 records of REAL ESTATE TRUST DEEDS of said County.

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

Fees \$ 2-50 pd.

SEAL H. P. Ferguson CLERK

1986
JAN 25 1986
PS.

232

PARTIAL RELEASE

For value received UNIFIRST FEDERAL SAVINGS AND LOAN ASSOCIATION, Jackson, Mississippi, acting by and through its duly authorized officers, does hereby release from the lien of that certain deed of trust executed by Wortman & Mann, Inc. A Mississippi Corporation to UNIFIRST FEDERAL SAVINGS AND LOAN ASSOCIATION, Jackson, Mississippi, dated December 31, 1974 and recorded in the office of the Chancery Clerk of DeSoto County at Hernando, Mississippi, in Deed of Trust Book 182 at page 398 the following described land and property situated in DeSoto County, State of Mississippi, to-wit:

Lot Three Hundred Forty One (341), Eastover Subdivision, Section B, a Subdivision, according to the map or plat thereof on file and of record in the office of the Chancery Clerk of DeSoto County, at Hernando, Mississippi, in Plat Book 12 at Pages 36 through 38, reference to which is hereby made.

Only the property specifically described above is released from the lien of said deed of trust, which deed of trust is to remain in full force and effect as to all other property described therein and not heretofore specifically released from the lien of said deed of trust.

Witness the signature and seal of UNIFIRST FEDERAL SAVINGS AND LOAN ASSOCIATION, Jackson, Mississippi, by its duly authorized officers this the 12th day of November, 19 75.



UNIFIRST FEDERAL SAVINGS AND LOAN ASSOCIATION JACKSON, MISSISSIPPI

By G. R. Munton, Jr.
By Harold A. Hogue

STATE OF MISSISSIPPI
COUNTY OF Hinds

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

Given under my hand and official seal this the 12th day of November, 19 75.

My Commission expires:



AT 607

My Commission Expires March 9, 1979

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 9 o'clock 30 minutes A M. 19 day of Nov. 1975, and that the same has been recorded in Book 193 Page 232 records of REAL ESTATE TRUST DEEDS of said County.

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

Fees \$ 2.50 pd.

SEAL H. P. Ferguson, CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK
212 PAGE 478
THIS 14 DAY OF June
H. S. O...

Mississippi Bankers Association
Form No. 1
(Revised Dec. 1953)
L A N D

DEED OF TRUST LAND

THIS INDENTURE, this day made and entered into between:

WAYNE CHILDERS AND WIFE, JOYCE MARIE CHILDERS

of the first part, hereinafter designated as the Grantor,

DUDLEY B. BRIDGFORTH, JR. Trustee, of the second part, hereinafter designated as Trustee, and

SECURITY BANK OF SOUTHAVEN

of the third part, hereinafter designated as the Beneficiary.

WITNESSETH: That whereas the Grantor is justly indebted to the beneficiary in the full sum of
SIX THOUSAND, ONE HUNDRED SIXTEEN AND 40/100----- DOLLARS
(\$ 6,116.40) 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:

Payable in 36 equal monthly installments of \$169.90 each, the first being due and payable on the 15th day of December, 1975 and with like installments being due and payable on the 15th day of each month thereafter until paid in full.

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

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

DeSoto

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

Lot 2271, Section "K" Southaven West Subdivision, in Section 27, Township 1 South, Range 8 West, as per plat thereof record in plat book 4, pages 4 and 5, in the office of the chancery Clerk of DeSoto County, Mississippi.

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

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

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary herein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment of interest as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other covenant herein contained, then and in that event the entire principal sum secured hereby with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, or the owner or holder of said note or notes, be and become at once due and payable, and the trustee herein named, or his successor or successors, shall, at the request of the beneficiary, or at the request of any owner or holder of the note or notes secured hereby, sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid. Such sale shall be made by giving notice of the time, place and terms of sale as required by Section 533 of the Mississippi Code of 1942 and amendments if any thereto, and the trustee shall make deed to the purchaser or purchasers. Should the beneficiary, or the owner or holder of the note or notes secured hereby be a corporation, then in such event a declaration of default to the trustee, and a request for sale hereunder, may be made by any officer thereof. If the land covered hereby is situated in two or more counties, or in two judicial districts of the same county, the trustee may sell the whole in any of the counties, or in either of the judicial districts of a county in which any part of the land lies. Out of the proceeds of sale the trustee shall first pay the cost of advertising and making the sale; and secondly, he shall pay whatever items may have been incurred and remain unpaid in the protection of this security; then he shall pay such of the items of indebtedness secured hereby as may be outstanding in the order of their maturity, and any balance remaining in his hands shall be delivered to the grantor, or to his proper representatives, agents or assigns.

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

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

Second. The grantor will at all times during the continuance of this deed of trust keep the buildings and improvements on said premises insured against loss or damage by fire, storm, war damage and other hazard in 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 signatures of the grantor this the 12th day of November 1975

Wayne Childers
Wayne Childers
Joyce Marie Childers
Joyce Marie Childers

STATE OF MISSISSIPPI,
COUNTY OF DeSoto

This day personally appeared before me, the undersigned authority, in and for the State and County aforesaid, the within named Wayne Childers and wife, Joyce Marie Childers who severally acknowledged that they

signed and delivered the above and foregoing deed of trust on the day and year therein mentioned.

Given under my hand and official seal, this the 12th day of November, 1975
My Commission Expires: January 16, 1977
Joyce B. Young
Notary Public



STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 9 o'clock
30 minutes A. M. 19 day of Nov. 1975, and that the same has been
recorded in Book 193 Page 233 records of REAL ESTATE TRUST DEEDS
of said County.
Witness my hand and seal this the 19 day of November 1975.
Fees \$ 5.00 pd.
SEAL *H. P. Ferguson* Clerk

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AUTHORITY TO CANCEL

TO: CHANCERY CLERK

DESOTO COUNTY
HERNANDO, MISSISSIPPI

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

to Stuart Robinson, Trustee for BANKERS TRUST SAVINGS AND LOAN ASSOCIATION, Beneficiary, date June 6th, 19 74, and duly recorded in Book 176 at Page(s) 352 of your records.

WITNESS the signature of the corporation, this the 13th day of November, A.D., 19 75.



BANKERS TRUST SAVINGS AND LOAN ASSOCIATION

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

B. J. Renfrow, Assistant Vice President

STATE OF MISSISSIPPI
COUNTY OF HINDS

Personally came and appeared before me, the undersigned Notary Public in and for said County and State, W. S. Weems and B. J. Renfrow, known to me to be the Senior Vice President, and Assistant Vice President, respectively, of the within named BANKERS TRUST SAVINGS AND LOAN ASSOCIATION, a Mississippi corporation, who acknowledged to me that for and on behalf of said corporation and as its act and deed, they signed and delivered the above and foregoing Authority to Cancel on the day and year therein set out, and for the intent and purposes therein expressed, they being first duly authorized so to do by said corporation.

GIVEN under my hand and official seal of office, this the 13th day of November, A.D., 19 75.

Carrie D. Belk
NOTARY PUBLIC

My commission expires:

My Commission Expires Aug. 12, 1976

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 9 o'clock 30 minutes A.M., 19 day of Nov., 1975, and that the same has been recorded in Book 172 Page 236 records of REAL ESTATE TRUST DEEDS of said County.

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

Fees \$ 2.50 pd.

SEAL H. P. Ferguson, CLERK

239 PAGE 450
 THIS 15 DAY OF March 1979
 H. H. Ferguson
 CHANCERY CLERK

DEED OF TRUST

STATE OF MISSISSIPPI

COUNTY OF DeSoto

WHEREAS, Curtis E. Baldwin and Wife, Betty M. Baldwin

parties of the first part,
 are justly indebted unto Money Mart Inc of Olive Branch party of the second part, in the sum of

Three-Thousand Six Hundred Twenty-Five and No/100's DOLLARS

\$ 3625.00 as evidenced by a promissory note, dated November 14, 19 75,

and due and payable in 25 installments of \$ 145.00 each beginning December 1975
 and like payments on the same day of each successive month thereafter until paid in full, and being desirous to secure by this Deed of Trust, the prompt payment of said indebtedness at the respective maturity dates of the installments due together with any extension or renewal thereof with interest thereon, and any other indebtednesses now or hereafter becoming due and owing to the beneficiary by the grantor(s) prior to the payment of the indebtedness herein described and secured, or any extension or renewal thereof, or any part thereof;

NOW THEREFORE, We,
 hereby sell, convey, and warrant unto Jim Amos, Olive Branch, Mississippi Trustee, the
NAME OF TRUSTEE CITY STATE
 following described real property situated in DeSoto County, State of Mississippi,
 to-wit:

One (1) acre, more or less, situated in the Northwest Quarter of the Southeast Quarter of Section Twenty-Three (23), Township Two (2), Range Six (6) West, and more particularly described by metes and bounds as follows:

Beginning at a point in the North line of the said Southeast Quarter which point is 744 feet West of the Northeast corner of said Northwest Quarter of said Southeast quarter; thence West 130 feet to a point; thence North 335 feet to a point in the said North line of said Southeast Quarter; thence East along said North line 130 feet to the point of beginning.

TO HAVE AND TO HOLD, the aforesaid real estate, together with all the hereditaments and appurtenances thereunto belonging or in any wise appertaining unto the said party of the second part, its successors and assigns, in fee simple forever, and the said parties of the first part do hereby covenant with the said party of the second part, its successors and assigns, that they are lawfully seized in fee of the aforesaid described real estate; that they have a good right to sell and convey the same; that the same is unincumbered.

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

IN TRUST, however, that if at any time the indebtedness herein secured, or interest thereon, or any renewals or extensions thereof, or of any part or installment thereof, with interest thereon, or any other indebtednesses becoming due and owing by the grantor(s) to the beneficiary prior to the payment of the indebtedness herein secured, should be past due and unpaid, the beneficiary herein, their legal representatives, successors [heirs] or assigns, may declare all indebtedness at that time owing due and payable; and the Trustee herein named or any substituted Trustee shall, at the request of the beneficiary herein, their legal representatives, successors [heirs] or assigns, sell the property herein conveyed at

public outcry to the highest bidder for cash, within legal hours, in front of the Court House in DeSoto County, Mississippi, on a day to be fixed by such Trustee, after first giving three weeks' notice of the time, place and terms of said sale by advertisement in some

newspaper published in DeSoto County, Mississippi, and having a general circulation therein, and by posting notice thereof at the Court House in said county; and shall, out of the proceeds of said sale pay: first, all costs and expenses of making said sale, including a reasonable Trustee's fee therefor; and next, the entire amount of the indebtedness at that time owing to the beneficiary herein by the grantor(s), with interest thereon up to the date of making said sale; the overplus, if any there be, to be paid to the grantor(s), his [their] [its] legal representatives, heirs [successors] or assigns.

If grantor fails to provide the insurance and pay all taxes, assessments or other governmental charges, as herein provided, the beneficiary, or any future holder of the indebtedness secured hereby, may secure and pay such insurance, and pay such taxes, assessments, and other governmental charges, and all expenditures for such purposes shall become an indebtedness of the grantor, due upon demand, and the payment of the same shall be secured by this instrument.

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The following are authorized to select and substitute another trustee in the place of the above named trustee, or any successor, at any time any of them may so desire, namely: (1) the beneficiary herein, (2) if there be more than one beneficiary, than any one of them, or (3) any future holder of the indebtedness secured hereby, or any part hereof. It shall not be necessary to obtain the consent or resignation of the original trustee, or any successor, before appointing another trustee in his place, and any such appointee, who may be an agent, employee, or officer of the beneficiary, shall have full and sole power as trustee herein.

WITNESS Their signature(s), this the 14 day of November, 19 75.

WITNESSES:

_____ Curtis Baldwin
_____ Betty Baldwin

STATE OF MISSISSIPPI

County Of DeSoto

Personally appeared before me the undersigned authority in and for the above named county and state, the within named, Curtis & Betty Baldwin, who acknowledged before me that they signed and delivered the above and foregoing instrument of writing on the day and date therein mentioned as their own act and deed.

Given unto my hand and official seal, this the 14 day of November

MY COMMISSION EXPIRES: 7/23/77

John Sullivan
NOTARY PUBLIC



STATE OF MISSISSIPPI

County Of _____

Personally appeared before me the undersigned authority in and for the above named county and state, the within named _____, one of the subscribing witnesses to the foregoing Deed of Trust, who being first duly sworn, deposes and saith that he saw the within named _____, whose name(s) (is) (are) subscribed thereto, sign, seal and deliver the same to the said _____ and that he, this deponent, subscribed his name as a witness thereto in the presence of the said _____ on the day and year herein named.

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

MY COMMISSION EXPIRES: _____

NOTARY PUBLIC

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 19 o'clock 30 minutes A. M., 19 day of Nov., 1975, and that the same has been recorded in Book 193 Page 297 records of REAL ESTATE TRUST DEEDS of said County.

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

Fees \$ 3.00 pd.

SEAL H. P. Ferguson CLERK

Trustee _____
Clerk _____
I named Trust _____
on the 19 day of _____, 19 75
I the same to _____
acknowledgment, is _____
office _____
seal, this the _____ day of _____, 19 _____
Clerk _____
D. C. _____

45035 6.00

L & D Dept.

This instrument prepared by: Commercial and Industrial Bank 200 Madison Ave City 38103

TRUST DEED RELEASE

WHEREAS, By the hereinafter described trust deed, heretofore recorded in the Register's Office of Shelby County, Tennessee, certain real property was conveyed by the hereinafter named grantor, to Howard E. Carter

as Trustee, for the purpose of securing the payment and indebtedness evidenced by notes fully described in such trust deed; and

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

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

<u>GRANTOR</u>	<u>Date of Instrument</u>	<u>Recorded</u>	<u>Description of Property</u>
William G. Kennedy and wife, Shirley Kennedy	1/15/73	Book 153 Page 25	

Lot Four Hundred Twenty (420), Section B, 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 14, 15 and 16 in the office of the Chancery Clerk of DeSoto County, Mississippi.

NOW, THEREFORE, in consideration of the premises the undersigned Commercial 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—s unto said grantor s 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 s that they the legal owner s and holder s of the notes described in and secured by said trust deed, and that he ya have the lawful right to release and discharge the lien thereof.

IN WITNESS WHEREOF the said Commercial and Industrial Bank have hereunto set their hand s (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 November 19 75

Commercial and Industrial Bank
By: John R. Worley
John Worley AVP

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 John Worley with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the AV President of the Commercial & Industrial Bank the within named bargainer, a corporation, and that he as such AV 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 AV President.

WITNESS my hand and seal at office in Memphis, Tennessee this 17th day of November 19 75

MY COMMISSION EXPIRES OCTOBER 13, 1972

My commission expires _____ day of _____, 19____ Notary Public

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

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 9 o'clock 30 minutes A.M. 19 day of Nov. 1975, and that the same has been recorded in Book 193 Page 239 records of REAL ESTATE TRUST DEEDS of said County.

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

Fees \$ 2.50od.

SEAL H. P. Ferguson CLERK

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CANCELLED BY AUTHORITY RECORDED IN BOOK 192 PAGE 264 DAY OF 1980 CHANCERY CLERK

LAND DEED OF TRUST

WHEREAS, the undersigned David E. Wilson & Dianne Wilson granted to American Finance System in the sum of One Thousand Nine Hundred Ninety Five Dollars as evidenced by my/our promissory note in said amount, of even date herewith, dated and payable to the order of American Finance System or Bearer, in 35 installments of \$ 57.00 each, and a final installment of \$ 57.00

AND WHEREAS, the undersigned is/are desirous and anxious to secure the prompt payment of said indebtedness at the maturities thereof, and any renewals or extensions thereof, and any other indebtedness (if) that may be or become owing by the grantors or either of them to the beneficiary prior to the payment of the indebtedness herein named and secured, or any extensions or renewals thereof; THEREFORE, in consideration of the premises and of Five Dollars to the undersigned paid by the hereinafter named Trustee, the receipt whereof is hereby acknowledged, the undersigned hereby sell, convey and warrant unto American Finance System & John Campbell, Atty. as Trustee, the following described property situated in the City of Horn Lake County of DeSoto and State of Mississippi, to-wit:

Lot 504, Section "B", DeSoto Village Subdivision, in Section 34, Township I South, Range 8 West, as shown on plat of record in Plat Book 8, Pages 16 through 21, in the office of the Chancery Clerk of DeSoto County, Mississippi, being more particularly described as follows: Beginning at a point in the southwesterly line of Kentwood Drive at the northern-most corner of Lot 505 of said subdivision 110.8 feet northwardly from the northwesterly curb line of Brook Cove, produced; thence northwardly along the southwesterly line of Kentwood Drive 67 feet to a point at the eastern-most corner of Lot 503 of said subdivision; thence southwestwardly 95 feet to a point at the southern-most corner of said Lot 503; thence continuing southwardly 44 feet to a point at the corner common of lots 502, 504 and 506 of said subdivision; thence southwestwardly 60.72 feet to a point at the western-most corner of said Lot 505; thence northeastwardly 91.33 feet to the point of beginning.

The undersigned covenants that the undersigned has full exclusive and unconditional title in and possession of the above described property, that there are no liens, claims or encumbrances against same, or any part thereof, other than as shown herein. If this deed of trust is returned and/or surrendered to a prior deed of trust executed by the undersigned, then in the event of default in the terms and provisions of said first deed of trust, the holder or holders thereof may exercise the right of foreclosure of this instrument even though no default exists herein.

This conveyance, however, is in trust, and should the undersigned pay the aforesaid note at maturities as well as any extensions or renewals thereof and otherwise perform all the terms and conditions thereof, and of this instrument, then this conveyance shall be void, otherwise, and in the event that the undersigned should fail to pay said indebtedness, or any installment or part thereof, at maturity, or should otherwise fail to perform any of the terms and conditions of said note, then said Trustee shall, upon demand of said beneficiary, its successors or assigns, whether or not all of said indebtedness shall have become due, sell, at public outcry, to the highest bidder for cash, within legal hours, and at the courthouse of the aforesaid County but 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 and a reasonable and lawful Trustee's fee therefor shall be first paid, next, the amount remaining owing under the aforesaid note shall be paid to the party to whom same shall be then owing, for the protection of the guaranty of the beneficiary herein; and lastly, any balance remaining shall be paid to the undersigned. Any such sale may be held on any secular day.

It is agreed that all buildings on said property shall be kept fully insured from loss by fire and windstorm, and from each other casualties as may be required by said beneficiary, its successors or assigns, for the benefit of the said beneficiary and payable to it in the event of loss, as its interest may appear, but application, at the option of said beneficiary, in the repairing, reconstructing, 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 accruing from time to time on said property shall be kept promptly paid; in event the undersigned shall neglect or refuse to obtain said insurance or pay said taxes and other charges, then said beneficiary may, at its option, but is not required to, obtain such insurance and pay all such taxes and other charges, either by itself, and all sums of money expended thereby are hereby secured by this deed of trust, and shall be repaid to said beneficiary with interest at 12 per annum from date 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. Notwithstanding the Trustee and the beneficiary shall have any obligation to pay taxes, or other said charges, or procure insurance hereon provided for; and in case any insurance provided for is cancelled or otherwise expires, the said Trustee and beneficiary are hereby specifically relieved of any liability or obligation to procure other insurance, and shall have no further obligation to the undersigned in reference thereto, except the return of any unearned premium hereon. For default in either of said matters, the Trustee may make sale of said property, upon demand of said beneficiary, its successors or assigns, and apply the proceeds received therefrom, all as hereinbefore provided in event of default in payment of said note by the undersigned.

This deed of trust secures not only the aforesaid indebtedness but also such future and additional advances as may be made to the grantors, or either of them, by the beneficiary in a sum not exceeding \$50,000.00 (the beneficiary to be the sole judge as to whether or not any such future or additional advances will be made), as well as any additional indebtedness hereunder, now, or hereafter contracted with the beneficiary by the grantors, or either of them, before the cancellation of this instrument, whether such indebtedness be represented by promissory notes, upon account, or otherwise, including also any indebtedness of any grantor hereon made as joint maker, surety, endorser or guarantor, either direct, contingent or indirect, together with all extensions and renewals of any of the aforesaid mentioned obligations, or any part thereof, and whether otherwise secured or not.

Any and all acts authorized herein on the part of the beneficiary may be performed by it, acting through any of its officers; and should any successor or assign of said beneficiary be a corporation, then such acts may likewise be performed by such corporation acting through any of its officers.

The said beneficiary, its successors, assigns, or legal representatives, or any owner of the above mentioned note, or either of them, are hereby authorized to appoint, in writing, successive or substitute Trustees in the place of the Trustee hereunder named, or the successors or assigns of such Trustee, if from any cause the above named Trustee, or the successors or assigns of such Trustee, shall not be present, and are willing to execute the trust granted hereunder or to act in the premises, or if said beneficiary, its successors, assigns or legal representatives, or any owner of the aforesaid note, or either of them, shall for any reason desire so to do.

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

Witness the signature(s) of the undersigned this 5th day of November 1975. David E. Wilson, Dianne Wilson

STATE OF MISSISSIPPI COUNTY OF Shelby

Personally appeared before me, the undersigned authority in and for said county and state, the within named David E. Wilson who acknowledged that he/she/they signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and official seal, this 5th day of November 1975. [Notary Seal] (Notary Public)

My commission expires: My Commission Expires Sept. 28, 1976

STATE OF MISSISSIPPI, DESOTO COUNTY I certify that the within instrument was filed for record at 9 o'clock 30 minutes A.M. 19 day of November 1975, and that the same has been recorded in Book 192 Page 240 records of REAL ESTATE TRUST DEEDS of said County. Witness my hand and seal this the 19 day of Nov. 1975. Fees \$2.50 pd. SEAL H. P. Ferguson, CLERK

N. D. Ferguson
CHANCERY CLERK

DEED OF TRUST

THIS DEED OF TRUST is made this 17th day of NOVEMBER, 1975, among the Grantor, ROGER LEE JONES and wife, MONA JOYCE JONES, (a/k/a Mona Joyce Carpenter Jones), (herein "Borrower"), Joe M. Hudspeth, (herein "Trustee"), and the Beneficiary, NORTH MISSISSIPPI SAVINGS & LOAN ASSOCIATION, a corporation organized and existing under the laws of The State of Mississippi, whose address is Hernando, Mississippi, (herein "Lender").

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

Lying and being situated in Section 30, Township 2 South, Range 7 West, County of DeSoto, State of Mississippi, more particularly described as follows, to-wit:

Lot 12, Section "B", Juanita Subdivision, located in Section 30, Township 2 (South), Range 7 West, in DeSoto County, Mississippi, as shown on recorded plat in the Office of the Chancery Court Clerk of DeSoto County, Mississippi, recorded in Plat Book 8, Page 11.

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 December 1, 2005; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Deed of Trust; and the performance of the covenants and agreements of Borrower herein contained; and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances").

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, Borrower has executed this Deed of Trust

Roger Lee Jones
ROGER LEE JONES —Borrower

Mona Joyce Jones
MONA JOYCE JONES —Borrower

Route 1, Box 55

Nesbit, MS 38651
Property Address

STATE OF MISSISSIPPI, DESOTO COUNTY SS:

Personally appeared before me, the undersigned authority in and for said County and State, the within named ROGER LEE JONES and wife, MONA JOYCE JONES, 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 18th day of NOVEMBER, A.D. 1975



William H. Bentley
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock and 05 minutes A. on 19

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 05 minutes A.M. 19 day of Nov., 1975, and that the same has been recorded in Book 193 Page 241 records of REAL ESTATE TRUST DEEDS of said County.

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

Fees \$ 5.00 pd.

SEAL *H. P. Ferguson* CLERK

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 4, 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 12 day of November, 1975.

THE HERNANDO BANK

By [Signature]
Chancery Clerk

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 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 12 day of November, 1975.

[Signature]
Notary Public



My Commission Expires:

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock ~~20~~ minutes A. M. 19 day of Nov. 1975, and that the same has been recorded in Book 193 Page 245 records of REAL ESTATE TRUST DEEDS of said County.

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

Fees \$2.50 pd.

SEAL [Signature] CLERK

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CANCELLED BY AUTHORITY RECORDED IN BOOK
234 PAGE 325
THIS 29 DAY OF Nov. 1978
H. G. Ferguson
CHANCERY CLERK

TRUST DEED

THIS INDENTURE, made this the 12th day of November, 1975, between LARRY MARTIN BRATTON and wife, JOANN MORRIS BRATTON, Party of the First Part, and FIRST NATIONAL BANK, SOUTHAVEN, Party of the Second Part,

WITNESSETH, that whereas, said party of the first part, being indebted to the said party of the second part in the sum of TWO THOUSAND SIX HUNDRED NINETY-ONE and NO/100 DOLLARS (\$2,691.00) which includes principle and interest, repayable in 36 monthly installments of \$74.75 each, the first installment due on the 23rd day of December, 1975 and each succeeding installment due on the 23rd 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 2472, 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 second and subordinate to that certain Deed of Trust of record in Book 109, Page 269, 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.

Larry Martin Bratton
LARRY MARTIN BRATTON

Joann Morris Bratton
JOANN MORRIS BRATTON

STATE OF MISSISSIPPI
COUNTY OF DESOTO

Before me, a Notary Public for said jurisdiction, this day personally appeared the above named LARRY MARTIN BRATTON and wife, JOANN MORRIS BRATTON, 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 12th day of November 1975.

My Commission Expires:

Anna Della Peterson
NOTARY PUBLIC

My Commission Expires Nov. 11, 1974



STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 3 o'clock 10 minutes P. M. 19 day of Nov 1975, and that the same has been recorded in Book 193 Page 246 records of REAL ESTATE TRUST DEEDS of said County.

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

Fees \$ 2.50 pd.

SEAL *H. G. Ferguson* CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK
266 PAGE 99
THIS 13 DAY OF Nov 1980
H. P. Ferguson
CHANCERY CLERK

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T R U S T D E E D

THIS INDENTURE, made this the 14th day of November, 1975, between DONALD GOLDEN and wife, WANDA GOLDEN, 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 EIGHT THOUSAND FIVE HUNDRED FIFTY-ONE and 20/100 DOLLARS (\$8,551.20) which includes principle and interest, repayable in 60 installments of \$142.52 each, the first installment due on the 23rd day of December, 1975 and each succeeding installment due on the 23rd 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 2706, Section M, Southaven West Subdivision, in Section 27, Township 1 South, Range 8 West, as shown by the plat recorded in Plat Book 4, Pages 52 and 53, 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 109, Page 55, 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.

Donald Golden
DONALD GOLDEN
Wanda Golden
WANDA GOLDEN

STATE OF MISSISSIPPI
COUNTY OF DESOTO

Before me, a Notary Public for said jurisdiction, this day personally appeared the above named DONALD GOLDEN and wife, WANDA GOLDEN, 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 14th day of Nov, 1975.
Bethie M. Boswell
Notary Public



STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 3 o'clock 10 minutes P.M. 19 day of Nov 1975, and that the same has been recorded in Book 193 Page 247 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 20 day of Nov 1975.

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

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4057 ORDER TO CLERK TO CANCEL DEED OF TRUST

Class C

STATE OF MISSISSIPPI, }
DeSoto County. } ss.

KNOW ALL MEN BY THESE PRESENTS: That SECURITY BANK OF HERNANDO

XW _____ the beneficiary, does hereby certify that a certain trust deed bearing date the 12th day of May 19 75, made and executed by ROGER LEE JONES and wife, MONA JOYCE JONES, 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 601 of the Record of Trust Deeds, on the 14th 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.

SECURITY BANK OF HERNANDO

By: Cynthia Caldwell
(Name) Credit Manager
(Title)

STATE OF MISSISSIPPI, }
DeSoto County. } ss.

Personally came and appeared before me, the undersigned authority, a Notary Public (Name) Cynthia Caldwell, the (Title) Credit Manager in and for County and State aforesaid, of SECURITY BANK OF HERNANDO, who acknowledged that he signed and delivered the above and foregoing instrument on the day and date for the purpose therein mentioned, as the act and deed of said bank, he being authorized so to do. Given under my hand and seal of office this 19th day of November, A. D. 19 75

(SEAL)

Shawn L. Robinson

NOTARY PUBLIC

My Commission Expires: September 22, 1979

LAWRENCE-GREENWOOD 87844

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 2 o'clock ~~AM~~ minutes P. M. 19 day of Nov 1975, and that the same has been recorded in Book 193 Page 248 records of REAL ESTATE TRUST DEEDS of said County.

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

Fees \$ 2.50 pd.

SEAL H. P. Ferguson CLERK

2
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, November 18, 1975,
(Date)

by and between the undersigned _____

JACKEY L. DOBBS and wife, JANICE T. DOBBS,

residing in DeSoto County, Mississippi, whose post office

address is Twin Lakes Subdivision (Lot 673) - Walls, Mississippi 38680,

grantor(s), herein called "Borrower," and _____

AARON R. GOOLSBY,

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

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

<u>Date of Instrument</u>	<u>Principal Amount</u>	<u>Annual Rate of Interest</u>	<u>Due Date of Final Installment</u>
November 18, 1975	\$23,200.00	Nine(9)Per Cent	November 18, 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 673, Section "D", Twin Lakes Subdivision, situated in Section 6, Township 2 South, Range 8 West, DeSoto County, Mississippi, according to a map or plat thereof on file and of record in the Office of the Chancery Clerk of DeSoto County, Mississippi, in Plat Book 10, Pages 32 and 33.

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

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

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

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

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

(3) At all times when the note is held by an insured holder, any amount due and unpaid under the terms of the note to which the holder is entitled may be paid by the Government to the holder of the note for the account of Borrower. Any amount due and unpaid under the terms of the note, whether it is held by the Government or by an insured holder, may be credited by the Government on the note and thereupon shall constitute an advance by the Government for the account of Borrower. Any advance by the Government as described in this paragraph shall bear interest at the note rate from the date on which the amount of the advance was due to the date of payment to the Government, provided that Borrower shall be required to pay interest on only the principal portion of such advance unless otherwise provided in the regulations of the Farmers Home Administration.

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

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

- (6) To use the loan evidenced by the note solely for purposes authorized by the Government.
- (7) To pay when due all taxes, liens, judgments, encumbrances, and assessments against the property and promptly deliver to the Government without demand receipts evidencing such payments.
- (8) To keep the property insured as required by and under insurance policies approved by, delivered to, and retained by the Government.
- (9) To maintain improvements in good repair and make repairs required by the Government; operate the property in a good and husbandlike manner; comply with such farm conservation practices and farm and home management plans as the Government from time to time may prescribe; and not to abandon the property, or cause or permit waste, lessening or impairment of the security covered hereby, or, without the written consent of the Government, cut, remove, or lease any timber, gravel, oil, gas, coal, or other minerals except as may be necessary for ordinary domestic purposes.
- (10) To comply with all laws, ordinances, and regulations affecting the property.
- (11) To pay or reimburse the Government for expenses reasonably necessary or incidental to the protection of the lien and priority hereof and to the enforcement of or the compliance with the provisions hereof and of the note and any supplementary agreement (whether before or after default), including but not limited to costs of evidence of title to and survey of the property, costs of recording this and other instruments, attorneys' fees, trustees' fees, court costs, and expenses of advertising, selling, and conveying the property.
- (12) Neither the property nor any portion thereof or interest therein shall be leased, assigned, sold, transferred, or encumbered, voluntarily or otherwise, without the written consent of the Government. The Government shall have the sole and exclusive rights as mortgagee hereunder, including but not limited to the power to grant consents, partial releases, subordinations, satisfaction, and no insured holder shall have any right, title or interest in or to the lien or any benefits hereof.
- (13) At all reasonable times the Government and its agents may inspect the property to ascertain whether the covenants and agreements contained herein or in any supplementary agreement are being performed.
- (14) The Government may extend and defer the maturity of and renew and reamortize the debt evidenced by the note or any indebtedness to the Government secured hereby, release from liability to the Government any party so liable thereon, release portions of the property from and subordinate the lien hereof, and waive any other rights hereunder, without affecting the lien or priority hereof or the liability to the Government of Borrower or any other party for payment of the note or indebtedness secured hereby except as specified by the Government in writing.
- (15) If at any time it shall appear to the Government that Borrower may be able to obtain a loan from a production credit association, a Federal land bank, or other responsible cooperative or private credit source, at reasonable rates and terms for loans for similar purposes and periods of time, Borrower will, upon the Government's request, apply for and accept such loan in sufficient amount to pay the note and any indebtedness secured hereby and to pay for any stock necessary to be purchased in a cooperative lending agency in connection with such loan.
- (16) The power to appoint a substitute trustee is hereby granted to the Government and its assigns, to be exercised at any time hereafter, without notice and without specifying any reason therefor, by filing for record in the office where this instrument is recorded an instrument of appointment, whereupon the substitute trustee shall succeed to all the estates, rights, powers, and trusts herein granted to or vested in Trustee, and the former trustee or substitute trustee shall be divested thereof, and notice of the exercise of this power and any requirement of, or right to require, a bond from any trustee hereunder, are hereby waived.
- (17) Default hereunder shall constitute default under any other real estate, or under any personal property or other, security instrument held or insured by the Government and executed or assumed by Borrower, and default under any such other security instrument shall constitute default hereunder.
- (18) SHOULD DEFAULT occur in the performance or discharge of any obligation secured by this instrument, or should any one of the parties named as Borrower die or be declared as 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 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 2 o'clock and 10 minutes P M 19 day of Nov 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 _____ 1975

STATE OF MISSISSIPPI

COUNTY OF DeSOTO

ACKNOWLEDGMENT

Personally appeared before me, the undersigned, a Notary Public in and for said

County and State, the within-named JACKEY L. DOBBS,

and JANICE T. DOBBS, 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 18th day of November 1975.



William H. Ferguson
(Signature)

NOTARY PUBLIC
(Title)

My Commission Expires: My Commission Expires May 13, 1977

5.00/4
10.00/2

GPO 854-792

STATE OF MISSISSIPPI, DeSOTO COUNTY

I certify that the within instrument was filed for record at 2 o'clock 10 minutes P M 19 day of Nov 1975, and that the same has been recorded in Book 193 Page 249 records of REAL ESTATE TRUST DEEDS of said County.

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

Fees \$ 5.00 pd.

SEAL *H. P. Ferguson* CLERK

Lot 689, Sec. D., Twin Lakes

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 15, 1975, and given by Northwest Builders, Inc. to C. B. Henley, Trustee for the benefit of Bailey Mortgage Company, and which instrument is recorded in Book 190, Page 561, in your office, same having been fully paid and satisfied.

EXECUTED this the 14 day of November, 1975.



BALILEY MORTGAGE COMPANY

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

William Cook
William Cook, Vice President

STATE OF MISSISSIPPI
COUNTY OF HINDS

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

WITNESS my hand and seal of office, this the 14 day of November, 1975.



Lucille Brown
Notary Public

My Commission expires:

My Commission Expires Oct. 31, 1978

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 3 o'clock 10 minutes P.M. 19 day of Nov. 1975, and that the same has been recorded in Book 193 Page 253 records of REAL ESTATE TRUST DEEDS of said County.

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

Fees \$2.50 pd.

SEAL H. P. Ferguson CLERK

DEED OF TRUST

STATE OF MISSISSIPPI,

COUNTY OF DESOTO

WHEREAS, GERALD B. CLARK and wife, KATHY S. CLARK and JOHN M. CLARK and wife, LINDA P. CLARK

IS/ARE INDEBTED TO THE FEDERAL LAND BANK OF NEW ORLEANS, HEREINAFTER CALLED BENEFICIARY,

IN THE SUM OF

THIRTY- TWO THOUSAND AND NO/100

DOLLARS, AS EVIDENCED

BY A PROMISSORY NOTE OF EVEN DATE HEREWITH, PAYABLE TO THE ORDER OF THE FEDERAL LAND BANK OF NEW ORLEANS IN INSTALLMENTS WITH INTEREST ACCORDING TO THE TERMS OF SAID NOTE, THE LAST INSTALLMENT BEING DUE AND PAYABLE ON

THE 1st DAY OF January, 1996

NOW, THEREFORE, TO SECURE THE PAYMENT OF SAID INDEBTEDNESS, ATTORNEY'S FEES AND THE PERFORMANCE OF COVENANTS AND AGREEMENTS HEREIN MADE,

GERALD B. CLARK and wife, KATHY S. CLARK, and JOHN M. CLARK and wife, LINDA P. CLARK,

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 south half of Section 19, Township 2 South, Range 5 West, DeSoto County, Mississippi, containing 320 acres.

Appointment of Schlichter trustee of this instrument recorded in Real Estate Book No. 322 Page 170 This 24 day of August 1981
H. M. Ferguson Clerk

Partial Release of this Instrument Recorded in Real Estate 710 Book No. 275 Page 386 This 4 day of Aug 1981
H. M. Ferguson Clerk

Cancelled AUTHORITY OF RECORD NO. 326 PAGE 458 20 day of NOV 1984
H. M. Ferguson Clerk DS.

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 PARTY 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 INVOLVENT, 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 89-1-81, MISSISSIPPI CODE OF 1972, AND SECTION III, MISSISSIPPI CONSTITUTION OF 1890 WITH RESPECT TO OFFERING AND SELLING REAL ESTATE IN PARCELS RATHER THAN AS A WHOLE, BEING HEREBY EXPRESSLY WAIVED) TO SATISFY THE INDEBTEDNESS HEREBY SECURED AFTER GIVING NOTICE OF THE TIME, PLACE, AND TERMS OF SALE BY PUBLICATION IN SOME NEWSPAPER PUBLISHED IN THE COUNTY IN WHICH SAID LAND IS SITUATED, OR IF NO NEWSPAPER IS THEN PUBLISHED IN SAID COUNTY IN A NEWSPAPER HAVING GENERAL CIRCULATION THEREIN, FOR THREE CONSECUTIVE WEEKS PRECEDING THE DATE OF SALE, AND BY POSTING ONE NOTICE AT THE COURTHOUSE OF SAID COUNTY FOR SAID TIME.

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IN CASE THE REAL ESTATE HEREIN DESCRIBED IS SITUATED IN MORE THAN ONE COUNTY, OR IN MORE THAN ONE JUDICIAL DISTRICT OF A COUNTY OR COUNTIES, A FORECLOSURE SALE OF ALL OF SAID REAL ESTATE MAY BE MADE IN ANY ONE OF THE COUNTIES OR JUDICIAL DISTRICTS IN WHICH ANY PART THEREOF IS SITUATED, AFTER GIVING NOTICE OF THE TIME, PLACE, AND TERMS OF SALE IN THE MANNER ABOVE DESCRIBED IN EACH COUNTY AND JUDICIAL DISTRICT IN WHICH ANY PART OF SAID LAND LIES.

IN THE EVENT OF FORECLOSURE THE PROCEEDS SHALL BE APPLIED (1) TOWARDS PAYMENT OF THE EXPENSE OF EXECUTING THIS TRUST, INCLUDING A REASONABLE TRUSTEE'S FEE AND A REASONABLE ATTORNEY'S FEE (BOTH OF WHICH FEES SHALL ACCRUE IMMEDIATELY UPON INSTRUCTIONS BEING MAILED OR OTHERWISE DIRECTED TO THE TRUSTEE TO FORECLOSE), (2) TOWARD LIQUIDATION OF THE INDEBTEDNESS SECURED HEREBY, AND (3) ANY BALANCE SHALL BE PAID TO THE GRANTOR OR PERSONS ENTITLED THERETO.

WITNESS THE SIGNATURE OF GRANTOR, THIS 19th DAY OF November, 19 75.
Gerald B. Clark
Kathy S. Clark
John M. Clark
Linda P. Clark

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
GERALD B. CLARK and wife, KATHY S. CLARK,
and JOHN M. CLARK and wife, LINDA P. CLARK,

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 19th DAY OF November, 19 75.
(SEAL) Sarah Bethune
Notary Public
MY COMMISSION EXPIRES 24-79 (OFFICIAL CAPACITY)

STATE OF _____
COUNTY OF _____

BEFORE ME, THE UNDERSIGNED AUTHORITY IN AND FOR SAID COUNTY IN SAID STATE, THIS DAY PERSONALLY APPEARED THE WITHIN NAMED

WHO ACKNOWLEDGED THAT _____ SIGNED AND DELIVERED THE FOREGOING INSTRUMENT ON THE DAY AND YEAR THEREIN MENTIONED.

GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS _____ DAY OF _____, 19____.
(SEAL) _____
MY COMMISSION EXPIRES _____ (OFFICIAL CAPACITY)

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 2 o'clock 50 minutes P. M. 19 day of Nov. 1975, and that the same has been recorded in Book 193 Page 254 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 20 day of Nov. 1975.
Fees \$3.00 pd.
SEAL H. P. Ferguson, CLERK

Jimmy Woods 5.00 bill
O.B.

STATE OF MISSISSIPPI

COUNTY OF DESOTA

SUBSTITUTION OF TRUSTEE

WHEREAS, RAY T. MUNNS and wife, SHIRLEY A. MUNNS, executed that certain Deed of Trust to C. B. Henley, Trustee, for the use and benefit of Bailey Mortgage Company, dated March 22, 1971, and recorded in Book 126, Page 221, of the records of Deeds of Trust in the Office of the Chancery Clerk of DeSota County, Mississippi; and

WHEREAS, said Deed of Trust provides for substitution of the Trustee by the beneficiary, or any subsequent holder of the Note; and

WHEREAS, it is the desire of Bailey Mortgage Company to substitute as Trustee in said Deed of Trust Arthur E. Huggins in place and stead of C. B. Henley, the original Trustee named;

NOW, THEREFORE, Bailey Mortgage Company, holder of said Note and of the said Deed of Trust securing same, does hereby appoint as Substitute Trustee in said Deed of Trust Arthur E. Huggins, in place and stead of C. B. Henley, the said Arthur E. Huggins, Substitute Trustee, to have full power as the Trustee in said Deed of Trust, together with all rights and privileges thereunto belonging.

WITNESS the signature of the undersigned on this the 14th day of November, 1975.



BAILEY MORTGAGE COMPANY

BY: [Signature]
William Cook, Vice President

STATE OF MISSISSIPPI

COUNTY OF HINDS

PERSONALLY, came and appeared before me, the undersigned authority in and for the aforesaid jurisdiction, the within named WILLIAM COOK, who as Vice President of BAILEY MORTGAGE COMPANY, a Mississippi corporation, 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 in the year therein mentioned, as was his act and deed, so to do.

GIVEN under my hand and seal of office, this the 14th day of November, 1975.



[Signature]
NOTARY PUBLIC

(seal)

My Commission Expires:

My Commission Expires Nov. 30, 1976

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 3 o'clock 10 minutes P. M. 19 day of Nov. 1975, and that the same has been recorded in Book 193 Page 257 records of REAL ESTATE TRUST DEEDS of said County.

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

Fees \$2.50 pd.

SEAL [Signature] CLERK

ASSIGNMENT OF DEED OF TRUST

FOR AND IN CONSIDERATION of the sum of One (\$1.00) Dollar and Other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged the undersigned hereby assign, set over, and transfer unto S. & W CONSTRUCTION COMPANY OF TENNESSEE, INC. all right, title and interest in and to that certain Deed of Trust executed for the benefit of S & W CONSTRUCTION COMPANY OF TENNESSEE, INC. by BENJAMIN F. HUNT and wife, LUCILLE HUNT, dated July 27, 1975, recorded in Book 188 at Page 433 of the Land Trust Deed Records of DeSoto County, Mississippi, together with a note evidencing the indebtedness secured thereby in the original principal amount of \$5,800.00

This the 14th day of November, 1975.

NORTH MISSISSIPPI SAVINGS & LOAN ASSOCIATION

By: Joe M. Whitford
Secretary
(OFFICIAL TITLE)

STATE OF MISSISSIPPI

COUNTY OF LAFAYETTE

This day personally appeared before the undersigned Notary Public in and for said County and State the within and above named Joe M. Whitford, Secretary (Official Title) of the North Mississippi Savings & Loan Association who acknowledged that he signed and delivered the foregoing Assignment of Deed of Trust on the day and year therein mentioned.

Witness my hand and seal Notarial this 14th day of November, 1975.

Walter F. Jarvis
NOTARY PUBLIC

MY COMMISSION EXPIRES APRIL 9, 1979



STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 8 o'clock 50 minutes A.M. 20 day of Nov. 1975, and that the same has been recorded in Book 193 Page 258 records of REAL ESTATE TRUST DEEDS of said County.

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

Fees \$2.50 pd.

SEAL H. P. Ferguson, CLERK

Assignment of this Instrument Recorded in
Real Estate TID Book
No. 229 Page 705
This the 5 day of July 19 83
H. G. Ferguson

Assignment of this Instrument Recorded in
Real Estate TID Book
No. 186 Page 195
This the 11 day of Feb. 1976
A. J. Ferguson Clerk

INDEXED BY AUTHORITY RECORDED IN BOOK
363 PAGE 79
16 DAY OF April 19 86
A. J. Ferguson

DEED OF TRUST

BILLY I. WILHITE AND WIFE, CAROLYN A. WILHITE to BRIDGETOWN, INC., A Mississippi Corporation.

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 445, 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 BRIDGETOWN, INC., A Mississippi 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 kind secured by this deed of trust due and payable, and said Trustee shall take possession of said property and sell the same, or a sufficiency thereof to pay said indebtedness, at public outcry for cash to the highest bidder, such sales to be advertised and made in the manner sales of like property are required by law to be advertised and made under execution, but the Trustee shall have the right to fix a day of sale other than the day fixed by law for execution sales; and in case said property is situated in more than one county, the sale may be made in either county at his discretion, but shall be advertised in all counties where situated; and in case of personal property too cumbersome to move, then such sale may be made without the presence of such property, or on the premises where the same may be situated at the discretion of the trustee. Out of the proceeds of the sale the trustee shall pay all the indebtedness of every kind secured by this deed of trust, including a reasonable trustee's fee and the expenses of executing this trust.

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

VI. Should the trustee take possession of the property herein conveyed, such trustee may without court proceedings, enter upon and take possession of said property and he shall have the right to the management, control and collection of said property as well as the rents, issues, and profits arising therefrom and in order to effectually carry out this purpose, said trustee or his successors and the beneficiaries under this deed of trust it is agreed and understood, will be entitled to have a receiver appointed by order of any court of competent jurisdiction, which receiver may be appointed as a matter of right and without any further notice and the trustee herein or his successors may be appointed as such receiver and until so appointed, he may act in all matters in connection with the property and rights hereunder conveyed as if he were a trustee subject to all the terms and conditions of this trust properly appointed by decree of court.

WITNESS our signatures, this the 8th day of November, 1975.

Billy J. Wilhite
 BILLY J. WILHITE
Carolyn A. Wilhite
 CAROLYN A. WILHITE

STATE OF MISSISSIPPI
 COUNTY OF DESOTO

Personally appeared before me, a notary public in and for said county and state, the above named BILLY J. WILHITE AND WIFE, CAROLYN A. WILHITE, 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 8th day of November, 1975.

My commission expires:


John Baker
 NOTARY PUBLIC

STATE OF MISSISSIPPI, DESOTO COUNTY.
 I certify that the within instrument was filed for record at 8 o'clock 50 minutes A M. 20 day of November 1975, and that the same has been recorded in Book 193 Page 254 records of REAL ESTATE TRUST DEEDS of said County.

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

Fees \$3.50 pd.

SEAL H. P. Ferguson CLERK

Substitution of trustee
Assignment of this instrument Recorded in
Real Estate T.D. Book
No. 278 Page 420
This the 9 day of Nov. 19 81
G. D. Ferguson

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Assignment of this instrument Recorded in
Real Estate T.D. Book
No. 195 Page 390
This the 26 day of Jan 19 26
G. D. Ferguson

DEED OF TRUST

JAMES R. BAILEY AND WIFE, JEAN M. BAILEY to BRIDGETOWN, INC., A
Mississippi Corporation. *JMB JB*

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 640, 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.

INDEXED BY AUTHORITY RECORDED IN BOOK
637 NOV 5 1981
NOV 11 DAY OF NOV 93
W. E. Davis
Chancery Clerk
By: Woodward, P.C.

This is the first lien on the above described property.

IN TRUST FOR THE FOLLOWING PURPOSES:

JMB JB I. (A) To secure the payment of the following note or notes in favor of BRIDGETOWN, INC., A Mississippi Corporation dated even herewith,

in the amount of Four Thousand Dollars and No Cents Dollars (\$ 4,000.00), 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 \$ 52.87 each beginning the 1st day of November, 1975, with a like installment due and payable on or before the First day of each succeeding month thereafter until paid in full.

(B) Also any amount paid out or contracted to be paid, by the holder of said indebtedness to protect the property herein described or the title thereto, including insurance, taxes, assessments, and any other liens or charges. All such additional indebtedness or advances, when not otherwise specified by contract to bear ten (10) per cent interest from date made, and due on demand.

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

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

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

IV. If said grantor or grantors should make default in any one or more of the obligations and conditions undertaken by them herein; or if the Trustee or owner or owners hereof should at any time believe any of the property herein conveyed endangered as security by remaining in grantor's possession; or if the grantors or either of them, should be adjudged a bankrupt under either the Federal Bankruptcy Laws, or the State Insolvency Laws, then the owner or owners of said indebtedness, or any part thereof, shall have the right to declare the entire indebtedness of every

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

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

VI. Should the trustee take possession of the property herein conveyed, such trustee may without court proceedings, enter upon and take possession of said property and he shall have the right to the management, control and collection of said property as well as the rents, issues, and profits arising therefrom and in order to effectually carry out this purpose, said trustee or his successors and the beneficiaries under this deed of trust it is agreed and understood, will be entitled to have a receiver appointed by order of any court of competent jurisdiction, which receiver may be appointed as a matter of right and without any further notice and the trustee herein or his successors may be appointed as such receiver and until so appointed, he may act in all matters in connection with the property and rights hereunder conveyed as if he were a trustee subject to all the terms and conditions of this trust properly appointed by decree of court.

WITNESS our signatures, this the 8th day of November, 1975.

James R. Bailey
JAMES R. BAILEY

Jean M. Bailey
JEAN M. BAILEY

STATE OF MISSISSIPPI
COUNTY OF DESOTO

Personally appeared before me, a notary public in and for said county and state, the above named JAMES R. BAILEY AND WIFE, JEAN M. BAILEY, who acknowledged that they signed, sealed, and delivered the foregoing Trust Deed on the date named.

GIVEN under my hand and seal of office, this the 8th day of November, 1975.



James R. Bailey
NOTARY PUBLIC

My commission expires:

11/15/76

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 8 o'clock 50 minutes A.M. 20 day of November 1975, and that the same has been recorded in Book 193 Page 261 records of REAL ESTATE TRUST DEEDS of said County.

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

Fees \$ 3.50 pd.

SEAL H. P. Ferguson, CLERK

ORDER TO CLERK TO CANCEL DEED OF TRUST

STATE OF MISSISSIPPI
COUNTY OF DESOTO

KNOW ALL MEN BY THESE PRESENTS: That James W. Amos, Trustee, of the beneficiary, S&W CONSTRUCTION COMPANY OF TENN., INC., A Tennessee Corporation does hereby certify that a certain trust deed bearing date the 17th day of August, 1975, made and executed by JOHN W. COX AND WIFE, CAROLYN H. COX 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. 190, on Page 255, of the Record of Trust Deeds, on the 8th day of September, 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.

Said Deed of Trust was assigned to North Mississippi Savings & Loan Association by Assignment dated September 12, 1975, and recorded in Book 190, Page 513, office of the Chancery Clerk of DeSoto County, Mississippi.

THIS THE 17th day of October, 1975.

James W. Amos
JAMES W. AMOS, TRUSTEE

NORTH MISSISSIPPI SAVINGS & LOAN ASSOCIATION

By Joe M. Hudspeth
JOE M. HUDSPETH, GENERAL MANAGER

STATE OF MISSISSIPPI
COUNTY OF DESOTO

North Miss. Savings & Loan Association

Personally came and appeared before me, the undersigned authority of law in and for county and state aforesaid, Joe M. Hudspeth, General Manager of / 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 first duly authorized so to do.

GIVEN under my hand and seal of office this 17 day of October, A.D. 1975.

Richard Davis
NOTARY PUBLIC
Circuit Court Clerk

My commission expires:
June 4, 1976

STATE OF MISSISSIPPI
COUNTY OF DESOTO

Personally came and appeared before me, the undersigned authority of law in and for county and state aforesaid, JAMES W. AMOS, TRUSTEE, who acknowledged that he signed and delivered the above and foregoing instrument on the day and date for the purpose therein mentioned, for and on behalf of said corporation, after having been first duly authorized so to do.

GIVEN under my hand and seal of office this 18th day of November, A.D. 1975.

[Signature]
NOTARY PUBLIC



STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 8 o'clock 50 minutes A M. 20 day of November 1975, and that the same has been recorded in Book 193 Page 263 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 20 day of November 1975.

Fees \$3.00 pd.

SEAL *[Signature]* CLERK

Assignment of this Instrument Recorded in
Real Estate Trust Deed Book
No. 280 Page 73
This the 15 day of Jan. 19 82
H. D. Ferguson

Assignment of this Instrument
Real Estate Trust Deed Book
No. 194 Page 337
This the 16 day of Dec 19 75
H. D. Ferguson

DEED OF TRUST

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

D-22656-SR
THIS DEED OF TRUST is made this 7th day of November, 19 75, among the

Grantor, Charles S. French and wife, Nora T. French (herein "Borrower"),
Delta Title Company (herein "Trustee"),
and the Beneficiary, National Mortgage Company, a corporation
organized and existing under the laws of State of Tennessee, whose address is
4041 Knight Arnold Road, Memphis, Tenn. 38118 (herein "Lender").

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

Lot 711, Greenbrook Subdivision, Section D, as shown on plat of record in plat book 9, pages 42 & 43, in Section 19, Township 1, South, Range 7 West, in the office of the Chancery Clerk of 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 November 4, 1975.

The holders of the indebtedness described herein shall have the option at any time to require Grantors to pay to the Holders of the indebtedness in addition to and concurrent to the monthly installment of principal and interest and escrow for taxes and hazard insurance, a sum equal to one-twelfth of the annual flood insurance premium in the event the Holder of the indebtedness requires flood insurance and same is available under the National Flood Insurance Act of 1968 or subsequent similar legislation; said sum to be held in escrow without liability of the part of the holder of the indebtedness to be returned to Grantors and to be used in payment of said insurance when the said payable, if the amount so held shall at any time be insufficient to pay said insurance premium when due and payable, the Grantors shall reimburse day all 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 Eight Hundred Fifty Dollars 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 seized of the estate hereby conveyed and has the right to grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any easements and restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

CANCELLED BY AUTHORITY RECORDED IN BOOK
281 PAGE 660
THIS 19 DAY OF Mar. 19 82
H. 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

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

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

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

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

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

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

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

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

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

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

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

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

Charles S. French
Charles S. French —Borrower
Nora T. French
Nora T. French —Borrower
2617 Old Forge Road
Southaven, Miss. 38671
Property Address

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

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

Given under my hand and seal of office, on this the 7th day of November, A.D. 19 75.

My Commission expires:

M. Welfer
Notary Public

My Commission Expires June 11, 1976

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. 20 day of November 1975, and that the same has been
recorded in Book 193 Page 265 records of REAL ESTATE TRUST DEEDS
of said County.

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

Fees \$ 5.00 pd.

SEAL H. P. Ferguson, CLERK

ASSIGNMENT OF DEED OF TRUST

FOR AND IN CONSIDERATION of the sum of One (\$1.00) Dollar and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby assign, set over, and transfer unto S & W CONSTRUCTION COMPANY OF TENN., INC. all right, title and interest in and to that certain Deed of Trust executed for the benefit of S & W CONSTRUCTION COMPANY OF TENN., INC. by George L. Russom, Jr. and wife, Mary E. Russom, dated August 1, 1975, recorded in Book 188 at Page 657 of the Land Trust Deed Records of DeSoto County, Mississippi, together with a note evidencing the indebtedness secured thereby in the original principal amount of \$6,700.00.

This the 21st day of October, 1975.

NORTH MISSISSIPPI SAVINGS & LOAN ASSOCIATION

By: Joe M. Hudspeth
Joe M. Hudspeth,
Secretary

THE STATE OF MISSISSIPPI
THE COUNTY OF

This day personally appeared before the undersigned Notary Public in and for said County and State the within and above named Joe M. Hudspeth, Secretary of NORTH MISSISSIPPI SAVINGS & LOAN ASSOCIATION, who acknowledged that he signed and delivered the foregoing Assignment of Deed of Trust on the day and year therein mentioned.

WITNESS my hand and seal Notarial this 21st day of October, 1975.



Celia P. James
Notary Public
(OFFICIAL TITLE)

My Commission Expires: April 9, 1979

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 8 o'clock 50 minutes A M. 20 day of November 1975, and that the same has been recorded in Book 193 Page 269 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 20 day of November 1975.
Fees \$ 2.50 pd.
SEAL H. P. Ferguson CLERK

FOR REAL ESTATE, CHATTEL OR BOTH

Jerry G. Wilhite, et ux
 To { DEED OF TRUST
William N. Bird, et ux

THIS INDENTURE, Made this 18th day of November, 1975
 between Jerry G. Wilhite and wife, Donna Wilhite
and William N. Bird AND WIFE, Janie J. Bird

WITNESSETH, That whereas, said part ies of the first part, being indebted to the said part ies of the second part in the sum of Three Thousand Dollars (\$3,000.00) evidenced by a promissory note of even date, bearing 7-1/2% interest from date, due and repayable in 36 equal amortized monthly installments of \$93.32 each, first of said installments shall be due 1-15-76 and one installment due each succeeding month thereafter until paid in full with each installment to be applied first toward accrued interest and the balance to the reduction of principal

and any further amount that the party of the second part may furnish the party of the first part during the year 19... not to exceed... of the first part, having agreed to secure the payment of the same when due. Therefore, in consideration of the premises, and of the sum of One Dollar to the part ies of the first part paid by George S. McIngvale Trustee, the part ies of the first part have this day granted, bargained, and sold to the said Trustee the following described property, located in the County of DeSoto, and state of Mississippi, viz: All of the agricultural products of every kind that grow on the land, and all the crops of every kind to be grown by any family, or any hands working with or under any authority, or lease, or to be cultivated, or harvested, or stored, or otherwise, during the year 19... on the land that may hereafter be cultivated, or harvested, or stored, or otherwise, during the year 19... forming implements, of every kind and

Lot 115, Woodland Lake Subdivision in Section 19, Township 3, Range 9 as shown by recorded plat of said subdivision in Plat Book 1 , Pages 15A, 15B and 15C in the office of the Chancery Clerk of DeSoto County, Mississippi.

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

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

Witness OUR signature _____ Ehe date written above. Jerry G. Wilhite
 _____ Donna Wilhite

STATE OF MISSISSIPPI, DeSOTO COUNTY.
 Personally appeared before me the undersigned authority _____ of said County, the within named Jerry G. Wilhite and wife, Donna Wilhite

who acknowledged that they signed and delivered the foregoing Deed of Trust on the day and year therein mentioned. Given under my hand and official seal, this 18th day of November, 1975.
 (SEAL) _____ Shelba Ketchum Clerk
 My Commission Expires: _____ 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 10 o'clock
30 minutes A. M. 20 day of November, 1975, and that the same has been
 recorded in Book 193 Page 270 records of REAL ESTATE TRUST DEEDS
 of said County.
 Witness my hand and seal this the 20 day of November, 1975.
 Fees \$ 2.50 pd.
 SEAL H. P. Ferguson CLERK

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST

Class C

STATE OF MISSISSIPPI, } ss.
DeSoto County.

KNOW ALL MEN BY THESE PRESENTS: That The Hernando Bank
of Hernando, Mississippi the beneficiary, does hereby certify that a certain trust deed
bearing date the 27th day of July 1975, made and executed by Wade B. Scruggs, Jr.,
Et ux
of Hernando, Mississippi 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 163 on page 250
of the Record of Trust Deeds, on the 27th day of July, 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 of Hernando,
Mississippi, A Mississippi
Banking Corporation
By: [Signature]
Title

STATE OF MISSISSIPPI, } ss.
DeSoto County.

Personally came and appeared before me, the undersigned authority a Notary Public
of the above named Corpor-
in and for County and State aforesaid Wade B. Scruggs, Jr., President who acknowledged that he signed and
Title
delivered the above and foregoing instrument on the act and deed of said corporation being first
duly authorized so to
Given under my hand and seal of office this 19th day of November 1975 do

Seal My Commission Expires Jan. 7, 1978


[Signature]
Notary Public

LAWRENCE-GREENWOOD 67844

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock
no minutes A M. 20 day of November 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 20 day of November 1975.

Fees \$ 3.50 pd.

SEAL [Signature] CLERK

o/p 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 25th day of June 1975, made and executed by James Tiner and
Ida Louise Tiner 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. 187 on page 271
of the Record of Trust Deeds, on the 26th day of June, A. D. 1975, is now fully paid
and satisfied; and I do hereby authorize the Clerk of the Chancery Court of said DeSoto
County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of
said County also as provided by law. This the 19th day of November, 1975.

THE HERNANDO BANK
[Signature]
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 19th day of November, A. D. 1975
My Commission Expires Jan. 7, 1978
[Signature]



LAWRENCE-GREENWOOD 87844

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock
no minutes A M. 20 day of November 1975, and that the same has been
recorded in Book 193 Page 272 records of REAL ESTATE TRUST DEEDS
of said County.

Witness my hand and seal this, the 20 day of November 1975.
Fees \$ 2.50 pd.

SEAL [Signature] CLERK

H. B. Funguan
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

Reeves-Williams, Inc.

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 the third part, hereinafter designated as the Beneficiary.

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

TWENTY SEVEN THOUSAND, ONE HUNDRED SIXTY AND no/100 DOLLARS

(\$ 27,160.00) 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 966, 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.

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

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary herein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment of interest as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other covenant herein contained, then and in that event the entire principal sum secured hereby with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, or the owner or holder of said note or notes, be and become at once due and payable, and the trustee herein named, or his successor or successors, shall, at the request of the beneficiary, or at the request of any owner or holder of the note or notes secured hereby, sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid. Such sale shall be made by giving notice of the time, place and terms of sale as required by Section 833 of the Mississippi Code of 1943 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 beneficiary therein, or upon this deed of trust, or the indebtedness secured hereby, without regard to any law heretofore enacted or that may hereafter be enacted imposing payment of the whole or any part thereof upon either the trustee or beneficiary, and further will furnish annually to the beneficiary certificates or receipts of the proper officer showing full payment of all such taxes and assessments.

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

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

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

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

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

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

IN TESTIMONY WHEREOF, witness the signature of the grantor this the 19th day of November 1975

Reeves-Williams, Inc.

ATTEST:

Hunter Brannon
Hunter Brannon,
Secretary-Treasurer

BY: *Robert M. Williams, Jr.*
Robert M. Williams, Jr., 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

STATE OF MISSISSIPPI
COUNTY OF

Personally appeared before me, the undersigned Notary Public in and for the jurisdiction aforesaid,

**Robert M. Williams, Jr. and Hunter Brannon, 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 21st day of November 19 75

Jaime B. Faurey
Notary Public

1-16-77

My Commission Expires:

REPRINTED
W. F. R. & S. LTD.
P. O. BOX 241
SOUTHAVEN, MISSISSIPPI 38671

LAND DEED OF TRUST

from _____
to _____

Trustee
Filed for Record November 20, 1975
10 o'clock A M.
H. D. Ferguson, Clerk
STATE OF MISSISSIPPI }
Chancery Court
Desoto County

I certify that this Deed of Trust was filed for record in my office at 10 o'clock A M., on the 20 day of November, 19 75 and was duly recorded the _____ day of _____, 19 _____ on page _____ in my office.

Witness my hand and seal of office, this _____ day of _____, 19 _____
Clerk _____, D. C.

PUBLISHED BY HEDERMAN BROTHERS
JACKSON, MISSISSIPPI

Ad 5.00

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock no minutes A M. 20 day of November 1975, and that the same has been recorded in Book 193 Page 273 records of REAL ESTATE TRUST DEEDS of said County.

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

Fees \$ 5.00 pd.

SEAL: *H. D. Ferguson*, CLERK

H. H. 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

REEVES- WILLIAMS, INC.

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 the third part, hereinafter designated as the Beneficiary.

WITNESSETH: That whereas the Grantor is justly indebted to the beneficiary in the full sum of
Thirty Three Thousand, Five Hundred Sixty and no/100----- DOLLARS
(\$ 33,560.00) 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
int-rest, 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 Dol-
lars (\$10.00) cash in hand paid by the aforesaid trustee, the receipt of which is hereby acknowledged,
the grantor does hereby convey and warrant unto the said trustee, the property situated in the

County of DeSoto

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

Lot 1239, Section "F" Greenbrook Subdivision, in Section 19,
Township 1 South, Range 7 West as per plat thereof recorded
in Plat book 9, pages 46, in the office of the Chancery Clerk
of DeSoto County, Mississippi.

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

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary herein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereof, or of any installment of interest as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other covenant herein contained, then and in that event the entire principal sum secured hereby with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, or the owner or holder of said note or notes, be and become at once due and payable, and the trustee herein named, or his successor or successors, shall, at the request of the beneficiary, or at the request of any owner or holder of the note or notes secured hereby, sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid. Such sale shall be made by giving notice of the time, place and terms of sale as required by Section 588 of the Mississippi Code of 1942 and amendments if any thereto, and the trustee shall make deed to the purchaser or purchasers. Should the beneficiary, or the owner or holder of the note or notes secured hereby be a corporation, then in such event a declaration of default to the trustee, and a request for sale hereunder, may be made by any officer thereof. If the land covered hereby is situated in two or more counties, or in two judicial districts of the same county, the trustee may sell the whole in any of the counties, or in either of the judicial districts of a county in which any part of the land lies. Out of the proceeds of sale the trustee shall first pay the cost of advertising and making the sale; and secondly, he shall pay whatever items may have been incurred and remain unpaid in the protection of this security; then he shall pay such of the items of indebtedness secured hereby as may be outstanding in the order of their maturity, and any balance remaining in his hands shall be delivered to the grantor, or to his proper representatives, agents or assigns.

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

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

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

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

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

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

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

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

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

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

IN TESTIMONY WHEREOF, witness the signature of the grantor this the 19th day of November 19 75
REEVES - WILLIAMS, INC.

Attest:

Hunter Brammon
Hunter Brammon, Secretary-Treasurer

BY: *Robert M. Williams, Jr.*
Robert M. Williams, Jr., 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

STATE OF MISSISSIPPI
COUNTY OF

Personally appeared before me, the undersigned Notary Public in and for the jurisdiction aforesaid,
Robert M. Williams, Jr., and Hunter Brannon
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 19th day of November

James B. Young
Notary Public
My Commission Expires: January 16, 1977



RECORDS TO
W. F. R. ...
P. O. ...
SOUTHAVEN, MISSISSIPPI 38671

LAND DEED OF TRUST

from
to

Trustee

Filed for Record November 20, 1975

10 o'clock A. M. ✓

H. H. Ferguson Clerk

STATE OF MISSISSIPPI }
Desoto County }
Chancery Court

I certify that this Deed of Trust was filed for
record in my office at 10 o'clock A. M., on
the 20 day of November, 1975
and was duly recorded the .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

Pd 5.00

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock
no minutes A. M. 20 day of November 1975, and that the same has been
recorded in Book 193 Page 277 records of REAL ESTATE TRUST DEEDS
of said County.

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

Fees \$ 5.00 pd.

SEAL *H. P. Ferguson* CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK 363 PAGE 321 DAY OF April 19 86
H.D. Ferguson
CLERK

FOR REAL ESTATE, CHATTEL OR BOTH

Beverly L. Sanders, et ux

To DEED OF TRUST

J. B. Miller, et ux

THIS INDENTURE, Made this 18 day of November, 1975, between Beverly L. Sanders, and wife, Elizabeth L. Sanders, of the first part, and J.B. Miller and wife, June B. Miller, 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 Eight Thousand Two Hundred Thirty Dollars (\$8,230.00) being due and payable on or before March 1, 1976.

Therefore, in consideration of the premises, and of the sum of One Dollar to the part ies of the first part paid by Dudley B. Bridgforth, Jr., Trustee, the part ies of the first part 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 ground and products of every kind that now is on hand, and all the crops of every kind to be grown by and family or one hand 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 355, Section "D" Carriage Hills Subdivision, in Section 23, Township 1 South, Range 8 West, as per plat thereof recorded in plat book 5, pages 4 and 5, in the office of the Chancery Clerk of DeSoto County, Mississippi.

Parties of the First Part reserve the right to prepay all or any part of said indebtedness on or before due dates without penalty. Failure to make any installments when due shall operate to cause the entire unpaid indebtedness to become immediately due and payable.

This is a second lien deed of trust on the above described property.

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, 1976, then this instrument to be void, but in default thereof the said Trustee shall take possession of said property, and after giving notice of the time, place and terms of sale, by advertisement according to law in DeSoto County, shall sell the same at public auction, to the highest bidder for cash, at such time and place as he shall designate in said advertisement. The proceeds of said sale shall be applied to the payment of said indebtedness and all costs incurred herein, and if there be a surplus, such surplus shall be refunded to the part ies of the first part. In case of failure or inability on the part of said Trustee to execute the trust herein outlined, the part ies of the second part ies their assigns or legal representatives, can at any time appoint a Trustee to act in his stead.

Witness our signatures the date written above.

Beverly L. Sanders
Elizabeth L. Sanders
Beverly L. Sanders
Elizabeth L. Sanders

STATE OF MISSISSIPPI, DeSOTO COUNTY.

Personally appeared before me the undersigned authority of said County, the within named

Beverly L. Sanders and wife, Elizabeth L. Sanders

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

Given under my hand and official seal, this 18th day of November, 1975

My Commission Expires: (SEAL) January 16, 1977

By Notary Public

STATE OF MISSISSIPPI, DeSOTO COUNTY.

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

one of the subscribing witnesses to the foregoing Deed of Trust, who, being first duly sworn,

deposed and said that he saw the above named

whose name subscribed thereto, sign and deliver the same to the said Trustee; that he, this deponent, subscribed his name as a witness

and that he saw the other subscribing witness

STATE OF MISSISSIPPI, DeSOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock
no minutes A.M. 20 day of November 1975, and that the same has been
recorded in Book 193 Page 281 records of REAL ESTATE TRUST DEEDS
of said County.

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

Fees \$ 2.50 pd.

SEAL H. D. Ferguson, CLERK

ASSIGNMENT

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

Government National Mortgage Association
of Washington, D. C., that certain Deed of Trust
executed by

Roy E. Ashton and wife, Linda B. Ashton
to G. L. Oates, Trustee for the use and benefit of Wortman & Mann, Inc. beneficiary on the 30th day of October, 1975 encumbering certain lands in the County of DeSoto, State of Mississippi, which said Deed of Trust is recorded in Book 192 at Page 560 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 \$ 32,350.00 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 17th day of November, 1975

WORTMAN & MANN, INC.

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

ATTEST:

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

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

Given under my hand and official seal of office, this 17th day of November, 1975

My Commission Expires August 2, 1979



[Signature]
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock no minutes A M. 20 day of November 1975, and that the same has been recorded in Book 193 Page 282 records of REAL ESTATE TRUST DEEDS of said County.

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

Fees \$ 2.50 pd.

SEAL [Signature] CLERK

Assignment of this instrument Recorded in
Real Estate 710 Book
208 Page 188
on the 4th day of July 1977

Assignment of this instrument Recorded in
Real Estate 710 Book
No. 195 Page 56
on the 7th day of Nov. 1976
W.D. Buchanan

DEED OF TRUST

THIS DEED OF TRUST is made this 19th day of November, 1975, among the Grantor, Cecil Jordan and wife, Gayla J. Jordan

DeSoto Title Co., Inc. (herein "Borrower"),
and the Beneficiary, National Bank of Commerce (herein "Trustee"),
organized and existing under the laws of Tennessee, a corporation
1 Commerce Square, Memphis, Tennessee, whose address is
(herein "Lender").

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

Lot 21, Section A Revised, Churchwood Estates Subdivision in Section 2, Township 2, Range 8 as per plat thereof recorded in Plat Book 12, pages 45 & 46 in the office of the Chancery Clerk of DeSoto County, Mississippi.

CANCELLED BY AUTHORITY, RECORDED IN BOOK
542 PAGE 479
THE 28 DAY OF May 1991
W.D. Buchanan
Chancery Clerk

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

To SECURE to Lender (a) the repayment of the indebtedness evidenced by Borrower's note of even date herewith (herein "Note"), in the principal sum of Thirty-two hundred fifty & no/100 Dollars, with interest thereon, providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on December 1, 2005; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Deed of Trust; and the performance of the covenants and agreements of Borrower herein contained; and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances").

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 18 hereof.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

18. Acceleration; Remedies. Except as provided in paragraph 17 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Deed of Trust, including the covenants to pay when due any sums secured by this Deed of Trust, Lender prior to acceleration shall mail notice to Borrower as provided in paragraph 14 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Deed of Trust and sale of the Property. If the breach is not cured on or before the date specified in the notice, Lender at Lender's option may declare all of the sums secured by this Deed of Trust to be immediately due and payable without further demand, and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable attorney's fees.

If Lender invokes the power of sale, Lender shall send to Borrower, in the manner provided in paragraph 14 hereof, notice of Lender's election to sell the Property. Trustee shall give notice of sale by public advertisement for the time and in the manner prescribed by applicable law. Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder for cash at such time and place in DeSoto County as Trustee designates in the notice of sale in one or more parcels and in such order as Trustee may determine. Lender or Lender's designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property so sold without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all costs and expenses of the sale, including, but not limited to, reasonable Trustee's and attorney's fees and costs of title evidence; (b) to all sums secured by this Deed of Trust; and (c) the excess, if any, to the person or persons legally entitled thereto.

19. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Deed of Trust, Borrower shall have the right to have any proceedings begun by Lender to enforce this Deed of Trust discontinued at any time prior to sale of the Property pursuant to the power of sale contained in this Deed of Trust or at any time prior to entry of a judgment enforcing this Deed of Trust if: (a) Borrower pays Lender all sums which would be then due under this Deed of Trust, the Note and notes securing Future Advances, if any, had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Deed of Trust; (c) Borrower pays all reasonable expenses incurred by Lender and Trustee in enforcing the covenants and agreements of Borrower contained in this Deed of Trust and in enforcing Lender's and Trustee's remedies as provided in paragraph 18 hereof, including reasonable attorney's fees; and (d) Borrower takes such action as Lender may reasonable require to assure that the lien of this Deed of Trust, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Deed of Trust shall continue unimpaired. Upon such payment and cure by Borrower, this Deed of Trust and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

20. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 18 hereof or abandonment of the Property, Lender, in person, by agent or by judicially appointed receiver shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the Receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Deed of Trust. Lender and the receiver shall be liable to account only for those rents actually received.

21. Future Advances. Upon request of Borrower, Lender, at Lender's option prior to release of this Deed of Trust, may make Future Advances to Borrower. Such Future Advances, with interest thereon, shall be secured by this Deed of Trust when evidenced by promissory notes stating that said notes are secured hereby.

22. Release. Upon payment of all sums secured by this Deed of Trust, Lender or Trustee shall cancel this Deed of Trust without charge to Borrower. If Trustee is requested to cancel this Deed of Trust, all notes evidencing indebtedness secured by this Deed of Trust shall be surrendered to Trustee.

23. Substitute Trustee. Lender at Lender's option may from time to time remove Trustee and appoint a successor Trustee to any Trustee appointed hereunder by instrument recorded in the county in which this Deed of Trust is recorded. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon the Trustee herein and by applicable law.

IN WITNESS WHEREOF, Borrower has executed this Deed of Trust.

Cecil Jordan
—Borrower
Gayla Jordan
—Borrower
1414 Farnell
Horn Lake, Mississippi 38637
Property Address

STATE OF MISSISSIPPI, DeSoto COUNTY ss:

Personally appeared before me, the undersigned authority in and for said County and State, the within named Cecil Jordan and wife, Gayla J. Jordan who acknowledged that he signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and seal of office, on this the 19th day of November, A.D., 1975.

My Commission expires:

5-8-76

Barbara J. Crutcher
Notary Public

STATE OF MISSISSIPPI, DeSOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock and 30 minutes A.M. 20 day of November 1975 and that the

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 30 minutes A.M. 20 day of November 1975, and that the same has been recorded in Book 193 Page 283 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 20 day of November 1975.

Fees \$ 5.00 pd.

SEAL: H. P. Ferguson, CLERK

Mississippi

ASSIGNMENT OF
DEED OF TRUST

For valuable consideration the receipt of which is acknowledged,
the undersigned does hereby transfer and assign unto the

GOVERNMENT NATIONAL MORTGAGE ASSOCIATION, ATLANTA, GEORGIA,

that certain Deed of Trust executed by

CHARLES C. KERR, JR. and wife, JUDITH M. KERR,

to C. B. Henley, Trustee, for the benefit of Bailey
Mortgage Company, dated November 3, 1975, securing a note in

the sum of \$ 36,200.00 recorded in Book 193, Page 57,
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 3rd day of November, 19 75.



BALILEY 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 17 day of

November, 1975.

Lucille Brown
NOTARY PUBLIC

My Commission Expires Oct. 31, 1978



STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock
30 minutes A M. 20 day of November 1975, and that the same has been
recorded in Book 193 Page 287 records of REAL ESTATE TRUST DEEDS
of said County.

Witness my hand and seal this the 20 day of November 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 BAILEY MORTGAGE COMPANY,

XK the beneficiary, does hereby certify that a certain trust deed bearing date the 3rd day of July, 19 75, made and executed by ALBERTINE-McCRORY REALTY COMPANY, A Tennessee Corporation, to said company,

the above named beneficiary, and recorded in the office of the Chancery Clerk of DeSoto County, in the State of Mississippi in Real Estate Trust Deed Record No 188 on page 301 of the Record of Trust Deeds, on the 28th day of July, A. D. 19 75, is now fully paid and satisfied; and I do hereby authorize the Clerk of the Chancery Court of said DeSoto County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of said County also as provided by law.



BALILEY MORTGAGE COMPANY
By Paul J. Salvo
(Name) Paul J. Salvo, Comptroller
(Title)

STATE OF MISSISSIPPI, }
DeSoto County. } ss.

Personally came and appeared before me, the undersigned authority, a Notary Public
(Name) Lucille Brown the (Title) Comptroller
in and for County and State aforesaid, / of BAILEY MORTGAGE COMPANY, who acknowledged that he signed and

delivered the above and foregoing instrument on the day and date for the purpose therein mentioned.
Given under my hand and seal of office this 18th day of November A. D. 19 75



Lucille Brown
NOTARY PUBLIC

My Commission Expires: My Commission Expires Oct. 31, 1978

LAWRENCE-GARDNER 82844

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 1 o'clock 10 minutes p M. 20 day of November 1975, and that the same has been recorded in Book 193 Page 288 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 20 day of November 1975.
Fees \$ 2.50 pd.

SEAL H. P. Ferguson CLERK

CANCELLED BY AUTHORITY, RECORDED IN BOOK
1187 PAGE 223
THIS 9th DAY OF Feb., 2000
W. E. Davis
CHANCERY CLERK
W. B. Stoney, Jr.

Assignment of this Instrument Recorded in
Real estate 710 Book
No. 422 Page 131
Date the 1st day of Dec. 19 87
H. H. Ferguson
By S. J. Taylor, D.C.

USDA-FHA
Form FHA 427-1 MS
(Rev. 9-7-71)

Position 6

REAL ESTATE DEED OF TRUST FOR MISSISSIPPI
(INSURED LOANS TO INDIVIDUALS)

THIS INDENTURE, made and entered into this day, 19 November 19, 1975,
(Date)

by and between the undersigned
L. B. ROBERTSON and wife, CATHERINE V. ROBERTSON,
residing in Shelby Tennessee,
County, ~~DeSoto~~ whose post office
address is 710 Farris - Memphis, Tennessee, ~~38109~~
grantor(s), herein called "Borrower," and
Aaron R. Goolsby,

as trustee, herein called "Trustee," and the United States of America, acting through the Farmers Home Administration,
United States Department of Agriculture, beneficiary, herein called the "Government," WITNESSETH THAT:

WHEREAS, Borrower is justly indebted to the Government as evidenced by one or more certain promissory note(s) or
assumption agreement(s), herein called "note" (if more than one note is described below, the word "note" as used herein
shall be construed as referring to each note singly or all notes collectively, as the context may require), said note being
executed by Borrower, being payable to the order of the Government in installments as specified therein, authorizing accel-
eration of the entire indebtedness at the option of the Government upon any default by Borrower, and being further described
as follows:

<u>Date of Instrument</u>	<u>Principal Amount</u>	<u>Annual Rate of Interest</u>	<u>Due Date of Final Installment</u>
November <u>19</u> , 1975	\$20,180.00	8-1/8 %	November <u>19</u> , 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

(See next page.)

Lot No. 7, 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. No amount due and unpaid under the terms of the note, whether it is held by the Government or by an insured holder, may be credited by the Government on the note and thereupon shall constitute an advance by the Government for the account of Borrower. Any advance by the Government as described in this paragraph shall bear interest at the note rate from the date on which the amount of the advance was due to the date of payment to the Government, provided that Borrower shall be required to pay interest on only the principal portion of such advance unless otherwise provided in the regulations of the Farmers Home Administration.

(4) Whether or not the note is insured by the Government, the Government may at any time pay any other amounts required herein to be paid by Borrower and not paid by him when due, as well as any costs and expenses for the preservation, protection, or enforcement of this lien, as advances for the account of Borrower. All such advances shall bear interest at the rate borne by the note which has the highest interest rate.

(5) All advances by the Government as described in this instrument, with interest, shall be immediately due and payable by Borrower to the Government without demand at the place designated in the latest note and shall be secured hereby. No such advance by the Government shall relieve Borrower from breach of his covenant to pay. Any payment made by Borrower may be applied on the note or any indebtedness to the Government secured hereby, in any order the Government determines.

- (6) To use the loan evidenced by the note solely for purposes authorized by the Government.
- (7) To pay when due all taxes, liens, judgments, encumbrances, and assessments against the property and promptly deliver to the Government without demand receipts evidencing such payments.
- (8) To keep the property insured as required by and under insurance policies approved by, delivered to, and retained by the Government.
- (9) To maintain improvements in good repair and make repairs required by the Government; operate the property in a good and husbandlike manner; comply with such farm conservation practices and farm and home management plans as the Government from time to time may prescribe; and not to abandon the property, or cause or permit waste, lessening or impairment of the security covered hereby, or, without the written consent of the Government, cut, remove, or lease any timber, gravel, oil, gas, coal, or other minerals except as may be necessary for ordinary domestic purposes.
- (10) To comply with all laws, ordinances, and regulations affecting the property.
- (11) To pay or reimburse the Government for expenses reasonably necessary or incidental to the protection of the lien and priority hereof and to the enforcement of or the compliance with the provisions hereof and of the note and any supplementary agreement (whether before or after default), including but not limited to costs of evidence of title in and survey of the property, costs of recording this and other instruments, attorneys' fees, trustees' fees, court costs, and expenses of advertising, selling, and conveying the property.
- (12) Neither the property nor any portion thereof or interest therein shall be leased, assigned, sold, transferred, or encumbered, voluntarily or otherwise, without the written consent of the Government. The Government shall have the sole and exclusive rights as mortgagee hereunder, including but not limited to the power to grant consents, partial releases, subordinations, satisfaction, and no insured holder shall have any right, title or interest in or to the lien or any benefits hereof.
- (13) At all reasonable times the Government and its agents may inspect the property to ascertain whether the covenants and agreements contained herein or in any supplementary agreement are being performed.
- (14) The Government may extend and defer the maturity of and renew and reamortize the debt evidenced by the note or any indebtedness to the Government secured hereby, release from liability to the Government any party so liable thereon, release portions of the property from and subordinate the lien hereof, and waive any other rights hereunder, without affecting the lien or priority hereof or the liability to the Government of Borrower or any other party for payment of the note or indebtedness secured hereby except as specified by the Government in writing.
- (15) If at any time it shall appear to the Government that Borrower may be able to obtain a loan from a production credit association, a Federal land bank, or other responsible cooperative or private credit source, at reasonable rates and terms for loans for similar purposes and periods of time, Borrower will, upon the Government's request, apply for and accept such loan in sufficient amount to pay the note and any indebtedness secured hereby and to pay for any stock necessary to be purchased in a cooperative lending agency in connection with such loan.
- (16) The power to appoint a substitute trustee is hereby granted to the Government and its assigns, to be exercised at any time hereafter, without notice and without specifying any reason therefor, by filing for record in the office where this instrument is recorded an instrument of appointment, whereupon the substitute trustee shall succeed to all the estates, rights, powers, and trusts herein granted to or vested in Trustee, and the former trustee or substitute trustee shall be divested thereof; and notice of the exercise of this power and any requirement of, or right to require, a bond from any trustee hereunder, are hereby waived.
- (17) Default hereunder shall constitute default under any other real estate, or under any personal property or other, security instrument held or insured by the Government and executed or assumed by Borrower, and default under any such other security instrument shall constitute default hereunder.
- (18) SHOULD DEFAULT occur in the performance or discharge of any obligation secured by this instrument, or should any one of the parties named as Borrower die or be declared an incompetent, a bankrupt, or an insolvent, or make an assignment for the benefit of creditors, the Government, at its option, with or without notice, may: (a) declare the entire amount unpaid under the note and any indebtedness to the Government hereby secured immediately due and payable, (b) for the account of Borrower incur and pay reasonable expenses for repair or maintenance of and take possession of, operate or rent the property, (c) upon application by it and production of this instrument, without other evidence and without notice of hearing of said application have a receiver appointed for the property, with the usual powers of receivers in like cases, and (d) authorize and request Trustee to foreclose this instrument and sell the property as provided by law.
- (19) Upon default aforesaid, at the request of the Government, Trustee may foreclose this instrument by advertisement and sale of the property as provided by law, for cash or secured credit at the option of the Government, personal notice of which sale need not be served on Borrower; such sale may be adjourned from time to time without other notice than oral proclamation at the time and place appointed for such sale and correction made on the posted notices; and at such sale the Government and its agents may bid and purchase as a stranger; Trustee at his option may conduct such sale without being personally present, through his delegate authorized by him for such purpose orally or in writing, and Trustee's execution of a conveyance of the property or any part thereof to any purchaser at foreclosure sale shall be conclusive evidence that the sale was conducted by Trustee personally or through his delegate duly authorized in accordance herewith. If the property is situated in two or more counties, the sale may be held in any one of such counties selected by the Government in its sole discretion.
- (20) The proceeds of foreclosure sale shall be applied in the following order to the payment of: (a) costs and expenses incident to enforcing or complying with the provisions hereof, (b) any prior liens required by law or a competent court to be so paid, (c) the debt evidenced by the note and all indebtedness to the Government secured hereby, (d) inferior liens of record required by law or a competent court to be so paid, (e) at the Government's option, any other indebtedness of Borrower owing to or insured by the Government, and (f) any balance to Borrower. In case the Government is the successful bidder at foreclosure or other sale of all or any part of the property, the Government may pay its share of the purchase price by crediting such amount on any debts of Borrower owing to or insured by the Government, in the order prescribed above.

(21) All powers and agencies granted in this instrument are coupled with an interest and are irrevocable by death or otherwise; and the rights and remedies provided in this instrument are cumulative to remedies provided by law.

(22) As against the debt evidenced by the note and any indebtedness to the Government hereby secured, with respect to the property, Borrower (a) hereby relinquishes, waives, and conveys all rights, inchoate or consummate, of descent, dower, curtesy, homestead, valuation, appraisal, and exemption, to which Borrower is or becomes entitled under the laws and constitution of the jurisdiction where the property lies, and (b) hereby agrees that any right provided by such laws or constitution for redemption or possession following foreclosure sale shall not apply, and that no right of redemption or possession shall exist after foreclosure sale.

(23) If any part of the loan for which this instrument is given shall be used to finance the purchase, construction or repair of property to be used as an owner-occupied dwelling (a) neither he nor anyone authorized to act for him will, after receipt of a bona fide offer, refuse to negotiate for its sale or rental, or will otherwise make unavailable or deny said property, to anyone because of race, color, religion or national origin and (b) Borrower recognizes as illegal and hereby disclaims and will not comply with or attempt to enforce any restrictive covenants on said property relating to race, color, religion or national origin.

(24) This instrument shall be subject to the present regulations of the Farmers Home Administration, and to its future regulations not inconsistent with the express provisions hereof.

(25) Notices given hereunder shall be sent by certified mail, unless otherwise required by law, addressed, unless and until some other address is designated in a notice so given in the case of the Government to Farmers Home Administration, United States Department of Agriculture, at Jackson, Mississippi 39201, and in the case of Borrower to him at his post office address stated above.

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 1 o'clock and 10 minutes P. M. 20 day of Nov 1975 and that the same

WITNESS the signature(s) of Borrower the day and year first above written

Page _____ of _____

Trust Needs of said County.

Witness my hand and seal this _____

day of _____ 1975

Clerk

L. B. Robertson
L. B. Robertson

Catherine V. Robertson
Catherine V. Robertson

STATE OF MISSISSIPPI

COUNTY OF DeSOTO

ACKNOWLEDGMENT

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within-named L. B. ROBERTSON

and CATHERINE V. ROBERTSON, his wife, who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and official seal this 19th day of November, 1975.



William H. Ruston
(Signature)

NOTARY PUBLIC
(Title)

My Commission Expires: _____

W. H. Ruston
5.00 PD

GPO 924-792

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 1 o'clock 10 minutes P. M. 20 day of Nov, 1975, and that the same has been recorded in Book 193 Page 289 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 21 day of Nov, 1975.

Fees \$ 5.00 pd.

SEAL

H. P. Ferguson

CLERK

PARTIAL RELEASE

For and in consideration of the sum of TEN DOLLARS (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, ----- 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. 7, 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 19th day of November, 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 19th day of November, 1975.



William H. Huston
NOTARY PUBLIC

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 3 o'clock 40 minutes P. M. 19 day of Nov. 1975, and that the same has been recorded in Book 193 Page 293 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 21 day of Nov. 1975.

Fees \$ 2.50 pd.

SEAL *H. P. Ferguson*, CLERK

Mississippi Bankers Association
Form No. 1
(Revised Dec. 1958)
L A N D

CANCELLED BY AUTHORITY RECORDED IN BOOK
374
THIS PAGE 723
DAY OF April 19 58
710 JONESBORO
CHANCERY CLERK DS

DEED OF TRUST LAND

THIS INDENTURE, this day made and entered into between WILLIAM B. CHALK and wife, SHIRLEY M. CHALK,

of the first part, hereinafter designated as the Grantor,

ROBERT Q. WHITWELL, Trustee, of the second part, hereinafter designated as Trustee, and SECURITY BANK OF SOUTHAVEN,

SOUTHAVEN, MISSISSIPPI, of the third part, hereinafter designated as the Beneficiary.

WITNESSETH: That whereas the Grantor is justly indebted to the beneficiary in the full sum of THREE THOUSAND FIFTY-EIGHT and 80/100*****DOLLARS (\$ 3,058.80) evidenced by one promissory note of even date herewith in favor of the beneficiary, including interest at the rate of ten per centum per annum after maturity, providing for the payment of attorney's fees in case of default and being due and payable as follows, to-wit:

Three Thousand Fifty-Eight and 80/100 Dollars (\$3,058.80), which includes principal and interest, repayable in sixty (60) monthly installments of Fifty and 98/100 Dollars (\$50.98) each, beginning December 15, 1975, and due each succeeding month thereafter until the whole of said indebtedness is paid in full.

The 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 owner and holder of the note.

WHEREAS, the said grantor desires to secure the prompt payment at maturity of the aforesaid indebtedness, as well as any extension of the same, or any part thereof, and any other or further indebtedness in the way of future advances hereunder, or otherwise, that the grantor, or either of them, may now or hereafter owe the beneficiary, as hereinafter provided:

NOW, THEREFORE, in consideration of the premises, and the further consideration of Ten Dollars (\$10.00) cash in hand paid by the aforesaid trustee, the receipt of which is hereby acknowledged, the grantor does hereby convey and warrant unto the said trustee, the property situated in the County of DeSoto,

State of Mississippi, and more particularly described as follows, to-wit:

Lot 1652, Section "F", Southaven West Subdivision, in Section 22, Township 1 South, Range 8 West, as per plat thereof recorded in Plat Book 3, Pages 29-30, in the Office of the Chancery Clerk of DeSoto County, Mississippi.

This is a SECOND DEED OF TRUST and is junior and subordinate to that certain Deed of Trust executed by Eugene Franks and wife, Sandra K. Franks, to C. B. Henley, Trustee for Bailey Mortgage Company, Beneficiary, filed for record November 13, 1973 at 9:30 A.M., of record in Real Estate Trust Deed Book 168, at Page 233, in the Office of the Chancery Clerk of DeSoto County, Mississippi.

Together with all the hereditaments and appurtenances thereunto appertaining, as far as they may now or hereafter, during the term of this deed of trust, belong to or be used in connection with the occupancy of any building on the said land, or that may be hereafter erected thereon, all heating and ventilating apparatus, gas, electric light and other fixtures, whether attached to said premises or detached therefrom.

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary herein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment of interest as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other covenant herein contained, then and in that event the entire principal sum secured hereby with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, or the owner or holder of said note or notes, be and become at once due and payable, and the trustee herein named, or his successor or successors, shall, at the request of the beneficiary, or at the request of any owner or holder of the note or notes secured hereby, sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid. Such sale shall be made by giving notice of the time, place and terms of sale as required by Section 888 of the Mississippi Code of 1942 and amendments if any thereto, and the trustee shall make deed to the purchaser or purchasers. Should the beneficiary, or the owner or holder of the note or notes secured hereby be a corporation, then in such event a declaration of default to the trustee, and a request for sale hereunder, may be made by any officer thereof. If the land covered hereby is situated in two or more counties, or in two judicial districts of the same county, the trustee may sell the whole in any of the counties, or in either of the judicial districts of a county in which any part of the land lies. Out of the proceeds of sale the trustee shall first pay the cost of advertising and making the sale; and secondly, he shall pay whatever items may have been incurred and remain unpaid in the protection of this security; then he shall pay such of the items of indebtedness secured hereby as may be outstanding in the order of their maturity, and any balance remaining in his hands shall be delivered to the grantor, or to his proper representatives, agents or assigns.

It is agreed and understood, by and between the parties hereto that this conveyance is executed and intended to be, and is hereby made subject to the following covenants, stipulations and conditions, all of which shall be binding upon the parties hereto and each of them.

First. In addition to the indebtedness specifically mentioned above, and any and all extensions or renewals of the same, or any part thereof, this conveyance shall also cover such future and additional advances as may be made to the grantor, or either of them, by the beneficiary, not to exceed the sum of \$125,000.00, the beneficiary to be the sole judge as to whether or not such future and additional advances shall be made. In addition to all of the above, it is intended that this conveyance shall secure, and it does secure any and all debts, obligations, or liabilities, direct or contingent, of the grantor herein, or either of them, to the beneficiary, whether now existing or hereafter arising at any time before actual cancellation of this instrument on the public records of mortgages and deeds of trust, whether the same be evidenced by note, open account, over-draft, endorsement, guaranty or otherwise.

Second. The grantor will at all times during the continuance of this deed of trust keep the buildings and improvements on said premises insured against loss or damage by fire, storm, war damage and other hazard in such reliable insurance company, or companies, as may be acceptable to the beneficiary, for the maximum amount of insurance obtainable, or in such amount as may be approved by beneficiary, and all policies covering the same shall contain the proper loss payable clause, making all losses, if any, payable to the beneficiary, his successors or assigns, and shall be delivered to the beneficiary herein, or to the owner or holder of the notes secured hereby as additional security. In case of loss and payment by any insurance company, the amount of insurance money so paid shall be applied either on the indebtedness secured hereby, or in rebuilding or restoring the damaged building, or buildings, or it may be released to the grantor, as the beneficiary may elect. In the event of loss the grantor shall immediately give notice by mail to the beneficiary who may make proof of loss if same be not promptly made by the grantor. Each insurance company involved is hereby authorized, empowered and directed to make payment for any loss directly to the beneficiary instead of to the grantor and the beneficiary jointly.

Third. The grantor will pay all taxes and assessments, general or special, which may be assessed against the said land, premises or property, or upon the interest of the trustee or the beneficiary therein, or upon this deed of trust, or the indebtedness secured hereby, without regard to any law heretofore enacted or that may hereafter be enacted imposing payment of the whole or any part thereof upon either the trustee or beneficiary, and further will furnish annually to the beneficiary certificates or receipts of the proper officer showing full payment of all such taxes and assessments.

Fourth. That the rents, issues and profits of all and every part of the property here conveyed are specifically pledged to the payment of the indebtedness hereby secured, and all obligations which may accrue under the terms of this instrument. Upon the maturity of the indebtedness hereby secured, either by lapse of time or by reason of any default as herein provided, or if at any time it becomes necessary to protect the lien of this conveyance, the beneficiary, or any owner, or holder of the notes secured hereby, shall have the right to forthwith enter into and upon the property herebefore described and take possession thereof, and collect and apply the rents, issues and profits thereon upon the indebtedness secured hereby, or may, if it is so desired, have a receiver appointed by any court of competent jurisdiction to collect and impound the said rents, issues and profits and after paying the expense of such receivership apply the balance thereof to the payment of any indebtedness secured hereby.

Fifth. The failure on the part of the grantor to keep and perform each, any, and all of the covenants and stipulations of this deed of trust, or the passage by the State of Mississippi of any law imposing payment of the whole or any portion of any of the taxes aforesaid upon the trustee or the beneficiary, or upon the rendering by any court of competent jurisdiction of a decision that the stipulation or provision herein covering the payment of taxes or assessments is legally inoperative, shall give to the beneficiary or to the owner or holder of the notes secured hereby the option to at once declare the entire principal sum hereby secured with all interest and charges thereon, and all other amounts secured hereby at once due and demandable and to have the property advertised and sold by the trustee herein named, or his successor or successors, in accordance with the provisions of this conveyance hereinbefore set out. But in case such default consists in the failure to keep the said property insured or to pay the taxes herein required, the beneficiary, or the owner or holder of the said secured notes, may procure said insurance and pay said taxes and assessments, or redeem the property from tax sale if it has been sold; and any and all sums paid in procuring said insurance or in paying said taxes or assessments or in redeeming said property from tax sale, together with interest thereon at the rate herein stipulated from the date the same shall have been paid, shall be covered by this conveyance and shall be due and demandable on the date of the maturity of the interest installment which may become due under the terms of this instrument next after such additional items of expense are made or incurred. In case the beneficiary or the owner or holder of said secured notes elects to advance insurance premium and/or taxes, the receipt of an agent of the insurance company or companies in which said insurance is placed shall, with respect to such insurance premiums, be conclusive evidence as between the parties to this conveyance of the amount and fact of payment thereof; and the receipt of the proper public official, shall with respect to the taxes and assessments, aforesaid, be conclusive as between the parties to this conveyance of the amount and validity of said taxes or assessments and of the fact of the payment thereof.

Sixth. The beneficiary, or any owner or holder of the note secured hereby, may at pleasure, without giving formal notice to the original or any successor trustee, or to the grantor herein, and without regard to the willingness or inability of any such trustee to act, or to execute this trust, appoint another person or succession of persons to act as trustee herein, and such appointee or substitute shall have all the powers in the execution of this trust as are vested in the trustee herein named. If the beneficiary, or the owner or holder of the note secured hereby, be a corporation, such appointment may be made by its president, vice-president, assistant vice-president, secretary or treasurer.

Seventh. In case of foreclosure and sale of the property covered hereby, the beneficiary, or any owner or holder of the notes secured hereby, shall have the same right to purchase at said sale as if a stranger to this instrument.

Eighth. Grantor covenants that the premises and property covered hereby will at all times be used in a good and husbandlike manner, for lawful purposes only, and that waste will not be committed or suffered to be committed thereon.

Ninth. Whenever in this deed of trust the context so requires, the singular number shall include the plural, and the plural the singular; holder of the note or notes shall be deemed to refer to and include the owner of the debt, and the word beneficiary shall at any and all times include and mean the then holder of the note or notes secured hereby.

IN TESTIMONY WHEREOF, witness the signature of the grantor this the 18th day of Nov. 1975

William B. Chalk
 William B. Chalk
Shirley M. Chalk
 Shirley M. Chalk

STATE OF MISSISSIPPI,
 COUNTY OF DESOTO

This day personally appeared before me, the undersigned authority, in and for the State and County aforesaid, the within named WILLIAM B. CHALK and wife, SHIRLEY M. CHALK, who severally acknowledged that they

signed and delivered the above and foregoing deed of trust on the day and year therein mentioned.

Given under my hand and official seal, this the 18th day of November 1975.
 My Commission Expires: April 9, 1979. *Edna E. Camp*
 Notary Public



STATE OF MISSISSIPPI, DESOTO COUNTY
 I certify that the within instrument was filed for record at 10 o'clock
 minutes 00 M. 21 day of Nov. 1975, and that the same has been
 recorded in Book 193 Page 294 records of REAL ESTATE TRUST DEEDS
 of said County.

Witness my hand and seal this the 21 day of Nov. 1975.
 Fees \$5.00 pd.

SEAL *H. P. Ferguson* CLERK

Lot 283, Section "C", Twin Lakes Subdivision

STATE OF MISSISSIPPI
COUNTY OF HINDS

ORDER TO CLERK TO CANCEL DEEDS 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 January 26, 1973, and given by CASTLE BUILDERS, INC. to C. B. HENLEY, Trustee, for the benefit of BAILEY MORTGAGE COMPANY, and which instrument is recorded in Real Estate Trust Deed Book 153, Page 309, in your Office, same having been fully paid and satisfied.

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 January 26, 1973, and given by CASTLE BUILDERS, INC. to C. B. HENLEY, Trustee, for the benefit of BAILEY MORTGAGE COMPANY, and which instrument is recorded in Real Estate Trust Deed Book 158, Page 115, in your Office, such Deed of Trust being a Correction Deed of Trust of that certain Deed of Trust from CASTLE BUILDERS, INC. to BAILEY MORTGAGE COMPANY, dated January 26, 1973, and recorded in Real Estate Trust Deed Book 153, Page 309, same having been duly paid and satisfied.

You are also hereby authorized, directed, instructed and empowered to mark "Fully Paid and Satisfied" and to cancel of record that certain Deed of Trust dated August 19, 1973, and given by CASTLE BUILDERS, INC. to C. B. HENLEY, Trustee, for the benefit of BAILEY MORTGAGE COMPANY, and which instrument is recorded in Real Estate Trust Deed Book 164, Page 245, in your Office, same having been fully paid and satisfied.

EXECUTED this the 12 day of November, 1975.



BAILEY MORTGAGE COMPANY

BY: Paul J. Salvo
Paul J. Salvo, Comptroller

ATTEST:

William Cook
William Cook, Vice President

STATE OF MISSISSIPPI
COUNTY OF HINDS

This day personally came and appeared before me, the undersigned authority in and for said jurisdiction, PAUL J. SALVO and WILLIAM COOK, Comptroller and Vice President 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 12 day of November, 1975.



Lucille Brown
NOTARY PUBLIC

My Commission Expires:

My Commission Expires Oct. 31, 1978

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock no minutes A. M. 21 day of November 1975, and that the same has been recorded in Book 193 Page 297 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 21 day of November 1975.

Fees \$ 2.50 pd.

SEAL H. P. Ferguson CLERK

DEED OF TRUST
EVALYNN GOODWIN

CANCELLED BY AUTHORITY RECORDED IN BOOK 193 PAGE 298
THIS DAY OF NOVEMBER 1975
CHANCERY CLERK

WHEREAS, WILLIAM A. GOODWIN and WIFE are justly indebted to LIBERTY LOAN CORPORATION in the sum of NINE THOUSAND *NINE HUNDRED AND NO/100***** (9900.00) DOLLARS

according to the terms of a promissory note of even date herewith made by borrowers payable to lender and described more fully as herein set out, dated NOVEMBER 18th 1975 and payable in installments of \$ 165.00 each on the 24th day of each and every month thereafter until paid, with interest after maturities, and providing for the maturity of the entire note, at the option of the holder thereof, for failure to pay any installment or fulfill any obligation of said note, due consideration being allowed for unearned interest, and providing for a reasonable attorney's fee, for collection, of not less than twenty per cent of balance, principal and interest, or a minimum of TEN DOLLARS, which promissory note has been negotiated through and guaranteed by the licensed lender LIBERTY LOAN CORPORATION

WHEREAS borrowers are anxious to secure the payment of said indebtedness together with any other indebtedness that may become due and owing under the terms of this instrument.

NOW, THEREFORE, in consideration of FIVE AND NO/100 (\$5.00) DOLLARS, to the undersigned Grantors this day paid by CONWAY YATES Trustee, the receipt of which is hereby acknowledged, the grantors do hereby convey and warrant unto the said Trustee, the following described land and property, together with all the hereditaments and appurtenances, thereunto appertaining, including so far as they now are, or may hereafter belong to or be used in connection with the buildings now or hereafter to be erected on said premises, all elevators, heating and ventilating apparatus, gas, electric light and other fixtures, whether attached to said premises or detached therefrom, thereupon situated and thereunto belonging, lying and being situated in the City or Town of WALLS, MISSISSIPPI District of DESOTA COUNTY County, State of Mississippi, and more particularly described as follows, to-wit:

Lot 139, Twin Lakes Subdivision, Section C, located in DESOTA COUNTY, MISS, SECTION 6, TOWNSHIP 2 SOUTH, RANGE *8 WEST, AS RECORDED ON PAGES 41, 42 and 43 of PLAT BOOK 8, CHANCERY CLERK'S OFFICE, DESOTA COUNTY COURT BUILDING, HERNANDO, MISSISSIPPI

Gross: 9900.00
Lds. Int.: 4603.70
Ser. Chg.: none
Life Ins.: 495.00
Fire Ins.: none
Cash to Cust.: 4801.30

Assignment of Successor Trustee of this Instrument Recorded in Book 193 Page 165
This 30 day of August 1975
H. G. 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 indemnifies the beneficiary herein not only against any loss they may sustain by virtue of their unconditional endorsement of that certain promissory note described heretofore but also such future and additional advances as may be made to the grantors, or either of them, by the lender or the beneficiary in a sum not exceeding \$20,000 (the beneficiary or the lender to be the sole judge as to whether or not any such future additional advances will be made) as well as any additional indebtedness heretofore or hereafter contracted with the lender or beneficiary hereunder by the grantors or either of them, before the cancellation of record of this instrument, whether such indebtedness be represented by promissory notes, open account or otherwise, including also any indebtedness of any grantor made as joint maker, surety, endorser or guarantor, together with all extensions and renewals of any of the aforementioned obligations, or any part thereof, and whether otherwise secured or not.

Second: If default be made in any payment of any installment or principal or interest of any indebtedness herein provided for when the same may become due and payable, then the whole of the indebtedness indemnified by this instrument, may at the option of the beneficiary, and without notice of the grantor be declared immediately due and payable.

Third: A failure on the part of the beneficiary to exercise any option herein contained in event of default being made, shall not constitute a waiver of the beneficiary's right to exercise said option in event of any subsequent default.

Fourth: In case the grantors or either of them or their vendees of the property herein conveyed, immediate or remote, should become insolvent, or apply to a bankruptcy court to be adjudicated a voluntary bankrupt, or proceedings be instituted to put them in involuntary bankruptcy, or should any trustee, then, and in either or any such case all debts becoming due thereafter on the property herein conveyed shall be due and payable to the beneficiary herein, to be applied on any loss sustained by the beneficiary herein and the whole indebtedness may be declared due and payable by the lender or the beneficiary herein.

Fifth: The grantors further bind themselves not to abandon said property and to covenant that waste will not be committed or suffered to be committed thereon, and a breach of either of these agreements and conditions shall cause the entire indebtedness to the lender to become due and payable at the option of the said lender or beneficiary herein.

Sixth: It is further agreed that said property shall be kept fully insured for the benefit of the said beneficiary and payable to it in the event of loss as its interest may appear, the application by it, in behalf of the undersigned, to any balance then remaining outstanding on the aforesaid note, whether all thereof be due and payable or not.

Seventh: It is further agreed that all taxes maturing from time to time on said property shall be kept promptly paid. For default in either of said matters, the trustee may make sale of said property hereinafter provided in event of default of payment of said note by the undersigned, and of all or any part thereof by said beneficiary and apply the proceeds for the benefit of the undersigned and guaranty of said beneficiary, to payment of said note, whether all there be then due or not, and costs of making sale.

The undersigned further represents unto the said beneficiary that there are no liens or encumbrances of any sort against the property conveyed hereto, and this representation is made for the purpose of inducing the said beneficiary to guarantee and unconditionally endorse the note of the undersigned herebefore described. Except as provided in this deed of trust in favor of BAILEY & CO., Inc., the undersigned hereby and unconditionally endorses the note of the undersigned heretofore described. This deed of trust is recorded in Book 8 pages 41 thru 43 Desota County Court Building, Hernando, Miss. Co., recorded in Book 8

The beneficiary, or any owner of said notes, or either of them is hereby authorized to appoint successive trustees in the place of CONWAY YATES, Trustee named herein, or his successor or successors, if from any cause the said Trustee, or his successor or successors shall not be present, able and willing to execute this trust.

This conveyance, however, is in trust to indemnify LIBERTY LOAN CORPORATION against any loss they may sustain on the said note secured hereby and any and all other indebtedness or losses that may become due and owing to the beneficiary-lender under the terms of this instrument and indemnified and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security, and any other indebtedness that may become due and owing by the grantors to the beneficiary during the term of this deed of trust arising in any manner whatsoever, if all of the notes heretofore mentioned shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or in the payment of taxes, or of any installment of interest, or of any other item mentioned herein, or the interest thereon, or if default is made in any other covenant herein contained, then in that event the entire principal sum secured hereby, with all interest and charges accrued thereon, and all amounts herein, shall at the option of the beneficiary, be and become at once due and payable without notice to the grantors, and the trustee herein named, or his successor, or successors, shall, at the request of the beneficiary, sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid, then unpaid, after giving notice of the time, place and terms of sale as required by Section 888 of the Mississippi Code of 1942 and amendments, if any, thereto, and make a deed to the purchaser or purchasers thereof. Out of the proceeds arising from said sale, the costs and expenses of executing this deed of trust, including a ten (10%) percent trustee's fee, which is hereby agreed to be a reasonable trustee's fee, and the attorney's fee prescribed in said note or notes, shall first be paid, next the amount of said indebtedness then remaining unpaid shall be paid and lastly, any balance remaining shall be paid to the undersigned grantors or to their proper representatives, agents or assigns.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, the use of any gender shall be applicable to all genders, and the term "Beneficiary" shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

IN TESTIMONY WHEREOF, Witness the signature of the grantors on this the 18th Day of NOVEMBER 1975

William A. Goodwin
Evalynn Goodwin

STATE OF MISSISSIPPI
DESOTA COUNTY

Personally appeared before me, the undersigned, WILLIAM A. GRAVES in and for said County, the within named WILLIAM A. GOODWIN WIFE/ EVALYNN GOODWIN

who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and seal of office this 18th day of NOVEMBER 1975

Commission expires 10/12/76 Wm. A. Graves

Paid, Satisfied and Cancelled
This 18th day of October 1977
William F. Vasey
Successor Trustee
H. G. Ferguson
Chancery Clerk by & in Per

STATE OF MISSISSIPPI, DESOTA COUNTY

I certify that the within instrument was filed for record at 10 o'clock no minutes A.M., 21 day of November 1975, and that the same has been recorded in Book 193 Page 298 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 21 day of November 1975.

Fees \$ 2.50 pd.

H. G. Ferguson Clerk

NOTED BY AUTHORITY, RECORDED IN BOOK
516 PAGE 765
\$ 10 DAY OF August 19 90

Assignment of this instrument recorded in
Real Estate TID Book
No. 201 Page 81
This the 10 day of June 19 76

Assignment of this instrument recorded in
Real Estate TID Book
No. 194 Page 317
This the 16 day of Dec 19 75

299

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 7th day of November, 1975,
by and between
THOMAS WAYNE HOLMES

, 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 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 re-
version 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 86, Section A, HOLLY HILLS SUBDIVISION, situated in Section 30,
Township 1 South, Range 8 West, DeSoto County, Mississippi, according
to a map or plat thereof on file and of record in the office of the
Chancery Clerk of DeSoto County, Mississippi, in Plat Book 10, Pages
34 and 35.

TO HAVE AND TO HOLD the same unto the Trustee and unto his successors and assigns, forever.

IN TRUST, HOWEVER, to secure to BAILEY MORTGAGE COMPANY

a corporation organized
and existing under the laws of the state of Mississippi, the payment
of a certain promissory note of even date herewith in the principal sum of THIRTY THOUSAND ONE HUNDRED
& NO/100 Dollars (\$ 30,100.00), with interest from date
at the rate of seven & 3/4 per centum (7/75 %) per annum on the balance remaining from
time to time unpaid; principal and interest being payable at the office of BAILEY MORTGAGE COMPANY,
161 EAST AMITE STREET

in JACKSON, MISSISSIPPI
or at such other place as the holder may designate, in writing, in monthly installments of TWO HUNDRED FIFTEEN &
82/100 Dollars (\$ 215.82), commencing on the first day of
JANUARY, 1976, 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 prin-
cipal 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 instru-
ment 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 ap-
plicable 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 De-
velopment, a monthly charge (in lieu of a mortgage insurance premium) which shall be in an amount equal to one-
twelfth (1/12) of one-half (1/2) per centum of the average outstanding balance due on the note computed without
taking into account delinquencies or prepayments;

Assignment of this instrument Recorded in
Real Estate TID Book
No. 252 Page 50
This the 8 day of Nov. 1979
H. H. Ferguson Clerk

(b) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable to renew the policies of fire and other hazard insurance on the premises covered by this Deed of Trust, plus taxes and assessments next due on these premises (all as estimated by the Beneficiary) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by the Beneficiary in trust to pay said ground rents, premiums, taxes, and special assessments; and

(c) All payments mentioned in the two preceding subsections of this paragraph and all payments to be made under the note secured hereby shall be added together, and the aggregate amount thereof shall be paid by the Grantor each month in a single payment to be applied by the Beneficiary to the following items in the order set forth:

- (I) premium charges under the contract of insurance with the Secretary of Housing and Urban Development, or monthly charge (in lieu of mortgage insurance premium), as the case may be;
- (II) ground rents, if any, taxes, special assessments, fire and other hazard insurance premiums;
- (III) interest on the note secured hereby; and
- (IV) amortization of the principal of said note.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Grantor prior to the due date of the next such payment, constitute an event of default under this Deed of Trust. The Beneficiary may collect a "late charge" not to exceed two cents (2¢) for each dollar (\$1) of each payment more than fifteen (15) days in arrears to cover the extra expense involved in handling delinquent payments.

3. If the total of the payments made by the Grantor under (b) of paragraph 2 preceding shall exceed the amount of the payments actually made by the Beneficiary for ground rents, taxes, or assessments, or insurance premiums, as the case may be, such excess at the option of the Beneficiary, shall be credited on subsequent payments to be made by the Grantor, or refunded to the Grantor. If, however, the monthly payments made by the Grantor under (b) of paragraph 2 preceding shall not be sufficient to pay ground rents, taxes and assessments, and insurance premiums, as the case may be, when the same shall become due and payable, then the Grantor shall pay to the Beneficiary any amount necessary to make up the deficiency, on or before the date when payment of such ground rents, taxes, assessments, or insurance premiums shall be due. If at any time the Grantor shall tender to the Beneficiary, in accordance with the provisions thereof, the full payment of the entire indebtedness represented thereby, the Beneficiary shall, in computing the amount of such indebtedness, credit to the account of the Grantor all payments made under the provisions of (a) of paragraph 2 hereof which the Beneficiary has not become obligated to pay to the Secretary of housing and Urban Development, and any balance remaining in the funds accumulated under the provisions of (b) of paragraph 2 hereof. If there shall be a default under any of the provisions of this Deed of Trust resulting in a public sale of the premises covered hereby or if the Beneficiary acquires the property otherwise after default, the Beneficiary shall apply, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under (b) of paragraph 2 preceding, as a credit against the amount of principal then remaining unpaid under the note secured hereby, and shall properly adjust any payments which shall have been made under (a) of paragraph 2.

4. That he will pay all and singular the costs, charges, and expenses including a 10% attorney's fee, reasonably incurred or paid at any time by the Beneficiary, because of the failure on the part of the Grantor to perform, comply with, and abide by each and every the stipulations, agreements, conditions, and covenants of the note secured hereby and of this Deed of Trust, or either, and every such payment shall bear interest from date at the rate set forth in the note secured hereby, shall be payable on demand, and shall be fully secured by this Deed of Trust.

5. That he will not commit, permit, or suffer waste, impairment, or deterioration of said property or any part thereof, and in the event of the failure of the Grantor to keep the buildings on said premises and those to be erected on said premises, or improvements thereon, in good repair, the Beneficiary may make such repairs as in its discretion it may deem necessary for the proper preservation thereof, and the sums so paid shall bear interest from date at the rate set forth in the note secured hereby, shall be payable on demand, and shall be fully secured by this Deed of Trust.

6. That he will keep the improvements now existing or hereafter erected on the said premises, insured as may be required from time to time by the Beneficiary against loss by fire and other hazards, casualties, and contingencies, including war damage, in such amounts and for such periods as may be required by the Beneficiary and will pay promptly, when due, any premiums on such insurance provision for payment of which has not been made hereinbefore. All insurance shall be carried in companies approved by the Beneficiary and the policies and renewals thereof shall be held by the Beneficiary and have attached thereto loss payable clauses in favor of and in form acceptable to the Beneficiary. In event of loss the Grantor will give immediate notice by mail to the Beneficiary, who may make proof of loss if not made promptly by the Grantor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Beneficiary instead of to the Grantor and the Beneficiary jointly, and the insurance proceeds, or any part thereof, may be applied by the Beneficiary at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this Deed of Trust or other transfer of title to the said premises in extinguishment of the indebtedness secured hereby, all right, title, and interest of the Grantor in and to any insurance policies then in force shall pass to the purchaser or grantee.

7. That he will pay all taxes, assessments, water rates, and other governmental or municipal charges, fines, or impositions, for which provision has not been made hereinbefore, and shall promptly deliver the official receipts therefor to the Beneficiary; and in default of such payment by the Grantor, the Beneficiary may pay the same, and any amount so paid by the Beneficiary shall then be added to the principal debt named herein and shall be secured hereby.

8. That if the premises, or any part thereof, be condemned under any power of eminent domain, or acquired for a public use, the damages, proceeds, and the consideration for such acquisition, to the extent of the full amount of indebtedness upon this Deed of Trust, and the note secured hereby remaining unpaid, are hereby assigned by the Grantor to the Beneficiary and shall be paid forthwith to the Beneficiary to be applied by it on account of the indebtedness secured hereby, whether due or not.

9. The Grantor further agrees that should this Deed of Trust and the note secured hereby not be eligible for insurance under the National Housing Act within sixty days from the date hereof (written statement of any officer of the Department of Housing and Urban Development or authorized agent of the Secretary of Housing and Urban Development dated subsequent to the sixty days time from the date of this Deed of Trust, declining to insure said note and this Deed of Trust, being deemed conclusive proof of such ineligibility), the Beneficiary or the holder of the note may, at its option, declare all sums secured hereby immediately due and payable.

If the Grantor shall well and truly keep and perform all the covenants and agreements in this Deed of Trust, and in the note hereby secured, set forth, and well and truly pay off and discharge the said note and other indebtedness secured and intended to be secured hereby, then this conveyance shall be null and void, but otherwise shall remain in full force and effect and at the request of the Beneficiary, the said Trustee, or any successor appointed

in his stead, shall sell the premises covered hereby at public auction for cash to the highest and best bidder, during legal hours, at any front door of the county courthouse of 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 situated, 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 be necessary to achieve the perfect security and the collection of the indebtedness secured by this Deed of Trust until said indebtedness is fully paid and discharged. At any sale had by any Trustee hereunder, the Trustee may, from time to time, adjourn said sale to a later date without readvertising the sale by giving notice of the time and place of such continued sale at the time when and where the Trustee shall make such adjournment, and at any sale made to enforce the Trust herein given, the Beneficiary, or any person in interest, may become a purchaser, and upon payment of the purchase price, the Trustee shall execute a deed of conveyance, which conveyance shall vest full and perfect title in such purchaser upon payment of the purchase price.

The Grantor hereby assigns to the Beneficiary any and all rents on the premises covered hereby and authorizes the Beneficiary, by its agent, to take possession of said premises at any time there is any default in the payment of the debt hereby secured or in the performance of any obligation herein contained, and rent the same for the account of the Grantor, and to deduct from such rents all costs of collection and administration and to apply the remainder of the same on the debt hereby secured.

The Grantor further covenants and agrees that in case of a sale, as hereinabove provided, the Grantor or any person in possession under the Grantor, shall then become and be tenants holding over and shall forthwith deliver possession to the purchaser at such sale, or be summarily dispossessed in accordance with the provisions of law applicable to tenants holding over.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, the Grantor(s) ha s hereunto set his hand(s) the day and year herein first written above.

Thomas Wayne Holmes
THOMAS WAYNE HOLMES

STATE OF ~~MISSISSIPPI~~ TENNESSEE } ss:
COUNTY OF SHELBY

Personally appeared before me Lee V. Hamberlin the undersigned Notary Public in and for the said County, the within named Thomas Wayne Holmes and N/A, 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 7th day of November, 1975

My commission expires: 6-5-79

Lee V. Hamberlin
Lee V. Hamberlin, Notary Public

STATE OF MISSISSIPPI } ss:
COUNTY OF DeSoto

I, H. P. Ferguson Clerk of the Court of the Chancery of said County, do hereby certify that the foregoing conveyance was filed for registration in this office at 10:00 o'clock A. M., on the 21 day of Nov. 1975, and was recorded in Vol. 193, Record of Deeds, pages 299, on the 21 day of November, 1975.

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 November 1975, and that the same has been recorded in Book 193 Page 299 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 21 day of November 1975.

Fees \$ 5.00 pd.

SEAL *H. P. Ferguson*, CLERK

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST

Class C

STATE OF MISSISSIPPI, }
DeSoto County. ss.

KNOW ALL MEN BY THESE PRESENTS: That H. S. Sills (Trustee) & Ford Motor Credit Co.
of 1274 Stateline Rd., Southaven, Miss.

the beneficiary, does hereby certify that a certain trust deed
bearing date the 20th day of December 1974, made and executed by Douglas R. Starnes
& wife Charlotte of 996 Cedarwood Co. Southaven, Ms. to Ford Motor Credit Co.

the above named beneficiary, and recorded in the office of the Chancery Clerk of DeSoto County
County, in the State of Mississippi in Trust Deed Record No. 182 on page 229
of the Record of Trust Deeds, on the 23rd day of December A. D. 19 74, is now fully paid
and satisfied, and I do hereby authorize the Clerk of the Chancery Court of said DeSo to 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.

[Handwritten signature]

STATE OF MISSISSIPPI, }
DeSoto County. ss.

Personally came and appeared before me, the undersigned authority Nancy Crim
in and for County and State aforesaid, H. S. Sills who acknowledged that he signed and
delivered the above and foregoing instrument on the day and date for the purpose therein mentioned.

Given under my hand and seal of office this 19th day of November A. D. 19 75



Nancy Crim
NOTARY PUBLIC

LAI-80103-0257-N-000 27244

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 November 1975, and that the same has been
recorded in Book 193 Page 302 records of REAL ESTATE TRUST DEEDS
of said County.

Witness my hand and seal this the 21 day of November 1975.

Fees \$ 2.50 pd.

SEAL *H. P. Ferguson* CLERK

This Instrument Prepared By:

Ford Motor Credit Co.
1274 Stateline Rd.
Southaven, Miss. 38671

31-3309823

- 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. 50982-3	DUE 19	PREVIOUS ACCOUNT NO. 506241	SECURITY HS/RE-HHG-A	LOAN DATE 1-12-75	9
NAME (BORROWER(S) GRANTOR(S)) DOUGLAS R STARNES		SPOUSE CHARLOTTEE	FINANCE CHARGE \$132.94	OFFICIAL FEES 7.50	TOTAL OF PAYMENTS 18324.00
996 CEDARWOOD COVE		CASH ADVANCE 14003.56	PHYSICAL DAMAGE NONE	CREDIT LIFE 180.00	CREDIT DISABILITY NONE
SOUTHAVEN MISS 38671		ANNUAL PERCENTAGE RATE 17.42 %	NOTE IS PAYABLE IN MONTHLY PAYMENTS. THE FIRST ONE OF \$509.00 AND 35 ** 509.00		AMOUNT FINANCED 14191.06
AGE	SPOUSE AGE	APPRaisal FEE	TITLE EXAMINATION FEE	EARLY GENERAL CREDIT	FIRST PAYMENT DUE 2-19-75
					FINAL PAYMENT DUE 11-19-78

WHEREAS, the undersigned Grantor, Douglas R. & wife Charlotte E. Starnes

whose address is 996 Cedarwood Cove Southaven DeSoto Mississippi

owes FORD MOTOR CREDIT COMPANY, hereinafter called the Beneficiary, the sum set forth above as the Total of Payments, evidenced by a promissory note of even date herewith executed by the Grantor in favor of the Beneficiary; payable as above set forth, which note is by reference incorporated herein and made part hereof; and

WHEREAS, the said Grantor desires to secure the prompt payment of said indebtedness at the maturity thereof:

NOW, THEREFORE, in consideration of \$10.00 cash in hand paid by H.S. Sills & Ford Motor Credit Co. 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 1753, Section G. of Southaven West Subdivision of Section 22, Township 1 South, Range 8 West, as shown on revised plat of said Subdivision which is recorded in Flat Book 3, Pages 31 and 32, in the office of the Chancery Clerk of DeSoto County, Mississippi.

CANCELLED BY AUTHORITY RECORDED IN BOOK

216 PAGE 530

THIS 4th DAY OF Oct 1972

H. H. Ferguson
CHANCERY CLERK

The warranty of this conveyance is subject only to the following:

It is understood and agreed that this conveyance is made subject to and that the parties hereto have agreed upon and are bound by the following covenants, stipulations, and conditions:

1. Grantor binds and obligates himself to provide and maintain insurance upon the buildings situated on the above described property against loss or damage by fire, windstorm, and other hazards, satisfactory to and with loss payable to the Beneficiary during the continuance of this Deed of Trust. Each insurance company involved is authorized and directed to make payment for any loss directly to the Beneficiary.
2. The Grantor binds himself to pay all taxes and assessments on and against said property as they shall fall due and shall promptly forward the original tax receipts to the Beneficiary.
3. The rents, issues and profits of all of said property are specifically pledged to the payment of the indebtedness hereby secured and all other obligations which may accrue under the terms of this Deed of Trust. Upon the maturity of the indebtedness hereby secured, either by lapse of time or by reason of any default as herein provided, or if at any time it should become necessary to protect the lien of this conveyance, the Beneficiary or any owner or holder of the note secured hereby shall have the right to forthwith enter into and upon said property and take possession thereof, and collect and apply the rents, issues and profits thereon upon the indebtedness secured hereby, or may have a receiver appointed by any court of competent jurisdiction to collect and impound the said rents, issues and profits, and after paying the expense of such receivership apply the balance thereof to the payment of any indebtedness secured hereby.
4. The Grantor further represents unto the said Beneficiary for the purpose of obtaining the loan secured by this instrument, that there are no liens or encumbrances against the property conveyed herein except as shown above.
5. Should the Grantor fail to pay all taxes and assessments, or to insure the property as hereinabove stipulated, or fail to pay promptly all judgments which may become liens on the property, then the said Beneficiary, or its assigns may, pay any such unpaid taxes, assessments, liens or judgments and insure said improvements, and without notice, declare the whole debt secured by this Deed of Trust to be due and payable and proceed to foreclose same at once. All taxes, assessments, liens, judgments and insurance premiums paid by the said Beneficiary or its assigns, and all necessary expenses incurred by said Beneficiary or its assigns in connection therewith, including any expense incurred in defending the title of the Grantor to said property or in defending this Deed of Trust, or in seeking to have this Deed of Trust reformed by judicial proceedings, shall constitute a part of the debt secured by this Deed of Trust and become immediately due and payable to the said Beneficiary or its assigns.
6. In the event the Grantor shall fail to keep the buildings hereinabove conveyed in good condition and repair, Beneficiary or its assigns shall have the right to make any repairs, or improvements, and any such expenditure will be a legitimate indebtedness against the Grantor and against the property embraced in this Deed of Trust, and the cost of such repairs or improvements will become part of the debt secured by this instrument.
7. Failure by the Grantor to pay the above indebtedness, or any instalments thereon as they shall become due, or do or perform any of the above covenants and agreements, shall cause the entire indebtedness to become due and payable at the option of said Beneficiary or its assigns, and shall fully empower the Beneficiary or its assigns to have the Trustee execute his Trust, and said Beneficiary or its assigns shall not be required to declare such acceleration in writing or give notice thereof.
8. If the property conveyed herein should be situated in two or more counties or in two judicial districts of the same county, then the Trustee or any successor in said trust shall have full power, in case he is directed to foreclose under this instrument, to select in which county or judicial district the sale of all of the above property shall be made. The Trustee or any successor in said Trust shall have full power to fix the day, time, terms and place of sale, and shall also have full power to conduct any sale hereunder through an agent duly appointed by him for that purpose, but said appointment of agent need not be recorded. Beneficiary or its assigns shall have the same right to purchase at such sale as if a stranger to this instrument.
9. The Grantor waives the provisions of Chapter 248, Laws of Mississippi of 1934, and laws amendatory thereof, if any, insofar as said Section restricts the right of the Trustee to offer at sale more than one hundred sixty acres at a time, and the Trustee may offer the property herein conveyed as a whole regardless of the manner in which it may be described.
10. The attorney's fees provided for in the above described note and the Trustee's fee provided for in this Deed of Trust are hereby made liens on said property, and the Grantor hereby promises to pay the same should they become due under the terms of said note and this Deed of Trust.

11. If the legal holder of said note secured hereby proceeds in equity to foreclose this Deed of Trust, then a reasonable fee shall be allowed by the Court to the attorney representing such holder.

12. The said Beneficiary, or any owner or holder of the note secured hereby, may at pleasure and without notice appoint successive trustees in the place of said Trustee who shall have all the powers as are herein vested in the above named Trustee.

13. Whenever in this Deed of Trust the context so requires, the singular number shall include the plural, and the plural the singular; the holder of the note shall be deemed to refer to and include the owner of the debt; the word Beneficiary shall at all times include the then holder of the note secured hereby.

This conveyance, however, is in Trust to secure the prompt payment of the aforesaid indebtedness, and all other indebtedness that may become due and owing to the Beneficiary under the terms of this instrument and secured hereby, including the payment of any sum expended or any indebtedness incurred by the Beneficiary herein, or any owner or holder of the note secured hereby, in the payment of premiums for insurance, or in the payment of taxes on said property, or in the payment of attorney's fees or other items expended in protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, then this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note secured hereby, or of any installment thereon, or in the payment when due and demandable of any other item of indebtedness secured hereby, or if default is made in any other covenant herein contained, then the entire principal sum secured hereby and all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the Beneficiary, of the owner or holder of said note, be and become at once due and payable, and the Trustee herein named, or his successor or successors, shall, at the request of the beneficiary, or at the request of any owner or holder of the note secured hereby, sell said property or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid. Such sale shall be made by giving notice of the time, place and terms of sale as required by Section 89-1-55, Mississippi Code of 1972, Recompiled, and amendments, if any, thereto, and the Trustee shall make deed to the purchaser or purchasers. Should the Beneficiary, or the owner or holder of the note secured hereby be a corporation, then a declaration of default to the trustee, and a request for sale hereunder, may be made by any officer thereof. Out of the proceeds from such sale, the cost and expense of executing this Deed of Trust shall first be paid, including a reasonable Trustee's fee, and the attorney's fee prescribed in said note, or a reasonable attorney's fee if none be prescribed in said note, next the amount of said indebtedness then remaining unpaid, and lastly, any balance remaining shall be paid to the Grantor.

WITNESS the signature of the Grantor, this _____ day of _____, 19____
Douglas R. Starnes
Charlotte E. Starnes

STATE OF MISSISSIPPI
COUNTY OF DeSoto

Personally appeared before me, the undersigned authority of law in and for the jurisdiction aforesaid, the within named
Douglas R. Starnes and Charlotte E. Starnes

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 _____ day of _____, 19____

My commission expires:

My Commission Expires September 7, 1978

[Signature]
NOTARY PUBLIC
[Seal: H. STEVENS, NOTARY PUBLIC, MISSISSIPPI]

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 November 1975, and that the same has been
recorded in Book 193 Page 303 records of REAL ESTATE TRUST DEEDS
of said County.

Witness my hand and seal this the 21 day of November 1975.

Fees \$5.00 pd.

SEAL *[Signature]* CLERK

Assignment of this instrument Recorded in
Real Estate T-244 Book
No. 194 Page 244
This the 11 day of Dec 19 75

Assignment of this instrument Recorded in
Real Estate T-10 Book
No. 201 Page 21
This the 10 day of June 19 76

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 10th day of November, 19 75, by and between WILLIAM F. GREEN and wife, SYLVIA L. GREEN

C. B. HENLEY hereinafter called the Grantor;
, 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 St., Jackson, Mississippi, having its principal office hereinafter called the Beneficiary;

WITNESSETH, That the Grantor, in consideration of the debt and trust hereinafter mentioned, and the sum of One Dollar (\$1.00) to the Grantor paid by the Trustee, the receipt whereof is hereby acknowledged, does by these presents grant, bargain, sell, convey, and warrant unto the Trustee, the following-described real estate, together with all buildings and improvements thereon (or that may hereafter be erected thereon); and the hereditaments and appurtenances and all other rights thereunto belonging, or in anywise now or hereafter appertaining, and the reversion and reversions, remainder or remainders, rents, issues, and profits thereof, and all rights of homestead, and all plumbing, heating, and lighting fixtures and equipment now or hereafter attached to or used in connection with said premises, situated in the County of DeSoto, State of Mississippi, to wit:

Lot 197, Section A, HOLLY HILLS SUBDIVISION, situated in Section 30, Township 1 South, Range 8 West, DeSoto County, Mississippi, according to a map or plat thereof on file and of record in the office of the Chancery Clerk of DeSoto County, Mississippi, in Plat Book 10, Pages 34 and 35.

CANCELLED BY AUTHORITY DERIVED IN BOOK

1342 435
18 201
W.S. Lohr
J.S. Cleveland

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 the payment of a certain promissory note of even date herewith in the principal sum of THIRTY ONE THOUSAND FOUR HUNDRED FIFTY & NO/100 Dollars (\$ 31,450.00), 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 E. Amite Street

in Jackson, Mississippi or at such other place as the holder may designate, in writing, in monthly installments of TWO HUNDRED TWENTY FIVE & 50/100 Dollars (\$ 225.50), commencing on the first day of January, 1976, 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 (1/2) per centum of the average outstanding balance due on the note computed without taking into account delinquencies or prepayments;

Assignment of this instrument Recorded in
Real Estate T-19 Book
No. 252 Page 51
This the 8 day of Nov 19 79

Assignment of this instrument Recorded in
Real Estate T-206 Book
No. 851 Page 206
This the 26 day of Aug 19 76

Assignment of this instrument Recorded in
Real Estate T-10 Book
No. 749 Page 315
This the 28th day of Feb 19 95

re-recorded
Assignment of this instrument Recorded in
Real Estate T-10 Book
No. 254 Page 598
This the 16 day of Jan 19 80
H. D. Ferguson

(b) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable to renew the policies of fire and other hazard insurance on the premises covered by this Deed of Trust, plus taxes and assessments next due on these premises (all as estimated by the Beneficiary) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by the Beneficiary in trust to pay said ground rents, premiums, taxes, and special assessments; and

(c) All payments mentioned in the two preceding subsections of this paragraph and all payments to be made under the note secured hereby shall be added together, and the aggregate amount thereof shall be paid by the Grantor each month in a single payment to be applied by the Beneficiary to the following items in the order set forth:

- (I) premium charges under the contract of insurance with the Secretary of Housing and Urban Development, or monthly charge (in lieu of mortgage insurance premium), as the case may be;
- (II) ground rents, if any, taxes, special assessments, fire and other hazard insurance premiums;
- (III) interest on the note secured hereby; and
- (IV) amortization of the principal of said note.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Grantor prior to the due date of the next such payment, constitute an event of default under this Deed of Trust. The Beneficiary may collect a "late charge" not to exceed two cents (2c) for each dollar (\$1) of each payment more than fifteen (15) days in arrears to cover the extra expense involved in handling delinquent payments.

3. If the total of the payments made by the Grantor under (b) of paragraph 2 preceding shall exceed the amount of the payments actually made by the Beneficiary for ground rents, taxes, or assessments, or insurance premiums, as the case may be, such excess at the option of the Beneficiary, shall be credited on subsequent payments to be made by the Grantor, or refunded to the Grantor. If, however, the monthly payments made by the Grantor under (b) of paragraph 2 preceding shall not be sufficient to pay ground rents, taxes and assessments, and insurance premiums, as the case may be, when the same shall become due and payable, then the Grantor shall pay to the Beneficiary any amount necessary to make up the deficiency, on or before the date when payment of such ground rents, taxes, assessments, or insurance premiums shall be due. If at any time the Grantor shall tender to the Beneficiary, in accordance with the provisions thereof, the full payment of the entire indebtedness represented thereby, the Beneficiary shall, in computing the amount of such indebtedness, credit to the account of the Grantor all payments made under the provisions of (a) of paragraph 2 hereof which the Beneficiary has not become obligated to pay to the Secretary of housing and Urban Development, and any balance remaining in the funds accumulated under the provisions of (b) of paragraph 2 hereof. If there shall be a default under any of the provisions of this Deed of Trust resulting in a public sale of the premises covered hereby or if the Beneficiary acquires the property otherwise after default, the Beneficiary shall, 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 or repair of the property damaged. In event of foreclosure of this Deed of Trust or other transfer of title to the said premises in extinguishment of the indebtedness secured hereby, all right, title, and interest of the Grantor in and to any insurance policies then in force shall pass to the purchaser or grantee.

7. That he will pay all taxes, assessments, water rates, and other governmental or municipal charges, fines, or impositions, for which provision has not been made hereinbefore, and shall promptly deliver the official receipts therefor to the Beneficiary; and in default of such payment by the Grantor, the Beneficiary may pay the same, and any amount so paid by the Beneficiary shall then be added to the principal debt named herein and shall be secured hereby.

8. That if the premises, or any part thereof, be condemned under any power of eminent domain, or acquired for a public use, the damages, proceeds, and the consideration for such acquisition, to the extent of the full amount of indebtedness upon this Deed of Trust, and the note secured hereby remaining unpaid, are hereby assigned by the Grantor to the Beneficiary and shall be paid forthwith to the Beneficiary to be applied by it on account of the indebtedness secured hereby, whether due or not.

9. The Grantor further agrees that should this Deed of Trust and the note secured hereby not be eligible for insurance under the National Housing Act within ^{sixty days} from the date hereof (written statement of any officer of the Department of Housing and Urban Development or authorized agent of the Secretary of Housing and Urban Development dated subsequent to the ^{sixty days} time from the date of this Deed of Trust, declining to insure said note and this Deed of Trust, being deemed conclusive proof of such ineligibility), the Beneficiary or the holder of the note may, at its option, declare all sums secured hereby immediately due and payable.

If the Grantor 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 F. Green
William F. Green

Sylvia L. Green
Sylvia L. Green

STATE OF ~~MISSISSIPPI~~ TENNESSEE } ss:
COUNTY OF SHELBY

Personally appeared before me Lee V. Hamberlin, the undersigned Notary Public in and for the said County, the within named William F. Green and Sylvia L. Green, 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 November, 1975

My commission expires: 6-5-79
STATE OF MISSISSIPPI

COUNTY OF DeSoto

Lee V. Hamberlin
Lee V. Hamberlin, Notary Public

I. H. J. Ferguson, Clerk of the Court of the Chancery of said County, do hereby certify that the foregoing conveyance was filed for registration in this office at 10:00 o'clock A. M., on the 21 day of Nov. 1975, and was recorded in Vol. 193, Record of Deeds, pages 306, on the 19 day of November, 1975.

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 November 1975, and that the same has been recorded in Book 193 Page 306 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 21 day of November 1975.
Fees \$ 5.00 pd.

SEAL I. H. J. Ferguson, CLERK

CANCELED BY AUTHORITY RECORDED IN BOOK
528 PAGE 753
THIS 11 DAY OF Dec. 19 90
W. E. Davis
CHANCERY CLERK by M. Graham, Pl.

TRUST INDENTURE

BETWEEN

TOWN OF OLIVE BRANCH

and

CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY
OF CHICAGO

Dated as of November 1, 1975

TRUST INDENTURE
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(This Table of Contents is not a part of the Trust Indenture
and is only for convenience of reference.)

TRUST INDENTURE

THIS TRUST INDENTURE (the "Indenture"), dated as of the 1st day of November, 1975, made and entered into by and between the Town of Olive Branch, Mississippi (the "Issuer"), a body politic and corporate duly organized and existing under the Constitution and Laws of the State of Mississippi, acting by and through its Mayor and Board of Aldermen, the governing body of the Issuer, as party of the first part, and Continental Illinois National Bank and Trust Company of Chicago, a banking corporation duly organized and existing under and by virtue of the laws of the United States, having power and authority to accept and execute trusts, and having its principal office in the City of Chicago, Illinois, as Trustee (the "Trustee"), as party of the second part,

W I T N E S S E T H :

WHEREAS, the Issuer is authorized by Chapter 147, General Laws of Mississippi, Regular Session 1960, as amended, appearing as Title 57, Chapter 3 of the Mississippi Code of 1972 (the "Act"), to acquire, whether by construction, purchase, gift or lease, a project as that term is defined in the Act to mean industrial machinery and equipment and also any land and any buildings or other improvements thereon and all real and personal properties deemed necessary in connection therewith; and

WHEREAS, the Issuer is authorized by the Act to issue industrial development revenue bonds payable solely out of the revenue derived from the leasing of the project which said bonds are issued to finance and which bonds and interest coupons issued under authority of the Act shall never constitute an indebtedness of the Issuer within the meaning of any State constitutional provision or statutory limitation, and shall never constitute or give rise to pecuniary liability of the Issuer or charge against its general credit or taxing powers; and

WHEREAS, the principal of and interest on any bonds issued under the authority of the Act shall be secured by a pledge of the revenues out of which such bonds shall be payable, and may be secured by a mortgage covering all or any part of the project from which the revenues so pledged may be derived and may be secured by pledge of the lease of such project; and

WHEREAS, the Issuer and Allied Products Corporation (the "Company") have entered into a Lease Agreement (the "Lease") dated as of November 1, 1975, which provides that the Issuer shall acquire an industrial project consisting of lands, buildings, improvements, machinery, equipment and facilities (the "Project") and shall lease the Project to the Company pursuant to the terms of the Lease; and

WHEREAS, the Lease provides that the Issuer shall issue its Industrial Development Revenue Bonds to finance the acquisition and construction of the Project; and

WHEREAS, the Issuer has adopted a resolution as required by the Act declaring its intention to issue bonds in the principal amount not to exceed One Million Five Hundred Thousand Dollars (\$1,500,000) (the "Bonds"); said resolution was published as required by the Act, and on the date established in said resolution for the filing of protests against the issuance of the Bonds no protests were received and the Issuer is now authorized to issue the Bonds in the principal amount aforesaid; and

WHEREAS, the Bonds are to be dated, bear interest, mature and are subject to redemption as hereinafter in this Indenture set forth in detail; and

WHEREAS, the execution and delivery of this Indenture and the issuance of the Bonds have been in all respects duly and validly authorized by the adoption of a bond resolution of the Issuer; and

WHEREAS, all things necessary to make the Bonds, when authenticated by the Trustee and issued as in this Indenture provided, valid, binding and legal obligations of the Issuer according to the import thereof, and to constitute this Indenture a valid lien on the properties mortgaged and a valid pledge of the revenues herein made to the payment of the principal of, premium (if any) and interest on the Bonds, have been done and performed, and the creation, execution and delivery of this Indenture and the creation, execution and issuance of the Bonds, subject to the terms hereof, have in all respects been duly authorized; and

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, THIS INDENTURE WITNESSETH:

That the Issuer, in consideration of the premises and of the acceptance by the Trustee of the trusts hereby created, and of the purchase and acceptance of the Bonds by the holders and owners thereof, and of the sum of One Dollar, lawful money of the United States of America, to it duly paid by the Trustee, at or before the execution and delivery of these presents, and for other good and valuable consideration, the receipt of which is hereby acknowledged, in order to

secure the payment of the principal of, premium (if any) and interest on the Bonds according to their tenor and effect and to insure the performance and observance by the Issuer of all the covenants expressed or implied herein and in the Bonds does hereby grant, bargain, sell, convey, warrant, assign, transfer, and pledge unto Continental Illinois National Bank and Trust Company of Chicago, as Trustee, and to its successors in the trusts hereby created, and to them and their assigns forever and to grant unto said Trustee and its successors and assigns a security interest in all of the following property, rights and interests, whether now owned or hereafter acquired:

I

The real estate and premises situated in the Town of Olive Branch, Mississippi, described in Exhibit A attached hereto, with all buildings, structures, additions and improvements now or hereafter located thereon or therein with the tenements, hereditaments, appurtenances, rights, privileges and immunities thereunto belonging or appertaining, subject to Permitted Encumbrances.

II

The industrial machinery and equipment or other property described in Exhibit B attached hereto, and substitutions or replacements therefor, all industrial machinery and equipment or other property acquired by the Issuer with the proceeds from the Bonds issued under and secured by this Indenture, and substitutions or replacements therefor as provided in the Lease and all industrial machinery and equipment or other property which under the terms of the Lease is to become the property of the Issuer or subjected to the lien of this Indenture, subject to Permitted Encumbrances. It is understood and agreed that financing statements in proper form under the Mississippi Uniform Commercial Code have been duly filed in all places necessary to perfect the lien of this Indenture on the aforesaid industrial machinery and equipment as acquired, and the necessary steps will be taken under said Uniform Commercial Code to keep said lien in full force and effect while any of these Bonds are outstanding, and the Trustee will do all things necessary to carry out the intent of this Indenture.

III

All right, title and interest of the Issuer in and to the Lease including all amendments thereto, if any.

IV

All lease rentals, revenues and receipts receivable by the Issuer from the Project including, without limitation, all rentals to be received by the Issuer from the leasing of the Project and in particular the rentals to be received under and pursuant to and subject to the provisions of the Lease and pursuant to the terms of which rent is to be paid directly to the Trustee at the principal office of the Trustee for the account of the Issuer and deposited in the account therein designated as the Bond Fund, as provided herein, and any income receivable by the Issuer from investment of such designated funds.

V

Any and all other property of every name and nature (including, without limitation, any additional lease or leases covering the Project) from time to time hereafter by delivery or by writing of any kind, conveyed, mortgaged, pledged, assigned or transferred, as and for additional security hereunder, by the Issuer or by anyone in its behalf or with its written consent, to the Trustee, which is hereby authorized to receive any and all such property at any and all times and to hold and apply the same subject to the terms hereof.

TO HAVE AND TO HOLD all the same with all privileges and appurtenances hereby conveyed and assigned, or agreed or intended so to be, to the Trustee and its successors in said trust and to them and their assigns forever;

IN TRUST, NEVERTHELESS, upon the term and trusts herein set forth, for the equal and proportionate benefit, security and protection of all holders and owners of the Bonds and interest coupons thereto attached issued under and secured by this Indenture without preference, priority or distinction as to lien or otherwise of any of the Bonds or coupons thereto attached over any of the other of the Bonds;

PROVIDED, HOWEVER, that if the Issuer, its successors or assigns shall well and truly pay, or cause to be paid, the principal of the Bonds, premium, if any, and the interest due or to become due thereon, at the times and in the manner mentioned in the Bonds and the interest coupons appertaining to the Bonds, respectively, according to the true intent and meaning thereof, and shall cause the payments to be made into the Bond Fund as required under Article V, or shall provide, as permitted hereby, for the payment thereof by depositing with the Trustee the entire amount due or to become due thereon, and shall well and truly keep, perform

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and observe all the covenants and conditions pursuant to the terms of this Indenture to be kept, performed and observed by it, and shall pay or cause to be paid to the Trustee all sums of money due or to become due to it in accordance with the terms and provisions hereof, then upon such final payments this Indenture and the rights hereby granted shall cease, determine and be void, otherwise this Indenture to be and remain in full force and effect.

THIS INDENTURE FURTHER WITNESSETH and it is expressly declared that all Bonds issued and secured hereunder are to be issued, authenticated and delivered and all said property hereby given, granted, pledged or assigned is to be dealt with and disposed of under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses and purposes as hereinafter expressed, and the Issuer has agreed and covenanted and does hereby agree and covenant with the Trustee and with the respective holders and owners, from time to time of the Bonds or said coupons or any part thereof, as follows:

ARTICLE I.
DEFINITIONS

SECTION 101. Definitions. All words and phrases defined in Article I of the Lease shall have the same meaning in this Indenture. In addition to the words and terms elsewhere defined in this Indenture, the following words and terms as used in this Indenture shall have the following meanings unless the context or use indicate another or different meaning or intent:

"Acquisition Fund" means the fund created by Section 601 hereof.

"Additional Bonds" means the bonds of the Issuer issued pursuant to Section 210 hereof.

"Bond" or "Bonds" means all Bonds of the Issuer to be issued hereunder.

"Bond Fund" means the Bond principal and interest payment fund created by Section 502 hereof.

"Bondholder" or "holder" (when used with reference to the Bonds) or "owner of the Bonds" means the bearer of any Bond not registered as to principal and the registered owner of any Bond registered as to principal or as to principal and interest and "holder" (when used with reference to coupons) shall mean the bearer of such coupons.

"Clerk" means the clerk of the Issuer.

"Code" means the Internal Revenue Code of 1954, as amended.

"Company" means (i) Allied Products Corporation, a Delaware corporation, (ii) any successors and assigns of said Company and (iii) any surviving, resulting or transferee corporation as provided in Section 8.04 of the Lease.

The term "coupons" means any of the coupons issued hereunder evidencing semiannual installments of interest on the applicable Bond or Bonds.

"Counsel" means an attorney who is duly licensed to practice before the highest court of any state in the United States of America.

The term "default" means those defaults specified in and defined by Section 1001 hereof.

"Extraordinary Services" and "Extraordinary Expenses" means all services rendered and all expenses incurred under this Indenture other than Ordinary Services and Ordinary Expenses.

"Governing Body" means the Mayor and Board of Aldermen of the Issuer.

"Independent Counsel" means an attorney or firm thereof duly admitted to practice before the highest court of any state in the United States of America and not regularly employed by the Issuer or the Company.

"Independent Auditor" means an independent certified public accountant, or firm thereof, of recognized standing who or which does not devote his or its full time to the Issuer or the Company (but who or which may be regularly retained by either).

"Indenture" means this Trust Indenture and any supplemental agreements with the Trustee in pursuance hereof.

"Issuer" means the Town of Olive Branch, Mississippi, a "municipality" as defined by Chapter 147, General Laws of Mississippi, Regular Session 1960.

"Lease" means the Lease Agreement between the Issuer and the Company of even date herewith and any amendments and supplements thereto.

"Leased Equipment" means those items of machinery, equipment and related property and facilities acquired or permitted in the Lease to be acquired and installed as part of the Project with proceeds from the sale of the Bonds (which property is described generally in Exhibit B hereof) and any item of machinery and equipment and related property acquired and installed as part of the Project in substitution therefor or in addition thereto pursuant to the provisions of the Lease, less such machinery, equipment and related property as may be released from the Lease pursuant to the Lease or taken by the exercise of the power of eminent domain as provided in the Lease, all as they may at any time exist, but not including the Company's own machinery and equipment installed under the provisions of Section 6.10 of the Lease.

"Ordinary Services" and "Ordinary Expenses" means those services normally rendered and those expenses normally incurred by a trustee under instruments similar to this Indenture.

The term "outstanding" or "Bonds outstanding" means all Bonds which have been authenticated and delivered by the Trustee under this Indenture, except:

(a) Bonds theretofore cancelled by the Trustee or theretofore delivered to the Trustee for cancellation;

(b) Bonds for the payment or redemption of which cash funds shall have been theretofore deposited with the Trustee (whether upon or prior to the maturity or redemption date of any such Bonds); provided that if such Bonds are to be redeemed prior to the maturity thereof, notice of such redemption shall have been given or arrangements satisfactory to the Trustee shall have been made therefor, or waiver of such notice satisfactory in form to the Trustee shall have been filed with the Trustee; and

(c) Bonds in lieu of which others have been authenticated under Section 207 hereof.

"Person" means natural persons, firms, associations, corporations and public bodies.

"Project" means the land, buildings, machinery, equipment and other facilities leased under the Lease.

"Trust Estate", "pledged property" or "property herein conveyed" means the property described in paragraphs I, II, III, IV and V of the granting clause of this Indenture.

"Trustee" means Continental Illinois National Bank and Trust Company of Chicago, and its successors and any corporation resulting from or surviving any consolidation or merger to which it or its successors may be a party and any successor at the time serving as successor trustee hereunder and shall also include any co-trustee appointed hereunder.

SECTION 102. Use of Phrases. "Herein", "hereby", "hereunder", "hereof", "hereinbefore", "hereinafter" and other equivalent words refer to the Indenture and not solely to the particular portion thereof in which any such word is used. The definitions set forth in Section 101 hereof include both singular and plural. Whenever used herein, any pronoun shall be deemed to include both singular and plural and to cover all genders. Any percentage of Bonds, specified herein for any purpose, is to be figured on the unpaid principal amount thereof then outstanding.

ARTICLE II.

THE BONDS

SECTION 201. Authorized Amount of Bonds. No Bonds may be issued under the provisions of this Indenture except in accordance with this Article. The total principal amount of Bonds that may be issued hereunder is hereby expressly limited to Eight Hundred Thousand Dollars (\$800,000) subject to the provisions of Section 207 hereof and 210 hereof.

SECTION 202. Issuance of Bonds. The Bonds shall be designated Town of Olive Branch, Mississippi, Industrial Development Revenue Bonds, Series 1975 (Allied Products Corporation Project), shall be dated November 1, 1975, and shall bear interest from the date thereof at the annual rates set forth below, payable semiannually on May 1 and November 1 of each year until paid, commencing May 1, 1976. They shall be in the denomination of \$5,000 each, and shall be numbered consecutively from one (1) upward and shall mature in numerical order on November 1 in the years and principal amounts set forth in the following table:

<u>YEAR</u>	<u>AMOUNT</u>	<u>RATE OF INTEREST</u>
1976	\$30,000	6.25
1977	30,000	6.50
1978	35,000	6.75
1979	35,000	7.00
1980	40,000	7.25
1981	45,000	7.50
1982	45,000	7.50
1983	50,000	7.75
1984	55,000	7.75
1985	60,000	8.00
1986	65,000	8.00
1987	70,000	8.25
1988	75,000	8.25
1989	80,000	8.25
1990	85,000	8.25

The interest on the Bonds, when issued, shall be evidenced by interest coupons. The Bonds and interest thereon, except as otherwise provided in the case of registration as provided in Section 208 hereof, shall be payable to bearer upon presentation and surrender of the Bonds or interest coupons as they respectively become due at the principal office of the Trustee. Payment under this Section shall be made in lawful money of the United States of America.

SECTION 203. Execution; Limited Obligation. The Bonds shall be executed on behalf of the Issuer with the facsimile of the official signature of the Mayor of the Issuer and attested with the manual signature of the Clerk, and shall have impressed thereon the corporate seal of the Issuer. The coupons attached to the Bonds shall be executed by the facsimile of the official signatures of said Mayor and Clerk and such facsimile signatures shall have the same force and effect as if said parties had manually signed each of said coupons. The Bonds, together with interest thereon, shall be limited obligations of the Issuer payable solely out the revenue derived from the Project and shall be a valid claim of the respective holders thereof only against such income and revenues derived from the Project (but in addition shall be secured by a lien on the Project created by this Indenture) which income and revenues are hereby pledged and mortgaged for the equal and ratable payments of the Bonds and shall be used for no other purpose than to pay the principal, premium (if any) and interest on the Bonds, except as may be otherwise expressly authorized in this Indenture. The Bonds and interest coupons shall never constitute an indebtedness of the Issuer within the meaning of any state constitutional provision or statutory limitation and shall never constitute nor give rise to a pecuniary liability of the Issuer or a charge against its general credit or taxing powers. In case any officer of the Issuer whose signature or facsimile of whose signature shall appear on the Bonds or coupons shall cease to be such officer before the delivery of such Bonds, such signature or such facsimile shall nevertheless be valid and sufficient for all purposes, the same as if he had remained in office until delivery.

SECTION 204. Authentication. Only such Bonds as shall have endorsed thereon a certificate of authentication substantially in the form hereinafter set forth duly executed by the Trustee shall be entitled to any right or benefit under this Indenture. No Bond and no coupon appertaining to any Bond shall be valid or obligatory for any purpose unless and until such certificate of authentication shall have been

duly executed by the Trustee, and such executed certificate of the Trustee upon any such Bond shall be conclusive evidence that such Bond has been authenticated and delivered under this Indenture. The Trustee's certificate of authentication on any Bond shall be deemed to have been executed by it if signed by an authorized officer of the Trustee, but it shall not be necessary that the same officer sign the certificate of authentication on all of the Bonds issued hereunder. Before authenticating or delivering any Bonds, the Trustee shall detach and cancel all matured coupons, if any, appertaining thereto, and such cancelled coupons shall be cremated by the Trustee or otherwise destroyed by the Trustee. The Trustee shall provide the Issuer and the Company with a certificate certifying such cremation or other destruction.

SECTION 205. Form of Bonds. The Bonds issued under this Indenture and the coupons attached thereto shall be substantially in the form hereinafter set forth with such appropriate variations, omissions and insertions as are permitted or required by this Indenture:

UNITED STATES OF AMERICA

State of Mississippi

County of DeSoto

Town of Olive Branch

INDUSTRIAL DEVELOPMENT REVENUE BOND

Series 1975

(Allied Products Corporation Project)

NO. _____ \$5,000.00

The Town of Olive Branch, a body politic and corporate organized and existing under the Constitution and Laws of the State of Mississippi (the "Issuer"), acknowledges itself indebted and, for value received, hereby promises to pay to bearer, or if this Bond be registered as herein provided, to the registered owner hereof, solely from the special fund hereinafter referred to and not otherwise, the principal sum of

FIVE THOUSAND DOLLARS

on the first day of November, _____, upon the presentation and surrender hereof, and to pay, solely from said special fund, interest thereon from the date hereof at the rate of _____ per cent (_____) per annum. Such interest shall be payable semiannually on May 1 and November 1 in each year, commencing May 1, 1976, until the principal hereof shall have been paid, upon presentation and surrender of the interest coupons appertaining hereto as they severally become due, except that when this Bond is registered as to interest, payment of interest shall be by check or draft to the registered owner as shown on the bond registration books of the Issuer. Both the principal hereof and interest hereon are payable in lawful money of the United States of America at Continental Illinois National Bank and Trust Company of Chicago, in Chicago, Illinois.

This Bond is one of an issue of One Hundred Sixty (160) Bonds of like date, tenor and effect, except as to number, rate of interest, and date of maturity, aggregating Eight Hundred Thousand Dollars (\$800,000) (the "Bonds"), issued to provide funds for the purpose of acquiring land and constructing and installing thereon buildings, improvements and machinery and equipment, all of which together constitute a project (the "Project") as defined in Chapter 147, General Laws of Mississippi, Regular Session 1960, as amended, appearing as Title 57, Chapter 3 of the Mississippi Code of 1972 (the

"Act"), to be leased to Allied Products Corporation a Delaware corporation (the "Company"), pursuant to a Lease Agreement dated as of November 1, 1975, (the "Lease") as authorized by Certificate of Public Convenience and Necessity No. 243R issued to the Issuer by the Mississippi Agricultural and Industrial Board on January 9, 1975. This Bond is issued under the authority of the Constitution and Laws of the State of Mississippi, including the Act, and by the further authority of the proceedings duly had by the Mayor and Board of Aldermen of the Town of Olive Branch, Mississippi. The Bonds are all issued under and are equally and ratably secured and entitled to the protection given by a Trust Indenture dated as of November 1, 1975, (the "Indenture") which has been duly executed and delivered by the Issuer to Continental Illinois National Bank and Trust Company of Chicago, Chicago, Illinois, as Trustee (the "Trustee"), which Indenture is recorded in the office of the Chancery Clerk of DeSoto County, Mississippi, and reference is hereby made to the Indenture and to all indentures supplemental thereto for the provisions thereof, including those pertaining to the nature and extent of the security, the rights, duties and obligations of the Issuer, the Trustee, and the holders and registered owners of the Bonds and the terms upon which the Bonds are issued and secured. It is provided in the Indenture that the Issuer may issue Additional Bonds (as defined in the Indenture) from time to time under certain terms and conditions contained therein, and if issued, such Additional Bonds shall rank on a parity of security with respect to the Bonds. The Lease which has been executed between the Issuer as lessor and the Company as lessee provides for basic rent sufficient to pay the principal of and interest on the Bonds as the same become due.

The Bonds are and will continue to be payable as to principal and interest solely out of and secured by an irrevocable pledge of the revenue to be derived from the leasing of the Project and any other sums which may be received from or in connection with the Project, and the Bonds are secured by a lien on and security interest in the Project, all as provided in the Indenture.

The Bonds and the interest coupons appertaining thereto are limited obligations of the Issuer and shall never constitute an indebtedness of the Issuer within the meaning of any constitutional provision or statutory limitation of the State of Mississippi, and shall never constitute nor give rise to any pecuniary liability of the Issuer or a charge against its general credit or taxing powers, nor shall the Issuer be

obligated to pay the Bonds or the interest thereon except from such rentals and other revenues derived from the Project as aforesaid. The Issuer covenants and agrees that it will apply the proceeds of the Bonds to the purpose above set forth, and that so long as any of the Bonds or any of the interest coupons appertaining thereto is outstanding, it will endeavor to fix, maintain, and collect rents for the use of the Project sufficient to provide for the payment of the principal of and interest on all of the Bonds, which revenue shall be and is hereby irrevocably pledged to be used for no other purpose than for the payment of the Bonds and the interest thereon and other bond payment expenses, all as provided in the Indenture.

The Bonds are subject to redemption prior to their respective maturities under the following circumstances and conditions:

(a) Bonds which mature on or after November 1, 1981 are subject to redemption at the option of the Company on any interest payment date on or after November 1, 1980, in whole or in part, and, if less than all of such Bonds are to be redeemed, then in the inverse order of their maturity (and if less than a whole maturity, then by lot within a maturity) at the redemption price of 100% of the principal amount thereof plus accrued unpaid interest to the redemption date.

(b) All outstanding Bonds shall be redeemed on any interest payment date, on or after May 1, 1976, at 100% of the principal amount thereof plus accrued unpaid interest to the redemption date if all or substantially all of the Project is taken or condemned by power of eminent domain as provided in Section 7.02 of the Lease.

(c) All outstanding Bonds shall be subject to redemption at the option of the Company, in whole or in part, on any interest payment date on or after May 1, 1976, at 100% of the principal amount thereof plus accrued unpaid interest to the redemption date, should any of the following events occur:

(1) The Project shall sustain major damage or destruction as defined in the Lease; or

(2) The temporary use of all or substantially all of the Project shall be taken by right of eminent domain; or

(3) As a result of changes in the Constitution of the United States or of the State of Mississippi, or of legislative action, or by the final decree, judgment or order of any court or administrative body entered after the Company's contest thereof in good faith, the Lease becomes void or unenforceable or impossible of performance in accordance with the intent and purposes of the parties as expressed in the Lease, or unreasonable burdens or excessive liabilities are imposed upon either party to it; or

(4) There is legal curtailment of the Company's use and occupancy of all or substantially all of the Project for any reason other than condemnation referred to in Article VII of the Lease.

In the event any of the Bonds are called for redemption as aforesaid, notice thereof identifying the Bonds to be redeemed will be given by publication once in a newspaper or financial journal of general circulation in the City of New York, New York, which publication shall be made not less than thirty (30) days prior to the redemption date, and in the case of the redemption of Bonds at the time registered as to principal (except to bearer) or both principal and interest, upon mailing a copy of the redemption notice by first class mail at least thirty (30) days prior to the date fixed for redemption to the registered owner of each bond to be redeemed at the address shown on the registration books; provided, however, that failure to give such notice by mailing, or any defect therein, shall not affect the validity of any proceeding for the redemption of Bonds. If all of the Bonds to be redeemed are at that time registered as to principal (except to bearer), notice by mailing given by first class mail to the owner or owners thereof not less than thirty (30) days prior to the date fixed for redemption shall be sufficient and published notice of the call for redemption need not be given. All Bonds so called for redemption will cease to bear interest on the specified redemption date provided funds for their redemption are on deposit at the place of payment at that time, and, except for the purpose of payment, shall no longer be protected by the Indenture and shall not be deemed to be outstanding under the provisions of the Indenture. If, because of the temporary or permanent suspension of the publication or general circulation of any newspaper or financial journal or for any other reason, it is impossible or impractical to publish such notice of call for redemption in the manner herein provided, then such publication in lieu thereof as shall be made with the approval of the Trustee shall constitute a sufficient publication of notice.

The Issuer shall not be obligated to call in, pay or redeem any Bond except to the extent that funds therefor may be provided by the Company pursuant to the Lease or may be otherwise available to the Trustee for such purpose pursuant to the Indenture.

This Bond may be registered as to principal only or as to principal and interest and may be discharged from such registration, in the manner, with the effect and subject to the terms and conditions endorsed hereon and set forth in the Indenture. Subject to the provisions for registration endorsed hereon and contained in the Indenture, nothing contained in this Bond or in the Indenture shall affect or impair the negotiability of this Bond and this Bond shall be deemed to be a negotiable instrument under the laws of the State of Mississippi. This Bond is issued with the intent that the laws of the State of Mississippi will govern its construction.

The holder of this Bond shall have no right to enforce the provisions of the Indenture or to institute action to enforce the covenants therein, or take any action with respect to any event of default under or defined in the Indenture, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture. In certain events, on the conditions, in the manner and with the effect set forth in the Indenture, the principal of all the Bonds issued under the Indenture and then outstanding may become or may be declared due and payable before the stated maturity thereof, together with interest accrued thereon. Supplements to the Indenture and modifications thereof may be made only to the extent and in the circumstances permitted by the Indenture.

IT IS HEREBY CERTIFIED, RECITED AND REPRESENTED that all conditions, acts and things required by law and in the Indenture to exist, to have happened and to have been performed precedent to and in the issuance of the Bonds, in order to make the same legal and binding limited obligations of the Issuer according to the terms thereof, do exist, have happened, and have been performed in regular and due time, form and manner as required by law. For the performance in apt time and manner of every official act for the prompt payment of this Bond, both principal and interest, the full faith of the Issuer is hereby irrevocably pledged.

Neither this Bond nor any coupon appertaining hereto shall be valid or become obligatory for any purpose or be entitled to any security or benefit under the Indenture until the Certificate of Authentication hereon shall have been signed by the Trustee.

IN WITNESS WHEREOF, the Town of Olive Branch, Mississippi has caused this Bond to be executed in its name by the facsimile signature of its Mayor and countersigned manually by its clerk, thereunto duly authorized, and its corporate seal to be affixed hereto, and has caused the interest coupons hereto attached to be executed by the facsimile signatures of said Mayor and clerk, all as of the first day of November, 1975.

TOWN OF OLIVE BRANCH, MISSISSIPPI

BY: _____
Mayor

Countersigned:

Town Clerk

(SEAL)

(TRUSTEE'S CERTIFICATE OF AUTHENTICATION)

This Bond is one of the Bonds designated in and issued under the provisions of the within mentioned Indenture.

CONTINENTAL ILLINOIS NATIONAL BANK
AND TRUST COMPANY OF CHICAGO
Trustee

BY: _____
(Authorized Signature)

(FORM OF INTEREST COUPON)

NO. _____ \$ _____
November

On the first day of May, 19____, unless the bond hereinafter mentioned shall have been previously called for redemption and payment of the redemption price made or duly provided for, the Town of Olive Branch, Mississippi, promises to pay to bearer, solely from the revenue referred to in the hereinafter described bond and not otherwise, the amount shown on this coupon in lawful money of the United States of America at Continental Illinois National Bank and Trust Company of Chicago, Chicago, Illinois, being semiannual interest due that date on its Industrial Development Revenue Bond, Series 1975 (Allied Products Corporation Project), dated November 1, 1975, numbered _____.

TOWN OF OLIVE BRANCH, MISSISSIPPI

BY: _____
Mayor

Countersigned:

Town Clerk

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(REGISTRATION AND VALIDATION CERTIFICATE)

STATE OF MISSISSIPPI
COUNTY OF DESOTO

The undersigned Clerk of the Town of Olive Branch, Mississippi, does hereby certify that the within Bond has been duly registered by me pursuant to law in a book kept in my office for that purpose.

I do further certify that the within Bond has been validated and confirmed by Decree of the Chancery Court of DeSoto County, Mississippi, rendered on the ____ day of _____, A.D., 1975.

Town Clerk

PROVISIONS FOR REGISTRATION AND RECONVERSION

This Bond may be registered as to principal only on books of the Town of Olive Branch, Mississippi, kept by the Trustee under the within mentioned Indenture, as Bond Registrar, upon presentation hereof to the Bond Registrar, who shall note such registration in the registration blank below, and this Bond may thereafter be transferred only upon an assignment duly executed by the registered owner or his attorney or legal representative in such form as shall be satisfactory to the Bond Registrar. Such transfer may be to bearer and thereafter transferability by delivery shall be restored, but this Bond shall again be subject to successive registrations and transfers as before. The principal of this Bond, if registered, unless registered to bearer, shall be payable only to or upon the order of the registered owner or his attorney or his legal representative. Interest accruing on this Bond will be paid only on presentation and surrender of the attached interest coupons as they respectively become due, and notwithstanding the registration of this Bond as to principal, the interest coupons shall remain payable to bearer and shall continue to be transferable by delivery; provided, that if upon registration of this Bond, or at any time thereafter while this Bond is registered in the name of the owner, the unmatured attached coupons evidencing interest to be thereafter paid hereon shall be surrendered to the Bond Registrar, a statement to that effect will be endorsed hereon by the Bond Registrar and thereafter interest evidenced by such surrendered coupons will be paid by check or draft of the Bond Registrar at the times provided herein to the registered owner of this Bond by mail to the address shown on the registration books. This Bond when so converted into a Bond registered as to both principal and interest may be reconverted into a coupon Bond at the written request of the registered owner and upon presentation at the office of the Bond Registrar. Upon such reconversion the coupons representing the interest to become due thereafter to the date of maturity will again be attached to this Bond and a statement will be endorsed hereon by the Bond Registrar in the registration blank below whether it is then registered as to principal or payable to bearer.

Date of Registration	Name of Registered Owner	Manner of Registration	Signature of Bond Registrar
_____	_____	_____	_____
_____	_____	_____	_____

SECTION 206. Delivery of Bonds. This Indenture is being executed and delivered in anticipation of the issuance, sale and delivery of the Bonds in compliance with the requirements of the Mississippi Agricultural and Industrial Board and the Issuer agrees that promptly upon receipt of the final order of approval of said Mississippi Agricultural and Industrial Board, it shall execute and deliver to the Trustee the Bonds. The Trustee agrees to authenticate the Bonds and deliver them to the purchaser or purchasers thereof, as may be directed by the Issuer as hereinafter in this Section provided.

Prior to the delivery by the Trustee of any of the Bonds there shall be filed with the Trustee:

1. A copy, duly certified by the Clerk, of the resolutions adopted and proceedings had by the Governing Body of the Issuer authorizing the issuance of the Bonds including a resolution authorizing the execution and delivery of this Indenture.
2. An original executed counterpart of the Lease and the Indenture.
3. A commitment for a policy of title insurance in the amount and form required by the Lease.
4. An opinion of counsel for the Company to the effect that the Lease has been duly authorized, executed and delivered by and is valid and binding on the Company, and may be entered into and performed by it without such constituting a violation of, conflict with or breach of any of the provisions, terms or conditions of or default by the Company under its Articles of Incorporation or Bylaws or any agreement or instrument to which it is subject or by which it is or may be bound and that it has obtained the approval, consent, authorization or other order of all municipal, state or federal regulatory authorities required.

5. An opinion of Watkins, Pyle, Ludlam, & Stennis, Bond Counsel, to the effect that the issuance of such Bonds has been duly authorized and that all conditions precedent to the issuance thereof have been fulfilled.

6. A signed request and authorization to the Trustee on behalf of the Issuer to authenticate and deliver the Bonds to the purchaser or purchasers therein identified upon payment to the Trustee but for the account of the Issuer of a specified sum plus accrued interest. The proceeds of the Bonds shall be paid over to the Trustee for the account of the Issuer and deposited to the credit of the Bond Fund and Acquisition Fund as hereinafter provided under Articles V and VI hereof.

SECTION 207. Mutilated, Lost, Stolen or Destroyed Bonds or Coupons. In the event any Bond is mutilated, lost, stolen or destroyed, the Issuer may execute and the Trustee may authenticate a new Bond of like date, number, maturity and denomination as that mutilated, lost, stolen or destroyed, which new Bond shall have attached thereto coupons corresponding in all respects to those (if any) on the Bond mutilated, lost, stolen, or destroyed; provided that, in the case of any mutilated Bond, such mutilated Bond together with all coupons (if any) appertaining thereto shall first be surrendered to the Issuer, and in the case of any lost, stolen or destroyed Bond, there shall be first furnished to the Issuer and the Trustee evidence of such loss, theft or destruction satisfactory to the Issuer and the Trustee, together with indemnity satisfactory to them. In the event any such Bond or coupon shall have matured, instead of issuing a duplicate Bond or coupon the Issuer may pay the same without surrender thereof. The Issuer and the Trustee may charge the holder or owner of such Bond with their reasonable fees and expenses in this connection. The foregoing provisions shall be exclusive, notwithstanding any law or statute existing or hereinafter enacted to the contrary.

SECTION 208. Registration of Bonds; Persons Treated as Owners. Each of the Bonds issued hereunder shall be fully negotiable and pass by delivery but shall be subject to registration as to principal only or as to both principal and interest as provided in the Bond form hereinbefore set forth. No charge shall be made to any bondholder for the privilege of registration and transfer granted herein, but any bondholder requesting any such registration or transfer shall pay any tax or other governmental charge required to be paid with respect thereto. As to any Bond registered as

to principal, the person in whose name the same shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of or on account of the principal of any such Bond shall be made only to or upon the order of the registered owner thereof, or his legal representative, and neither the Issuer, the Trustee, nor the Bond Registrar shall be affected by any notice to the contrary, but such registration may be changed as herein provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid. The Issuer and the Trustee may deem and treat the bearer of any Bond which shall not at the time be registered as to principal (except to bearer), and the bearer of any coupon appertaining to any Bond, whether such Bond be registered as to principal or not, as the absolute owner of such Bond or coupon, as the case may be, whether such Bond or coupon shall be overdue or not, for the purpose of receiving payment thereof and for all other purposes whatsoever, and neither the Issuer nor the Trustee shall be affected by any notice to the contrary.

SECTION 209. Cremation of Bonds. Whenever any outstanding Bond or any coupon appertaining thereto shall be delivered to the Trustee for cancellation pursuant to this Indenture, upon payment of the principal amount or interest represented thereby, or for replacement pursuant to Section 207 or if a matured coupon shall be detached prior to authentication of the Bonds pursuant to Section 204, such Bond and coupon shall be promptly cancelled and cremated or otherwise destroyed by the Trustee and counterparts of a certificate of destruction evidencing such cremation or other destruction shall be furnished by the Trustee to the Issuer and the Company.

SECTION 210. Additional Bonds. So long as the Lease is in effect, one or more series of Additional Bonds may be authenticated and delivered for the purpose of completing the Project or providing substitutions, additions, modifications or improvements to the Project, the purpose of which shall be to constitute a project within the meaning of the Act. Such Additional Bonds shall be payable solely from the revenues and other amounts derived from the leasing of the Project (except to the extent paid out of moneys attributable to the proceeds derived from the sale of the Additional Bonds or to income from the temporary investment thereof and, under certain circumstances, to proceeds from insurance and condemnation awards). The Additional Bonds of each such series shall be deposited with the Trustee and thereupon shall be authenticated by the Trustee. Upon payment to the Trustee of the proceeds of said sale of Additional Bonds, they shall be delivered by the Trustee to or upon the order of the purchasers thereof, but only upon there being filed with Trustee:

(a) Original executed counterparts of a supplemental indenture and an amendment of the Lease expressly providing that, for all purposes of the Indenture and the Lease, the Project shall include the facilities being financed by the Additional Bonds and all of which facilities shall be made subject to the lien of the Indenture, and the Bonds shall mean and include the Additional Bonds being issued as well as the Bonds now being issued and any Additional Bonds theretofore issued, except that the date or dates of the Additional Bonds, the rate or rates of interest on the Additional Bonds, the time or times of payment of the interest thereon and the principal thereof, and the redemption provisions with respect thereto, all shall be as provided in the supplemental indenture rather than as provided in this Indenture, and the amendment of the Lease shall otherwise comply with the provisions of Section 3.04 of the Lease.

(b) A certified transcript of proceedings of the Governing Body of the Issuer authorizing and directing the issuance of the Additional Bonds and the transcript of proceedings of the Chancery Court of DeSoto County, Mississippi, validating the Additional Bonds.

(c) A written opinion by an attorney or firm of attorneys of recognized standing on the subject of municipal bonds, to the effect that the issuance of the Additional Bonds and the execution thereof have been duly authorized, all conditions precedent to the delivery thereof have been fulfilled, and that the exemption from Federal income tax of the interest on the Bonds now being issued and any Additional Bonds theretofore issued will not be affected by the issuance of the Additional Bonds being issued.

(d) A written order to the Trustee by the Issuer to authenticate and deliver the Additional Bonds to the purchaser or purchasers therein identified upon payment to Trustee of a specified sum plus accrued interest.

(e) A Certificate of Public Convenience and Necessity issued by the Mississippi Agricultural and Industrial Board to the effect that public convenience and necessity require the Issuer to issue the Additional Bonds.

Each series of Additional Bonds issued pursuant to this Section shall be equally and ratably secured under the Indenture with the Bonds now being issued and all other series of Additional Bonds, if any, issued pursuant to this Section, without preference, priority or distinction of any Bonds or coupons over any other thereof.

Notwithstanding anything herein to the contrary, no Additional Bonds shall be issued unless the Lease is in effect and there is no default at the time of issuance under the Lease or under this Indenture.

ARTICLE III.

REDEMPTION OF BONDS BEFORE MATURITY

SECTION 301. Redemption Dates and Prices. The Bonds issued pursuant to this Indenture are subject to redemption under the circumstances and in the manner hereinafter specified:

(a) Bonds which mature on or after November 1, 1981 are subject to redemption at the option of the Company on any interest payment date on or after November 1, 1980, in whole or in part, and, if less than all of such Bonds are to be redeemed, then in the inverse order of their maturity (and if less than a whole maturity, then by lot within a maturity) at the redemption price of 100% of the principal amount thereof plus accrued unpaid interest to the redemption date.

(b) All outstanding Bonds shall be redeemed on any interest payment date on or after May 1, 1976, at 100% of the principal amount thereof plus accrued unpaid interest to the redemption date if all or substantially all of the Project is taken or condemned by power of eminent domain as provided in Section 7.02 of the Lease.

(c) All outstanding Bonds shall be subject to redemption at the option of the Company, in whole or in part, on any interest payment date on or after May 1, 1976, at 100% of the principal amount thereof plus accrued unpaid interest to the redemption date, should any of the following events occur:

(1) The Project shall sustain Major Damage or Destruction; or

(2) The temporary use of all or substantially all of the Project shall be taken by right of eminent domain; or

(3) As a result of changes in the Constitution of the United States or of the State of Mississippi, or of legislative action, or by the final decree, judgment or order of any court or administrative body entered after the Company's contest thereof in good faith, the Lease becomes void or unenforceable or impossible of performance in accordance with the intent and purposes of the parties as expressed in the Lease, or unreasonable burdens or excessive liabilities are imposed upon either party to it; or

(4) There is legal curtailment of the Company's use and occupancy of all or substantially all of the Project for any reason other than condemnation referred to in Article VII of the Lease.

SECTION 302. Notice of Redemption. Notice of the call for any such redemption identifying the Bonds to be redeemed shall be given by publication once in a newspaper or financial journal of general circulation in the City of New York, New York, which publication shall be made not less than thirty (30) days prior to the redemption date, and in the case of the redemption of the Bonds at the time registered as to principal (except to bearer) or both principal and interest, upon mailing a copy of the redemption notice by first class mail at least thirty (30) days prior to the date fixed for redemption to the registered owner of each Bond to be redeemed at the address shown on the registration books; provided, however, that failure to give such notice by mailing, or any defect therein, shall not affect the validity of any proceedings for the redemption of the Bonds. If all of the Bonds to be redeemed are at that time registered as to principal (except to bearer), notice by mailing given by first class mail to the owner or owners thereof not less than thirty (30) days prior to the date fixed for redemption shall be sufficient and published notice of the call for redemption need not be given.

Prior to the date fixed for redemption, funds shall be placed with the Trustee to pay the Bonds called and accrued interest thereon to the redemption date and the premium, if any. Upon the happening of the above conditions, the Bonds thus called shall not thereafter bear interest and shall no longer be protected by this Indenture and shall not be deemed to be outstanding under the provisions of this Indenture.

If, because of the temporary or permanent suspension of the publication or general circulation of any newspaper or financial journal or for any other reason, it is impossible or impractical to publish such notice of call for redemption in the manner herein provided, then such publication in lieu thereof as shall be made with the approval of the Trustee shall constitute a sufficient publication of notice.

SECTION 303. Cancellation. All Bonds which have been redeemed shall be cancelled and cremated or otherwise destroyed by the Trustee together with the unmaturred coupons appertaining thereto in accordance with Section 209.

SECTION 304. Unpaid Coupons. All unpaid interest coupons which appertain to Bonds so called for redemption and which have become payable on or prior to the date fixed for redemption shall continue to be payable to the bearer severally and respectively upon the presentation and surrender of such coupons.

SECTION 305. Partial Redemption Of Bonds. If less than all of the Bonds at any time outstanding are to be called for redemption prior to maturity, the Trustee shall apportion the funds available for such prior redemption between the Bonds of each of the several maturities then outstanding in the proportion, as nearly as may be, that the original principal amount of Bonds of such maturity bore to the original principal amount of all of the Bonds. If less than all of the Bonds of a particular maturity at the time outstanding are to be called for prior redemption, the particular Bonds of such maturity to be redeemed shall be selected by lot by the Trustee in such manner as the Trustee, in its discretion, may determine. The Trustee shall call for redemption in accordance with the foregoing provisions as many Bonds as will, as nearly as practicable, exhaust the moneys available therefor. Particular Bonds shall be redeemed only in the principal amount of \$5,000 each.

No redemption of less than all the Bonds at the time outstanding shall be made pursuant hereto unless the total amount of funds available and to be used for such partial redemption is equal to or more than \$50,000.

SECTION 306. Prepayment of Rents. At its option, to be exercised prior to the sixtieth day next preceding any redemption date, the Company, as provided in Section 5.03(c) of the Lease, may cause to be paid to the Trustee for deposit in the Bond Fund, as an advance payment of rentals, such amount of funds as the Company may determine, with written instructions to the Trustee, signed in the name of the Company by an officer thereof, to apply such funds prior to said redemption date to the purchase of outstanding Bonds. The Trustee shall thereupon use all reasonable efforts to expend such funds as nearly as may be practicable in the purchase of such Bonds, with all unmatured coupons attached, at not exceeding the redemption price provided in Section 301(a) plus accrued interest to such redemption date.

Bonds so purchased shall be cancelled by the Trustee as provided in Section 303 hereof. Any such funds not so expended by the Trustee for the purchase of Bonds prior to said sixtieth day shall be retained in the Bond Fund, shall not thereafter be used for the purchase of Bonds and shall be applied as herein otherwise provided for moneys in the Bond Fund. The provisions of this paragraph are subject to the provisions of Article X hereof.

ARTICLE IV.

GENERAL COVENANTS

SECTION 401. Payment of Principal and Interest. The Issuer covenants that it will promptly pay the principal of, premium (if any) and interest on every Bond issued under this Indenture at the place, on the dates and in the manner provided herein and in said Bonds and in the coupons appertaining thereto according to the true intent and meaning thereof. The Issuer further covenants that it will promptly pay interest (to the extent permitted by law) at the rates borne by the Bonds on overdue principal and interest. The principal of, premium (if any) and interest on the Bonds are payable solely from income and revenues derived from the leasing or sale of the Project and otherwise as provided herein and in the Lease, which income and revenues and other amounts are hereby specifically pledged to the payment thereof in the manner and to the extent herein specified, and nothing in the Bonds or coupons or in this Indenture should be considered as pledging any other funds or assets of the Issuer.

SECTION 402. Performance of Covenants; Authority. The Issuer covenants that it will faithfully perform at all times any and all covenants, undertakings, stipulations and provisions contained in this Indenture, in any and every Bond executed, authenticated and delivered hereunder and in all resolutions pertaining thereto. The Issuer covenants that it is duly authorized under the Constitution and laws of the State of Mississippi including particularly and without limitation the Act, to issue the Bonds authorized hereby and to execute this Indenture, to mortgage and grant a security interest in the property described and mortgaged herein and to pledge the income and revenues and to assign its rights as lessor under the Lease in the manner and to the extent herein set forth; that all action on its part for the issuance of the Bonds and the execution and delivery of this Indenture has been duly and effectively taken and that the Bonds in the hands of the holders and owners thereof are and will be valid and enforceable obligations of the Issuer according to the tenor and import thereof.

SECTION 403. Ownership; Instruments of Further Assurance.

The Issuer represents that it lawfully owns and is lawfully possessed of the Site and that it has good and indefeasible title and estate therein (except as otherwise herein provided) and that it will acquire good and indefeasible title and estate in the remainder of the Project (except as otherwise herein provided) and that it will cooperate to the extent necessary with the Company to defend the title thereto and every part thereof to the Trustee, and its respective successors and assigns, for the benefit of the holders and owners of the Bonds against the claims and demands of all persons whomsoever.

The Issuer covenants that it will do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered, such mortgages, deeds of trust or indentures supplemental hereto and such further acts, instruments and transfers as the Trustee may reasonably require for the better assuring, transferring, mortgaging, conveying, pledging, assigning and confirming unto the Trustee all and singular the property herein described and the income and revenues pledged hereby to the payment of the principal of, premium (if any) and interest on the Bonds. Any and all property hereafter acquired which is of the kind or nature herein provided to be and become subject to the lien hereof shall ipso facto, and without any further conveyance, assignment or act on the part of the Issuer or the Trustee, become and be subject to the lien of this Indenture as fully and completely as though specifically described herein, but nothing in this sentence contained shall be deemed to modify or change the obligations of the Issuer under this Section.

Promptly after any refiling, reregistering or rerecording of this Indenture or the Lease or any filing, registration, recording, refiling, reregistration or rerecording of any supplement to any of said instruments, any financing statement or instrument of similar character relating to any of said instruments or any instrument of further assurance which is required pursuant to the preceding paragraph, the Issuer will deliver to the Trustee an opinion of counsel, who may be counsel for the Issuer, to the effect that such filing, registration, recording, refiling, reregistration or rerecording has been duly accomplished and setting forth the particulars thereof.

The Issuer covenants and agrees that except as provided herein and in the Lease it will not sell, convey, mortgage, encumber or otherwise dispose of the Project or the income and revenues derived therefrom.

SECTION 404. Payment of Taxes, Charges, etc. Pursuant to the provisions of the Lease the Company has agreed to pay all lawful taxes, assessments and charges at any time levied or assessed upon or against the Project, or any part thereof, which might impair or prejudice the lien and priority of this Indenture; provided, however, that nothing contained in this Section shall require the payment of any such taxes, assessments or charges if the same are not required to be paid under the provisions of the Lease.

SECTION 405. Maintenance and Repair and Insurance. Pursuant to the provisions of the Lease the Company has agreed at its own expense to cause the Project to be maintained, preserved and kept in good condition, repair and working order, and that it will from time to time cause to be made all needed repairs so that the Project shall at all times be kept in good and tenantable condition and repair, and that the Company may, at its own expense, make from time to time additions, modifications and improvements to the Project under the terms and conditions set forth in the Lease, and that it will maintain in effect insurance with respect to the Project as provided in the Lease.

SECTION 406. Recordation of this Indenture. The Issuer covenants that it will cause this Indenture and all indentures supplemental thereto to be kept recorded and filed in such manner and in such places as may be required by law in order to fully preserve and protect the security of the holders and owners of the Bonds and the rights, privileges and options of the Trustee hereunder.

SECTION 407. Inspection of Project Books. The Issuer covenants and agrees that all books and documents in its possession relating to the Project and the revenues derived from the Project shall at all times be open to inspection by such accountants or other agencies as the Trustee may from time to time designate.

SECTION 408. Priority of Pledge. The pledge herein made of the revenues and receipts from any leasing or sale of the Project shall at no time be impaired by the Issuer or

the Trustee and shall not otherwise be pledged and no persons shall have any rights with respect thereto except as provided herein and in the Lease.

SECTION 409. List of Bondholders. To the extent that such information shall be made known to the Issuer under the terms of this Section, it will keep on file at the principal office of the Trustee a list of names and addresses of the last known holders of all Bonds which are payable to bearer and believed to be held by each of such last known holders. Any bondholder may request that his name and address be placed on said list by filing a written request with the Trustee, which request shall include a statement of the principal amount of Bonds held by such holder and the numbers of such Bonds. The Trustee shall be under no responsibility with regard to the accuracy of said list. At reasonable times and under reasonable regulations established by the Trustee, said list may be inspected and copied by the Company or by holders and/or owners (or a designated representative thereof) of twenty-five per cent (25%) or more in principal amount of the Bonds, such ownership and the authority of any such designated representative to be evidenced to the satisfaction of the Trustee.

SECTION 410. Rights Under Lease. The Lease, a duly executed counterpart of which has been filed with the Trustee, sets forth the covenants and obligations of the Issuer and the Company, and reference is hereby made to the same for a detailed statement of said covenants and obligations of the Company under the Lease, and the Issuer agrees that the Trustee in its name or in the name of the Issuer may enforce all rights of the Issuer and all obligations of the Company under and pursuant to the Lease for and on behalf of the bondholders, whether or not the Issuer is in default hereunder.

ARTICLE V.

REVENUES AND FUNDS

SECTION 501. Source of Payment of Bonds. The Bonds and all payments by the Issuer hereunder, are not general obligations of the Issuer but are limited obligations payable solely from revenues and receipts derived from the ownership of the Project and as authorized and provided herein. The Bonds are additionally secured by a first mortgage lien on the Project. The Project has been leased under the Lease and the rental payments provided in Section 5.03(a) and (c) of the Lease are to be remitted directly to the Trustee for the account of the Issuer and deposited in the Bond Fund. The said rental payments are sufficient in amount to insure the prompt payment of the principal of, premium (if any) and interest on the Bonds, and the entire amount of said rental payments is pledged to the payment of the principal of, premium (if any) and interest on the Bonds.

SECTION 502. Creation of the Bond Fund. There is hereby created by the Issuer and ordered established with the Trustee a trust fund to be designated "Town of Olive Branch Industrial Development Revenue Bond Fund, 1975 (Allied Products Corporation Project)", which shall be used to pay the principal of, premium (if any) and interest on the Bonds.

SECTION 503. Payments into the Bond Fund. There shall be deposited into the Bond Fund all accrued interest derived from the sale of the Bonds. In addition, there shall be deposited into the Bond Fund, as and when received, (a) any amount remaining in the Acquisition Fund after all costs and expenses of and in connection with the Project have been paid subject to Section 4.08 of the Lease; (b) all rental payments specified in Section 5.03(a) and (c) of the Lease; (c) any income realized from investments of moneys held in the Bond Fund; and (d) all other moneys received by the Trustee under and pursuant to any of the provisions of the Lease when accompanied by the directions that such moneys are to be paid into the Bond Fund. The Issuer hereby covenants and agrees that so long as any of the Bonds are outstanding it will deposit, or cause to be deposited, in the Bond Fund for its account sufficient sums from revenues and receipts derived from the Project (whether or not under and pursuant to the Lease) promptly to meet and pay the principal of, premium (if any) and interest on the Bonds as the same become due and payable, and to this end the Issuer covenants and agrees that, so long as any Bonds are outstanding, it

will cause the Project to be continuously and efficiently leased as a revenue and income-producing undertaking, and that, should there be a default under the Lease with the result that the right of possession of the Project is returned to the Issuer, the Issuer shall fully cooperate with the Trustee and with the bondholders to the end of fully protecting the rights and security of the bondholders and shall, if and when requested by the Trustee, diligently proceed in good faith and use their best efforts to secure another tenant for the Project to the end that at all times sufficient revenues and receipts will be derived from the Project promptly to meet and pay the principal of, premium (if any) and interest on the Bonds as the same become due and payable, as well as covering the cost of maintaining and insuring the Project. Nothing herein shall be construed as requiring the Issuer to operate the Project or to use any funds or revenues from any source other than funds and revenues derived from the Project.

SECTION 504. Use of Moneys in the Bond Fund. Except as provided in Section 510 hereof, moneys in the Bond Fund shall be used solely for the payment of the principal of, premium (if any) and interest on the Bonds at or prior to maturity.

SECTION 505. Custody of the Bond Fund. The Bond Fund shall be in the custody of the Trustee as a trust fund for the benefit of the holders of the Bonds and the Issuer hereby authorizes and directs the Trustee to withdraw sufficient funds from the Bond Fund to pay the principal of, premium (if any) and interest on the Bonds as the same become due and payable which authorization and direction the Trustee hereby accepts.

SECTION 506. Non-presentment of Bonds or Coupons. In the event any Bonds shall not be presented for payment when the principal thereof becomes due, either at maturity or otherwise, or at the date fixed for redemption thereof, or in the event any coupon shall not be presented for payment at the due date thereof, if funds sufficient to pay such Bonds or coupons shall have been made available to the Trustee for the benefit of the holder or holders thereof, all liability of the Issuer to the holder thereof for the payment of such Bond or coupon, as the case may be, shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of the Trustee to hold such

funds or funds, without liability for interest thereon, for the benefit of the holder of such Bond, or the holder of such coupon, as the same may be, who shall thereafter be restricted exclusively to such fund or funds, for any claim of whatever nature on his part under this Indenture or on, or with respect to, such Bond or coupon.

SECTION 507. Trustee's and Paying Agents' Charges and Expenses. Pursuant to Section 5.03(b) of the Lease the Company has agreed to pay to the Trustee as Supplemental Rent, until the principal of and interest on the Bonds shall have been fully paid or provision for the payment thereof shall have been made in accordance with the provisions of this Indenture, all reasonable fees and expenses of the Trustee and Paying Agent named in the Bonds. For the purposes of this Indenture the aforesaid fees and expenses shall consist of the following: (i) as and when the same shall be due the annual fee of the Trustee for the Ordinary Expenses incurred under this Indenture, (ii) the reasonable fees, charges and expenses of the Trustee pursuant hereto for acting as paying agent as herein provided as and when the same become due, and (iii) the Extraordinary Services and Extraordinary Expenses of the Trustee under this Indenture, as and when the same become due. It is further understood and agreed that the initial or acceptance fees of the Trustee and the fees, charges and expenses of the Trustee referred to in the preceding sentence which become due during the construction period of the Project, will be paid to the Trustee from the Acquisition Fund as and when the same shall become due. The Company may, without creating a default hereunder, contest in good faith the necessity for any Extraordinary Services and Extraordinary Expenses of the Trustee and the reasonableness of any of the fees, charges or expenses referred to in this Section.

SECTION 508. Moneys to be Held in Trust. All moneys required to be deposited with or paid to the Trustee for account of the Bond Fund, the Acquisition Fund, condemnation trust account and insurance loss trust account under any provision of this Indenture shall be held by the Trustee in trust for the purposes specified in this Indenture, and except for moneys deposited with or paid to the Trustee for the redemption of Bonds, notice of the redemption of which has been duly given, shall, while held by the Trustee, constitute part of the Trust Estate and be subject to the lien hereof.

SECTION 509. Insurance and Condemnation Proceeds. Reference is hereby made to the provisions of the Lease whereunder it is provided that under certain circumstances certain proceeds of insurance and condemnation awards are to be paid to the Trustee and deposited in a trust account and to be disbursed and paid out as therein provided. The Trustee hereby accepts and agrees to perform the duties and obligations specified in all such provisions of the Lease.

SECTION 510. Repayment to the Company from the Bond Fund and Other Accounts. Any amounts remaining in the Bond Fund, the insurance loss trust account and condemnation trust account after payment in full of the Bonds, the fees, charges and expenses of the Trustee and the paying agents and all other amounts required to be paid hereunder shall be paid to the Company upon the expiration or sooner termination of the term of the Lease as provided in the Lease.

ARTICLE VI.

CUSTODY AND APPLICATION OF PROCEEDS OF
BONDS

SECTION 601. Acquisition Fund; Establishment. There is hereby created and established with the Trustee, a trust fund to be designated "Town of Olive Branch Industrial Development Acquisition Fund, 1975 (Allied Products Corporation Project)". The proceeds of the Bonds after deducting the amount required to be paid into the Bond Fund by Section 503 hereof shall be paid to the Trustee for deposit in the Acquisition Fund.

SECTION 602. Acquisition Fund Disbursements. Moneys in the Acquisition Fund shall be expended and disbursed in accordance with the provisions of the Lease. The Issuer covenants and agrees to take all necessary and appropriate action promptly in approving and ordering all disbursements from the Acquisition Fund for which the approval or order of the Issuer is either necessary or desirable. The Trustee is hereby authorized and directed to issue its checks on the Acquisition Fund for any disbursement required by the aforesaid provisions of the Lease. The Trustee shall keep and maintain adequate records pertaining to the Acquisition Fund and all receipts and disbursements pertaining thereto, and the Trustee shall furnish periodic statements with respect thereto to the Issuer and the Company.

SECTION 603. Balance of Acquisition Fund. As soon as practicable and in any event within sixty (60) days from the date of delivery of the completion certificate specified in Section 4.07 of the Lease, any balance remaining in the Acquisition Fund (other than the amounts retained by the Trustee for payment of costs of the Project not yet due and payable) shall without further authorization be deposited in the Bond Fund with advice to the Issuer and the Company of such action. In no event shall the amount so deposited in the Bond Fund exceed 8% of the amount of proceeds (excluding accrued interest) received by the Issuer from the sale of the Bonds. Any amount in excess of 8% of such proceeds shall be used by the Trustee to purchase bonds on the open market as provided in Section 4.08 of the Lease.

ARTICLE VII.

INVESTMENTS

SECTION 701. Investment of Acquisition Fund and Bond Fund. Any moneys held as part of the Acquisition Fund or the Bond Fund shall be invested or reinvested by the Trustee, in accordance with directions of the Company in such investments and securities as are specified in Section 4.13 of the Lease. Any such investment shall have a maturity not later than the estimated time when the funds so invested will be needed for purposes of the Acquisition Fund or the Bond Fund, as the case may be. Any such investment shall be held by or under the control of the Trustee and shall be deemed at all times a part of the Acquisition Fund or the Bond Fund, as the case may be, and the interest accruing thereon and any profit realized from such investments shall be credited to such fund and any loss resulting from such investment shall be charged to such fund. The Trustee shall sell and reduce to cash a sufficient portion of investments held for the account of the Bond Fund whenever the cash balance in the Bond Fund is insufficient to pay the current interest and principal requirements on the Bonds or when such cash balance is insufficient to meet any current redemption of the Bonds that may be required under the provisions hereof or the Lease. The Trustee shall sell and reduce to cash a sufficient portion of investments held for the account of the Acquisition Fund whenever the cash in the Acquisition Fund is insufficient to pay a requisition when presented.

SECTION 702. Arbitrage Covenant. With respect to the authority to invest granted in this Article VII, the Issuer and the Trustee covenant that neither the Issuer nor the Trustee will make any use of the proceeds of the Bonds or any other funds or accounts of the Issuer which may be deemed to be available proceeds of such Bonds pursuant to Section 103(d)(2) of the Code, and the applicable regulations thereunder, which, if such use had been reasonably expected on the date of issue of the Bonds, would have caused the Bonds to be "arbitrage bonds" within the meaning of said section and said regulations and will comply with the requirements of said section and regulations throughout the term of the Bonds.

ARTICLE VIII.

POSSESSION, USE AND PARTIAL RELEASE OF LEASED PROPERTY

SECTION 801. Subordination to Rights of the Company. This Indenture and the rights and privileges hereunder of the Trustee and the holders of the Bonds are specifically made subject and subordinate to the rights, options and privileges of the Company set forth in the Lease. So long as not otherwise provided in this Indenture, the Issuer shall be suffered and permitted to possess, use and enjoy the Project and appurtenances so as to carry out its obligations under the Lease.

SECTION 802. Release of Site . Reference is made to the provisions of the Lease, including, without limitation, Section 11.07 thereof, wherein the Issuer and the Company have reserved the right to withdraw certain portions of the Site from the Lease and this Indenture upon compliance with the terms and conditions of the Lease. The Trustee shall release from the lien of this Indenture any such land upon compliance with the provisions of the Lease.

SECTION 803. Release of Leased Equipment. Reference is made to the provisions of the Lease, including, without limitation, Sections 6.08 and 6.09 thereof, whereby the Company may withdraw certain items of Leased Equipment upon compliance with the terms and conditions of the Lease. The Trustee shall at the request of the Issuer or the Company confirm that any such equipment is no longer subject to the lien of this Indenture upon compliance with the provisions of the Lease and shall release said equipment from the lien of this Indenture.

ARTICLE IX.

DISCHARGE OF LIEN

SECTION 901. Discharge of Lien. If the Issuer shall pay or cause to be paid to the holders and owners of the Bonds and the coupons the principal of, premium (if any) and interest to become due with respect thereto at the times and in the manner stipulated therein and herein, or if provision satisfactory to the Trustee is made by the Issuer or Company for such payment under the Lease, and if the Issuer shall keep, perform and observe all and singular the covenants and promises in the Bonds and in this Indenture expressed as to be kept, performed and observed by it or on its part, then these presents and the estate and rights hereby granted shall, at the option of the Issuer, cease, determine and be void, and thereupon the Trustee shall cancel and discharge the lien of this Indenture, and execute and deliver to the Issuer such instruments in writing as shall be requisite to satisfy the lien hereof, and reconvey to the Issuer the estate hereby conveyed, and assign and deliver to the Issuer any property at the time subject to the lien of this Indenture which may then be in its possession, except amounts in the Bond Fund required to be paid to the Company under Section 510 hereof and except cash held by the Trustee for the payment of interest and premium (if any) on and retirement of the Bonds.

Bonds and coupons for the payment or redemption of which sufficient moneys shall have been deposited with the Trustee (whether upon or prior to the maturity or the redemption date of such Bonds) shall be deemed to be paid within the meaning of this Article; provided, however, that if such Bonds are to be redeemed prior to the maturity thereof, notice of such redemption shall have been duly given or arrangements satisfactory to the Trustee shall have been made for the giving thereof.

ARTICLE X.

DEFAULT PROVISIONS AND REMEDIES OF TRUSTEE
AND BONDHOLDERS

SECTION 1001. Defaults; Events of Default. If any of the following events occurs, subject to the provisions of Section 1012 and 1013 hereof, it is hereby defined as and declared to be and to constitute an "event of default":

(a) Default in the due and punctual payment of any interest on any Bond;

(b) Default in the due and punctual payment of the principal of and premium (if any) on any Bond, whether at the stated maturity thereof, or upon proceedings for redemption thereof, or upon the maturity thereof by declaration or otherwise;

(c) Default in the performance or observance of any other of the covenants, agreements or conditions on the part of the Issuer in this Indenture or in the Bonds contained, or default on the part of the Company under the Lease in connection with the matters referred to in Sections 404, 405 and 507 hereof, and the continuance thereof for a period of thirty (30) days after written notice given by the Trustee or by the holders of not less than twenty-five per cent (25%) of aggregate principal amounts of Bonds then outstanding as provided in Section 1013 hereof;

(d) Default by the Company in the prompt payment of any rental required to be paid by the Company under Section 5.03(a) of the Lease.

SECTION 1002. Acceleration. Upon the occurrence of an event of default the Trustee may, and upon the written request of the holders of not less than twenty-five per cent (25%) in aggregate principal amount of Bonds then outstanding shall by notice in writing delivered to the Issuer, declare the principal of all Bonds then outstanding and the interest accrued thereon immediately due and payable, and such principal and interest shall thereupon become and be immediately due and payable.

SECTION 1003. Surrender of Possession of the Project; Rights and Duties of Trustee in Possession. Upon the occurrence of an event of default the Issuer, upon demand of the Trustee, shall forthwith surrender the possession of, and it shall be lawful for the Trustee, subject to the rights of the Company under the Lease, by such officer or agent as it may appoint, to take possession of, all or any part of the Project together with the books, papers and accounts of the Issuer pertaining thereto, and including the rights and the position of the Issuer under the Lease, and to hold, operate and manage the same, and from time to time make all needful repairs and improvements as by the Trustee shall be deemed wise; and the Trustee may lease the Project or any part thereof in the name and for account of the Issuer and collect, receive and sequester the rents, revenues, issues, earnings, income, products and profits therefrom, but not including any taxes or other charges payable pursuant to Section 6.02 of the Lease, and out of the same and any moneys received from any receiver of any part thereof pay, and/or set up proper reserves for the payment of all proper costs and expenses of so taking, holding and managing the same, including reasonable compensation to the Trustee, its agents and counsel, and any charges of the Trustee hereunder, and any taxes and assessments and other charges prior to the lien of this Indenture which the Trustee may deem it wise to pay, and all expenses of such repairs and improvements, and apply the remainder of the moneys so received in accordance with the provisions of Section 1008 hereof. Whenever all that is due upon the Bonds shall have been paid and all defaults made good, the Trustee shall surrender possession to the Issuer, its successors or assigns; the same right of entry, however, to exist upon any subsequent event of default.

While in possession of such property the Trustee shall render annually to the Issuer and the Company at their addresses shown by the registration books, a summarized statement of income and expenditures in connection therewith.

Upon the occurrence of an event of default the lien on the Project created and vested by this Indenture may be foreclosed and the Trustee, or the holder or holders of any of the Bonds then outstanding, whether or not then in default of payment of principal or interest, may become the purchaser at any foreclosure sale if the highest bidder.

SECTION 1004. Other Remedies: Rights of Bondholders. Upon the occurrence of an event of default the Trustee may, as an alternative, proceed, either after entry or without entry, to pursue any available remedy to enforce the payment of the principal of, premium (if any) and interest on the Bonds then outstanding, including, without limitation, foreclosure and mandamus.

If any event of default shall have occurred, and if requested so to do by the holders of not less than twenty-five per cent (25%) in aggregate principal amount of Bonds then outstanding and indemnified as provided in Section 1101 hereof, the Trustee shall be obligated to exercise such one or more of the rights and powers conferred by this Section and by Sections 410, 1003 and 1006 hereof as the Trustee, being advised by counsel, shall deem most expedient in the interest of the bondholders.

No remedy by the terms of this Indenture conferred upon or reserved to the Trustee (or to the Bondholders) is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedy given to the Trustee or to the bondholders hereunder or now or hereafter existing by law.

No delay or omission to exercise any right or power accruing upon any default or event of default shall impair any such right or power or shall be construed to be a waiver of any such default or event of default or acquiescence therein; and every such right and power may be exercised from time to time and as often as may be deemed expedient.

No waiver of any default or event of default hereunder, whether by the Trustee, or by the bondholders, shall extend to or shall affect any subsequent default or shall impair any rights or remedies consequent thereon.

SECTION 1005. Right of Bondholders to Direct Proceedings. Anything in this Indenture to the contrary notwithstanding, the holders of a majority in aggregate principal amount of Bonds then outstanding shall have the right, at any time, by an instrument or instruments in writing executed and delivered to the Trustee, to direct the method and place of conducting all proceedings to be taken in connection with the enforcement of the terms and conditions of this Indenture, or for the appointment of a receiver or any other proceedings hereunder; provided, that such direction shall not be otherwise than in accordance with the provisions of law and of this Indenture.

SECTION 1006. Appointment of Receivers. Upon the occurrence of an event of default and upon the filing of a suit or other commencement of judicial proceedings to enforce the rights of the Trustee and of the bondholders under this Indenture, the Trustee shall be entitled, as a matter of right, to the appointment of a receiver or receivers of all

property leased under the Lease and of the rents, revenues, issues, earnings, income, products and profits thereof, pending such proceedings, with such powers as the court making such appointment shall confer.

SECTION 1007. Waiver by Issuer of Benefit of Laws. Upon the occurrence of an event of default, to the extent that such rights may then lawfully be waived, neither the Issuer, nor anyone claiming through or under it, shall set up, claim or seek to take advantage of any appraisement, valuation, stay, extension or redemption laws now or hereafter in force, in order to prevent or hinder the enforcement of this Indenture, but the Issuer, for itself and all who may claim through or under it, hereby waives, to the extent that it lawfully may do so, the benefit of all such laws and all right of appraisement and redemption to which it may be entitled under the laws of the State of Mississippi.

SECTION 1008. Application of Moneys. All moneys received by the Trustee pursuant to any right given or action taken under the provisions of this Article shall, after payment of the cost and expenses of the proceedings resulting in the collection of such moneys and of the expenses, liabilities and advances incurred or made by the Trustee, be deposited in the Bond Fund and all moneys in the Bond Fund shall be applied as follows:

(a) Unless the principal of all the Bonds shall have become or shall have been declared due and payable, all such moneys shall be applied:

First--To the payment to the persons entitled thereto of all installments of interest then due on the Bonds, in the order of the maturity of the installments of such interest and, if the amount available shall not be sufficient to pay in full any particular installment, then to the payment ratably, according to the amounts due on such installment, to the persons entitled thereto, without any discrimination or privilege; and

Second--To the payment to the persons entitled thereto of the unpaid principal of any of the Bonds which shall have become due (other than Bonds called for redemption for the payment of which moneys are held pursuant to the provisions

of this Indenture), in the order of their due dates, with interest on such Bonds from the respective dates upon which they become due and, if the amount available shall not be sufficient to pay in full Bonds due on any particular date, together with such interest, then to the payment ratably, according to the amount of principal due on such date, to the persons entitled thereto without any discrimination or privilege.

(b) If the principal of all the Bonds shall have become due or shall have been declared due and payable, all such moneys shall be applied to the payment of the principal and interest then due and unpaid upon the Bonds, without preference or priority of principal over interest or of interest over principal, or of any installment of interest over any other installment of interest, or of any Bond over any other Bond, ratably, according to the amounts due respectively for principal and interest, to the persons entitled thereto without any discrimination or privilege.

(c) If the principal of all the Bonds shall have been declared due and payable, and if such declaration shall thereafter have been rescinded and annulled under the provisions of this Article then, subject to the provisions of paragraph (b) of this Section in the event that the principal of all the Bonds shall later become due or be declared due and payable, the moneys shall be applied in accordance with the provisions of paragraph (a) of this Section.

Whenever moneys are to be applied pursuant to the provisions of this Section, such moneys shall be applied at such times, and from time to time, as the Trustee shall determine, having due regard to the amount of such moneys available for application and the likelihood of additional moneys becoming available for such application in the future. Whenever the Trustee shall apply such funds, it shall fix the date (which shall be an interest payment date unless it shall deem another date more suitable) upon which such application is to be made and upon such date interest on the amounts of principal to be paid on such dates shall cease to accrue. The Trustee shall give such notice as it may deem appropriate of the deposit with it of any such moneys and of the fixing of any such date, and shall not be required to make payment to the holder of any unpaid coupon or any Bond

until such coupon or such Bond and all unmatured coupons, if any, appertaining to such Bond shall be presented to the Trustee for appropriate endorsement or for cancellation if fully paid.

Whenever all Bonds and interest thereon have been paid under the provisions of this Section and all expenses and charges of the Trustee have been paid, any balance remaining in the Bond Fund shall be paid to the Company as provided in Section 510 hereof.

SECTION 1009. Remedies Vested in Trustee. All rights of action (including the right to file proof of claims) under this Indenture or under any of the Bonds or coupons may be enforced by the Trustee without the possession of any of the Bonds or coupons or the production thereof and any such suit or proceeding instituted by the Trustee shall be brought in its name as Trustee without the necessity of joining as plaintiffs or defendants any holders of the Bonds, and any recovery of judgment shall be for the equal benefit of the holders of the outstanding Bonds and coupons.

SECTION 1010. Rights and Remedies of Bondholders. No holder of any Bond or coupon shall have any right to institute any suit, action or proceeding in equity or at law for the enforcement of this Indenture, for the execution of any trust thereof or for the appointment of a receiver or to enforce any other remedy hereunder, unless also a default has occurred of which the Trustee has been notified as provided in subsection (g) of Section 1101 hereof, or of which by said subsection it is deemed to have notice nor unless also such default shall have become an event of default and the holders of twenty-five per cent (25%) in aggregate principal amount of Bonds then outstanding shall have made written request to the Trustee and shall have offered reasonable opportunity either to proceed to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in the Trustee's own name, nor unless also such bondholders have offered to the Trustee indemnity as provided in Section 1101 hereof, nor unless the Trustee shall thereafter fail or refuse to exercise the powers hereinbefore granted, or to institute such action, suit or proceeding in its, his or their own name or names. Such notification, request and offer of indemnity are hereby declared in every case at the option of the Trustee to be conditions precedent to the execution of the powers and trusts of this Indenture, and to any action or cause of

action for the enforcement of this Indenture, or for the appointment of a receiver or for any other remedy hereunder; it being understood and intended that no one or more holders of the Bonds or coupons shall have any right in any manner whatsoever to affect, disturb or prejudice the lien of this Indenture by its, his or their action or to enforce any right hereunder except in the manner herein provided, and that all proceedings at law or in equity shall be instituted, had and maintained in the manner herein provided and for the equal and ratable benefit of the holders of all Bonds then outstanding. Nothing in this Indenture contained shall, however, affect or impair the right of any bondholder to enforce the payment of the principal of and interest on any Bond at and after the maturity thereof, or the obligation of the Issuer to pay the principal of and interest on each of the Bonds issued hereunder to the respective holders thereof at the time, place, from the source and in the manner in the Bonds and the appurtenant coupons and this Indenture expressed.

SECTION 1011. Termination of Proceedings. In case the Trustee shall have proceeded to enforce any right under this Indenture by the appointment of a receiver, by entry or otherwise, and such proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely, then and in every such case the Issuer and the Trustee shall be restored to their former positions and rights hereunder with respect to the property herein conveyed, and all rights, remedies and powers of the Trustee shall continue as if no such proceedings had been taken.

SECTION 1012. Waivers of Events of Default. The Trustee may in its discretion waive any event of default hereunder and its consequences and rescind any declaration of maturity of principal, and shall do so upon the written request of the holders of not less than (1) one-half in aggregate principal amount of all the Bonds then outstanding in respect of which default in the payment of principal and/or interest exists, or (2) one-half in aggregate principal amount of all Bonds then outstanding in the case of any other default; provided, however, that there shall not be waived (a) any event of default pertaining to the payment of the principal of any outstanding Bonds at the date of maturity specified therein or the date fixed for redemption thereof or (b) any event of default pertaining to the payment when due of the interest on any such Bonds, unless prior to such waiver or rescission, all arrears of interest, with interest (to the extent permitted by law) at the rate borne by the

Bonds in respect of which such event of default shall have occurred on overdue installments of interest or all arrears of payments of principal when due, as the case may be, and all expenses of the Trustee in connection with such event of default shall have been paid or provided for, and in case of any such waiver or rescission, or in case any proceeding taken by the Trustee on account of any such event of default shall have been discontinued or abandoned or determined adversely, then and in every such case the Issuer, Trustee and the bondholders shall be restored to their former positions and rights hereunder respectively, but no such waiver or rescission shall extend to any subsequent or other event of default, or impair any right consequent thereon.

SECTION 1013. Notice of Default Under Section 1001(c); Opportunity of the Company to Cure Defaults. No default specified in Section 1001(c) shall constitute an event of default until notice of such default by registered or certified mail shall be given by the Trustee, or by the holders of not less than twenty-five per cent (25%) of aggregate principal amounts of Bonds then outstanding, to the Issuer and the Company, and the Company shall have had thirty (30) days after receipt of such notice to correct said default or cause said default to be corrected, and shall not have corrected said default or caused said default to be corrected within such period; provided, however, if said default be such that it cannot be corrected within such period, it shall not constitute an event of default if corrective action is instituted by the Issuer or the Company within such period and diligently pursued until the default is corrected.

With regard to any alleged default concerning which notice is given to the Company and the Issuer under the provisions of this Section, the Issuer hereby grants to the Company full authority for the account of the Issuer to perform any covenant or obligation alleged in said notice to constitute a default, in the name and stead of the Issuer with full power to do any and all things and acts to the same extent that the Issuer could do and perform any such things and acts and with power of substitution.

In the event that the Trustee fails to receive when due the rent payable by the Company under Section 5.03(a) of the Lease the Trustee shall immediately give written notice by telegram or if telegraphic service is not available then by registered or certified mail to the Company specifying such failure.

ARTICLE XI.

THE TRUSTEE

SECTION 1101. Acceptance of the Trusts. The Trustee hereby accepts the trusts imposed upon it by this Indenture, and agrees to perform said trusts as an ordinarily prudent trustee under a corporate mortgage, but only upon and subject to the following express terms and conditions:

(a) The Trustee may execute any of the trusts or powers hereof and perform any of its duties or through attorneys, agents, receivers or employees but shall be answerable for the conduct of the same in accordance with the standard specified above, and shall be entitled to advice of counsel concerning all matters of trusts hereof and the duties hereunder, and may in all cases pay such reasonable compensation to all such attorneys, agents, receivers and employees as may reasonably be employed in connection with the trusts hereof. The Trustee may act upon the opinion or advice of any attorney (who may be the attorney or attorneys for the Issuer or the Company), approved by the Trustee in the exercise of reasonable care. The Trustee shall not be responsible for any loss or damage resulting from any action or non-action in good faith in reliance upon such opinion or advice.

(b) The Trustee shall not be responsible for any recital herein, or in the Bonds (except in respect to the certificate of the Trustee endorsed on the Bonds), or for the recording or re-recording, filing or re-filing of this Indenture or for insuring the property herein conveyed or collecting any insurance moneys, or for the validity of the execution by the Issuer of this Indenture or of any supplements thereto or instruments of further assurance, or for the sufficiency of the security for the Bonds issued hereunder or intended to be secured hereby, or for the value or title of the property herein conveyed or otherwise as to the maintenance of the security hereof; except that in the event the Trustee enters into possession of a part or all of the property herein conveyed pursuant to any provision of this Indenture it shall use due diligence in preserving such property, and the Trustee shall not be bound to ascertain or inquire as to the performance or observance of any covenants, conditions or agreements on the part of the Issuer or on the part of the Company under the Lease, except as hereinafter set forth, but the Trustee may require of the Issuer or the Company full information and advice as to the performance

of the covenants, conditions and agreements aforesaid as to the condition of the property herein conveyed. Except as otherwise provided in Section 1003 hereof, the Trustee shall have no obligation to perform any of the duties of the Issuer as lessor under the Lease. Except during the continuance of an event of default, the Trustee shall be obligated to perform such duties and only such duties as are specifically set forth in the Indenture, and no implied covenants or obligations shall be read into the Indenture against the Trustee.

(c) The Trustee shall not be accountable for the use or any Bonds authenticated or delivered hereunder after such Bonds shall have been delivered in accordance with instructions of the Issuer. The Trustee may become the owner of Bonds and coupons secured hereby with the same rights which it would have if not Trustee.

(d) The Trustee shall be protected in acting upon any notice, request, consent, certificate, order, affidavit, letter, telegram or other paper or document believed to be genuine and correct and to have been signed or sent by the proper person or persons. Any action taken by the Trustee, pursuant to this Indenture upon the request, authority or consent of any person who at the time of making such request or giving such authority or consent is the owner of any Bond, shall be conclusive and binding upon all future owners of the same Bond and upon Bonds issued in exchange therefor or in place thereof.

(e) As to the existence or non-existence of any fact or as to the sufficiency or validity of any instrument, paper or proceeding, the Trustee shall be entitled to rely upon a certificate of the Issuer signed by the Clerk or any other duly authorized person (such authority to be conclusively evidenced by an appropriate Resolution of the Governing Body) or any certificate signed by an authorized officer of the Company as sufficient evidence of the facts therein contained and prior to the occurrence of a default of which the Trustee has been notified as provided in subsection (g) of this Section, or of which by said subsection it is deemed to have notice, shall also be at liberty to accept a similar certificate to the effect that any particular dealing, transaction or action is necessary or expedient, but may at its discretion secure such further evidence deemed necessary or advisable, but shall in no case be bound to secure the same. The Trustee may accept a certificate of the Clerk of the Issuer under its seal to the effect that a resolution or ordinance in the form therein set forth has been adopted by the Issuer as conclusive evidence that such resolution or ordinance has been duly adopted, and is in full force and effect.

(f) The permissive right of the Trustee to do things enumerated in this Indenture shall not be construed as a duty and the Trustee shall not be answerable for other than its negligence or wilful default.

(g) The Trustee shall not be required to take notice or be deemed to have notice of any default hereunder except failure by the Issuer to cause to be made any of the payments to the Trustee required to be made by Article V hereof unless the Trustee shall be specifically notified in writing of such default by the Issuer or by the holders of at least twenty-five per cent (25%) in aggregate principal amount of Bonds then outstanding and all notices or other instruments required by this Indenture to be delivered to the Trustee must, in order to be effective, be delivered at the principal office of the Trustee, and in the absence of such notice so delivered the Trustee may conclusively assume there is no default except as aforesaid.

(h) The Trustee shall not be personally liable for any debts contracted or for damages to persons or property, or for salaries or non-fulfillment of contracts during any period in which it may be in the possession of or managing the real and tangible personal property as in this Indenture provided.

(i) At any and all reasonable times the Trustee, and its duly authorized agents, attorneys, experts, engineers, accountants and representatives shall have the right fully to inspect any and all of the property herein conveyed, including all books, papers and records of the Issuer pertaining to the Project and the Bonds, and to take such memoranda from and in regard thereto as may be desired.

(j) The Trustee shall not be required to give any bond or surety in respect of the execution of the said trusts and powers or otherwise in respect of the premises.

(k) Notwithstanding anything elsewhere in this Indenture contained, the Trustee shall have the right, but shall not be required, to demand, in respect of the authentication of any Bonds, the withdrawal of any cash, the release of any property, or any action whatsoever within the purview of this Indenture, any showings, certificates, opinions, appraisals or other information, or corporate action or evidence thereof, in addition to that by the terms hereof required as a condition of such action by the Trustee deemed desirable for the purpose of establishing the right of the Issuer to the authentication of any Bonds, the withdrawal of any cash, or the taking of any other action by the Trustee.

(l) Before taking such action hereunder the Trustee may require that a satisfactory indemnity bond be furnished for the reimbursement of all expenses to which it may be put and to protect it against all liability, except liability which is adjudicated to have resulted from the negligence or wilful default of the Trustee by reason of any action so taken.

(m) All moneys received by the Trustee or any paying agent shall, until used or applied or invested as herein provided, be held in trust for purposes for which they were received but need not be segregated from other funds except to the extent required by law. Neither the Trustee nor any paying agent shall be under any liability for interest on any moneys received hereunder except such as may be agreed upon.

SECTION 1102. Fees, Charges and Expenses of Trustee.
 The Trustee shall be entitled to payment and/or reimbursement for reasonable fees for its Ordinary Services rendered hereunder and all advances, counsel fees and other Ordinary Expenses reasonably and necessarily made or incurred by the Trustee in connection with such Ordinary Services and, in the event that it should become necessary that the Trustee perform Extraordinary Services, it shall be entitled to reasonable extra compensation therefor, and to reimbursement for reasonable and necessary Extraordinary Expenses in connection therewith; provided that if such Extraordinary Services or Extraordinary Expenses are occasioned by the negligence or wilful default of the Trustee, it shall not be entitled to compensation or reimbursement therefor. The Trustee shall be entitled to payment and reimbursement for the reasonable fees and charges of the Trustee as paying agent for the Bonds and coupons as hereinabove provided. Upon an event of default, but only upon an event of default, the Trustee shall have a first lien with right of payment prior to payment on account of interest or principal of any Bond upon the property leased in the Lease for the foregoing advances, fees, costs and expenses incurred. The Trustee shall also be indemnified for, and be held harmless against, any loss, liability or expense incurred without negligence or bad faith on the part of the Trustee arising out of or in connection with the acceptance or administration of this Indenture, including the costs and expenses of defending itself against any claim or liability in the premises. The Trustee recognizes that all fees, charges and other compensations to which it may be entitled under the provisions of this Indenture are required to be paid by the Company under the terms of the Lease or from funds derived from the Project and accordingly the Trustee agrees that except for moneys that the Issuer may derive from the foregoing (except for

taxes and other charges similar to those provided in Section 6.02 of the Lease) the Issuer shall not be liable for any such fees, charges and other compensation to which the Trustee may be entitled.

SECTION 1103. Notice to Bondholders if Default Occurs. If a default occurs of which the Trustee is by subsection (g) of Section 1101 hereof required to take notice or if notice of default be given as in said subsection (g) provided, then the Trustee shall give written notice thereof by mail within ninety (90) days after the occurrence thereof, (unless such default shall have been cured or waived) to the last known owners of all Bonds then outstanding shown by the list of bondholders required by the terms of Section 409 hereof to be kept at the office of the Trustee.

SECTION 1104. Intervention by Trustee. In any judicial proceeding to which the Issuer is a party and which in the opinion of the Trustee and its counsel has a substantial bearing on the interests of owners of the Bonds, the Trustee may intervene on behalf of bondholders and shall do so if requested in writing by the owners of at least twenty-five per cent (25%) of the aggregate principal amount of Bonds then outstanding. The rights and obligations of the Trustee under this Section are subject to the approval of a court of competent jurisdiction.

SECTION 1105. Successor Trustee. Any corporation or association into which the Trustee may be converted or merged, or with which it may be consolidated, or to which it may sell or transfer its trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation or transfer to which it is a party, ipso facto, shall be and become successor Trustee hereunder and vested with all of the title to the whole property or trust estate and all the trusts, powers, discretions, immunities, privileges and all other matters as was its predecessor, without the execution or filing of any instrument or any further act, deed or conveyance on the part of any of the parties hereto, anything herein to the contrary notwithstanding.

SECTION 1106. Resignation by Trustee. The Trustee and any successor Trustee may at any time resign from the trusts hereby created by giving thirty days' written notice to the Issuer and the Company and by registered or certified mail to each registered owner of Bonds then outstanding and to each holder of Bonds as shown by the list of bondholders required by Section 409 hereof to be kept at the office of the Trustee, and such resignation shall take effect at the

end of such thirty days, or upon the earlier appointment of a successor Trustee by the bondholders or by the Issuer. Such notice to the Issuer may be served personally or sent by registered mail.

SECTION 1107. Removal of Trustee. The Trustee may be removed at any time, by an instrument or concurrent instruments in writing delivered to the Trustee, the Issuer and the Company and signed by the owners of a majority in aggregate principal amount of Bonds then outstanding.

SECTION 1108. Appointment of Successor Trustee by the Bondholders; Temporary Trustee. In case the Trustee hereunder shall resign, be removed, be dissolved, be in course of dissolution or liquidation, or shall otherwise become incapable of acting hereunder or in case it shall be taken under the control of any public officer, officers or a receiver appointed by a court, a successor may be appointed by the owners of a majority in aggregate principal amount of Bonds then outstanding, by an instrument or concurrent instruments in writing signed by such owners, or by their attorneys in fact, duly authorized; provided, nevertheless, that in case of such vacancy the Issuer by an instrument executed and signed by the official holding the same office as the official who signed this Indenture and attested by the Clerk under its seal, shall forthwith appoint a temporary Trustee to fill such vacancy until a successor Trustee shall be appointed by the Bondholders in the manner above provided; and any such temporary Trustee so appointed by the Issuer shall immediately and without further act be superseded by the Trustee so appointed by such bondholders. Every such Trustee appointed pursuant to the provisions of this Section shall be a trust company or bank in good standing, within or outside the State of Mississippi, having a reported capital and surplus of not less than \$5,000,000, if there be such an institution willing, qualified and able to accept the trust upon reasonable or customary terms.

SECTION 1109. Concerning any Successor Trustee. Every successor Trustee appointed hereunder shall execute, acknowledge and deliver to its predecessor and also to the Issuer an instrument in writing accepting such appointment hereunder, and thereupon such successor, without any further act, deed or conveyance, shall become fully vested with all the estates, properties, rights, powers, trusts, duties and obligations of its predecessor; but such predecessor shall, nevertheless, on the written request of the Issuer, or of its successor, execute and deliver an instrument transferring to such successor Trustee all the estates, properties, rights, powers and trusts of such predecessor hereunder; and every predecessor Trustee shall deliver all securities and

moneys held by it as Trustee hereunder to its successor. Should any instrument in writing from the Issuer be required by any successor Trustee for more fully and certainly vesting in such successor the estate, rights, powers and duties hereby vested or intended to be vested in the predecessor any and all such instruments in writing shall, on request, be executed, acknowledged and delivered by the Issuer. The resignation of any Trustee and the instrument or instruments removing any Trustee and appointing a successor hereunder, together with all other instruments provided for in this Article, shall be filed and/or recorded by the successor Trustee in each recording office where this Indenture shall have been filed and/or recorded.

SECTION 1110. Right of Trustee to Pay Taxes and Other Charges. In case any tax, assessment or governmental or other charge upon any part of the property herein conveyed is not paid as required herein, the Trustee may pay such tax, assessment or governmental charge, without prejudice, however, to any rights of the Trustee or the bondholders hereunder arising in consequence of such failure; and any amount at any time so paid under this Section, with interest thereon from the date of payment at the rate of eight per cent (8%) per annum, shall become so much additional indebtedness secured by this Indenture, and the same shall be given a preference in payment over any of the Bonds and shall be paid out of the proceeds of revenues collected from the property herein conveyed, if not otherwise caused to be paid; but the Trustee shall not be under obligation to make any such payment unless it shall have been requested to do so by the holders of at least twenty-five per cent (25%) of the aggregate principal amount of Bonds then outstanding and shall have been provided with adequate funds for the purpose of such payment.

SECTION 1111. Trustee Protected in Relying Upon Ordinances, Resolutions etc. The ordinances, resolutions, opinions, certificates and other instruments provided for in this Indenture may be accepted by the Trustee as conclusive evidence of the facts and conclusions stated therein and shall be full warrant, protection and authority to the Trustee for the release of property, the withdrawal of cash hereunder, and the taking or omitting to take of any other action under this Indenture.

SECTION 1112. Successor Trustee as Custodian of the Funds, Bond Registrar and Paying Agent. Any Trustee which has resigned or been removed shall cease to be custodian of

the funds, Bond Registrar and paying agent for principal and interest of the Bonds and the successor Trustee shall become such custodian, Bond Registrar and paying agent.

SECTION 1113. Trust Estate May be Vested in Co-Trustee.

It is the purpose of this Indenture that there shall be no violation of any law of any jurisdiction (including particularly the law of the State of Mississippi) denying or restricting the right of banking corporations or associations to transact business as Trustee in such jurisdiction. It is recognized that in case of litigation under this Indenture or the Lease, and in particular in case of the enforcement of either on default, it may be necessary that the Trustee appoint an additional individual or institution as a separate Trustee or Co-Trustee. The following provisions of this Section are adapted to these ends.

In the event of the incapacity or lack of authority of the Trustee, by reason of any present or future law of any jurisdiction, to exercise any of the powers, rights or remedies herein granted to the Trustee or to hold title to the property in trust as herein granted or to take any other action which may be necessary or desirable in connection therewith, each and every remedy, power, right, claim, demand, cause of action, immunity, estate, title, interest and lien expressed or intended by this Indenture to be exercised by or vested in or conveyed to the Trustee with respect thereto shall be exercisable by and vest in such separate Trustee or Co-Trustee but only to the extent necessary to enable the separate Trustee or Co-Trustee to exercise such powers, rights and remedies, and every covenant and obligation necessary to the exercise thereof by such separate Trustee or Co-Trustee shall run to and be enforceable by either of them.

Should any deed, conveyance or instrument in writing from the Issuer be required by the separate Trustee or Co-Trustee so appointed by the Trustee for more fully and certainly vesting in and confirming to him or it such properties, rights, powers, trusts, duties and obligations, any and all such deeds, conveyances and instruments in writing shall, on request, be executed, acknowledged and delivered by the Issuer. In case any separate Trustee or Co-Trustee, or a successor to either, shall die, become incapable of acting, resign or be removed, all the estate, properties, rights, powers, trusts, duties and obligations of such separate Trustee or Co-Trustee, so far as permitted by law, shall vest in and be exercised by the Trustee until the appointment of a new Trustee or successor to such separate Trustee or Co-Trustee.

SECTION 1114. Trustee and Issuer Required to Accept Directions and Actions of Company. Whenever after a reasonable neglect to give any direction to the Trustee or to require the Trustee to take any other action which the Issuer is required to have the Trustee take pursuant to the provisions of the Lease or the Indenture, the Company instead of the Issuer may give any such direction to the Trustee or require the Trustee to take any such action, and the Trustee is hereby irrevocably empowered and directed to accept such direction from the Company as sufficient for all purposes of the Indenture. The Company shall have the direct right to cause the Trustee to comply with any of the Trustee's obligations under the Indenture to the same extent that the Issuer is empowered so to do.

The Issuer and Trustee acknowledge that certain actions or failures to act by the Issuer under this Indenture may create or result in an event of default under this Indenture and the Issuer hereby agrees that the Company may perform any and all acts or take such action as may be necessary for and on behalf of the Issuer to prevent or correct said event of default and the Trustee agrees that it shall take or accept such performance by the Company as performed by the Issuer in such event.

ARTICLE XII.

SUPPLEMENTAL INDENTURES

SECTION 1201. Supplemental Indentures Not Requiring Consent of Bondholders. The Issuer and the Trustee may without the consent of, or notice to, any of the bondholders, enter into an indenture or indentures supplemental to this Indenture as shall not be inconsistent with the terms and provisions hereof for any one or more of the following purposes:

- (a) To cure any ambiguity or formal defect or omission in this Indenture;
- (b) To grant to or confer upon the Trustee for the benefit of the bondholders any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the bondholders or the Trustee or either of them; and
- (c) To subject to the lien and pledge of this Indenture additional revenues, properties or collateral.
- (d) To release property from the lien of this Indenture or to grant or release easements to the extent permitted by this Indenture;
- (e) To evidence the appointment of a separate trustee or a co-trustee or the succession of a new trustee hereunder;
- (f) To provide for the issuance of Additional Bonds as provided in Section 210 hereof.

The Issuer and the Trustee shall, without the consent of or notice to, any of the Bondholders, enter into an indenture or indentures supplemental to this Indenture (i) to the extent necessary with respect to the Leased Equipment so as to more precisely identify the same or to substitute or add additional machinery and equipment acquired with the proceeds of the Bonds in accordance with the provisions of the Lease and (ii) with respect to additional real estate which pursuant to the Lease is to become part of the Site, so as to subject the same to the lien hereof.

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SECTION 1202. Supplemental Indentures Requiring Consent of Bondholders. Exclusive of supplemental indentures covered by Section 1201 hereof and subject to the terms and provisions contained in this Section, and not otherwise, the holders of not less than two-thirds in aggregate principal amount of the Bonds then outstanding shall have the right, from time to time, anything contained in this Indenture to the contrary notwithstanding, to consent to and approve the execution by the Issuer and the Trustee of such other indenture or indentures supplemental hereto as shall be deemed necessary and desirable by the Issuer for the purpose of modifying, altering, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in this Indenture or in any supplemental indenture; provided, however, that nothing in this Section contained shall permit, or be construed as permitting (a) an extension of the maturity date of the principal of or the interest on any Bond issued hereunder, (b) a reduction in the principal amount of any Bond, the rate of interest thereon or the redemption premium, (c) a privilege or priority of any Bond or Bonds over any other Bond or Bonds or (d) a reduction in the aggregate principal amount of the Bonds required for consent to such supplemental indenture.

If at any time the Issuer shall request the Trustee to enter into any such supplemental indenture for any of the purposes of this Section, the Trustee shall, upon being satisfactorily indemnified with respect to expenses, cause notice of the proposed execution of such supplemental indenture to be published as shall be requested by the Issuer and in any event one time in a newspaper or financial journal of general circulation in the City of New York, New York. Such notice shall briefly set forth the nature of the proposed supplemental indenture and shall state that copies thereof are on file at the principal office of the Trustee for inspection by all bondholders. If, within sixty days or such longer period as shall be prescribed by the Issuer following the final publication of such notice, the holders of not less than two-thirds (2/3) in aggregate principal amount of the Bonds outstanding at the time of the execution of any such supplemental indenture shall have consented to and approved the execution thereof as herein provided, no holder of any Bond shall have any right to object to any of the terms and provisions contained therein, or the operation thereof, or in any manner to question the propriety of the execution thereof, or to enjoin or restrain the Trustee or the Issuer from executing the same or from taking any action pursuant to the provisions thereof. Upon the execution of any such supplemental indenture as in this Section permitted and provided, this Indenture shall be modified and amended in accordance therewith.

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Anything herein to the contrary notwithstanding, a supplemental indenture under this Article XII which affects any rights of the Company shall not become effective unless and until the Company shall have consented to the execution and delivery of such supplemental indenture. In this regard, the Trustee shall cause the notice of the proposed execution and delivery of any such supplemental indenture to be mailed by certified or registered mail to the Company at least thirty (30) days prior to the proposed date of execution and delivery of any such supplemental indenture. The Company shall be deemed to have consented to the execution and delivery of any such supplemental indenture if the Trustee does not receive a letter of protest or objection thereto signed by or on behalf of the Company on or before 3:30 o'clock P.M., local time in the city in which the principal office of the Trustee is located, of the thirteenth day after the mailing of said notice and a copy of the proposed supplemental indenture.

ARTICLE XIII.

AMENDMENT OF LEASE

SECTION 1301. Amendment, etc. to Lease Not Requiring Consent of Bondholders. The Issuer and the Trustee shall without the consent of or notice to the bondholders consent to any amendment, change or modification of the Lease as may be required (i) by the provisions of the Lease or this Indenture, (ii) for the purpose of curing any ambiguity or formal defect or omission, (iii) in connection with Leased Equipment so as to more precisely identify the same or substitute or add additional machinery and equipment, (iv) in connection with additional real estate which pursuant to the Lease is to become part of the Project, or (v) in connection with any other change therein which, in the judgment of the Trustee, is not to the prejudice of the Trustee or the holders of the Bonds.

Copies of any such amendment, change or modification to the Lease shall be filed with the Mississippi Agricultural and Industrial Board, Jackson, Mississippi or such successor state agency as shall have jurisdiction over the issuance of municipal industrial development bonds in the State of Mississippi, if such a state agency exists provided, however, that any amendments, changes or modifications under clauses (ii) or (v) of the first paragraph of this Section shall be approved by the Mississippi Agricultural and Industrial Board or such successor state agency as shall have jurisdiction over the issuance of municipal industrial development bonds in the State of Mississippi, if such a state agency exists.

SECTION 1302. Amendments, etc., to Lease Requiring Consent of Bondholders. Except for the amendments, changes or modifications as provided in Section 1301 hereof, neither the Issuer nor the Trustee shall consent to any other amendment, change or modification of the Lease without publication of notice and the written approval or consent of the holders of not less than two-thirds (2/3) in aggregate principal amount of the Bonds at the time outstanding given and procured as in Section 1202 provided. If at any time the Issuer and the Company shall request the consent of the Trustee to any such proposed amendment, change or modification of the Lease, the Trustee shall, upon being satisfactorily indemnified with respect to expenses, cause notice of such proposed amendment, change or modification to be published

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in the same manner as provided by Section 1202 hereof with respect to supplemental indentures. Such notice shall briefly set forth the nature of such proposed amendment, change or modification and shall state that copies of the instrument embodying the same are on file at the principal office of the Trustee for inspection by bondholders. Any amendments, changes or modifications under this Section shall be approved by the Mississippi Agricultural and Industrial Board or such successor state agency as shall have jurisdiction over the issuance of municipal industrial development bonds in the State of Mississippi, if such a state agency exists.

ARTICLE XIV.

MISCELLANEOUS

SECTION 1401. Consents, etc., of Bondholders. Any consent, request, direction, approval, objection or other instrument required by this Indenture to be signed and executed by the bondholders may be in any number of concurrent writings of similar tenor and may be signed or executed by such bondholders in person or by agent appointed in writing. Proof of the execution of any such consent, request, direction, approval, objection or other instrument or of the writing appointing any such agent and of the ownership of Bonds, if made in the following manner, shall be sufficient for any of the purposes of this Indenture, and shall be conclusive in favor of the Trustee with regard to any action taken under such request or other instrument, namely:

(a) The fact and date of the execution by any person of any such writing may be proved by the certificate of any officer in any jurisdiction who by law has power to take acknowledgments within such jurisdiction that the person signing such writing acknowledged before him the execution thereof, or by an affidavit of any witness to such execution.

(b) The fact of the holding by any person of Bonds or coupons transferable by delivery and the amounts and numbers of such Bonds, and the date of the holding of the same, may be proved by a certificate executed by any trust company, bank or bankers, wherever situated, stating that at the date thereof the party named therein did exhibit to an officer of such trust company or bank or to such banker, as the property of such party, the Bonds or coupons therein mentioned if such certificate shall be deemed by the Trustee to be satisfactory. The Trustee may, in its discretion, require evidence that such Bonds have been deposited with a bank, bankers or trust company, before taking any action based on such ownership. In lieu of the foregoing the Trustee may accept other proofs of the foregoing as it shall deem appropriate.

For all purposes of this Indenture and of the proceedings for the enforcement hereof, such person shall be deemed to continue to be the holder of such Bond until the Trustee shall have received notice in writing to the contrary.

SECTION 1402. Limitation of Rights. With the execution of rights herein expressly conferred, nothing expressed or mentioned in or to be implied from this Indenture, or the Bonds is intended or shall be construed to give to any person or company other than the parties hereto, the Company and the holders of the Bonds and coupons, any legal or equitable right, remedy or claim under or in respect to this Indenture or any covenants, conditions and provisions herein contained; this Indenture and all of the covenants, conditions and provisions hereof being intended to be and being for the sole and exclusive benefit of the parties hereto, the Company and the holders of the Bonds and coupons as herein provided.

SECTION 1403. Severability. If any provision of this Indenture shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any Constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever.

The invalidity of any one or more phrases, sentences, clauses or Sections in this Indenture contained, shall not affect the remaining portions of this Indenture, or any part thereof.

SECTION 1404. Notices. All notices, demands and requests which may or are required to be given by either party to the other or to the Company shall be in writing, and each shall be deemed to have been properly given when served personally on an officer of the party to whom such notice is to be given, or when sent postage prepaid by first class mail, registered or certified, return receipt requested, by deposit thereof in a duly constituted United States Post Office or branch thereof located in one of the present states of the United States of America in a sealed envelope addressed as follows:

If intended for the Company:

Allied Products Corporation
 10 South Riverside Plaza
 Chicago, Illinois 60606
 Attention: Secretary

If intended for the Issuer:

Town of Olive Branch
Town Hall
Olive Branch, Mississippi
Attention: Town Clerk

If intended for the Trustee:

Continental Illinois National Bank and Trust Company
of Chicago
231 South LaSalle Street
Chicago, Illinois 60693
Attention: Corporate Trust Department

A duplicate copy of each notice, certificate or other communication given hereunder by either the Issuer or the Trustee shall also be given to the Company. The Company, the Issuer and the Trustee may, by notice given hereunder designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

SECTION 1405. Trustee as Paying Agent and Registrar. The Trustee is hereby designated and agrees to act as paying agent and Bond Registrar for and in respect to the Bonds.

SECTION 1406. Payments Due on Sundays and Holidays. In any case where the date of maturity of interest on or principal of the Bonds or the date fixed for redemption of any Bonds shall be in the city of payment, a Sunday or a legal holiday or a day on which banking institutions are authorized by law to close, then payment of interest or principal (and premium, if any) need not be made on such date in such city but may be made on the next succeeding business day not a Sunday or a legal holiday or a day upon which banking institutions are authorized by law to close with the same force and effect as if made on the date of maturity or the date fixed for redemption, and no interest shall accrue for the period after such date.

SECTION 1407. Counterparts. This Indenture may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 1408. Laws Governing Indenture. The effect and meaning of this Indenture and the rights of all parties hereunder shall be governed by, and construed according to, the laws of the State of Mississippi.

IN WITNESS WHEREOF, the Issuer has caused these presents to be signed in its name and behalf by its Mayor and its corporate seal to be hereunto affixed and attested by its Clerk, and to evidence its acceptance of the trust hereby created the Trustee has caused these presents to be signed in its name and behalf and its official seal to be hereunto affixed and the same to be attested by its duly authorized officers, all as of the 1st day of November, 1975.

TOWN OF OLIVE BRANCH, MISSISSIPPI

BY: *M. C. Harrington*
Mayor

ATTEST:

Robert F. Williams
Town Clerk

(SEAL)



ATTEST:

Dennis A. Hard
Title

(SEAL)

TOWN CLERK

CONTINENTAL ILLINOIS NATIONAL BANK
AND TRUST COMPANY OF CHICAGO
Trustee

BY: *M. [Signature]*
Title

Second Vice President

STATE OF MISSISSIPPI
COUNTY OF DESOTO

On the 17th day of November, A.D., 1975, before me, a Notary Public in and for said County, personally appeared M. C. Herrington & Robert F. Williams to me personally known, who, being by me first duly sworn, did say that they are Mayor and Town Clerk, respectively, of the Town of Olive Branch, Mississippi, the Issuer named in and which executed the within instrument, and that the seal affixed to said instrument is the corporate seal of said Issuer, and that said instrument was signed, sealed, executed and delivered in behalf of said Issuer by authority of its Mayor and Board of Aldermen.

John S. [Signature]
Notary Public, DeSoto County,
Mississippi

My Commission Expires: 5-4-77



STATE OF ILLINOIS
COUNTY OF COOK

On this 30th day of October, A.D., 1975, before me, a Notary Public in and for said County, personally appeared M. J. Kruger and DENIS R. HART to me personally known, who, being by me first duly sworn, did say that they are the Second Vice President and TRUST OFFICER, respectively, of Continental Illinois National Bank and Trust Company of Chicago, the Trustee named in and which executed the within instrument and that the seal affixed to said instrument is the seal of said Trustee and was affixed by authority of its Board of Directors.

[Signature]
Notary Public, Cook County,
Illinois

My Commission Expires: NOVEMBER 16, 1977



10.42 acres situated in Section 33, Township 1 South, Range 6 West, DeSoto County, Mississippi and being more particularly described as BEGINNING at the Southwest corner of the Southeast Quarter of Section 33, Township 1 South, Range 6 West, DeSoto County, Mississippi; thence North $00^{\circ} 47'$ East, 958.90 feet with the West line of said quarter section to an iron pin set in right of way of U. S. Highway 78; thence South $63^{\circ} 47'$ East 114.80 feet along said right of way to a concrete monument; thence South $52^{\circ} 28'$ East 617.94 feet along said right of way to an iron pin; thence South $00^{\circ} 47'$ West 533.76 feet to a spike in a gravel road; thence North $89^{\circ} 49'$ West 598.82 feet along South line of said section to a spike in said gravel road being the point of beginning and containing 10.42 acres, more or less.

EXHIBIT A to Trust Indenture, dated November 1, 1975
between Town of Olive Branch, Mississippi and
Continental Illinois National Bank and Trust
Company of Chicago

Dock Levelers and Bumpers:
Rite-Hite CY-1587 1 ea
Rite-Hite E.O.D. 2 ea

Paint Booth, water wash, Binks Mod WE-16-8-T-LO

Crane Systems
Louden runways & bridges w/electrifications
2 - P&H 2 ton hoist

Crane hoist 5 ton
Detroit M-10LL

Air Compressor
Sullair Mod 12-50L

Steam Cleaner
Jenny 1600-C-OEPT

Electric Transportors
Yale Platform

EXHIBIT B to Trust Indenture, dated November 1, 1975
between Town of Olive Branch, Mississippi and
Continental Illinois National Bank and Trust
Company of Chicago

STATE OF MISSISSIPPI, DEBOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock
50 minutes A M. 21 day of November 1975, and that the same has been
recorded in Book 193 Page 309 records of REAL ESTATE TRUST DEEDS
of said County.

Witness my hand and seal this the 21 day of November 1975.

Fees \$40.00 pd.

SEAL H. P. Ferguson CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK

205 PAGE 401
THIS 28 DAY OF Oct. 1976

H. P. Ferguson
CHANCERY CLERK

FOR REAL ESTATE, CHATTEL OR BOTH

Jimmy D. Green, et ux

To { DEED OF TRUST
Dixie Greyhound Federal
Credit Union

THIS INDENTURE, Made this 20th day of November 19 75
between Jimmy D. Green and wife, Linda K. Green

and Dixie Greyhound Federal Credit Union 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 Five Thousand Seven Hundred Dollars (\$5,700.00)

evidenced by a promissory note of even date, bearing 10.8% interest from date, due and
repayable in 120 equal amortized monthly installments of \$77.80, first of said install-
ments shall be due December 20, 1975 and one installment due each succeeding month there-
after until paid in full with each installment to be applied first toward accrued interest
and the balance to the reduction of principal

and any further amount that the party of the second part may furnish for the party of the first part during the year 19 75 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 Louise Wilder Trustee, the part ies of the first part has ve this day granted,
bargained, and sold to the said Trustee the following described property, located in the County of DeSoto, and state of Mississippi, viz: All of the agricultural
products of every kind that are on hand, and all the crops of every kind to be grown by and
family, or any hands working with or under other as landlord or tenant or otherwise, during the year 19 75 on the land that
may cultivate, or cause to be cultivated, as landlord or tenant and all farming implements of every kind and

Lot 3, Section A, A. E. Allison Subdivision as per plat thereof recorded in Plat Book 7,
Pages 40 and 41 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 20, Township 2, Range 6.

A failure to pay said installments when due shall operate to cause the entire unpaid
indebtedness to become immediately due and payable at the option of the owner and holder
of said note. Makers of said indebtedness shall have the right to pay all or any part
of the said indebtedness before maturity without penalty.

Should the Trustee at any time believe said property, or any part thereof, endangered as a security for said debt ies, he may then forthwith take pos-
session of said property and sell the same as herein below directed. Should the part ies of the first part promptly pay the above stated indebtedness
on or before the maturity date thereof ies, then this instrument to be void; but in default thereof the said Trustee
shall take possession of said property, and after giving notice of the time, place and terms of sale, by advertisement according to law in DeSoto County, shall
sell the same at public auction, to the highest bidder for cash, at such time and place as he shall designate in said advertisement. The proceeds of said sale
shall be applied to the payment of said indebtedness and all costs incurred herein, and if there be a surplus, such surplus shall be refunded to the part ies
of the first part. In case of failure or inability on the part of said Trustee to execute the trust herein confided, the party ies 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.
Jimmy D. Green
Linda K. Green

STATE OF MISSISSIPPI, DeSOTO COUNTY.
Personally appeared before me the undersigned authority of said County, the within named
Jimmy D. Green and wife, Linda K. Green

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 20th day of November 19 75
My Commission Expires: (SEAL) Notary Public Clerk
5/1/78 By Notary Public D. C.

STATE OF MISSISSIPPI, DeSOTO COUNTY.
Before me one of the subscribing witnesses to the foregoing Deed of Trust of said County, this day personally appeared the above named
one of the subscribing witnesses to the foregoing Deed of Trust

STATE OF MISSISSIPPI, DeSOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock
45 minutes A M. 21 day of November 1975, and that the same has been
recorded in Book 143 Page 377 records of REAL ESTATE TRUST DEEDS
of said County.

Witness my hand and seal this the 21 day of November 1975.

Fees \$ 2.50 pd.
SEAL H. P. Ferguson CLERK

ASSIGNMENT

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and other valuable considerations, the receipt, amount and sufficiency of which is hereby acknowledged, the undersigned does hereby transfer, sell, assign and deliver unto

Government National Mortgage Association
of Washington, D. C., that certain Deed of Trust
executed by

Murray Mason Tyson and wife, Elizabeth L. Tyson
to G. L. Oates, Trustee for the use and benefit of Wortman & Mann, Inc. beneficiary on the 13th day of October, 1975 encumbering certain lands in the County of DeSoto, State of Mississippi, which said Deed of Trust is recorded in Book 192 at Page 81 in the Office of the Chancery Clerk of DeSoto County Mississippi

, all our right, title and interest in and to said Deed of Trust and the lands described therein, together with the indebtedness in the original principal amount of \$ 39,700.00 thereby secured.

IN WITNESS WHEREOF the undersigned has caused this assignment to be executed by its duly authorized officers, and its corporate seal to be affixed thereto on the 20th day of November, 1975

WORTMAN & MANN, INC.
BY: [Signature]
Thomas J. Tompkins, Vice President

ATTEST:
BY: [Signature]
Charles M. Kelly, Vice President
STATE OF MISSISSIPPI
COUNTY OF HINDS

Personally appeared before me, the undersigned authority in and for the aforesaid jurisdiction, the within named Thomas J. Tompkins and Charles M. Kelly, who acknowledged that they, as Vice President and Vice President respectively, for and on behalf of and by authority of said Wortman & Mann, Inc, signed and delivered the above and foregoing instrument and affixed the corporate seal of said corporation thereto on the day and year therein mentioned for the intent and purpose therein expressed.

Given under my hand and official seal of office, this 20th day of November, 1975

My Commission Expires August 2, 1979

[Signature]
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 20 minutes A.M. 21 day of November 1975, and that the same has been recorded in Book 193 Page 378 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 21 day of November 1975.

Fees \$ 2.50 pd.

SEAL [Signature] CLERK

Mississippi Bankers Association
Form No. 1
(Revised Dec. 1966)
L A N D

DEED OF TRUST LAND

THIS INDENTURE, this day made and entered into between
CHARLES WELLS and wife, MARY ANN WELLS,
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
FOUR THOUSAND ONE HUNDRED SEVENTY AND 60/100-----DOLLARS
(\$ 4,170.60) 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
, 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 SIXTY-NINE AND 51/100 DOLLARS (\$69.51) each,
with the first of said monthly installments being due and payable on or
before the 10th 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 said 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 Dol-
lars (\$10.00) cash in hand paid by the aforesaid trustee, the receipt of which is hereby acknowledged,
the grantor does hereby convey and warrant unto the said trustee, the property situated in the County
of DeSoto, in Section Fourteen (14), Township Three (3), Range Seven (7)
West,
State of Mississippi, and more particularly described as follows, to-wit:

One (1) acre, more or less, situated in the Northwest Quarter of Section
14, Township 3, Range 7 West, described by metes and bounds as follows:
BEGINNING at the Southeast Corner of the Northwest Quarter of said Section
14; thence North along the East line of said Quarter Section a distance
of 156 feet to a point; thence West a distance of 279 feet to a stake;
thence South a distance of 156 feet to a stake on the South line of said
Quarter Section; thence East along the South line of said Quarter Section
a distance of 279 feet to the point of beginning, and as said lands are
shown by Survey of W. I. Harris, Surveyor of date of May 7, 1962, and being
part of the 106 - 2/3 acre tract acquired by Charles N. Chamberlin and wife,
Mabel W. Chamberlin, by deeds of record in Book 39, Page 222, and Book 39,
Page 223, of the Deed Records of DeSoto County, Mississippi, BUT SUBJECT
HOWEVER to any existing easements for public utilities and to easement for
JOHNSON PUBLIC ROAD joining said lands on the East side.

Paid, Satisfied and Cancelled
This 10th day of July 1976
Mississippi Bankers Association
Attest
H. S. Johnson
Charcary Clerk by Johnson
1926
Hernando Bank
Ballard

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 3338 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 21st day of November 1975.

Charles Wells
Mary Ann Wells

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 WELLS and wife, MARY ANN WELLS, who severally acknowledged that they signed and delivered the above and foregoing deed of trust on the day and year therein mentioned.



Given under my hand and official seal, this the 21st day of November, 1975.
 My Commission Expires: May 5, 1978
James McLenore Elder
 Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY
 I certify that the within instrument was filed for record at 1 o'clock
 25 minutes P. M. 21 day of November 1975, and that the same has been
 recorded in Book 193 Page 379 records of REAL ESTATE TRUST DEEDS
 of said County.
 Witness my hand and seal this the 21 day of November 1975.
 Fees \$ 5.00 pd.
 SEAL *H. P. Ferguson* CLERK

382

202 1919

Partial Release of this Instrument Recorded in
Deed Estate 715 Book
No. 196 Page 295
This 17 day of Feb 1976

CANCELLED BY AUTHORITY RECORDED IN BOOK
202 PAGE 348
THIS 6 DAY OF August 1976
H. 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
GEORGE A. MARLOWE and wife, ANN P. MARLOWE,
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 ^{principal} sum of
SEVEN THOUSAND FIVE HUNDRED AND NO/100-----DOLLARS
(\$ 7,500.00) evidenced by one promissory note of even date herewith in favor of
as set forth in said promissory note
the beneficiary, bearing interest ~~XX~~
, 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 Dol-
lars (\$10.00) cash in hand paid by the aforesaid trustee, the receipt of which is hereby acknowledged,
the grantor does hereby convey and warrant unto the said trustee, the property situated in the
County of DeSoto,

State of Mississippi, and more particularly described as follows, to-wit:

TRACT 1:

Lying and being situated in Section Seven (7), Township Two
(2), Range Six (6), DeSoto County, Mississippi. Lot 27, Section A,
Pleasant Hill Estates East Subdivision, as recorded in Plat Book 11,
Pages 4 - 8, in the office of the Chancery Court Clerk of DeSoto County,
Mississippi, to which recorded plat reference is hereby made for a more
particular description.

The funds derived from the indebtedness secured by this Deed of Trust
have been used entirely to pay all or a part of the purchase price of
the above described property or for improvements thereon.

TRACT II:

Lying and being situated in Section Twenty-Two (22), Township One (1), Range Eight (8), DeSoto County, Mississippi, Lot 1919, Section H, Southaven West Subdivision, as recorded in Plat Book 3, Page 35, 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.

This instrument is a Second Mortgage on TRACT II, subordinate to that instrument of record in Real Estate Trust Deed Book 90, Page 15, in the office of the Chancery Court Clerk of DeSoto County, Mississippi.

Together with all the hereditaments and appurtenances thereunto appertaining, as far as they may now or hereafter, during the term of this deed of trust, belong to or be used in connection with the occupancy of any building on the said land, or that may be hereafter erected thereon, all heating and ventilating apparatus, gas, electric light and other fixtures, whether attached to said premises or detached therefrom.

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary herein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment of interest as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other covenant herein contained, then and in that event the entire principal sum secured hereby with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, or the owner or holder of said note or notes, be and become at once due and payable, and the trustee herein named, or his successor or successors, shall, at the request of the beneficiary, or at the request of any owner or holder of the note or notes secured hereby, sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid. Such sale shall be made by giving notice of the time, place and terms of sale as required by Section 89-1-55 of the Mississippi Code of 1942 and amendments if any thereto, and the trustee shall make deed to the purchaser or purchasers. Should the beneficiary, or the owner or holder of the note or notes secured hereby be a corporation, then in such event a declaration of default to the trustee, and a request for sale hereunder, may be made by any officer thereof. If the land covered hereby is situated in two or more counties, or in two judicial districts of the same county, the trustee may sell the whole in any of the counties, or in either of the judicial districts of a county in which any part of the land lies. Out of the proceeds of sale the trustee shall first pay the cost of advertising and making the sale; and secondly, he shall pay whatever items may have been incurred and remain unpaid in the protection of this security; then he shall pay such of the items of indebtedness secured hereby as may be outstanding in the order of their maturity, and any balance remaining in his hands shall be delivered to the grantor, or to his proper representatives, agents or assigns.

It is agreed and understood, by and between the parties hereto that this conveyance is executed and intended to be, and is hereby made subject to the following covenants, stipulations and conditions, all of which shall be binding upon the parties hereto and each of them.

First. In addition to the indebtedness specifically mentioned above, and any and all extensions or renewals of the same, or any part thereof, this conveyance shall also cover such future and additional advances as may be made to the grantor, or either of them, by the beneficiary, not to exceed the sum of \$125,000.00, the beneficiary to be the sole judge as to whether or not such future and additional advances shall be made. In addition to all of the above, it is intended that this conveyance shall secure, and it does secure any and all debts, obligations, or liabilities, direct or contingent, of the grantor herein, or either of them, to the beneficiary, whether now existing or hereafter arising at any time before actual cancellation of this instrument on the public records of mortgages and deeds of trust, whether the same be evidenced by note, open account, over-draft, endorsement, guaranty or otherwise.

89-1-55

Second. The grantor will at all times during the continuance of this deed of trust keep the buildings and improvements on said premises insured against loss or damage by fire, storm, war damage and other hazard in such reliable insurance company, or companies, as may be acceptable to the beneficiary, for the maximum amount of insurance obtainable, or in such amount as may be approved by beneficiary, and all policies covering the same shall contain the proper loss payable clause, making all losses, if any, payable to the beneficiary, his successors or assigns, and shall be delivered to the beneficiary herein, or to the owner or holder of the notes secured hereby as additional security. In case of loss and payment by any insurance company, the amount of insurance money so paid shall be applied either on the indebtedness secured hereby, or in rebuilding or restoring the damaged building, or buildings, or it may be released to the grantor, as the beneficiary may elect. In the event of loss the grantor shall immediately give notice by mail to the beneficiary who may make proof of loss if same be not promptly made by the grantor. Each insurance company involved is hereby authorized, empowered and directed to make payment for any loss directly to the beneficiary instead of to the grantor and the beneficiary jointly.

Third. The grantor will pay all taxes and assessments, general or special, which may be assessed against the said land, premises or property, or upon the interest of the trustee or the beneficiary therein, or upon this deed of trust, or the indebtedness secured hereby, without regard to any law heretofore enacted or that may hereafter be enacted imposing payment of the whole or any part thereof upon either the trustee or beneficiary, and further will furnish annually to the beneficiary certificates or receipts of the proper officer showing full payment of all such taxes and assessments.

Fourth. That the rents, issues and profits of all and every part of the property here conveyed are specifically pledged to the payment of the indebtedness hereby secured, and all obligations which may accrue under the terms of this instrument. Upon the maturity of the indebtedness hereby secured, either by lapse of time or by reason of any default as herein provided, or if at any time it becomes necessary to protect the lien of this conveyance, the beneficiary, or any owner, or holder of the notes secured hereby, shall have the right to forthwith enter into and upon the property hereinbefore described and take possession thereof, and collect and apply the rents, issues and profits thereon upon the indebtedness secured hereby, or may, if it is so desired, have a receiver appointed by any court of competent jurisdiction to collect and impound the said rents, issues and profits and after paying the expense of such receivership apply the balance thereof to the payment of any indebtedness secured hereby.

Fifth. The failure on the part of the grantor to keep and perform each, any, and all of the covenants and stipulations of this deed of trust, or the passage by the State of Mississippi of any law imposing payment of the whole or any portion of any of the taxes aforesaid upon the trustee or the beneficiary, or upon the rendering by any court of competent jurisdiction of a decision that the stipulation or provision herein covering the payment of taxes or assessments is legally inoperative, shall give to the beneficiary or to the owner or holder of the notes secured hereby the option to at once declare the entire principal sum hereby secured with all interest and charges thereon, and all other amounts secured hereby at once due and demandable and to have the property advertised and sold by the trustee herein named, or his successor or successors, in accordance with the provisions of this conveyance hereinbefore set out. But in case such default consists in the failure to keep the said property insured or to pay the taxes herein required, the beneficiary, or the owner or holder of the said secured notes, may procure said insurance and pay said taxes and assessments, or redeem the property from tax sale if it has been sold; and any and all sums paid in procuring said insurance or in paying said taxes or assessments or in redeeming said property from tax sale, together with interest thereon at the rate herein stipulated from the date the same shall have been paid, shall be covered by this conveyance and shall be due and demandable on the date of the maturity of the interest installment which may become due under the terms of this instrument next after such additional items of expense are made or incurred. In case the beneficiary or the owner or holder of said secured notes elects to advance insurance premium and/or taxes, the receipt of an agent of the insurance company or companies in which said insurance is placed shall, with respect to such insurance premiums, be conclusive evidence as between the parties to this conveyance of the amount and fact of payment thereof; and the receipt of the proper public official, shall with respect to the taxes and assessments, aforesaid, be conclusive as between the parties to this conveyance of the amount and validity of said taxes or assessments and of the fact of the payment thereof.

Sixth. The beneficiary, or any owner or holder of the note secured hereby, may at pleasure, without giving formal notice to the original or any successor trustee, or to the grantor herein, and without regard to the willingness or inability of any such trustee to act, or to execute this trust, appoint another person or succession of persons to act as trustee herein, and such appointee or substitute shall have all the powers in the execution of this trust as are vested in the trustee herein named. If the beneficiary, or the owner or holder of the note secured hereby, be a corporation, such appointment may be made by its president, vice-president, assistant vice-president, secretary or treasurer.

Seventh. In case of foreclosure and sale of the property covered hereby, the beneficiary, or any owner or holder of the notes secured hereby, shall have the same right to purchase at said sale as if a stranger to this instrument.

Eighth. Grantor covenants that the premises and property covered hereby will at all times be used in a good and husbandlike manner, for lawful purposes only, and that waste will not be committed or suffered to be committed thereon.

Ninth. Whenever in this deed of trust the context so requires, the singular number shall include the plural, and the plural the singular; holder of the note or notes shall be deemed to refer to and include the owner of the debt, and the word beneficiary shall at any and all times include and mean the then holder of the note or notes secured hereby.

IN TESTIMONY WHEREOF, witness the signature of the grantor this the 19th day of November, 1975.

George A. Marlowe
 GEORGE A. MARLOWE
Ann P. Marlowe
 ANN P. MARLOWE

STATE OF MISSISSIPPI
 COUNTY OF DESOTO

This day personally appeared before me, the undersigned authority, in and for the State and County aforesaid, the within named GEORGE A. MARLOWE, and wife, ANN P. MARLOWE, who severally acknowledged that they signed and delivered the above and foregoing deed of trust on the day and year therein mentioned.

Given under my hand and official seal, this the 19th day of November, 1975.
 My Commission Expires: My Commission Expires May 5, 1978
James McLenahan Elder
 Notary Public



STATE OF MISSISSIPPI, DESOTO COUNTY
 I certify that the within instrument was filed for record at 1 o'clock 25 minutes P M. 21 day of November, 1975, and that the same has been recorded in Book 193 Page 382 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 21 day of November, 1975.
 Fees \$ 5.00 pd.
 SEAL *H. P. Ferrouso* CLERK

ASSIGNMENT OF DEED OF TRUST

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and other valuable considerations, the receipt, amount and sufficiency of all of which is hereby acknowledged, UNIFIRST FEDERAL SAVINGS AND LOAN ASSOCIATION, a Corporation organized and existing under the Laws of the United States of America, acting by and through its duly authorized officers, does hereby transfer, sell, assign and deliver unto Federal Home Loan Mortgage Corporation that certain Deed of Trust executed by David M. Bargery and wife, Angela L. Bargery to C. L. Oates Trustee for the use and benefit of Wortman & Mann, Inc. on the 12th day of September, 1975, encumbering certain lands in DeSoto County Mississippi, which said deed of trust is recorded in Book 191 at Page 515 in the office of the Chancery Clerk of DeSoto County at Hernando Mississippi, also all our right, title and interest in and to said Deed of Trust and the lands described therein, together with the indebtedness secured thereby in the original principal amount of \$ 26,000.00 .

WITNESS the signature of UNIFIRST FEDERAL SAVINGS AND LOAN ASSOCIATION, by its duly and legally authorized officers, this the 6th day of November, A.D., 1975 .

UNIFIRST FEDERAL SAVINGS AND LOAN ASSOCIATION (FORMERLY FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF JACKSON, JACKSON, MISSISSIPPI- NAME CHANGED BY AMENDMENT TO CORPORATE CHARTER EFFECTIVE JUNE 10, 1974)

By: [Signature]
Ed Gordon, Vice President
By: [Signature]
Thomas E. Young, Assistant Vice President

STATE OF MISSISSIPPI
COUNTY OF HINDS

This day personally appeared before me, the undersigned authority, in and for the State and County aforesaid, the within named Ed Gordon and Thomas E. Young, personally known to me and personally known to me to be the Vice President and Assistant Vice President respectively, of Unifirst Federal Savings and Loan Association, a Corporation, and that they signed and delivered the above and foregoing instrument of writing on the day and year therein mentioned as the act and deed of said Corporation, they having been first duly authorized to do so.

GIVEN under my hand and official seal, this the 6th day of November A.D., 1975.



[Signature]
Cora H. Phelps
Notary Public

My Commission Expires August 16, 1978

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 40 minutes A.M. 24 day of Nov. 1975, and that the same has been recorded in Book 193 Page 385 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 24 day of Nov. 1975.

Fees \$ 2.50 pd.

SEAL [Signature] CLERK

ASSIGNMENT

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and other valuable considerations, the receipt, amount and sufficiency of which is hereby acknowledged, the undersigned does hereby transfer, sell, assign and deliver unto

Unifirst Federal Savings and Loan Association of Jackson, Mississippi, that certain Deed of Trust executed by

Thomas L. York and wife, Carolyn F. York to G. L. Oates, Trustee for the use and benefit of Wortman & Mann, Inc. beneficiary on the 7th 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 541 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 \$ 24,000.00 thereby secured.

IN WITNESS WHEREOF the undersigned has caused this assignment to be executed by its duly authorized officers, and its corporate seal to be affixed thereto on the 21st day of November, 1975

WORTMAN & MANN, INC.

BY: [Signature]
Thomas J. Tompkins, Vice President

ATTEST:
BY: [Signature]
Charles M. Kelly, Vice President
STATE OF MISSISSIPPI
COUNTY OF HINDS

Personally appeared before me, the undersigned authority in and for the aforesaid jurisdiction, the within named Thomas J. Tompkins and Charles M. Kelly, who acknowledged that they, as Vice President and Vice President respectively, for and on behalf of and by authority of said Wortman & Mann, Inc, signed and delivered the above and foregoing instrument and affixed the corporate seal of said corporation thereto on the day and year therein mentioned for the intent and purpose therein expressed.

Given under my hand and official seal of office, this 21st day of November, 1975

My Commission Expires August 2, 1979

[Signature]
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 10 minutes A M. 24 day of Nov. 1975, and that the same has been recorded in Book 193 Page 386 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 24 day of Nov. 1975.

Fees \$ 2.50 pd.

SEAL [Signature] CLERK

THIS INSTRUMENT WAS PREPARED BY

TOMMY RAMER,
This instrument prepared by: COMMERCIAL & INDUSTRIAL BANK
MEMPHIS, TENNESSEE
TRUST DEED RELEASE

WHEREAS, By the hereinafter described trust deed, heretofore recorded in the Register's Office of DeSoto Mississippi County, Tennessee, certain real property was conveyed by the hereinafter named grantor, to Howard E. Carter

as Trustee, for the purpose of securing the payment and indebtedness evidenced by notes fully described in such trust deed; and

WHEREAS, All of the notes described in and secured by said trust deed have been paid in full, and there is nothing due or owing on said indebtedness nor under the terms and provisions of said trust deed; and

WHEREAS, Said trust deed are briefly described as follows, to-wit:

GRANTOR	Date of Instrument	Recorded	Description of Property
T.D. Downs & wife Delva Downs	3-16-73	Book 155 Page 101	Lot 27, Section "B", Lakeview Village Sub. as shown on plat of record in Plat Book 10, Pages 16 & 17, in the Chancery Court Clerk's Office 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 claim— and convey— unto said grantor their heirs and assigns all their right, title, and interest in and to the real estate described in said trust deed, to which reference is made for a particular description of said property.

The undersigned, Commercial and Industrial Bank, covenants with the said grantor that he the legal owner and holder of the notes described in and secured by said trust deed, and that he has the lawful right to release and discharge the lien thereof.

IN WITNESS WHEREOF the said Commercial and Industrial Bank has hereunto set its hand (or caused its corporate name to be signed hereto by and through its proper officers duly authorized so to do) this the 17th day of November, 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.

My commission expires _____ day of _____, 19____ Notary Public

STATE OF TENNESSEE }
COUNTY OF SHELBY }

Before me, a Notary Public in and for said State and County duly commissioned and qualified, personally appeared G.H. Christian with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the Asst Vice President of the 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 17th day of _____, 1975

My commission expires 3rd day of Sept, 1979 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 no minutes A M., 24 day of Nov., 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 24 day of Nov., 1975.

Fees \$ 2.50 pd.

SEAL H. P. Ferguson CLERK

388

STATE OF MISSISSIPPI)
COUNTY OF DeSoto)

ASSIGNMENT OF DEED OF TRUST

THIS ASSIGNMENT OF DEED OF TRUST executed this 17th day of December, 1973, by and between COLONIAL SAVINGS & LOAN, a Mississippi corporation, called ASSIGNOR, and BANKERS TRUST SAVINGS AND LOAN ASSOCIATION, called ASSIGNEE,

FOR VALUE RECEIVED, the within instrument is hereby transferred, assigned and conveyed to Assignee, together with the property described therein and the debt secured thereby, said instrument being recorded in the records of the Office of the Chancery Clerk of DeSoto County, Mississippi, and duly identified as follows:

<u>ORIGINAL MORTGAGOR</u>	<u>Date of Mortgage (Deed of Trust)</u>	<u>Book No.</u>	<u>Page No.</u>
Willie J. Sisco and wife, Mary V. Sisco	March 30, 1973	156	523

IN WITNESS THEREOF, the undersigned has executed this assignment through its Vice President, and has caused its corporate seal to be thereunto affixed.

COLONIAL SAVINGS & LOAN

By: Ray Jones
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 Ray Jones the Vice President of COLONIAL SAVINGS & LOAN, who acknowledged that he signed and delivered the above and foregoing instrument, having been first authorized to do so, as and for the act and deed of COLONIAL SAVINGS & LOAN.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, on this the 17th day of December, 1973.

Vicky Brewer
Notary Public



My Commission Expires: June 16, 1979

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 Nov. 1975, and that the same has been recorded in Book 192 Page 388 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 24 day of Nov. 1975.

Fees \$ 2.50 pd.

SEAL H. P. Ferguson, CLERK

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST

Class C

STATE OF MISSISSIPPI, } ss.
DeSoto County.

KNOW ALL MEN BY THESE PRESENTS: That Union Planters National Bank

of Memphis, Tennessee the beneficiary, does hereby certify that a certain trust deed

bearing date the 26th day of March 19 70, made and executed by L. H. Poppenheimer and wife,

Annie Marvelle Poppenheimer of Memphis, to C.R. Watson and H. A. Mitchell, Trustees 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. 116 on page 365

of the Record of Trust Deeds, on the 30th day of March, A. D. 19 70, is now fully paid

and satisfied; and I do hereby authorize the Clerk of the Chancery Court of said DeSoto

County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of said County also as provided by law.

Dated this the 21st day of November, 1975

Franklin L. Wood Sr.
Asst. Sec. President



Tennessee
STATE OF MISSISSIPPI, } ss.
Shelby County.

Personally came and appeared before me, the undersigned authority Barbara C. Goings

in and for County and State aforesaid Franklin L. Wood, Sr. who acknowledged that he signed and delivered the above and foregoing instrument on the day and date for the purpose therein mentioned.

Given under my hand and seal of office this 21st day of November

Barbara C. Goings

MY COMMISSION EXPIRES OCTOBER 1, 1979



LAWRENCE-GREENWOOD 87844

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock no minutes A M. 24 day of Nov. 1975, and that the same has been recorded in Book 192 Page 389 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 24 day of Nov. 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 Commercial Credit PLAN, INC.
of Memphis, TN. the beneficiary, does hereby certify that a certain trust deed
bearing date the 14 day of Oct. 1974, made and executed by LARRY L. South
Jeanette R. South, HOEN LAKE, MS. to COMM. 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. 180 on page 434
of the Record of Trust Deeds, on the 15 day of Oct. A. D. 1974, is now fully paid
and satisfied; and I do hereby authorize the Clerk of the Chancery Court of said DeSoto
County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of
said County also as provided by law.

Comm. Credit Plan, Inc.
W. Pearce

STATE OF MISSISSIPPI, }
DeSoto County. } ss.

Personally came and appeared before me, the undersigned authority, W. G. McCaskill
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.

Given under my hand and seal of office this 20th day of Nov. A. D. 1975



STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock
40 minutes A M. 24 day of Nov 1975, and that the same has been
recorded in Book 193 Page 390 records of REAL ESTATE TRUST DEEDS
of said County.

Witness my hand and seal this the 24 day of Nov. 1975.

Fees \$ 2.50 pd.

SEAL H. P. Ferguson CLERK

SUBSTITUTION OF TRUSTEE

WHEREAS, CASTLE PARK-MEMPHIS, LTD., a Georgia limited partnership qualified to do business in Mississippi, executed and delivered a certain promissory note dated May 25, 1973, for One Million Seven Hundred Fifty Thousand Dollars (\$1,750,000.00), payable to the order of THOMPSON S. BAKER, GUY W. BOTTS, W. J. BOWEN, ROBERT P. CRISP, JAMES FENTRESS, JOHN A. GILLILAND, W. WILSON MUNNERLYN, J. P. THORNTON, JAMES H. WINSTON, and WILLIAM S. WOODS, not individually, but only as Trustees of BARNETT MORTGAGE TRUST, a Florida business trust pursuant to the Declaration of Trust dated March 4, 1970, as amended and restated, and their successor trustees, with all the powers stated therein; and

WHEREAS as security for said note, CASTLE PARK-MEMPHIS, LTD., executed and delivered a Deed of Trust to Marvin A. Cohen, as Trustee, said Deed of Trust being dated May 25, 1973, filed for record at 11:34 a.m. on May 28, 1973, and recorded in Book 160 at Page 77 of the Official Public Records of Desoto County, Mississippi in the Chancery Clerk's office of Desoto County, State of Mississippi, covering the following described property, to-wit:

Parcel 1

Located in the South half of Section 25, Township 2 South, Range 8 West, Desoto County, Mississippi, and being more particularly described as follows:

Commence at the Southeast corner of Section 25, Township 2 South, Range 8 West and run Westerly a distance of 1820 feet to a point on the Westerly right-of-way of U.S. 51 (100' ROW); thence N 06 degrees 12' W along the Westerly right-of-way of US 51 for a distance of 530 feet to a point in a large ditch which point is the point of beginning:

Thence run along the Westerly right-of-way line of U. S. 51 N 06 degrees 12' W for a distance of 633.56 feet to an iron pin, thence; S 83 degrees 48' W for a distance of 540.00 feet to an iron pin, thence; N 06 degrees 12' W for a distance of 315.00 feet to a point, thence; N 67 degrees 58' W

for a distance of 131.00 feet to a point, thence; S 39 degrees 21' W for a distance of 117.00 feet to a point, thence; N 70 degrees 58' W for a distance of 175.00 feet to a point, thence; S 26 degrees 19' W for a distance of 203.00 feet to a point, thence; S 06 degrees 12' E for a distance of 118.00 feet to a point, thence; S 83 degrees 48' W for a distance of 95.00 feet to a point, thence; N 06 degrees 12' W for a distance of 157.00 feet to a point, thence; N 63 degrees 41' W for a distance of 247.00 feet to a point, thence; S 26 degrees 19' W for a distance of 182.00 feet to a point, thence; S 63 degrees 41' E for a distance of 230.00 feet to a point, thence; S 26 degrees 19' W for a distance of 137.00 feet to a point, thence; S 63 degrees 41' E for a distance of 75.00 feet to a point, thence; S 11 degrees 46' W for a distance of 368.00 feet to a point, thence; S 86 degrees 05' W for a distance of 448.00 feet to a point, thence; S 03 degrees 02' E for a distance of 225.00 feet to a point, thence; S 86 degrees 05' W for a distance of 225.00 feet to a point, thence; S 03 degrees 02' E for a distance of 233.00 feet to a point, thence; N 86 degrees 05' E for a distance of 344.00 feet to a point, thence; S 03 degrees 55' E for a distance of 239.00 feet to a point, thence; N 86 degrees 05' E for a distance of 942.00 feet to a point in a large ditch thence; in the ditch N 27 degrees 35' E for a distance of 234.06 feet to a point in the ditch, thence; N 53 degrees 03' E for a distance of 272.79 feet to a point in the ditch, thence; N 61 degrees 04' E for a distance of 428.33 feet to the point of beginning on the Westerly right-of-way of U.S. 51.

The land above described includes 41.7 acres, more or less.

Parcel 2

Commence at the Southeast corner of Section 25, Township 2 South, Range 8 West, and run Westerly a distance of 1820 feet to a point on the Westerly right-of-way of U.S. 51 (100' ROW); thence N 06 degrees 12' W along the Westerly right-of-way of U.S. 51 for a distance of 530 feet to a point in a large ditch, thence run along the Westerly right-of-way of U.S. 51 N 06 degrees 12' W for a distance of 633.56 feet to an iron pin, thence; S 83 degrees 48' W for a distance of 540.00 feet to an iron pin, thence; N 06 degrees 12' W for a distance of 315.00 feet to a point which point is the point of beginning:

Thence; N 67 degrees 58' W for a distance of 131.00 feet to a point, thence; S 39 degrees 21' W for a distance of 117.00 feet to a point, thence; N 70 degrees 58' W for a distance of 175.00 feet to a point, thence; S 26 degrees 19' W for a distance of 203.00 feet to a point, thence; S 06 degrees 12' E for a distance of 118.00 feet to a point, thence; S 83 degrees 48' W for a distance of 95.00 feet to a point, thence; N 06 degrees 12' W for a distance of 157.00 feet to a point, thence; N 63 degrees 41' W for a distance of 247.00 feet to a point, thence; S 26 degrees 19' W for a distance of 182.00 feet to a point, thence; S 63 degrees 41' E for a distance of 230.00 feet to a point, thence; S 26 degrees 19' W for a distance of

137.00 feet to a point, thence; S 63 degrees 41' E for a distance of 75.00 feet to a point, thence; S 11 degrees 46' W for a distance of 368.00 feet to a point, thence; S 86 degrees 05' W for a distance of 448.00 feet to a point, thence S 03 degrees 02' E for a distance of 225.00 feet to a point, thence; S 86 degrees 05' W for a distance of 225.00 feet to a point, thence; S 03 degrees 02' E for a distance of 233.00 feet to a point, thence; N 86 degrees 05' E for a distance of 344.00 feet to a point, thence; S 03 degrees 55' E for a distance of 239.00 feet to a point, thence; S 86 degrees 05' W for distance of 582.58 feet to a corner post, thence; N 03 degrees 02' W for a distance of 2303.28 feet to a steel post, thence; S 89 degrees 52' E for a distance of 90.00 feet to a steel post, thence; N 02 degrees 56' W for a distance of 280.00 feet to a point on the Southerly right-of-way of Nesbit Road, (60' ROW), thence; due East, along the Southerly right-of-way of Nesbit Road, a distance of 50.00 feet to a point, thence; S 02 degrees 56' E for a distance of 280.00 feet to a point, thence; East for a distance of 290.00 feet to an iron pin, thence; S 02 degrees 56' E for a distance of 220.00 feet to an iron pin, thence; N 89 degrees 06' E for a distance of 1246.34 feet to a point in a large ditch, thence; S 12 degrees 42' W in the ditch for a distance of 123.66 feet to a point in the ditch, thence; S 06 degrees 12' E for a distance of 414.04 feet to the point of beginning.

The above described land includes 48.2 acres, more or less.

WHEREAS, by agreement of the Trustor, Trustee and Beneficiary CASTLE PARK-MEMPHIS, LTD., executed and delivered an Amendment to Deed of Trust and Security Instrument to Marvin A. Cohen, Trustee, said instrument being dated October 9, 1973, filed for record at 4 P.M. on 2/5/74 and recorded in Book 171 at Page 81 of the Official Public Records of Desoto County, Mississippi, in the Chancery Clerk's office of Desoto County, Mississippi and amending said deed of trust by adding certain property to the premises therein described, to-wit:

Parcel 3

Located in the South half of Section 25, Township 2 South, Range 8 West, Desoto County, Mississippi, and being more particularly described as follows:

To find the point of beginning commence at the Southeast corner of Section 25, Township 2 South, Range 8 West; thence westerly, 1820.00 feet to a point on the western

right of way line of U. S. Highway 51 (said road having a 100 foot right-of-way) thence North 06° 12' West along said western right-of-way line, 530.00 feet to a point in a large ditch; thence North 06° 12' West along said western right-of-way line, 633.56 feet to an iron pin; thence South 83° 48' West, 540.00 feet to an iron pin; thence North 06° 12' West, 729.04 feet to a point in a large ditch; thence North 12° 42' East along the centerline of said large ditch, 123.66 feet to a point; thence South 89° 06' West, 895.46 feet to the OF BEGINNING:

Thence South 39° 06' West 50.03 feet to a point, thence North 02° 56' West 500.00 feet to a point on the southern right-of-way line of Nesbit Road (said road having a 60 foot right-of-way); thence North 89° 06' East along said southern right-of-way line, 50.03 feet to a point; thence South 02° 56' East 500.00 feet to the point of beginning.

The land above described includes 0.57 acres, more or less.

WHEREAS, said deed of trust remains unaltered and in full force and effect except for the addition of the afore-described property; and

WHEREAS, said deed of trust contains the following Provision:

"4.08 Substitute Trustees. Beneficiary may substitute the trustee hereunder in any manner now or hereafter provided by law, or in lieu thereof beneficiary may from time to time, by an instrument in writing substitute a successor or successors to any trustee named herein or acting hereunder, which instrument executed and acknowledged by beneficiary and recorded in the office of the recorder of the county or counties where the mortgaged property is situated, shall be conclusive proof of proper substitution of such successor trustee or trustees, who shall thereupon and without conveyance from the predecessor trustee, succeed to all its title, estate, rights, power and duty. Such instrument must contain the name of the original trustor, trustee, beneficiary hereunder, the book and page where said deed of trust is recorded, and the name and address of the new trustee."

NOW THEREFORE, in exercise of the power of appointment contained in said deed of trust as set out above, BARNETT MORTGAGE TRUST, acting by and through the undersigned, its duly authorized and empowered ^{Vice President} Administration as the holder of the note, hereby appoints William M. Chaffin, 152 Delta Avenue, of Clarksdale, Mississippi, to be the trustee under said deed of trust in place and instead of Marvin A. Cohen, with all powers and duties of the original trustee.

IN TESTIMONY WHEREOF, witness the signature and seal of the undersigned on the 17th day of November for and on behalf of BARNETT MORTGAGE TRUST.

BARNETT MORTGAGE TRUST

BY Thomas C. Bergmann
THOMAS C. BERGMANN
VICE PRESIDENT - ADMINISTRATION



STATE OF Florida
COUNTY OF Duval

PERSONALLY APPEARED before me, Thomas C. Bergmann, the undersigned Notary Public, duly commissioned and qualified in and for the county and state aforesaid, the within named Thomas C. Bergmann, who is personally well known to me and known to me to be the duly authorized and appointed Vice President - Administration of Barnett Mortgage Trust and the person who executed the foregoing Substitution of Trustee, who acknowledged that he signed and delivered the foregoing Substitution of Trustee on the day and year therein mentioned for and on behalf of BARNETT MORTGAGE TRUST, a Florida business trust pursuant to declaration of trust dated March 4, 1970, as amended and restated.

GIVEN under my hand and seal this the 17th day of November, 1975.

Beatrice S. Peepay
NOTARY PUBLIC



My commission expires: March 27, 1977
Notary Public, State of Florida at Large
My Commission Expires March 27, 1977
Bonded by American Fire & Casualty Co.

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 Nov. 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 24 day of Nov. 1975.
Fees \$ 6.00 pd.
SEAL H. P. Ferguson CLERK

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6/11
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 22nd day of April 19 74, made and executed by Eudora Missionary
Baptist Church of _____ to The Hernando Bank
the above named beneficiary, and recorded in the office of the Chancery Clerk of DeSoto
County, in the State of Mississippi in Real Estate Trust Deed Record No. 174 on page 213
of the Record of Trust Deeds, on the 22nd day of April, A. D. 19 74, is now fully paid
and satisfied; and I do hereby authorize the Clerk of the Chancery Court of said DeSoto
County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of
said County also as provided by law. This the 30th day of November, 19 75.

THE HERNANDO BANK

[Signature]
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 20th day of November, A. D. 19 75

My Commission Expires Jan. 7, 1978

Elois M. Barbee

LAWRENCE-GREENWOOD 87944

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock
40 minutes A. M. 24 day of Nov. 1975, and that the same has been
recorded in Book 193 Page 396 records of REAL ESTATE TRUST DEEDS
of said County.

Witness my hand and seal this the 24 day of Nov., 1975.

Fees \$ 2.50 pd.

SEAL [Signature] CLERK

O/N M.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 12th day of September 1972, made and executed by Robert N. Thomas, Jr.
and Suzanne D. Thomas of The Hernando Bank
the above named beneficiary, and recorded in the office of the Chancery Clerk of DeSoto
County, in the State of Mississippi in Real Estate Trust Deed Record No. 147 on page 526
of the Record of Trust Deeds, on the 12th day of September, A. D. 1972, is now fully paid
and satisfied; and I do hereby authorize the Clerk of the Chancery Court of said DeSoto
County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of
said County also as provided by law. This the 20th day of November, 1975.

THE HERNANDO BANK

[Signature]
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 20th day of November, A. D. 1975

[Notary Seal]
Elois M. Barbee
My Commission Expires Jan 7, 1978

LAWRENCE-GAZDARWOOD 87844

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 Nov. 1975, and that the same has been
recorded in Book 193 Page 399 records of REAL ESTATE TRUST DEEDS
of said County.

Witness my hand and seal this the 24 day of Nov. 1975.

Fees \$ 2.50 pd.

SEAL H. P. Ferguson CLERK

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4057 ORDER TO CLERK TO CANCEL DEED OF TRUST

O/R P.R.

Class C

STATE OF MISSISSIPPI, }
DeSoto County. }

KNOW ALL MEN BY THESE PRESENTS: That The Hernando Bank
of Hernando, Mississippi the beneficiary, does hereby certify that a certain trust deed
bearing date the 1st day of May 19 75, made and executed by William Henry Ford
and Lynn S. Ford of _____ to The Hernando Bank
the above named beneficiary, and recorded in the office of the Chancery Clerk of DeSoto
County, in the State of Mississippi in Real Estate Trust Deed Record No. 185 on page 309
of the Record of Trust Deeds, on the 1st day of May, A. D. 19 75, is now fully paid
and satisfied; and I do hereby authorize the Clerk of the Chancery Court of said DeSoto
County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of
said County also as provided by law. This the 20th day of November, 19 75.

THE HERNANDO BANK
[Signature]
by: A. S. Ballard, Jr., President

STATE OF MISSISSIPPI, }
DeSoto County. }

Personally came and appeared before me, the undersigned authority Elois M. Barbee, Notary Public
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 20th day of November, A. D. 19 75

[Notary Seal]
My Commission Expires Jan. 7, 1978
Elois M. Barbee

LAWRENCE-GASSINGOOD 27844

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock
40 minutes P.M. 24 day of Nov. 1975, and that the same has been
recorded in Book 193 Page 398 records of REAL ESTATE TRUST DEEDS
of said County.

Witness my hand and seal this the 24 day of Nov. 1975.

Fees \$ 2.50 pd.

SEAL H. P. Ferguson CLERK

Fed. Nat'l Mtg. Assoc.
Assignment of this instrument Recorded in
Real Estate TID Book
No. 201 Page 382
This the 22 day of June 19 76

Government Nat'l Mtg. Assoc.
Assignment of this instrument Recorded in
Real Estate TID Book
No. 194 Page 356
This the 17 day of June 19 75

H. D. Ferguson

H. D. Ferguson

DEED OF TRUST

THIS DEED OF TRUST is made this 20th day of November, 1975, among the Grantor, John W. Scruggs and wife, Imogene T. Scruggs

G. L. Oates (herein "Borrower"),
(herein "Trustee"),
and the Beneficiary, Wortman and Mann, Inc., a corporation
organized and existing under the laws of the State of Mississippi, whose address is
P.O. 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 205, Section "B" Eastover Subdivision, in Section 29, Township 1 South, Range 6 West, as per plat thereof recorded in plat book 12, pages 36-38, in the office of the Chancery Clerk of DeSoto County, Mississippi.

Modification Assumption Agreement
Assignment of this instrument Recorded in
Real Estate TID Book
No. 377 Page 143
This the 23rd day of Sept 19 86
H. D. Ferguson

The funds derived from the indebtedness secured by this Deed Trust have been used entirely to pay all or apart 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 One Thousand, Four 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 December 1, 2005; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Deed of Trust; and the performance of the covenants and agreements of Borrower herein contained; and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances").

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any easements and restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

CANCELLED BY AUTHORITY, RECORDED IN BOOK
740 PAGE 581

THIS 20 DAY OF Dec. 19 94

W. E. Davis

Chancery Clerk
By B. Cleveland, DC

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any Future Advances secured by this Deed of Trust.

2. Funds for Taxes and Insurance. Subject to Lender's option under paragraphs 4 and 5 hereof, Borrower shall pay to Lender on the day monthly installments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments which may attain priority over this Deed of Trust, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender shall make no charge for so holding and applying the Funds or verifying and compiling said assessments and bills. Borrower and Lender may agree in writing at the time of execution of this Deed of Trust that interest on the Funds shall be paid to Borrower, and unless such agreement is made, Lender shall not be required to pay Borrower any interest on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Deed of Trust.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency within thirty days after notice from Lender to Borrower requesting payment thereof.

Upon payment in full of all sums secured by this Deed of Trust, Lender shall promptly refund to Borrower any Funds held by Lender.

If under paragraph 18 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Deed of Trust.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note and on Future Advances, if any, and then to the principal of the Note and to the principal of Future Advances, if any.

4. Charges; Liens. Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Deed of Trust, and ground rents, if any, at Lender's option in the manner provided under Paragraph 2 hereof or by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the event Borrower shall make payment directly, Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Deed of Trust; provided, that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall in good faith contest such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require; provided, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Deed of Trust.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid at Lender's option in the manner provided under paragraph 2 hereof or by Borrower making payment, when due, directly to the insurance carrier.

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender, and Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Deed of Trust is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Deed of Trust would be impaired, the insurance proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower or if Borrower fails to respond to Lender within 30 days after notice by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

If under paragraph 18 hereof the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof (to the extent of the sums secured by this Deed of Trust, immediately prior to such sale or acquisition) resulting from damage to the Property prior to the sale or acquisition shall pass to Lender.

6. Preservation and Maintenance of Property; Leaseholds; Condominiums. Borrower shall keep the Property in good repair and shall not permit or commit waste, impairment, or deterioration of the Property and shall comply with the provisions of any lease, if this Deed of Trust is on a leasehold. If this Deed of Trust is on a condominium unit, Borrower shall perform all of Borrower's obligations under the declaration of condominium or master deed, the by-laws and regulations of the condominium project and constituent documents.

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs. Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, shall become additional indebtedness of Borrower secured by this Deed of Trust. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate stated in the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible by applicable law. Nothing contained in this paragraph 7 shall require Lender to incur any expense or do any act hereunder.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Deed of Trust such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Deed of Trust immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to Borrower.

If the Property is abandoned by Borrower or if after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days of the date of such notice, Lender is authorized to collect and apply the proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

10. Borrower Not Released. Extension of the time for payment or modification of amortization of the sums secured by this Deed of Trust granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Deed of Trust by reason of any demand made by the original Borrower and Borrower's successors in interest.

11. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any right or remedy hereunder. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Deed of Trust.

12. Remedies Cumulative. All remedies provided in this Deed of Trust are distinct and cumulative to any other right or remedy under this Deed of Trust or afforded by law or equity, and may be exercised concurrently, independently or successively.

13. Successors and Assigns Bound; Joint and Several Liability; Captions. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Deed of Trust are for convenience only and are not to be used to interpret or define the provisions hereof.

14. Notice. Any notice to Borrower provided for in this Deed of Trust shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address stated below, except for any notice required under paragraph 18 hereof to be given to Borrower in the manner prescribed by applicable law. Any notice provided for in this Deed of Trust shall be deemed to have been given to Borrower when given in the manner designated herein.

15. Uniform Deed of Trust; Governing Law; Severability. This form of deed of trust combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. This Deed of Trust shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Deed of Trust or the Note conflicts with applicable law, such conflicts shall not affect other provisions of this Deed of Trust or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Deed of Trust and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be furnished a conformed copy of this Deed of Trust at the time of execution or after recordation hereof.

17. Transfer of the Property; Assumption. If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Deed of Trust, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Lender may, at Lender's option, declare all the sums secured by this Deed of Trust to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale or transfer, Lender and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sums secured by this Deed of Trust shall be at such rate as Lender shall request. If Lender has waived the option to accelerate provided in this paragraph 17 and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Deed of Trust and the Note.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 14 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the

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expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 18 hereof.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

18. Acceleration Remedies. Except as provided in paragraph 17 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Deed of Trust, including the covenants to pay when due any sums secured by this Deed of Trust, Lender prior to acceleration shall mail notice to Borrower as provided in paragraph 14 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Deed of Trust and sale of the Property. If the breach is not cured on or before the date specified in the notice, Lender at Lender's option may declare all of the sums secured by this Deed of Trust to be immediately due and payable without further demand, and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable attorney's fees.

If Lender invokes the power of sale, Lender shall send to Borrower, in the manner provided in paragraph 14 hereof, notice of Lender's election to sell the Property. Trustee shall give notice of sale by public advertisement for the time and in the manner prescribed by applicable law. Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder for cash at such time and place in DeSoto County as Trustee designates in the notice of sale in one or more parcels and in such order as Trustee may determine. Lender or Lender's designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property so sold without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all costs and expenses of the sale, including, but not limited to, reasonable Trustee's and attorney's fees and costs of title evidence; (b) to all sums secured by this Deed of Trust; and (c) the excess, if any, to the person or persons legally entitled thereto.

19. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Deed of Trust, Borrower shall have the right to have any proceedings begun by Lender to enforce this Deed of Trust discontinued at any time prior to sale of the Property pursuant to the power of sale contained in this Deed of Trust or at any time prior to entry of a judgment enforcing this Deed of Trust if: (a) Borrower pays Lender all sums which would be then due under this Deed of Trust, the Note and notes securing Future Advances, if any, had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Deed of Trust; (c) Borrower pays all reasonable expenses incurred by Lender and Trustee in enforcing the covenants and agreements of Borrower contained in this Deed of Trust and in enforcing Lender's and Trustee's remedies as provided in paragraph 18 hereof, including reasonable attorney's fees; and (d) Borrower takes such action as Lender may reasonable require to assure that the lien of this Deed of Trust, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Deed of Trust shall continue unimpaired. Upon such payment and cure by Borrower, this Deed of Trust and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

20. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 18 hereof or abandonment of the Property, Lender, in person, by agent or by judicially appointed receiver shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the Receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Deed of Trust. Lender and the receiver shall be liable to account only for those rents actually received.

21. Future Advances. Upon request of Borrower, Lender, at Lender's option prior to release of this Deed of Trust, may make Future Advances to Borrower. Such Future Advances, with interest thereon, shall be secured by this Deed of Trust when evidenced by promissory notes stating that said notes are secured hereby.

22. Release. Upon payment of all sums secured by this Deed of Trust, Lender or Trustee shall cancel this Deed of Trust without charge to Borrower. If Trustee is requested to cancel this Deed of Trust, all notes evidencing indebtedness secured by this Deed of Trust shall be surrendered to Trustee.

23. Substitute Trustee. Lender at Lender's option may from time to time remove Trustee and appoint a successor Trustee to any Trustee appointed hereunder by instrument recorded in the county in which this Deed of Trust is recorded. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon the Trustee herein and by applicable law.

IN WITNESS WHEREOF, Borrower has executed this Deed of Trust

John W. Scruggs
John W. Scruggs —Borrower

Imogene T. Scruggs
Imogene T. Scruggs —Borrower

7286 Deerbrook Road
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 W. Scruggs and wife, Imogene T. Scruggs 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 20th day of November, A.D., 1975.

My Commission expires:

January 16, 1977

Jaime B. Young
Notary Public

STATE OF MISSISSIPPI, DeSOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock and 40 minutes A.M. 24 Nov. 1975 and that the Book No. _____

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 Nov. 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 24 day of Nov. 1975.
Fees \$5.50 pd.

SEAL *H. P. Ferguson* CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK
219 PAGE 390
THIS 14 DAY OF Jan. 1977
H. D. Johnson
CHANCERY CLERK

DEED OF TRUST

FOR VALUE RECEIVED, the undersigned FIRST REALTY BUILDING CORPORATION

hereinafter designated "Grantor," conveys and warrants to ROMAN H. TAYLOR

as Trustee, the following described property, located in DESOTO

County, Mississippi, to-wit:

Lot 429 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:

\$ 34,450.00 Thirty Four Thousand, Four Hundred Fifty and no/100 dollars due on or before
May 17, 1976, with interest payable at maturity

(10%)

bearing interest at the rate of ten percent per annum from date, together with attorney's fees as therein provided.

(B) Also to secure any other indebtedness heretofore, now or hereafter contracted with the Beneficiary by the Grantor or Grantors herein, or either of them, whether such other indebtedness be evidenced by note, open account, overdraft, or any other manner whatsoever, including also any indebtedness of any Grantor made individually or as joint maker, surety, endorser, or guarantor.

(C) Also to secure the payment of any sum which may be expended by the Beneficiary or any owner or holder of the indebtedness secured hereby for taxes, insurance, and other items in the protection of this security. Such payments shall be at the option of the Beneficiary or any holder of the afore-described indebtedness and shall bear interest at the rate of eight percent per annum from date and be payable on demand.

(D) Also to secure any renewal, reamortization or extension of all or any part of any of the above-described indebtedness; and further to secure the performance and fulfillment of all the obligations, agreements and covenants of this trust and contract.

II. The Grantor or Grantors covenant, agree, and bind themselves, as follows: (1) To promptly fulfill and comply with all of the terms and conditions expressed and provided for in the note or notes secured hereby; (2) To pay all indebtedness secured hereby promptly when due and payable; (3) To carry, with usual loss payable clause, such as fire, tornado and other insurance on the property covered hereby as may be required by the Beneficiary or any holder of the afore-described indebtedness, and all such insurance policies shall be deposited with the Beneficiary; (4) To pay all taxes upon said property; (5) To keep said property free of all other liens and not to use it for any illegal purpose; (6) To keep the improvements thereon in reasonable repair and not permit waste of said property; and (7) Not to sell or dispose of any of the property covered by this Deed of Trust before all the indebtedness secured hereby is fully paid.

III. All payments made, as well as the proceeds of all property described in this Deed of Trust and all collaterals held by said Beneficiary or the holder of the indebtedness secured by this Deed of Trust, whether such collaterals are placed to secure the indebtedness herein set forth or any other indebtedness to said Beneficiary or the holder of the indebtedness described in this Deed of Trust, as well as the proceeds of same, may be applied by the Beneficiary or the holder of the indebtedness secured by this Deed of Trust as they deem to their best interest and at their election.

IV. Should the Grantor or Grantors pay all indebtedness of every nature secured hereby and keep and perform all covenants herein undertaken, then this Deed of Trust shall be void.

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V. If said Grantor or Grantors shall make default in the payment of the note or notes or any installment thereon or any other indebtedness secured hereby when due and payable, or if Grantor or Grantors shall violate or breach any covenant herein contained, or if any Grantor shall have made any untrue statement in reference to the property conveyed herein as security, then, in either event, the entire indebtedness secured hereby shall, at the option of the Beneficiary or the owner or holder of said indebtedness become due and payable for the purpose of suit and/or foreclosure; and the Trustee herein named or his successor or successors shall, at the request of the Beneficiary acting by and through any officer or of any owner of the indebtedness secured hereby, take possession of said property and sell the same or a sufficiency thereof to pay said indebtedness. Said sale shall be for cash to the highest bidder and as to real property shall be in accordance with Section 888 and amendments thereto of the Mississippi Code of 1942; and as to personal property shall be at such time, place and upon such notice as is required by law for the sheriff's sale of like property made under execution; and in case said land is situated in more than one county, the sale may be made in either county at the Trustee's discretion but shall be advertised in all counties where situated; and in case of personal property, it shall not be necessary that the Trustee actually have such property on hand at the place of sale. Out of the proceeds of the sale, the Trustee shall pay all indebtedness of every kind secured by this Deed of Trust, including a reasonable trustee's fee and the expenses of executing this trust.

VI. The Beneficiary or any holder of the indebtedness secured hereby may, at pleasure, appoint another person or succession of persons to act as Trustee herein, and such appointee or substitute shall have all such powers in the execution of this trust as are vested in the Trustee herein named. Such appointment by the Beneficiary may be made by any officer thereof.

VII. If, at any time, said Trustee, his successor, or successors, shall believe that the property covered by this instrument or any part thereof is endangered as security for the indebtedness secured hereby, he may take possession of such property and sell the same and apply the proceeds all as hereinbefore provided in case of default in payment of said indebtedness or any part thereof, or he may hold the same until the maturity of the indebtedness secured hereby; and in the event he should hold the same or any part thereof, all of the expenses of so doing which may be furnished by the Beneficiary shall bear interest at the rate of eight percent per annum and be secured by this instrument.

VIII. Whenever in this Deed of Trust, the context so requires, the singular number shall include the plural and the plural, the singular.

IX. In case of foreclosure and sale of the property herein conveyed, the Beneficiary or any owner or holder of the notes secured hereby shall have the same right to purchase at said sale as if a stranger to this instrument.

Witness the signature of the Grantor, this 17th day of November 1975.

First Realty Building Corporation
 BY: Charles E. Downs
 Charles E. Downs, President

STATE OF MISSISSIPPI)
 COUNTY OF DeSoto)

Personally appeared before me, the undersigned authority in and for said County and State, the within-named
Charles E. Downs, President of First Realty Building Corporation

who acknowledged that he signed and delivered the foregoing trust deed on the day and year therein mentioned.

Given under my hand and official seal, this 17th day of November 1975.

James B. Young Notary Public
 My Commission Expires January 16, 1977



By _____ of _____ Page _____ of _____ and the same on the 24 day of _____ was filed for County, here in _____ I, the undersigned, Clerk of said County, here in _____ do hereby certify that the within instrument was filed for record at _____ o'clock _____ minutes A M. 24 day of Nov. 1975, and that the same has been recorded in Book 193 Page 403 records of REAL ESTATE TRUST DEEDS of said County.

STATE OF MISSISSIPPI, DESOTO COUNTY
 I certify that the within instrument was filed for record at 10 o'clock no minutes A M. 24 day of Nov. 1975, and that the same has been recorded in Book 193 Page 403 records of REAL ESTATE TRUST DEEDS of said County.
 Witness my hand and seal this the 24 day of Nov. 1975.

Fees \$ 3.50 pd.

SEAL H. P. Ferguson CLERK

A S S I G N M E N T

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and other valuable considerations, the receipt, amount and sufficiency of which is hereby acknowledged, the undersigned does hereby transfer, sell, assign and deliver unto

Government National Mortgage Association
of Washington, D. C., that certain Deed of Trust
executed by

John P. Craft and wife, Debra J. Craft
to G. L. Oates, Trustee for the use and benefit of Wortman & Mann, Inc. beneficiary on the 6th day of November, 1975 encumbering certain lands in the County of DeSoto, State of Mississippi, which said Deed of Trust is recorded in Book 193 at Page 34 in the Office of the Chancery Clerk of DeSoto County

Mississippi, all our right, title and interest in and to said Deed of Trust and the lands described therein, together with the indebtedness in the original principal amount of \$ 33,250.00 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 November, 1975

WORTMAN & MANN, INC.

BY: [Signature]
Thomas J. Tompkins, Vice President

ATTEST:

BY: Charles M. Kelly
Charles M. Kelly, Vice President
STATE OF MISSISSIPPI
COUNTY OF HINDS

Personally appeared before me, the undersigned authority in and for the aforesaid jurisdiction, the within named Thomas J. Tompkins and Charles M. Kelly, who acknowledged that they, as Vice President and Vice President respectively, for and on behalf of and by authority of said Wortman & Mann, Inc, signed and delivered the above and foregoing instrument and affixed the corporate seal of said corporation thereto on the day and year therein mentioned for the intent and purpose therein expressed.

Given under my hand and official seal of office, this 21st day of November, 1975

My Commission Expires August 2, 1979

[Signature]
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock no minutes A.M. 24 day of Nov. 1975, and that the same has been recorded in Book 193 Page 405 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 24 day of Nov. 1975.

Fees \$ 2.50 pd.

SEAL [Signature] CLERK

ASSIGNMENT

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and other valuable considerations, the receipt, amount and sufficiency of which is hereby acknowledged, the undersigned does hereby transfer, sell, assign and deliver unto

Government National Mortgage Association of Washington, D. C., that certain Deed of Trust executed by

Paul David Boardman and wife, Sharon Venable Boardman to G. L. Oates, Trustee for the use and benefit of Wortman & Mann, Inc. beneficiary on the 28th day of October, 1975 encumbering certain lands in the County of DeSoto, State of Mississippi, which said Deed of Trust is recorded in Book 192 at Page 554 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 \$ 32,450.00 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 November, 1975

WORTMAN & MANN, INC.

BY: [Signature]
Thomas J. Tompkins, Vice President

ATTEST:
BY: [Signature]
Charles M. Kelly, Vice President
STATE OF MISSISSIPPI
COUNTY OF HINDS

Personally appeared before me, the undersigned authority in and for the aforesaid jurisdiction, the within named Thomas J. Tompkins and Charles M. Kelly, who acknowledged that they, as Vice President and Vice President respectively, for and on behalf of and by authority of said Wortman & Mann, Inc, signed and delivered the above and foregoing instrument and affixed the corporate seal of said corporation thereto on the day and year therein mentioned for the intent and purpose therein expressed.

Given under my hand and official seal of office, this 21st day of November, 1975

My Commission Expires August 2, 1979

[Signature]
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock no minutes AM 24 day of Nov, 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 24 day of Nov, 1975.

Fees \$ 2.50 pd.

SEAL [Signature] CLERK

848 C-1 MISS

RELEASE OF REAL ESTATE DEED OF TRUST

KNOW ALL MEN BY THESE PRESENTS: That whereas Wade C. Bell and Pauline Bell
(NAMES OF SUBSCRIBERS)
 by Deed of Trust dated April 23 19 73, and recorded May 4
(MONTH AND DAY) (MONTH AND DAY)
 19 73, in the office of the Clerk of the Chancery Court of the County of DeSoto, Mississippi,
 in Book 158 at page 344 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 considera-
 tion 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, can-
 celed and forever discharged.

Witness my hand and seal this 10th day of November, 19 75
P. M. Staggs
 TRUSTEE

STATE OF MISSISSIPPI)
 COUNTY OF DeSoto) SS:
 Personally appeared before me, the undersigned authority, the within named P. M. Staggs

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 10th day of November, 19 75



T. A. Clouse
 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
40 minutes A. M. 24 day of Nov., 1975, and that the same has been
 recorded in Book 193 Page 409 records of REAL ESTATE TRUST DEEDS
 of said County.

Witness my hand and seal this the 24 day of Nov., 1975.

Fees \$ 2.50 pd.

SEAL H. P. Ferguson, CLERK

D/C BR.

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 January 75, made and executed by Reeves-Williams, Inc.,

a Mississippi Corporation 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. 182 on page 475

of the Record of Trust Deeds, on the 10th day of January 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 30th day of November, 19 75.

THE HERNANDO BANK

[Signature]
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 November, A. D. 19 75



[Signature]
Elois M. Barbee

LAWRENCE-GREENWOOD 37344

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 40 minutes A M, 24 day of Nov., 1975, and that the same has been recorded in Book 193 Page 408 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 24 day of Nov., 1975.

Fees \$ 2.50 pd.

SEAL *[Signature]* CLERK

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.

Joseph C. McMinn (SEAL)
Joseph C. McMinn (SEAL)
Mary J. McMinn (SEAL)
Mary J. McMinn (SEAL)

STATE OF MISSISSIPPI } ss. Acknowledgment.
COUNTY OF DESOTO
Personally appeared before me, the undersigned Joseph C. McMinn and wife, Mary J. McMinn
in and for the State and County aforesaid, the within-named Joseph C. McMinn and wife, Mary J. McMinn
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 12th day of Nov. 1975
Notary Public.

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nd wife,
Clayborne
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Clerk
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day of
A. D. 19
has been this day
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al seal, fixed this
19
Clerk.
Pat. L. Bank

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock
minutes 0 M. 24 day of Nov. 1975, and that the same has been
recorded in Book 192 Page 409 records of REAL ESTATE TRUST DEEDS
of said County.
Witness my hand and seal this the 24 day of Nov. 1975.
Fees \$ 3.00 pd.
SEAL H. P. Ferguson CLERK

ASSIGNMENT OF DEED OF TRUST

FOR AND IN CONSIDERATION of the sum of One (\$1.00), Dollar and Other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby assign, set over, and transfer unto S&W CONSTRUCTION COMPANY OF TENN., INC., / A Tennessee Corporation, all right, title and interest in and to that certain Deed of Trust executed for the benefit of Ronald M. Moody and wife, Dayna L. Moody, dated July 28, 1975, recorded in Book 189 at Page 275 of the Land Trust Deed Records of DeSoto County, Mississippi, together with a note evidencing the indebtedness secured thereby in the original principal amount of \$5,800.00

This the 14th day of November, 1975

NORTH MISSISSIPPI SAVINGS & LOAN ASSOCIATION

By: [Signature]
Secretary
(OFFICIAL TITLE)

STATE OF MISSISSIPPI
COUNTY OF LAFAYETTE

This day personally appeared before the undersigned Notary Public in and for the State and County aforesaid the within and above named [Signature] Secretary (OFFICIAL TITLE) of North Mississippi Savings and Loan Association, who acknowledged that he signed and delivered the foregoing Assignment of Deed of Trust on the day and year therein mentioned.

WITNESS my hand and seal Notarial this 14th day of November, 1975.

[Signature]
NOTARY PUBLIC

MY COMMISSION EXPIRES APRIL 9, 1979



STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 8 o'clock 50 minutes A M. 20 day of Nov. 1975, and that the same has been recorded in Book 193 Page 411 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 25 day of Nov. 1975.
Fees \$ 2.50 pd.
SEAL [Signature] CLERK

ORDER TO CLERK TO CANCEL DEED OF TRUST

STATE OF MISSISSIPPI
COUNTY OF DESOTO

KNOW ALL MEN BY THESE PRESENTS: That Southaven Land Co., Inc., the beneficiary, does hereby certify that a certain Trust Deed bearing date the 30th day of October, 1972 made and executed by DeSoto Baptist Association to J. Stanley McNeese to Southaven Land Co., Inc. and recorded in the office of the Chancery Clerk of DeSoto County, State of Mississippi in Real Estate Trust Deed Book 150, page 45 on the 3rd day of November, 1972 is now fully paid and satisfied, and the undersigned beneficiary hereby offers the Chancery Clerk of DeSoto County to enter satisfaction and certificate of payment in full upon this instrument and that this order be recorded in the records of said county, also as provided by law.

SOUTHAVEN LAND CO., INC.
BY: Fred E. Jones
Fred E. Jones, 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, Fred E. Jones, who severally acknowledged that he is President of the above named corporation, and that for and on behalf of said corp., and as its act and deed he signed and delivered the above and foregoing instrument on the day and date therein mentioned, he having been first duly authorized so to do.

GIVEN under my hand and official seal of office this the 13th day of November, 1975.

My commission expires:

My Commission Expires July 10, 1975

James G. Whitman
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. 24 day of Nov 1975, and that the same has been recorded in Book 193 Page 412 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 25 day of Nov. 1975.

Fees \$ 2.50 pd.

SEAL H. P. Ferguson, CLERK

Lot 2425, Sec. L., Southaven West

STATE OF MISSISSIPPI
COUNTY OF DESOTO

KNOW ALL MEN BY THESE PRESENTS: That Commercial and Industrial Bank of Memphis, Tennessee the beneficiary, does hereby certify that a certain trust deed bearing date the _____ day of _____, 1975, made and executed by William Martin Tucker and Linda Jean C. Tucker of Southaven, Mississippi, to Commercial and 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. 185 on page 299 of the Record of Trust Deeds, on the 1st day of May, 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 19th day of November, 1975.

COMMERCIAL AND INDUSTRIAL BANK

By: Tommy Ramer
Tommy Ramer - Asst. Cashier

STATE OF Tennessee
COUNTY OF Shelby

PERSONALLY appeared before me, the undersigned authority of law in and for the jurisdiction aforesaid, the within named Tommy Ramer who acknowledged that as Assistant Cashier for and on behalf of and by authority of COMMERCIAL AND INDUSTRIAL BANK, he signed the above and foregoing instrument and delivered said instrument on the day and year therein mentioned.

GIVEN UNDER MY HAND and seal of office, this the 19th day of November, 1975.



Albert Johnson
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. 24 day of Nov. 1975, and that the same has been recorded in Book 193 Page 413 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 25 day of Nov. 1975.
Fees \$ 2.50 pd.

SEAL H. P. Ferguson CLERK

Lot 1255, Greenbrook - Boggan

ORDER TO CLERK TO CANCEL DEED OF TRUST

TO THE CHANCERY CLERK OF
DESOTO COUNTY, MISSISSIPPI:

KNOW ALL MEN BY THESE PRESENTS: That Wortman & Mann, Inc., the beneficiary, does hereby certify that a certain trust deed bearing the date of the 21st day of November, 1975, made and executed by Virden Homes, Inc., to the above named beneficiary, and recorded in the office of the Chancery Clerk of DeSoto County, in the State of Mississippi in Land Trust Deed Record No. 181, on Page 587, of the Record of Trust Deeds, on the 3rd day of December, 1974, is now fully paid and satisfied; and I/We do hereby authorize the Clerk of the Chancery Court of said DeSoto County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of said County also as provided by law.

WITNESS our signatures this the 19th day of November, 1975.



WORTMAN & MANN, INC.

Raymond Miller
Raymond Miller, Vice President

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 of law in and for the jurisdiction aforesaid, the within named James N. C. Moffat, III, and Raymond Miller, who acknowledged that as Vice President and Vice President respectively, for and on behalf of and by authority of WORTMAN & MANN, 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 19th day of November, 1975.



Sarah S. 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 2 o'clock 10 minutes PM 24 day of Nov. 1975, and that the same has been recorded in Book 193 Page 414 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 25 day of Nov. 1975.

Fees \$ 2.50 pd.

SEAL H. P. Ferguson, CLERK

CANCELLED BY AUTHORITY. RECORDED IN BOOK

625 PAGE 580
THIS 19 DAY OF Feb. 19 93

W. E. Davis
Chancery Clerk by J. Maham, OC

Assignment with Instrument K
Real estate T/O
422 Page 693
Date the 7th day of Dec. 19 87

H. H. Ferguson
by D. Taylor, S.C.

415

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 21, 1975,
(Date)

by and between the undersigned ROGER L. HARVILLE and wife, BRENDA B. HARVILLE

residing in Walls, DeSoto County, Mississippi, whose post office
address is 227 Ashford Drive, Walls, Mississippi 38680

grantor(s), herein called "Borrower," and Aaron R. Goolsby

as trustee, herein called "Trustee," and the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture, beneficiary, herein called the "Government," WITNESSETH THAT:

WHEREAS, Borrower is justly indebted to the Government as evidenced by one or more certain promissory note(s) or assumption agreement(s), herein called "note" (if more than one note is described below, the word "note" as used herein shall be construed as referring to each note singly or all notes collectively, as the context may require), said note being executed by Borrower, being payable to the order of the Government in installments as specified therein, authorizing acceleration of the entire indebtedness at the option of the Government upon any default by Borrower, and being further described as follows:

<u>Date of Instrument</u>	<u>Principal Amount</u>	<u>Annual Rate of Interest</u>	<u>Due Date of Final Installment</u>
November 21, 1975	\$20,750.00	8 1/8%	November 21, 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 117, Section B, Twin Lakes Subdivision, in Section 6, Township 2 South, Range 8 West, as shown on a map or plat thereof recorded in Plat Book 7, Page 52, in the office of the Chancery Clerk of DeSoto County, Mississippi, to which plat reference is hereby made for a more particular description of said property.

Subject to the following exceptions:

- (1) The restrictive covenants contained in instrument executed by DeSoto Development Corporation, Owner, filed for record October 16, 1970, in the office of the Chancery Clerk of DeSoto County, Mississippi, and recorded in said office in Plat Book 7, Page 52. The policy (when written) insures that the said restrictive covenants do not contain a reversionary clause or forfeiture clause, the provisions thereof have not been violated to date, and any future violation thereof will not cause a reversion or forfeiture of the title and will not affect the validity or priority of the lien hereby insured.
- (2) Taxes for the year 1975, which are not yet due and payable.
- (3) Rights of way for public roads and public utilities.
- (4) Subdivision and zoning regulations in effect in DeSoto County, Mississippi.
- (5) Mechanics' and materialmen's lien claims not shown of record.
- (6) Any unrecorded rights of way and/or easements.
- (7) Subject to an accurate and up-to-date survey of said premises and to such easements and encroachments as might be shown by such survey.

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 the 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 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 request 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 purchased 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 Borrower owing to or insured by the Government, and (e) any balance to Borrower. In case the Government is the successful bidder at foreclosure or other sale of all or any part of the property, the Government may pay its share of the purchase price by crediting such amount on any debts of Borrower owing to or insured by the Government, in the order prescribed above.

- (21) All powers and agencies granted in this instrument are coupled with an interest and are irrevocable by death or otherwise; and the rights and remedies provided in this instrument are cumulative to remedies provided by law.
- (22) Borrower recognizes that, pursuant to Federal law, the Government will not be bound by any present or future State laws, (a) providing for valuation, appraisal, homestead or exemption of the property, (b) prohibiting maintenance of an action for a deficiency judgment or limiting the amount thereof or the time within which such action must be brought, (c) prescribing any other statute of limitations, (d) allowing any right of redemption or possession following any foreclosure sale, or (e) limiting the conditions which the Government may by regulation impose, including the interest rate it may charge, as a condition of approving a transfer of the property to a new Borrower. Borrower expressly waives the benefit of any such State laws. Borrower hereby relinquishes, waives, and conveys all rights, inchoate or consummate, of descent, dower, and curtesy.
- (23) If any part of the loan for which this instrument is given shall be used to finance the purchase, construction or repair of property to be used as an owner-occupied dwelling (a) neither he nor anyone authorized to act for him will, after receipt of a bona fide offer, refuse to negotiate for its sale or rental, or will otherwise make unavailable or deny said property, to anyone because of race, color, religion or national origin and (b) Borrower recognizes as illegal and hereby disclaims and will not comply with or attempt to enforce any restrictive covenants on said property relating to race, color, religion or national origin.
- (24) This instrument shall be subject to the present regulations of the Farmers Home Administration, and to its future regulations not inconsistent with the express provisions hereof.
- (25) Notices given hereunder shall be sent by certified mail, unless otherwise required by law, addressed, unless and until some other address is designated in a notice so given in the case of the Government to Farmers Home Administration, United States Department of Agriculture, at Jackson, Mississippi 39201, and in the case of Borrower to him at his post office address stated above.
- (26) If any provision of this instrument or application thereof to any person or circumstances is held invalid, such invalidity will not affect other provisions or applications of the instrument which can be given effect without the invalid provision or application, and to that end the provisions hereof are declared to be severable.

WITNESS the signature(s) of Borrower the day and year first above written.

Roger L. Harville
Roger L. Harville

Brenda B. Harville
Brenda B. Harville
ACKNOWLEDGMENT

STATE OF MISSISSIPPI
COUNTY OF DESOTO

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within-named Roger L. Harville and Brenda B. Harville, 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 21st day of November, 1975.



Subbie M. Braswell
(Signature)
Notary Public
(Title)

My Commission Expires: Feb. 19, 1976

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 2 o'clock 10 minutes P M. 24 day of November 1975, and that the same has been recorded in Book 193 Page 415 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 25 day of November 1975.
Fees \$5.00 pd.

SEAL *H. P. Ferguson*, CLERK

REAL ESTATE DEED OF TRUST FOR MISSISSIPPI

THIS INDENTURE, made and entered into this day, November 21, 1975
(Date)

by and between the undersigned KENNETH L. SCALLORN and wife, DONNA R. SCALLORN

residing in DeSoto County, Mississippi, whose post office
address is 5103 Crestwood Cove, Walls, Mississippi 38680

grantor(s), herein called "Borrower," and Aaron R. Goolsby

as trustee, herein called "Trustee," and the United States of America, acting through the Farmers Home Administration,
United States Department of Agriculture, beneficiary, herein called the "Government," WITNESSETH THAT:

WHEREAS, Borrower is justly indebted to the Government as evidenced by one or more certain promissory note(s) or
assumption agreement(s); herein called "note" (if more than one note is described below, the word "note" as used herein
shall be construed as referring to each note singly or all notes collectively, as the context may require), said note being
executed by Borrower, being payable to the order of the Government in installments as specified therein, authorizing
acceleration of the entire indebtedness at the option of the Government upon any default by Borrower, and being further
described as follows:

<u>Date of Instrument</u>	<u>Principal Amount</u>	<u>Annual Rate of Interest</u>	<u>Due Date of Final Installment</u>
November 21, 1975	\$23,200.00	9%	November 21, 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 627, in Section D, Twin Lakes Subdivision, situated in Section 6, Township 2
South, Range 8 West, according to a map or plat thereof recorded in Plat Book 10,
Pages 32 and 33, in the office of the Chancery Clerk for DeSoto County, Mississippi.

FULLY PAID AND SATISFIED, 11/25/79
UNITED STATES DEPARTMENT OF AGRICULTURE, FARMERS HOME
ADMINISTRATION
COUNTY CLERK
COUNTY OF DE SOTO, MISSISSIPPI
ATTEST: Rufus D. White
COUNTY CLERK
BY D. W. McLean, D.C.

Subject to the following exceptions:

- (1) The restrictive covenants contained in instrument executed by DeSoto Development Corporation, Owner, filed for record October 9, 1972, in the office of the Chancery Clerk of DeSoto County, Mississippi, and recorded in said office in Plat Book 10, Pages 32 and 33. Further insures that the said restrictive covenants do not contain a reversionary or forfeiture clause, the provisions thereof have not been violated to date, and any future violation thereof will not cause a reversion or forfeiture of the title and will not affect the validity or priority of the lien hereby insured.
- (2) Taxes for the year 1975, not yet due and payable.
- (3) Rights of way for public roads and public utilities.
- (4) Subdivision and zoning regulations in effect in DeSoto County, Mississippi.
- (5) Mechanics and materialmen's lien claims not shown of record.
- (6) Right of Way instrument executed by DeSoto Development Corporation, Owner, to Mississippi Power & Light Co., dated September 5, 1972, securing a five (5) foot utility easement along rear and side lot lines, and recorded in the office of the Chancery Clerk of DeSoto County, Mississippi, in Book 100, Page 377.
- (7) Any unrecorded rights of way or easements; and any discrepancies, conflicts, encroachments or shortages in area and boundaries which a current and correct survey would show.

together with all rights, interests, easements, hereditaments and appurtenances thereunto belonging, the rents, issues, and profits thereof and revenues and income therefrom, all improvements and personal property now or later attached thereto or reasonably necessary to the use thereof, including, but not limited to, ranges, refrigerators, clothes washers, clothes dryers, or carpeting purchased or financed in whole or in part with loan funds, all water, water rights, and water stock pertaining thereto, and all payments at any time owing to Borrower by virtue of any sale, lease, transfer, conveyance, or condemnation of any part thereof or interest therein all of which are herein called "the property":

IN TRUST, NEVERTHELESS, (a) at all times when the note is held by the Government, or in the event the Government should assign this instrument without insurance of the payment of the note, to secure prompt payment of the note and any renewals and extensions thereof and any agreements contained therein, including any provision for the payment of an insurance or other charge, (b) at all times when the note is held by an insured holder, to secure performance of Borrower's agreement herein to indemnify and save harmless the Government against loss under its insurance contract by reason of any default by Borrower, and (c) in any event and at all times to secure the prompt payment of all advances and expenditures made by the Government, with interest, as hereinafter described, and the performance of every covenant and agreement of Borrower contained herein or in any supplementary agreement.

BORROWER for himself, his heirs, executors, administrators, successors and assigns COVENANTS AND AGREES as follows:

- (1) To pay promptly when due any indebtedness to the Government hereby secured and to indemnify and save harmless the Government against any loss under its insurance of payment of the note by reason of any default by Borrower. At all times when the note is held by an insured holder, Borrower shall continue to make payments on the note to the Government, as collection agent for the holder.
- (2) To pay to the Government such fees and other charges as may now or hereafter be required by regulations of the Farmers Home Administration.
- (3) If required by the Government, to make additional monthly payments of 1/12 of the estimated annual taxes, assessments, insurance premiums and other charges upon the mortgaged premises.
- (4) Whether or not the note is insured by the Government, the Government may at any time pay any other amounts required herein to be paid by Borrower and not paid by him when due, as well as any costs and expenses for the preservation, protection, or enforcement of this lien, as advances for the account of Borrower. All such advances shall bear interest at the rate borne by the note which has the highest interest rate.
- (5) All advances by the Government as described in this instrument, with interest, shall be immediately due and payable by Borrower to the Government without demand at the place designated in the latest note and shall be secured hereby. No such advance by the Government shall relieve Borrower from breach of his covenant to pay. Any payment made by Borrower may be applied on the note or any indebtedness to the Government secured hereby, in any order the Government determined.
- (6) To use the loan evidenced by the note solely for purposes authorized by the Government.

- (7) To pay when due all taxes, liens, judgments, encumbrances, and assessments lawfully attaching to or assessed against the property, including all charges and assessments in connection with water, water rights, and water stock pertaining to or reasonably necessary to the use of the real property described above, and promptly deliver to the Government without demand receipts evidencing such payments.
- (8) To keep the property insured as required by and under insurance policies approved by, delivered to, and retained by the Government.
- (9) To maintain improvements in good repair and make repairs required by the Government; operate the property in a good and husbandmanlike manner; comply with such farm conservation practices and farm and home management plans as the Government from time to time may prescribe; and not to abandon the property, or cause or permit waste, lessening or impairment of the security covered hereby, or, without the written consent of the Government, cut, remove, or lease any timber, gravel, oil, gas, coal, or other minerals except as may be necessary for ordinary domestic purposes.
- (10) To comply with all laws, ordinances, and regulations affecting the property.
- (11) To pay or reimburse the Government for expenses reasonably necessary or incidental to the protection of the lien priority hereof and to the enforcement of or the compliance with the provisions hereof and of the note and any supplementary agreement (whether before or after default), including but not limited to costs of evidence of title to and survey of the property, costs of recording this and other instruments, attorneys' fees, trustees' fees, court costs, and expenses of advertising, selling, and conveying the property.
- (12) Neither the property nor any portion thereof or interest therein shall be leased, assigned, sold, transferred, or encumbered, voluntarily or otherwise, without the written consent of the Government. The Government shall have the sole and exclusive rights as mortgagee hereunder, including but not limited to the power to grant consents, partial releases, subordinations, satisfaction, and no insured holder shall have any right, title or interest in or to the lien or any benefits hereof.
- (13) At all reasonable times the Government and its agents may inspect the property to ascertain whether the covenants and agreements contained herein or in any supplementary agreement are being performed.
- (14) The Government may extend and defer the maturity of and renew and reamortize the debt evidenced by the note or any indebtedness to the Government secured hereby, release from liability to the Government any party so liable thereon, release portions of the property from and subordinate the lien hereof, and waive any other rights hereunder, without affecting the lien or priority hereof or the liability to the Government of Borrower or any other party for payment of the note or indebtedness secured hereby except as specified by the Government in writing.
- (15) If at any time it shall appear to the Government that Borrower may be able to obtain a loan from a production credit association, a Federal land bank, or other responsible cooperative or private credit source, at reasonable rates and terms for loans for similar purposes and periods of time, Borrower will, upon the Government's request, apply for and accept such loan in sufficient amount to pay the note and any indebtedness secured hereby and to pay for any stock necessary to be purchased in a cooperative lending agency in connection with such loan.
- (16) The power to appoint a substitute trustee is hereby granted to the Government and its assigns, to be exercised at any time hereafter, without notice and without specifying any reason therefor, by filing for record in the office where this instrument is recorded an instrument of appointment, whereupon the substitute trustee shall succeed to all the estates, rights, powers, and trusts herein granted to or vested in Trustee, and the former trustee or substitute trustee shall be divested thereof; and notice of the exercise of this power and any requirement of, or right to require, a bond from any trustee hereunder, are hereby waived.
- (17) Default hereunder shall constitute default under any other real estate, or under any personal property or other, security instrument held or insured by the Government and executed or assumed by Borrower, and default under any such other security instrument shall constitute default hereunder.
- (18) SHOULD DEFAULT occur in the performance or discharge of any obligation in this instrument or secured by this instrument, or should any one of the parties named as Borrower die or be declared an incompetent, a bankrupt, or an insolvent, or make an assignment for the benefit of creditors, the Government, at its option, with or without notice, may: (a) declare the entire amount unpaid under the note and any indebtedness to the Government hereby secured immediately due and payable, (b) for the account of Borrower incur and pay reasonable expenses for repair or maintenance of and take possession of, operate or rent the property, (c) upon application by it and production of this instrument, without other evidence and without notice of hearing of said application have a receiver appointed for the property, with the usual powers of receivers in like cases, and (d) authorize and request Trustee to foreclose this instrument and sell the property as provided by law.
- (19) Upon default aforesaid, at the request of the Government, Trustee may foreclose this instrument by advertisement and sale of the property as provided by law, for cash or secured credit at the option of the Government, personal notice of which sale need not be served on Borrower; such sale may be adjourned from time to time without other notice than oral proclamation at the time and place appointed for such sale and correction made on the posted notices; and at such sale the Government and its agents may bid and purchase as a stranger; Trustee at his option may conduct such sale without being personally present, through his delegate authorized by him for such purpose orally or in writing, and Trustee's execution of a conveyance of the property or any part thereof to any purchaser at foreclosure sale shall be conclusive evidence that the sale was conducted by Trustee personally or through his delegate duly authorized in accordance herewith. If the property is situated in two or more counties, the sale may be held in any one of such counties selected by the Government in its sole discretion.
- (20) The proceeds of foreclosure sale shall be applied in the following order to the payment of: (a) costs and expenses incident to enforcing or complying with the provisions hereof, (b) any prior liens required by law or a competent court to be so paid, (c) the debt evidenced by the note and all indebtedness to the Government secured hereby, (d) inferior liens of record required by law or a competent court to be so paid, (e) at the Government's option, any other indebtedness of Borrower owing to or insured by the Government, and (f) any balance to Borrower. In case the Government is the successful bidder at foreclosure or other sale of all or any part of the property, the Government may pay its share of the purchase price by crediting such amount on any debts of Borrower owing to or insured by the Government, in the order prescribed above.

(21) All powers and agencies granted in this instrument are coupled with an interest and are irrevocable by death or otherwise; and the rights and remedies provided in this instrument are cumulative to remedies provided by law.

(22) Borrower recognizes that, pursuant to Federal law, the Government will not be bound by any present or future State laws, (a) providing for valuation, appraisal, homestead or exemption of the property, (b) prohibiting maintenance of an action for a deficiency judgment or limiting the amount thereof or the time within which such action must be brought, (c) prescribing any other statute of limitations, (d) allowing any right of redemption or possession following any foreclosure sale, or (e) limiting the conditions which the Government may by regulation impose, including the interest rate it may charge, as a condition of approving a transfer of the property to a new Borrower. Borrower expressly waives the benefit of any such State laws. Borrower hereby relinquishes, waives, and conveys all rights, inchoate or consummate, of descent, dower, and curtesy.

(23) If any part of the loan for which this instrument is given shall be used to finance the purchase, construction or repair of property to be used as an owner-occupied dwelling (a) neither he nor anyone authorized to act for him will, after receipt of a bona fide offer, refuse to negotiate for its sale or rental, or will otherwise make unavailable or deny said property, to anyone because of race, color, religion or national origin and (b) Borrower recognizes as illegal and hereby disclaims and will not comply with or attempt to enforce any restrictive covenants on said property relating to race, color, religion or national origin.

(24) This instrument shall be subject to the present regulations of the Farmers Home Administration, and to its future regulations not inconsistent with the express provisions hereof.

(25) Notices given hereunder shall be sent by certified mail, unless otherwise required by law, addressed, unless and until some other address is designated in a notice so given in the case of the Government to Farmers Home Administration, United States Department of Agriculture, at Jackson, Mississippi 39201, and in the case of Borrower to him at his post office address stated above.

(26) If any provision of this instrument or application thereof to any person or circumstances is held invalid, such invalidity will not affect other provisions or applications of the instrument which can be given effect without the invalid provision or application, and to that end the provisions hereof are declared to be severable.

WITNESS the signature(s) of Borrower the day and year first above written.

Kenneth L. Scallorn
Kenneth L. Scallorn

Donna R. Scallorn
Donna R. Scallorn

STATE OF MISSISSIPPI

COUNTY OF DESOTO

ACKNOWLEDGMENT

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within-named Kenneth L. Scallorn

and Donna R. Scallorn, 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 21st day of November, 19 75.



Bessie M. Busswell
(Signature)

Notary Public

(Title)

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 2 o'clock 10 minutes P M. 24 day of November 1975, and that the same has been recorded in Book 193 Page 419 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 25 day of November 1975.

Fees \$5.00 pd.

SEAL *H. P. Ferguson* CLERK

and, Satisfied and Cancelled
This 25 day of August 1975
Security Bank of Hernando
Hernando, Miss.

FOR REAL ESTATE, CHATTEL OR BOTH

FIRST DEPOSITORS TRUST,
an investment trust,
To DEED OF TRUST
SECURITY BANK OF HERNANDO,
Hernando, Mississippi,

THIS INDENTURE, Made this 25th day of August 1975
between FIRST DEPOSITORS TRUST, an investment trust (being one and
the same as FIRST HOME INVESTMENT TRUST) of the first part,
and SECURITY BANK OF HERNANDO, Hernando, Miss. of the second part.

Attest
H. P. Ferguson
Chancery Clerk
Hernando, Miss.

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 Dollars (\$7,000.00) evidenced by its one promissory note of even date and like amount herewith, bearing interest at the rate of 9% per annum from date until paid, and being due and payable on or before July 1, 1976.

and the part Y of the first part having agreed to secure the prompt payment of the same when due: Therefore, in consideration of the premises, and of the sum of One Dollar to the part Y of the first part paid by W. E. Wilroy Trustee, the part Y of the first part has this day granted, bargained, and sold to the said Trustee the following described property, located in the County of DeSoto, and state of Mississippi, viz:

The land in the Town of Hernando, DeSoto County, Mississippi, in Section 13, Township 3, Range 8, described as follows:

Beginning at the southeast corner of Lot 76, as shown by the original map of the Town of Hernando on file in the office of the Chancery Clerk; thence west along the south line of said lot 32 feet to a stake; thence north on a straight line 92 feet to a stake, said point being on Lot 73; thence east 32 feet in a straight line to the east line of Lot 73; thence south on the east line of Lots 73 and 76 a distance of 92 feet to the point of beginning, together with all improvements thereon and appurtenances thereunto belonging.

First party covenants and agrees to maintain fire and extended coverage insurance on the Von Theatre located on the above described property, with loss payable clause in favor of second party as interest may appear, during the life of this trust deed, in such amount as second party may reasonably require.

Should the Trustee at any time believe said property, or any part thereof, endangered as a security for said debt, he may then forthwith take possession of said property and sell the same as herein before directed. Should the part Y of the first part promptly pay the above stated indebtedness on or before the 1st day of July 1976, then this instrument to be void; but in default thereof the said Trustee shall take possession of said property, and after giving notice of the time, place and terms of sale, by advertisement according to law in DeSoto County, shall sell the same at public auction, to the highest bidder for cash, at such time and place as he shall designate in said advertisement. The proceeds of said sale shall be applied to the payment of said indebtedness and all costs incurred herein, and if there be a surplus, such surplus shall be refunded to the part 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 our signature S the date written above. FIRST DEPOSITORS TRUST, an investment trust
William F. Hagan - Trustee
George S. McIngvale - Trustee

STATE OF MISSISSIPPI, DeSOTO COUNTY
Personally appeared before me the undersigned authority
William F. Hagan and George S. McIngvale, Trustees of First Depositors Trust, an investment trust, being duly authorized so to do, for and on behalf of said Trust, signed and delivered the foregoing Deed of Trust on the day and year therein mentioned.

Given under my hand and official seal, this 27 day of November 1975.
(SEAL) [Signature]

STATE OF MISSISSIPPI, DeSOTO COUNTY.
Before me, [Signature] 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 50 minutes P.M. 24 day of November 1975, and that the same has been recorded in Book 193 Page 423 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 25 day of November 1975.

Fees \$ 2.50 pd.
SEAL [Signature] CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK

220 PAGE 338
5 DAY OF Jan 19 78

Assignment of this instrument Recorded in

Real Estate TID Book

No. 198 Page 407

This the 15 day of



H. G. Ferguson
CHANCERY CLERK

Assignment of this instrument Recorded in

Real Estate TID Book

No. 220 Page 340

This the 5 day of Jan 19 78

DEED OF TRUST LAND

H. G. Ferguson

THIS INDENTURE, this day made and entered into between

B. J. MANNING and wife, PATSY F. MANNING,

of the first part, hereinafter designated as the Grantor,

William H. Austin, Jr., Trustee, of the second part, hereinafter designated as Trustee, and

WILLIE F. SNEED and wife, JESLYN W. SNEED, Or Survivor,
of the third part, hereinafter designated as the Beneficiary.

WITNESSETH: That whereas the Grantor is justly indebted to the beneficiary in the full sum of
TWENTY-NINE THOUSAND FIVE HUNDRED AND NO/100 - - - - - DOLLARS
(\$29,500.00) evidenced by one(1) promissory note of even date herewith in favor of
the beneficiary, bearing interest at the rate of eight(8) per centum per - - - - - annum after
date , providing for the payment of attorney's fees in case of default and being due
and payable as follows, to-wit:

One Hundred Eighty (180) equal monthly payments of Two Hundred Eighty-One and
92/100 Dollars (\$281.92) each, beginning on the 25th day of August, 1975,
with a like payment due and payable on the 25th day of each and every successive
month thereafter, the final payment being due and payable on the 25th day of
July, 1990, 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 Dol-
lars (\$10.00) cash in hand paid by the aforesaid trustee, the receipt of which is hereby acknowledged,
the grantor does hereby convey and warrant unto the said trustee, the property situated in the

County of DeSoto,
State of Mississippi, and more particularly described as follows, to-wit:

Lot 108, in Section "A", of Lake O' The Hills Subdivision, as
shown on plat appearing of record in Plat Book 2, Pages 29-33
in the Chancery Court Clerk's Office of DeSoto County,
Mississippi, to which recorded plat reference is made for a
more particular description. Said lot being situated in
Section 20, Township 3, Range 9 West;

Together with all improvements and appurtenances thereunto
belonging, including boats, motors and miscellaneous equipment
thereto.

Together with all the hereditaments and appurtenances thereunto appertaining, as far as they may now or hereafter, during the term of this deed of trust, belong to or be used in connection with the occupancy of any building on the said land, or that may be hereafter erected thereon, all heating and ventilating apparatus, gas, electric light and other fixtures, whether attached to said premises or detached therefrom.

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary herein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment of interest as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other covenant herein contained, then and in that event the entire principal sum secured hereby with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, or the owner or holder of said note or notes, be and become at once due and payable, and the trustee herein named, or his successor or successors, shall, at the request of the beneficiary, or at the request of any owner or holder of the note or notes secured hereby, sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid. Such sale shall be made by giving notice of the time, place and terms of sale as required by Section 388 of the Mississippi Code of 1942 and amendments if any thereto, and the trustee shall make deed to the purchaser or purchasers. Should the beneficiary, or the owner or holder of the note or notes secured hereby be a corporation, then in such event a declaration of default to the trustee, and a request for sale hereunder, may be made by any officer thereof. If the land covered hereby is situated in two or more counties, or in two judicial districts of the same county, the trustee may sell the whole in any of the counties, or in either of the judicial districts of a county in which any part of the land lies. Out of the proceeds of sale the trustee shall first pay the cost of advertising and making the sale; and secondly, he shall pay whatever items may have been incurred and remain unpaid in the protection of this security; then he shall pay such of the items of indebtedness secured hereby as may be outstanding in the order of their maturity, and any balance remaining in his hands shall be delivered to the grantor, or to his proper representatives, agents or assigns.

It is agreed and understood, by and between the parties hereto that this conveyance is executed and intended to be, and is hereby made subject to the following covenants, stipulations and conditions, all of which shall be binding upon the parties hereto and each of them.

First. In addition to the indebtedness specifically mentioned above, and any and all extensions or renewals of the same, or any part thereof, this conveyance shall also cover such future and additional advances as may be made to the grantor, or either of them, by the beneficiary, not to exceed the sum of \$125,000.00, the beneficiary to be the sole judge as to whether or not such future and additional advances shall be made. In addition to all of the above, it is intended that this conveyance shall secure, and it does secure any and all debts, obligations, or liabilities, direct or contingent, of the grantor herein, or either of them, to the beneficiary, whether now existing or hereafter arising at any time before actual cancellation of this instrument on the public records of mortgages and deeds of trust, whether the same be evidenced by note, open account, over-draft, endorsement, guaranty or otherwise.

Second. The grantor will at all times during the continuance of this deed of trust keep the buildings and improvements on said premises insured against loss or damage by fire, storm, war damage and other hazard in such reliable insurance company, or companies, as may be acceptable to the beneficiary, for the maximum amount of insurance obtainable, or in such amount as may be approved by beneficiary, and all policies covering the same shall contain the proper loss payable clause, making all losses, if any, payable to the beneficiary, his successors or assigns, and shall be delivered to the beneficiary herein, or to the owner or holder of the notes secured hereby as additional security. In case of loss and payment by any insurance company, the amount of insurance money so paid shall be applied either on the indebtedness secured hereby, or in rebuilding or restoring the damaged building, or buildings, or it may be released to the grantor, as the beneficiary may elect. In the event of loss the grantor shall immediately give notice by mail to the beneficiary who may make proof of loss if same be not promptly made by the grantor. Each insurance company involved is hereby authorized, empowered and directed to make payment for any loss directly to the beneficiary instead of to the grantor and the beneficiary jointly.

Third. The grantor will pay all taxes and assessments, general or special, which may be assessed against the said land, premises or property, or upon the interest of the trustee or the beneficiary therein, or upon this deed of trust, or the indebtedness secured hereby, without regard to any law heretofore enacted or that may hereafter be enacted imposing payment of the whole or any part thereof upon either the trustee or beneficiary, and further will furnish annually to the beneficiary certificates or receipts of the proper officer showing full payment of all such taxes and assessments.

Fourth. That the rents, issues and profits of all and every part of the property here conveyed are specifically pledged to the payment of the indebtedness hereby secured, and all obligations which may accrue under the terms of this instrument. Upon the maturity of the indebtedness hereby secured, either by lapse of time or by reason of any default as herein provided, or if at any time it becomes necessary to protect the lien of this conveyance, the beneficiary, or any owner, or holder of the notes secured hereby, shall have the right to forthwith enter into and upon the property hereinbefore described and take possession thereof, and collect and apply the rents, issues and profits thereon upon the indebtedness secured hereby, or may, if it is so desired, have a receiver appointed by any court of competent jurisdiction to collect and impound the said rents, issues and profits and after paying the expense of such receivership apply the balance thereof to the payment of any indebtedness secured hereby.

Fifth. The failure on the part of the grantor to keep and perform each, any, and all of the covenants and stipulations of this deed of trust, or the passage by the State of Mississippi of any law imposing payment of the whole or any portion of any of the taxes aforesaid upon the trustee or the beneficiary, or upon the rendering by any court of competent jurisdiction of a decision that the stipulation or provision herein covering the payment of taxes or assessments is legally inoperative, shall give to the beneficiary or to the owner or holder of the notes secured hereby the option to at once declare the entire principal sum hereby secured with all interest and charges thereon, and all other amounts secured hereby at once due and demandable and to have the property advertised and sold by the trustee herein named, or his successor or successors, in accordance with the provisions of this conveyance hereinbefore set out. But in case such default consists in the failure to keep the said property insured or to pay the taxes herein required, the beneficiary, or the owner or holder of the said secured notes, may procure said insurance and pay said taxes and assessments, or redeem the property from tax sale if it has been sold; and any and all sums paid in procuring said insurance or in paying said taxes or assessments or in redeeming said property from tax sale, together with interest thereon at the rate herein stipulated from the date the same shall have been paid, shall be covered by this conveyance and shall be due and demandable on the date of the maturity of the interest installment which may become due under the terms of this instrument next after such additional items of expense are made or incurred. In case the beneficiary or the owner or holder of said secured notes elects to advance insurance premium and/or taxes, the receipt of an agent of the insurance company or companies in which said insurance is placed shall, with respect to such insurance premiums, be conclusive evidence as between the parties to this conveyance of the amount and fact of payment thereof; and the receipt of the proper public official, shall with respect to the taxes and assessments, aforesaid, be conclusive as between the parties to this conveyance of the amount and validity of said taxes or assessments and of the fact of the payment thereof.

Sixth. The beneficiary, or any owner or holder of the note secured hereby, may at pleasure, without giving formal notice to the original or any successor trustee, or to the grantor herein, and without regard to the willingness or inability of any such trustee to act, or to execute this trust, appoint another person or succession of persons to act as trustee herein, and such appointee or substitute shall have all the powers in the execution of this trust as are vested in the trustee herein named. If the beneficiary, or the owner or holder of the note secured hereby, be a corporation, such appointment may be made by its president, vice-president, assistant vice-president, secretary or treasurer.

Seventh. In case of foreclosure and sale of the property covered hereby, the beneficiary, or any owner or holder of the notes secured hereby, shall have the same right to purchase at said sale as if a stranger to this instrument.

Eighth. Grantor covenants that the premises and property covered hereby will at all times be used in a good and husbandlike manner, for lawful purposes only, and that waste will not be committed or suffered to be committed thereon.

Ninth. Whenever in this deed of trust the context so requires, the singular number shall include the plural, and the plural the singular; holder of the note or notes shall be deemed to refer to and include the owner of the debt, and the word beneficiary shall at any and all times include and mean the then holder of the note or notes secured hereby.

IN TESTIMONY WHEREOF, witness the signature of the grantor this the 25th day of July, 1975.

B. J. Manning
B. J. Manning
Patsy F. Manning
Patsy F. Manning

STATE OF MISSISSIPPI,
COUNTY OF DeSOTO

This day personally appeared before me, the undersigned authority, in and for the State and County aforesaid, the within named B. J. MANNING and wife, PATSY F. MANNING, who severally acknowledged that they signed and delivered the above and foregoing deed of trust on the day and year therein mentioned.



Given under my hand and official seal, this the 25th day of July, 1975.
My Commission Expires: _____
William H. Ruster
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. 25 day of November 1975, and that the same has been recorded in Book 193 Page 424 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 25 day of November 1975.
Fees \$ 5.00 pd.
SEAL *H. P. Terrence*

FOR REAL ESTATE, CHATTEL OR BOTH

Freddie O. Bruce

To DEED OF TRUST

Robert Bruce Fulton, et ux

THIS INDENTURE, Made this 24 day of November 1975 between Freddie O. Bruce & wife Linda Bruce

Robert Bruce Fulton and wife Gertrude Smith Fulton of the first part, of the second part,

WITNESSETH, That whereas, said party of the first part, being indebted to the said parties of the second part in the sum of Seven Thousand, Five Hundred Dollars

\$7,500.00 being due and repayable in 108 equal amortized monthly installments of \$99.60 each, the first installment due on or before the 1st day of December, 1975 and one installment due on the same day of each month thereafter until paid in full with interest amortized at the rate of 8 & 1/2 % per annum

Therefore, in consideration of the premises, and of the sum of One Dollar to the party of the first part paid by James E. Woods 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 18 and 19 Fulton Subdivision in the community of Maywood, Section 29, Township 1 South, Range 6 West as per plat thereof recorded in Book 32 page 348 in the office of the Chancery Clerk of DeSoto County, Mississippi, a reference to which map or plat is here made in aid of and as a part of this description

Party of the first part reserves the right to prepay all or any part of said indebtedness on or before due date without penalty. A failure to make any payments when due shall operate to cause the entire unpaid indebtedness to become immediately due and payable at the option of the owner and holder of this instrument.

Should the Trustee at any time believe said property, or any part thereof, endangered as a security for said debt, he may then forthwith take possession of said property and sell the same as herein below directed. Should the party of the first part promptly pay the above stated indebtedness on or before the day of 19 then this instrument to be void; but in default thereof the said Trustee shall take possession of said property, and after giving notice of the time, place and terms of sale, by advertisement according to law in DeSoto County, shall sell the same at public auction, to the highest bidder for cash, at such time and place as he shall designate in said advertisement. The proceeds of said sale shall be applied to the payment of said indebtedness and all costs incurred herein; and if there be a surplus, such surplus shall be refunded to the 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 assigns or legal representatives, can at any time appoint a Trustee to act in his stead.

Witness signature the date written above.

Witness Freddie O. Bruce Linda Bruce

STATE OF MISSISSIPPI, DeSOTO COUNTY. Personally appeared before me the undersigned authority of said County, the within named Fred Bruce and wife Linda Bruce they

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 November 1975

By Notary Public

STATE OF MISSISSIPPI, DeSOTO COUNTY. Before me of said County, this day personally appeared the above named

deponent and with that he saw the above named one of the subscribing witnesses to the foregoing Deed of Trust, who, being first duly sworn, whose name subscribed thereto, and did deliver the same to the said Trustee; that he, this deponent, subscribed his name as a witness thereto in the presence of the said and that he saw the other subscribing witness

sign the same in the presence of the said

STATE OF MISSISSIPPI, DeSOTO COUNTY. I certify that the within instrument was filed for record at 10 o'clock 30 minutes A.M. 25 day of November 1975, and that the same has been recorded in Book 193 Page 427 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 25 day of November 1975. Fees \$2.50 pd.

SEAL H. P. Ferguson, CLERK

This instrument prepared by:

Ford Motor Credit Co.
1274 Stateline Rd.
Southaven, Miss.38671

↓
01483509922

- 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
0992+2	25	506902	157RE-HHG-A	1-19-79
NAME (Borrower/Grantor)		SPOUSE		FINANCE CHARGE
JACK DENNIS BLANTON		JENNYC		\$3869.91
525 MAYFAIR		CASH ADVANCE		OFFICIAL FEES
HORN LAKE MISS 38637		5720.59		9.50
		ANNUAL PERCENTAGE RATE		TOTAL OF PAYMENTS
		22.53 %		9600.00
		NOTE IS PAYABLE IN MONTHLY PAYMENTS, THE FIRST ONE		AMOUNT FINANCED
		ON 1-16-80 AND 59 ** 160.00		5730.09
		EACH EXCEPT FINAL PAYMENT SHALL BE UNPAID		FIRST PAYMENT DUE
		PRINCIPAL AND INTEREST		2-26-79
		APPRaisal FEE		FINAL PAYMENT DUE
		TITLE EXAMINATION FEE		11-26-80
		EARLY GENERAL CREDIT		

WHEREAS, the undersigned Grantor, Jack Dennis Blanton and wife Jenny C. Blanton

whose address is 525 Mayfair Dr. Horn Lake DeSoto Mississippi

owes FORD MOTOR CREDIT COMPANY, hereinafter called the Beneficiary, the sum set forth above as the Total of Payments, evidenced by a promissory note of even date herewith executed by the Grantor in favor of the Beneficiary; payable as above set forth, which note is by reference incorporated herein and made part hereof; and

WHEREAS, the said Grantor desires to secure the prompt payment of said indebtedness at the maturity thereof:

NOW, THEREFORE, in consideration of \$10.00 cash in hand paid by H. S. Sills Trustee, and other good and valuable consideration, the receipt of which is hereby conclusively acknowledged, the undersigned Grantor does hereby convey and warrant unto said Trustee that certain land and property situated in the County of DeSoto State of Mississippi, and described as follows, to wit:

Lot 1156, Section C South, in DeSoto Village Subdivision, Subdivision on Section 33, Township 1 South, Range 8 West, as shown by the plat recorded in Plat Book 10, Pages 3-8 in the office of the Chancery Clerk of said County and being more particularly described as follows:
BEGINNING at a point in the south line of Mayfiar Drive 106.53 feet northwestwardly from the point of intersection of said south line and the east line of Forest Gate Road, said point of beginning being the northeast corner of lot 1157; thence northeastwardly 74.44 feet with the south line of Mayfair Drive to a chisel mark in the northwest corner of lot 1155; thence southeastwardly 112.65 feet with the west line of lot 1155 to a point in the north line of lot 1160; thence southwestwardly 74.49 feet with the north line of lots 1160 and 1159 to a point; the southeast corner of lot 1157; thence northwestwardly 110.0 feet with the east line of lot 1157 to the point of beginning. As per survey by Acme Engineering Service, dated January 25, 1974.

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 19th day of November, 19 75

Jack Dennis Blanton
Jenny C. Blanton

STATE OF MISSISSIPPI

COUNTY OF DeSoto

Personally appeared before me, the undersigned authority of law in and for the jurisdiction aforesaid, the within named

Jack Dennis Blanton and wife Jenny C. Blanton

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 19th day of November, 19 75

My commission expires:

My Commission Expires September 7, 1977



All property taxes to be paid by:

Jack D. & Jenny Blanton
525 Mayfair
Horn Lake, Miss. 38637

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 11 o'clock
15 minutes A. M. 25 day of November 1975, and that the same has been
recorded in Book 143 Page 428 records of REAL ESTATE TRUST DEEDS
of said County.

Witness my hand and seal this the 25 day of November 1975.
Fees \$ 5.00 pd.

SEAL H. P. Ferguson CLERK

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST

Class C

STATE OF MISSISSIPPI, }
DeSoto County. }

KNOW ALL MEN BY THESE PRESENTS: That H. S. Sills (Trustee) & Ford Motor Credit Co.
of 1274 Stateline Rd., Southaven, Miss the beneficiary, does hereby certify that a certain trust deed
bearing date the 12th day of November 74, made and executed by Delois & Mildred
Echols of Rt. 1 Nesbitt, Mis to Ford Motor Credit Co.

the above named beneficiary, and recorded in the office of the Chancery Clerk of DeSoto
County, in the State of Mississippi in Trust Deed Record No 181 on page 385
of the Record of Trust Deeds, on the 18th day of November, A. D. 19 74 is now fully paid
and satisfied, and I do hereby authorize the Clerk of the Chancery Court of said DeSoto
County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of
said County also as provided by law.

[Handwritten signature]

STATE OF MISSISSIPPI, }
DeSoto County. }

Personally came and appeared before me, the undersigned authority Nancy Crim
in and for County and State aforesaid H. S. Sills (Trustee) who acknowledged that he signed and
delivered the above and foregoing instrument on the day and date for the purpose therein mentioned.

Given under my hand and seal of office this 20th day of November A. D. 19 75



[Handwritten signature: Nancy Crim]

LAWRENCE-GREENWOOD 87544

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 11 o'clock
15 minutes a M. 25 day of November 1975, and that the same has been
recorded in Book 193 Page 431 records of REAL ESTATE TRUST DEEDS
of said County.

Witness my hand and seal this the 25 day of November 1975.

Fees \$ 2.50 pd.

SEAL H. P. Ferguson CLERK

422

CANCELLED BY AUTHORITY RECORDED IN BDU
282 PAGE 13
THIS 24 DAY OF March 1982

CANCELLED BY AUTHORITY RECORDED IN BDU
219 PAGE 255
THIS 8 DAY OF Dec 1977
H. S. Sills
CHANCERY CLERK

H. S. Sills
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

ACCOUNT NO. 50984-9	DUE 21	PREVIOUS ACCOUNT NO. 305870	SECURITY HS7RE-HHG-A	LOAN DATE 1-14-75	9
NAME (BORROWER/GRANTOR) DELOIS ECHOLS		SPONSOR MILDRED	FINANCE CHARGE \$6029.27		OFFICIAL FEE 9.50
RT 1 BOX 305 CHURCH RD. NESBITT MISS 38651		CASH ADVANCE 8361.23	INSURANCE PREMIUM NONE		TOTAL OF PAYMENTS 14400.00
ANNUAL PERCENTAGE RATE 19.89%		NOTE IS PAYABLE IN MONTHLY PAYMENTS. THE FIRST ONE UP \$200.00 AND 71 ** 200.00		AMOUNT FINANCED 8370.73	
HOMOWNER'S INSURANCE PREMIUM		FIRE INSURANCE PREMIUM		APPRaisal FEE	
TITLES EXAMINATION FEE		EARLY GENERAL CREDIT		FIRST PAYMENT DUE 12-21-75	
				FINAL PAYMENT DUE 11-21-81	

WHEREAS, the undersigned Grantor, Delois Echols and wife Mildred Echols
whose address is Route One, Box 305 Church Road Nesbitt, DeSoto Mississippi

owes FORD MOTOR CREDIT COMPANY, hereinafter called the Beneficiary, the sum set forth above as the Total of Payments, evidenced by a promissory note of even date herewith executed by the Grantor in favor of the Beneficiary; payable as above set forth, which note is by reference incorporated herein and made part hereof; and

WHEREAS, the said Grantor desires to secure the prompt payment of said indebtedness at the maturity thereof:
NOW, THEREFORE, in consideration of \$10.00 cash in hand paid by H. S. Sills Trustee, and other good and valuable consideration, the receipt of which is hereby conclusively acknowledged, the undersigned Grantor does hereby convey and warrant unto said Trustee that certain land and property situated in the County of DeSoto State of Mississippi, and described as follows, to wit:

One (1) acre in the northwest quarter of Section 9, Township 2, Range 8 West, described as beginning at a point 2,440 feet east and 40 feet south of the north west corner of said Section, said point being in the south right of way line of Church Road; thence south 4° 30' east 217.8 feet to a point; thence north 85° 05' east 200 feet to a point; thence north 4° 30' west 217.8 feet to a point in the south right of way line of said road; thence south 85° 05' west 200 feet to the point of beginning containing 1.00 acres, more or less.

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 14th day of Nov, 19 75

Delois Echols

Delois Echols

Mildred Echols

Mildred Echols

STATE OF MISSISSIPPI

COUNTY OF DeSoto

Personally appeared before me, the undersigned authority of law in and for the jurisdiction aforesaid, the within named

Delois & Mildred Echols

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 14th day of November, 19 75

My commission expires:

My Commission Expires September 7, 1978

D. H. Ferguson



Delois & Mildred Echols
Rt. 1 Box 305 Church Rd.

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 11 o'clock 25 minutes A. M. 25 day of November 1975, and that the same has been recorded in Book 192 Page 432 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 25 day of November 1975.

Fees \$ 5.00 pd.

SEAL H. P. 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 6th, 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 County, Mississippi, to-wit:

Lot 966, Section E, 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 20th day of November, A. D. 1975.

BANKERS TRUST SAVINGS AND LOAN ASSOCIATION
BY: 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 20th day of November, A. D., 1975.

Carrie D. Bell
NOTARY PUBLIC



STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock 30 minutes A. M. 25 day of November 1975, and that the same has been recorded in Book 193 Page 435 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 25 day of November 1975.
Fees \$ 2.50 pd.
SEAL H. P. 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, Bankers Trust Savings and Loan Association, dated March 6th, 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 DeSoto County, Mississippi, to-wit:

Lot 1239, Section F, Greenbrook, 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 20th day of November, A. D. 1975.

BANKERS TRUST SAVINGS AND LOAN ASSOCIATION BY: 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 20th day of November, A. D., 1975.

Carrie D. Balls NOTARY PUBLIC



My Commission Expires: Aug. 13, 1978

STATE OF MISSISSIPPI, DESOTO COUNTY I certify that the within instrument was filed for record at 10 o'clock 30 minutes A.M. 25 day of November 1975, and that the same has been recorded in Book 193 Page 436 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 25 day of November 1975.

Fees \$ 2.50 pd.

SEAL H. P. Ferguson, CLERK

ASSIGNMENT

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and other valuable considerations, the receipt, amount and sufficiency of which is hereby acknowledged, the undersigned does hereby transfer, sell, assign and deliver unto

Government National Mortgage Association
of Washington, D. C. , that certain Deed of Trust executed by
Dwight Keith Luter and wife, Ellen W. Luter
to G. L. Oates , Trustee for the use and benefit of Wortman & Mann, Inc. beneficiary on the 31st day of October, 1975 encumbering certain lands in the County of DeSoto , State of Mississippi, which said Deed of Trust is recorded in Book 192 at Page 593 in the Office of the Chancery Clerk of DeSoto County

Mississippi , all our right, title and interest in and to said Deed of Trust and the lands described therein, together with the indebtedness in the original principal amount of \$ 39,400.00 thereby secured.

IN WITNESS WHEREOF the undersigned has caused this assignment to be executed by its duly authorized officers, and its corporate seal to be affixed thereto on the 24th day of November, 1975

WORTMAN & MANN, INC.

BY: [Signature]
Thomas J. Tompkins, Vice President

ATTEST:

BY: [Signature]
Charles M. Kelly, Vice President
STATE OF MISSISSIPPI
COUNTY OF HINDS

Personally appeared before me, the undersigned authority in and for the aforesaid jurisdiction, the within named Thomas J. Tompkins and Charles M. Kelly , who acknowledged that they, as Vice President and Vice President respectively, for and on behalf of and by authority of said Wortman & Mann, Inc, signed and delivered the above and foregoing instrument and affixed the corporate seal of said corporation thereto on the day and year therein mentioned for the intent and purpose therein expressed.

Given under my hand and official seal of office, this 24th day of November, 1975

My Commission Expires August 2, 1979



[Signature]
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock 30 minutes A.M. 25 day of November 1975, and that the same has been recorded in Book 193 Page 437 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 25 day of November 1975.

Fees \$ 2.50 pd.

SEAL [Signature] CLERK

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Assignment of this instrument recorded in
Deed Estate TID Book
No. 193 Page 443
This the 25 day of Nov 19 75
H. P. Poppenheimer

CANCELLED BY AUTHORITY, RECORDED IN BOOK
899 PAGE 438
THIS 28 DAY OF Feb, 1977
W. E. Danner
CHANCERY CLERK
J. B. Cleveland

CONVENTIONAL LOAN
REV. 10-71

DEED OF TRUST

THIS DEED OF TRUST is made this 6th day of November, 1975, among the Trustor, Lester H. Poppenheimer and wife, Annie M. Poppenheimer, (herein "Borrower"), Frances P. Nothern, (herein "Trustee"), and the Beneficiary, Leader Federal Savings and Loan Association of Memphis, a corporation organized and existing under the laws of the United States of America, (herein "Lender").

BORROWER, in consideration of the indebtedness herein recited and the trust herein created, irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the County of ~~Shelby~~ Desoto, State of Mississippi:

(See Addendum Attached)

TOGETHER, with all the improvements, tenements and appurtenances now or hereafter erected on the property, and all easements, rents, and all fixtures now or hereafter attached to or used in connection with the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Deed of Trust and all the foregoing, together with said property (or the leasehold estate in the event this Deed of Trust is on a leasehold) are herein referred to as the "Property".

TO SECURE to Lender (a) the repayment of the indebtedness evidenced by a certain amortized promissory note of even date herewith (herein "Note") in the principal sum of One Hundred Sixty Thousand & 00/100 (\$160,000.00) Dollars, with interest thereon, providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on the first day of October, 1996; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Deed of Trust, as well as all renewals and the performance of the covenants and agreements of Borrower herein contained; and (b) the repayment of any future advances as hereinafter provided.

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to easements and restrictions of record.

COVENANTS. Borrower further covenants and agrees as follows:

1. **Prepayment.** Borrower will pay the indebtedness as provided. Extra payments may be made at any time and interest if any will be charged only on the unpaid balance, except that at the option of the Lender six months advance interest may be charged on that part of the aggregate amount of all prepayments in any one year which exceed twenty per cent of the original principal indebtedness.

2. **Funds for Taxes and Insurance.** Borrower shall pay to Lender on the day monthly installments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments which may attain priority over this Deed of Trust, and ground rents, if any, plus one-twelfth of yearly premium installments for hazard insurance required under paragraph 5 hereof, all as estimated initially and from time to time by Lender, to be applied by Lender to pay said taxes, assessments, insurance premiums and ground rents. The Funds are pledged as additional security for the sums secured by this Deed of Trust. No earnings or interest shall be payable to Borrower on the Funds. Lender shall have the right to hold the Funds in any manner Lender selects and may commingle the Funds with monies held by Lender.

If the amount of the Funds held by Lender shall not be sufficient at any time to pay taxes, assessments and insurance premiums and ground rents as they fall due, Lender may treat the deficiency in accordance with paragraph 15, item ii or iii. Upon payment in full of all sums secured by this Deed of Trust, Lender shall promptly credit to Borrower any Funds held by Lender.

3. **Application of Payments.** All payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of interest on Note and Future Advances, then all amounts payable under paragraph 2 hereof, then to the principal of the Note and to the principal of Future Advances, if any.

4. **Charges, Liens and Service Charges.** Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Deed of Trust, and ground rents, if any, in accordance with paragraph 2 hereof, or if Lender so directs, by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly discharge any lien which has priority over this Deed of Trust.

At the option of the Lender, the Borrower agrees to pay a service charge not exceeding six (6) cents for each dollar or fraction thereof of any installment payment including the required tax and insurance accruals, when paid more than fifteen (15) days from the due date thereof, which service charge is to cover the extra expense involved in handling late payments.

5. **Hazard Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured by insurance carriers satisfactory to Lender against loss by fire, hazards included within the terms "extended coverage", and such other hazards as Lender shall designate and in such amounts and for such periods as Lender shall require. Borrower shall pay all premiums on insurance policies in accordance with paragraph 2 hereof, or, if Lender so directs, by Borrower making payment, when due, directly to the insurance carriers. All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a mortgage clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, and Borrower shall promptly furnish to Lender all renewal notices and all paid-premium receipts. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender, and Lender

may make Proof of Loss if not made promptly by Borrower. Lender is authorized and empowered to collect and receive insurance proceeds, and to apply the insurance proceeds or any part thereof at Lender's option to the restoration or repair of the Property damaged or to the reduction of the principal of the Note or to the reduction of the principal of Future Advances, if any. Any such application to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments. If under paragraph 12 hereof the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to Lender.

6. Preservation and Maintenance of Property and Leaseholds. Borrower shall keep the Property in good repair and shall not permit or commit waste, impairment, or deterioration of the Property and shall comply with the provisions of any lease, if this Deed of Trust is on a leasehold, and with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property. If Borrower fails to keep the property in good repair as required by Lender, Lender who shall have the right of reasonable inspection, may advance funds to make such repairs as it may reasonably deem necessary for the proper preservation thereof with the right in such instances to enter upon the property itself or by and through its agent or representative and may thereafter proceed in accordance with the provisions of paragraph 15, item ii or iii hereof.

In the event the improvements of said premises shall be abandoned or unoccupied for a period of fifteen (15) days or more, the Lender shall have the right to enter the improvements for the purpose of protecting same and may do such things to this end as is reasonable and such expense in connection herewith may be treated in accordance with paragraph 15, items ii or iii.

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or if any action or proceeding is commenced which affects the Property or title thereto, or the interest of Lender therein, including, but not limited to, eminent domain, insolvency, code enforcement, and arrangements and proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as Lender deems necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and may thereafter proceed in accordance with the provisions of paragraph 15, item ii or iii hereof.

8. Condemnation. All awards, proceeds or damages, direct or consequential, in connection with any condemnation or injury to the Property, or part thereof, or for conveyances in lieu of condemnation, are hereby assigned and shall be paid to Lender to the extent of the sums secured by this Deed of Trust. Lender is hereby authorized in the name of Borrower to execute and deliver valid acquittances thereof and may appeal from any such award. Lender at its option shall apply such awards, proceeds or damages to restoration of the Property or to the reduction of the principal of the Note or to the reduction of the principal of Future Advances, if any. Any such application to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof, or change the amount of such installments.

9. Future Advances. The Lender may hereafter, at its option, at any time before full payment of this mortgage make Further Advances to the Borrower or their successors in title, and the same with interest as may be agreed upon shall be secured by this mortgage; provided, however, that the amount of principal secured by this mortgage and remaining unpaid shall not at the time of and including any such advance exceed the original principal sum secured hereby; and provided further that if the Lender at its option shall make such Further Advance or Advances as aforesaid, the Borrower or their successors agree to execute and deliver to the Lender a note in evidence of each such Advance and bearing such terms as the Lender shall require. The Borrower covenants and agrees to repay same as aforesaid with interest thereon and the Borrower does further covenant and agree that each note evidencing the same shall be secured by this mortgage and shall be subject to all of the covenants and conditions contained herein. Advances to such successors shall not release Borrower or successors from liability.

10. Borrower Not Released. Extension of the time for payment or modification of amortization of the sums secured by this Deed of Trust granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Deed of Trust by reason of any demand made by the original Borrower and Borrower's successors in interest.

11. Forebearance by Lender Not a Waiver. Any delay, forbearance, discontinuance or cancellation by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any right or remedy hereunder. All remedies of Lender are distinct and cumulative to any other right or remedy under this Deed of Trust or afforded by law or equity, and may be exercised concurrently or independently.

12. Power of Foreclosure. In the event of Borrower's failure to discharge fully and promptly each and every obligation of the Note or Notes secured and of this Deed of Trust in the manner and upon the terms set forth herein, anything in said Note or in this instrument heretofore or hereafter to the contrary notwithstanding, the entire indebtedness and all obligations secured shall at the option of the Lender become immediately due and collectible without notice and the whole of said indebtedness shall bear interest immediately thereafter at the maximum legal statutory contract rate until paid and the Trustee is hereby authorized to advertise the property above described once each week for three (3) consecutive weeks, giving notice of the time and date of sale, which shall be not less than twenty-one (21) days after the date of publication of first notice and of the terms of sale in a newspaper published in the County, in which said property is situated, and to sell the said property in whole or in part at its option and the sale of a part shall not release the remainder as security for the remaining debt unpaid, all within the legal hours of sale at the door of the Court House at the County seat of said County at public outcry to the highest and best bidder for cash and in bar of all equity of redemption, homestead, dower, courtesy, and all other rights and exemptions of every kind, all of which are hereby expressly waived. The Lender of the indebtedness hereby secured may bid at any sale under this Deed of Trust or order of Court resulting hereunder.

All parties in interest hereby expressly waive oath, inventory and bond for execution of this trust on the part of the Trustee or any successor Trustee.

In case of sale hereunder, the Trustee shall execute to the purchaser all necessary title papers and place the purchaser in quiet and peaceful possession of the property. From the date of such sale, any party occupying the premises shall become the tenant at will of the purchaser at the sale and obligated to pay a reasonable rent therefor.

In the event of default, foreclosure, and sale of the property by the Trustee, the proceeds of the sale shall be applied by the Trustee as follows: First, to pay the expenses of executing this trust, including all attorneys' fees, Court costs, all amounts advanced or expenses incurred by the Lender for the account of the Borrower and compensation to the Trustee and all interest due; second, to pay the debt secured by this instrument; third, to pay the balance, if any, to the Borrower upon delivery and

ADDENDUM

Fourth Addition - Section A, Whitehaven View Subdivision,
Township 1, Range 8, Section 14, DeSoto County, Mississippi -

Lots 44, 45 and 46, L. H. Poppenheimer's Resubdivision of Lots 4
through 6, and Lots 8 through 24 of the Fourth Addition, Section
"A", Whitehaven View Subdivision, and being more particularly
described as follows:

Beginning at a point in the east line of Millbranch Road, 80 feet
wide, a distance of 236.83 feet northwardly as measured along said
east line from its tangent intersection with the north line of Town
& Country Drive, said point of beginning being in the north boundary
line of the Resubdivision of Lots 4 through 6, and Lots 8 through
24 of the Fourth Addition, Section "A", Whitehaven View Subdivision;
thence eastwardly along the north boundary line of said subdivision
140.97 feet the northeast corner of same; thence southwardly along
the east boundary line of said subdivision 234.97 feet to a point in
the north line of Town & Country Drive; thence westwardly along the
north line of said Drive 94.17 feet to a point of curvature; thence
to the right along a curve having a radius of 25.00 feet, a distance
of 34.89 feet to a point in the east line of Mill Branch Road; thence
northwardly along the east line of Mill Branch Road 215.86 feet to
the point of beginning.

EST (Init.)
amp (Init.)

surrender to the purchaser of possession of the property, less the expense of obtaining possession and reasonable rents accrued.

13. **Subsequent Transfers of Title.** If Borrower or any of Borrower's successors in title should convey the subject property or any interest therein to any other party without first obtaining written consent of the Lender, or should a creditor, receiver, or trustee in bankruptcy obtain any interest in the property or should any party obtain an interest by attachment or sale in accordance with the orders of any Court of competent jurisdiction or by any means other than inheritance or devise, the entire principal balance, together with interest and service charges accrued thereon and any prepayment penalty to which the Lender would otherwise be entitled were the Borrower desiring to pay off the indebtedness secured hereby in advance, shall become immediately due and payable at the option of the Lender.

14. **Notice.** Any notice from Lender to Borrower under this Deed of Trust shall be deemed to have been given by Lender and received by Borrower when mailed by certified mail by Lender to Borrower at the Property Address stated below or at such other address as Borrower may designate to Lender by certified mail received by Lender at Lender's address stated above, or at such other address designated by Lender to Borrower.

15. **Optional Advancements in Event of Default.** In every instance herein where Borrower or his successor shall fail to pay any amount when due, the same shall constitute default hereunder and Lender at its option may, without limitation, but by way of specific inclusion do any one of the following:

- (i) Demand the entire principal debt, advances hereunder and accrued interest and charges;
- (ii) Advance the funds necessary to satisfy the obligation and demand payment thereof within thirty (30) days from date of said demand, together with interest thereon at the maximum legal statutory contract rate, all of which shall be secured by this Deed of Trust.
- (iii) Advance the funds necessary to satisfy the obligation and add the same to the principal debt secured hereby, which advancement shall bear interest at the then maximum legal statutory contract rate, all of which shall be secured by this Deed of Trust.

16. **Substitution of Trustee.** In the event of the death, refusal, or of the inability for any cause, on the part of the Trustee named herein, or of any Successor Trustee, to act at any time when action under the foregoing powers and trust may be required, or for any other reason satisfactory to the Lender, the Lender is authorized either in its own name or through an attorney or attorneys in fact appointed for that purpose by written instrument duly registered, to name and appoint a successor or successors to execute this trust, such appointment to be evidenced by writing, duly acknowledged; and when such writing shall have been registered, the substituted Trustee named therein shall thereupon be vested with all the right and title, and clothed with all the power of the Trustee named herein and such like power of substitution shall continue so long as any part of the debt secured hereby remains unpaid.

17. **Other Trustee To Act.** In the event more than one Trustee is named any one of the named Trustees or their successor or successors is authorized to act separately and independently of the other in all respects hereunder including but not limited to the advertisement of foreclosure, the sale of the security, and the execution of the necessary title papers to the purchaser thereof.

18. **Liability of Signers.** Any and all persons executing this instrument shall be deemed a Borrower and primarily liable as such and, therefore, responsible for all amounts due or to become due hereunder and all obligations hereof unless a contrary intention is specifically provided for herein.

19. **Successors and Assigns Bound; Number; Gender; Joint and Several Liability; Captions.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower. In the event the ownership of the premises hereby conveyed, or any part thereof, becomes vested in a person other than the Borrower, the Lender, its successors or assigns, may, without notice to the Borrower, deal with such successor or successors in interest with reference to this instrument and the debt or debts hereby secured, in the same manner as with the Borrower and specifically without limitation of said general provision may make any said additional advance mentioned above to said successor or successors in interest without in any way vitiating or discharging the Borrower's liability hereunder or upon the debt thereby secured. No sale of the premises hereby conveyed and no forbearance on the part of the Lender or its assigns and no extension of the time for the payment of the debt hereby secured given by the Lender or its assigns shall operate to release, discharge, modify, change or affect the original liability of the Borrower herein either in whole or in part.

20. It is further agreed that if a portion or all of the proceeds of the loan secured hereby is loaned for construction, repairs, improvements or betterments on the above described property, or if any additional advance is made under the provisions hereof and should such construction, repairs, improvements or betterments not be completed according to agreed plans and specifications within eighteen months after the date hereof, or the date of the note evidencing such advance, then all of the remainder of the aforesaid principal sum with all arrearages of interest, and any additional advance made under the provisions hereof with arrearages of interest, taxes, assessments, insurance premiums and sums paid pursuant to the provisions hereof, shall at the option of the said Association, its successors or assigns, become immediately payable and foreclosure may be had as provided herein.

IN WITNESS WHEREOF, we have hereunto signed our names, this 6th day of November

19 75

Lester H. Poppenheimer
 Lester H. Poppenheimer
Annie M. Poppenheimer
 Annie M. Poppenheimer

442

STATE OF TENNESSEE,
COUNTY OF SHELBY

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, duly commissioned and qualified, **Lester H. Poppenheimer and wife, Annie M. Poppenheimer** the within named bargainors, with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained.

WITNESS my hand and Notarial Seal, at office this 6th day of November, 1975

John Walt
NOTARY PUBLIC

My commission expires: 4/27/77
SHELBY

Property known as:
Mail tax notice to: Leader Federal Savings & Loan Assn. of Memphis
158 Madison Avenue, Memphis, Tennessee

This instrument was prepared by
~~Leader Federal Savings & Loan Assn. of Memphis~~
Walt, Dyer and James, Attorneys

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock and 30 minutes A. M. 25 day of Nov. 1975 and that the same has been recorded in Book No. 193 Page 438 records of Trust Deeds of said County.
Witness my hand and seal this 19 day of _____ 1975
Clerk

pd. 5.00
Leader Federal

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock and 30 minutes A. M. 25 day of Nov. 1975 and that the same has been recorded in Book No. 193

Loan Number 1-32,958-13
Loan Amount \$ 160,000.00

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock 30 minutes A. M. 25 day of Nov. 1975, and that the same has been recorded in Book 193 Page 438 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 25 day of November 1975.

Fees \$ 5.00 pd.

SEAL *H. P. Ferguson*, CLERK

Loan No. 1-32,958-13

ASSIGNMENT OF RENTS
AS ADDITIONAL SECURITY FOR
PAYMENT OF NOTE SECURED BY DEED OF TRUST

THIS ASSIGNMENT made this 6th day of November, 1975,
by and between L. H. POPPENHEIMER and wife, ANNIE POPPENHEIMER,

party of the first part, and
LEADER FEDERAL SAVINGS AND LOAN ASSOCIATION OF MEMPHIS, a Corporation
organized and existing under an Act of Congress of the United States of
America, party of the second part:

WITNESSETH:

That for value received and as additional security for the loan
hereinafter mentioned, the party of the first part hereby transfers,
assigns, and sets over unto the party of the second part, its successors
and assigns all the right title and interest of the party of the first
part in and to all rents, leases both now and in the future, and other
considerations to be realized from the rental of commercial buildings
being constructed, located on the hereinafter described
property and the party of the first part does hereby authorize and empower
party of the second part, its successors and assigns, to collect the
said rents and other considerations as they may become due and does
hereby direct said tenants to pay such rents as shall hereafter become
due to the party of the second part upon demand, it being understood
and agreed, however, that until such demand is made, the party of the
first part is authorized to continue to collect said rents in the same
manner as if this assignment was not in existence.

The term of this assignment shall be until a certain Note and Deed
of Trust of even date herewith executed by parties of the first part to
Frances P. Nothern as Trustee, conveying the said premises hereinafter
described for the purpose of securing to the party of the second part
the sum of One Hundred Sixty Thousand Dollars (\$160,000.00)

shall have been paid in full and
satisfied, and the release of said Deed of Trust shall, likewise, constitute
a release thereof.

Property address:
Prepared by Vineyard, Walt, Dyer & James
158 Madison Avenue
Memphis, Tennessee 38103

This assignment is given as additional security for the payment of the above described indebtedness and the amounts collected hereunder by party of the second part, less the expense of collection, if any, shall be applied on account of taxes on said real estate, insurance premiums and delinquencies of principal and interest thereunder.

Nothing herein shall be construed as making the party of the second part a mortgagee in possession, nor shall party of the second part be liable for laches or failure to collect said rents, and it is understood that party of the second part is to account only for rents actually collected.

It is understood and agreed that neither the existence of this assignment nor the exercise of its privilege to collect said rents shall be construed as a waiver by party of the second part of the right to enforce payment of the debt above mentioned in strict accordance with the terms and provisions of said Note and Deed of Trust for which this assignment is given as additional security.

The real property upon which the commercial buildings are constructed, the rentals for which are hereby pledged and assigned, are described as follows, in the County of DeSoto, State of Mississippi, to-wit:

Lots 44, 45, and 46, L. H. Poppenheimer's Resubdivision of Lots 4 through 6, and Lots 8 through 24, Fourth Addition, Section A, Whitehaven View Subdivision, being more particularly described as follows:
Township 1, Range 8, Section 11, DeSoto County, Mississippi

Beginning at a point in the east line of Millbranch Road, 80 feet wide, a distance of 236.83 feet northwardly as measured along said east line from its tangent intersection with the north line of Town & Country Drive, said point of beginning being in the north boundary line of the Resubdivision of Lots 4 through 6, and Lots 8 through 24 of the Fourth Addition, Section A, Whitehaven View Subdivision; thence eastwardly along the north boundary line of said subdivision 140.97 feet to the northeast corner of same; thence southwardly along the east boundary line of said subdivision 234.97 feet to a point in the north line of Town & Country Drive; thence westwardly along the north line of said Drive 94.17 feet to a point of curvature; thence to the right along a curve having a radius of 25.00 feet, a distance of 34.89 feet to a point in the east line of Mill Branch Road; thence northwardly along the east line of Mill Branch Road 215.86 feet to the point of beginning.

EXECUTED the day and year first above written,


L. H. Poppenheimer


Annie Poppenheimer

STATE OF TENNESSEE)

COUNTY OF SHELBY)

On this 6th day of November, 1975, before me, a Notary Public in and for said State and County, at Memphis, duly commissioned and qualified, personally appeared _____

L. H. POPPENHEIMER and wife, ANNIE POPPENHEIMER,

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 the day and year above written.

[Signature]
Notary Public

My Commission expires:
7/24/77

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock 30 minutes A M. 25 day of November 1975, and that the same has been recorded in Book 193 Page 443 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 25 day of November 1975.
Fees \$ 3.50 pd.
SEAL [Signature] 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 BAILEY MORTGAGE COMPANY

~~XXXX~~ the beneficiary, does hereby certify that a certain trust deed

bearing date the 11th day of June, 19 75, made and executed by P-Y, INC.,
A Tennessee Corporation, to said company,

the above named beneficiary, and recorded in the office of the Chancery Clerk of DeSoto
County, in the State of Mississippi in Real Estate Trust Deed Record No. 187 on page 11
of the Record of Trust Deeds, on the 18th day of June, A. D. 19 75, is now fully paid
and satisfied; and I do hereby authorize the Clerk of the Chancery Court of said DeSoto
County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of
said County also as provided by law.

BAILEY MORTGAGE COMPANY

By: *Paul J. Salvo*
(Name) Paul J. Salvo, Comptroller
(Title)

STATE OF MISSISSIPPI, }
DeSoto County. } ss.

a Notary Public

Personally came and appeared before me, the undersigned authority
(NAME) Lucille Brown, the (TITLE) Comptroller
in and for County and State aforesaid, / of BAILEY MORTGAGE COMPANY, who acknowledged that he signed and

delivered the above and foregoing instrument on the day and date for the purpose therein mentioned, as the act and deed
of said company, he being authorized so to do.

Given under my hand and seal of office this 19 day of November, A. D. 19 75.



H. Allen H. Custard

NOTARY PUBLIC

My Commission Expires: May 15, 1978

LAWRENCE-GREENWOOD 57544

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock
30 minutes A M. 25 day of November 1975, and that the same has been
recorded in Book 193 Page 446 records of REAL ESTATE TRUST DEEDS
of said County.

Witness my hand and seal this the 25 day of November 1975.

Fees \$ 2.50 pd.

SEAL *H. P. Ferguson* CLERK

558 PAGE 732
THIS 23rd DAY OF Oct. 1991

W. E. Davis
Chancery Clerk
by: P. Starkey, OC

Assignment of this Instrument Recorded in
Real Estate TID Book
No. 199 Page 633
This the 13 day of May 1976

449
Assignment of this Instrument Recorded in
Real Estate TID Book
No. 194 Page 379
This the 18 day of Dec 1975
N. D. Ferguson, Clerk

VA Form 28-6222 (Home Loan)
Revised December 1982. Use Op-
tional. Section 1818, Title 38,
U.S.C. Acceptable to Federal
National Mortgage Association.

MISSISSIPPI

DEED OF TRUST

THIS DEED OF TRUST, made and entered into this 21st day of November, 1975
by and between

JOHN DARFORD MELTON, JR., and wife, EMILY T. MELTON

Assignment of this Instrument Recorded in
Real Estate TID Book
No. 362 Page 726
This the 14 day of April 1986
N. D. Ferguson, Clerk
DS

, hereinafter called the Grantor;

G. L. OATES, hereinafter called the Trustee, and

WORMAN AND MANN, INC., a corporation organized
and existing under the laws of the State of Mississippi, having its principal office and
post-office address at P.O. Box 1571, Jackson, Mississippi, hereinafter called the
Beneficiary:

WITNESSETH, That the Grantor, in consideration of the debt and trust hereinafter mentioned, and the sum
of One Dollar (\$1.00) to the Grantor paid by the Trustee, the receipt whereof is hereby acknowledged, does by
these presents grant, bargain, sell, convey, and warrant unto the Trustee, the following-described property, situated
in the County of DeSoto, State of Mississippi, to wit:

Lot 967, 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, color or creed. Upon
any violation of this covenant, the note holder, may at its option, declare
the unpaid abalance 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 determined ineligible for guaranty under the Servicemen's
Readjustment Act within thirty (30) days from the date hereof (written state-
ment of any officer of authorized officer or agent for the Veteran's 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 roperty.

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 Inc
Assignment of this Instrument Recorded in
Real Estate TID Book
No. 533 Page 48
This the 6 day of Feb. 1991
W. E. Davis
by: D. Maham, Clerk

To HAVE AND TO HOLD the same unto the Trustee and unto his successors and assigns, forever.

IN TRUST, HOWEVER, to secure to the Beneficiary named above, the payment of a certain promissory note of even date herewith in the principal sum of Thirty Five Thousand, Nine Hundred Fifty Dollars (\$ 35,950.00), with interest from date at the rate of seven & three-fourths per centum ($7\frac{3}{4}\%$) 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 delivered or mailed to the Grantor, in monthly installments of Two Hundred Fifty Seven & 77/100 Dollars (\$ 257.77), commencing on the first day of January, 1976, 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 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. He will pay all and singular the principal and interest and other sums of money payable by virtue of the note secured hereby and of this lien, at the times and in the manner in said note and hereinafter provided. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one hundred dollars (\$100.00), whichever is less.

2. Together with and in addition to the monthly payments of principal and interest payable under the terms of the note secured hereby, he will pay to the Beneficiary as trustee (under the terms of this trust as herein stated), on the first day of each month until the note is fully paid:

- (a) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable to renew the policies of fire and other hazard insurance on the premises covered by this Deed of Trust, plus taxes and assessments next due on these premises (all as estimated by the Beneficiary, and of which Grantor is notified) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by the Beneficiary in trust to pay said ground rents, premiums, taxes, and special assessments.
- (b) The aggregate of the amounts payable pursuant to subparagraph (a) and those payable on the note secured hereby, shall be paid in a single payment each month, to be applied to the following items in the order stated:
 - (i) ground rents, if any, taxes, special assessments, fire and other hazard insurance premiums;
 - (ii) interest on the note secured hereby; and
 - (iii) amortization of the principal of said note.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Grantor prior to the due date of the next such payment, constitute an event of default under this Deed of Trust. At Beneficiary's option, Grantor will pay a "late charge" not exceeding four per centum (4%) of any installment when paid more than fifteen (15) days after the due date thereof to cover the extra expense involved in handling delinquent payments, but such "late charge" shall not be payable out of the proceeds of any sale made to satisfy the indebtedness secured hereby, unless such proceeds are sufficient to discharge the entire indebtedness and all proper costs and expenses secured thereby.

3. If the total of the payments made by the Grantor under (a) of paragraph 2 preceding shall exceed the amount of payments actually made by the Beneficiary as trustee for ground rents, taxes, or assessments, or insurance premiums, as the case may be, such excess shall be credited on subsequent payments to be made by the Grantor for such items or, at Beneficiary's option as trustee, shall be refunded to Grantor. If, however, such monthly payments shall not be sufficient to pay such items when the same shall become due and payable, then the Grantor shall pay to the Beneficiary as trustee any amount necessary to make up the deficiency. Such payments shall be made within thirty (30) days after written notice from the Beneficiary stating the amount of the deficiency, which notice may be given by mail. If at any time the Grantor shall tender to the Beneficiary, in accordance with the provisions thereof, the full payment of the entire indebtedness represented thereby, the Beneficiary shall as trustee, in computing the amount of such indebtedness, credit to the account of the Grantor any credit balance remaining under the provisions of (a) of paragraph 2 hereof. If there shall be a default under any of the provisions of this Deed of Trust resulting in a public sale of the premises covered hereby or if the Beneficiary acquires the property otherwise after default, the Beneficiary shall apply,

as trustee at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the amount then remaining to credit of Grantor under (a) of paragraph 2 preceding, as a credit on the interest accrued and unpaid and the balance to the principal then remaining unpaid on the note secured hereby.

4. The lien of this instrument shall remain in full force and effect during any postponement or extension of the time of payment of the indebtedness or any part thereof secured hereby.

5. He will pay all and singular the costs, charges and expenses, including reasonable attorney's fees incurred by Beneficiary because of the failure on the part of the Grantor to conform and comply with his obligations and duties under the term of the note secured hereby and of this Deed of Trust; and if such failure results in a sale under a foreclosure hereof, said fee shall be ten per centum (10 %) of the total indebtedness as of the date of sale.

6. Upon the request of the Beneficiary the Grantor shall execute and deliver a supplemental note or notes for the sum or sums advanced by the Beneficiary for the alteration, modernization, improvement, maintenance, or repair of said premises, for taxes or assessments against the same and for any other purpose authorized hereunder. Said note or notes shall be secured hereby on a parity with and as fully as if the advance evidenced thereby were included in the note first described above. Said supplemental note or notes shall bear interest at the rate provided for in the principal indebtedness and shall be payable in approximately equal monthly payments for such period as may be agreed upon by the creditor and debtor. Failing to agree on the maturity, the whole of the sum or sums so advanced shall be due and payable thirty (30) days after demand by the creditor. In no event shall the maturity extend beyond the ultimate maturity of the note first described above.

7. He will not commit, permit, or suffer waste, impairment, or deterioration of said property or any part thereof, and in the event of the failure of the Grantor to keep the buildings and other improvements now or hereafter on said premises in good repair, the Beneficiary may make such repairs as may reasonably be deemed necessary for the proper preservation thereof, and the sums so paid shall bear interest from date at the rate provided for in the principal indebtedness, shall be payable thirty (30) days after demand, and shall be fully secured by this Deed of Trust.

8. He will continuously maintain hazard insurance, of such type or types and amounts as Beneficiary may from time to time require, on the improvements now or hereafter on said premises, and except when payment for all such premiums has theretofore been made under (a) of paragraph 2 hereof, he will pay promptly when due any premiums therefor. All insurance shall be carried in companies approved by the Beneficiary and the policies and renewals thereof shall be held by the Beneficiary and have attached thereto loss payable clauses in favor of and in form acceptable to the Beneficiary. In event of loss the Grantor will give immediate notice by mail to the Beneficiary, who may make proof of loss if not made promptly by the Grantor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Beneficiary instead of to the Grantor and the Beneficiary jointly, and the insurance proceeds, or any part thereof, may be applied by the Beneficiary at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this Deed of Trust, or other transfer of title to the said premises in extinguishment of the indebtedness secured hereby, all right, title, and interest of the Grantor in and to any insurance policies then in force shall pass to the purchaser or grantee.

9. He will pay all taxes, assessments, water rates, and other governmental or municipal charges, fines, or impositions, except when payment for all such items has theretofore been made under (a) of paragraph 2 hereof, and shall promptly deliver the official receipts therefor to the Beneficiary; and in default of such payment by the Grantor, the Beneficiary may pay the same, and any amount so paid by the Beneficiary shall then be added to the principal debt named herein and shall be secured hereby.

If the Grantor shall well and truly keep and perform all the covenants and agreements in this Deed of Trust, and in the note hereby secured and well and truly pay off and discharge the said note and other indebtedness secured hereby, then this conveyance shall be null and void, but otherwise shall remain in full force and effect and at the request of the Beneficiary, the said Trustee, or any successor appointed in his stead, shall sell the premises covered hereby at public auction for cash to the highest and best bidder, during legal hours, at any front door of the county courthouse of DeSoto County, State of Mississippi, after giving notice, by advertising and posting as required by law, of the time, place, and terms of sale, and out of the proceeds arising from such sale, the said Trustee, or any successor, shall first pay all the costs and expenses of executing this Trust, including a reasonable compensation of said Trustee; next, said Trustee shall pay the balance of the indebtedness hereby secured then remaining unpaid; next, said Trustee shall reimburse the Veterans Administration for any sums paid by it on account of the guaranty or insurance of the indebtedness secured hereby; and lastly, any balance remaining in the hands of said Trustee shall be paid to the Grantor. The Beneficiary, or any subsequent holder of the note is hereby authorized and empowered to appoint and substitute another Trustee in the place of the Trustee named herein, at any time, by writing, duly signed and acknowledged and recorded in the county or counties where the premises covered hereby are situate, and such appointee shall have full power as the Trustee herein, together with all the rights and privileges thereunto belonging. If the holder of the note is a corporation, its president or any vice president may select and appoint such substituted Trustee. No one exercise of this power of appointment, power of sale, or any other power or right given in this Deed of Trust shall exhaust the right to exercise such power, but all rights and powers herein given may be exercised as often as may be necessary to achieve the perfect security and the collection of the indebtedness secured by this Deed of Trust until said indebtedness is fully paid and discharged. At any sale made to enforce the Trust herein given, the Beneficiary, or any person in interest, may become a purchaser, and upon payment of the purchase price, the Trustee shall execute a deed of conveyance, which conveyance shall vest full and perfect title in such purchaser upon payment of the purchase price.

The Grantor hereby assigns to the Beneficiary any and all rents on the premises covered hereby and authorizes the Beneficiary, by its agent, to take possession of said premises at any time there is any default in the

payment of the debt hereby secured or in the performance of any obligation herein contained, and rent the same for the account of the Grantor, and to deduct from such rents all costs of collection and administration and to apply the remainder of the same on the debt hereby secured.

The Grantor further covenants and agrees that in case of a sale, as hereinabove provided, the Grantor or any person in possession under the Grantor, shall then become and be tenants holding over and shall forthwith deliver possession to the purchaser at such sale, or be summarily dispossessed in accordance with the provisions of law applicable to tenants holding over.

If the indebtedness secured hereby be guaranteed or insured under Title 38, United States Code, such Title and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Title or Regulations are hereby amended to conform thereto.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, the use of any gender shall be applicable to all genders, and the term "Beneficiary" shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

In WITNESS WHEREOF, the Grantor(s) have hereunto set their hand(s) the day and year herein first written above.

John Darford Melton, Jr.
John Darford Melton, Jr.,
Emily T. Melton
Emily T. Melton
6011 Barberry Place
Southaven, Mississippi 38671

STATE OF MISSISSIPPI, }
COUNTY OF DeSoto } ss:

Personally appeared before me Joyce B. Young, the undersigned notary public in and for said County, the within named John Darford Melton, Jr., and Emily T. Melton, his wife, who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and seal this 21st day of November, 1975.

Joyce B. Young
Notary public

My Commission Expires:
January 16, 1977



MISSISSIPPI

DeSoto

of said County,
ing conveyance
office on the
November

day of
, 19

Notary Public

D.

38671

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 30 minutes A M. 25 day of November 1975, and that the same has been recorded in Book 193 Page 447 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 25 day of November 1975.

Fees \$5.00 pd.

SEAL H. P. Ferguson, CLERK

RECORDED BY NOTARITY RECORDED IN BOOK
420 PAGE 159
THIS 4th DAY OF Nov 19 87
H. H. Ferguson
Notary Public
Ray S. Taylor, S.C.

Assignment of this Instrument Recorded in
Real Estate Z/P Book
No. 299 Page 705
This the 5 day of July 19 83
H. H. Ferguson

DEED OF TRUST

THIS DEED OF TRUST is made this 19th day of NOVEMBER, 1975, among the Grantor, RONALD W. REED and wife, JUDY F. REED,

(herein "Borrower"),
Joe M. Hudspeth, (herein "Trustee"),
and the Beneficiary, NORTH MISSISSIPPI SAVINGS & LOAN ASSOCIATION, a corporation organized and existing under the laws of The State of Mississippi, whose address is Horn Lake, Mississippi, (herein "Lender").

BORROWER, in consideration of the indebtedness herein recited and the trust herein created, irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the County of DeSoto, State of Mississippi:

Lying and being situated in Section 23, Township 2 South, Range 7 West, County of DeSoto, State of Mississippi, more particularly described as follows, to-wit:

Lot 652, 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 South, Range 7 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 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 December 1, 2005; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Deed of Trust; and the performance of the covenants and agreements of Borrower herein contained; and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances").

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any easements and restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal and Interest.** Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any Future Advances secured by this Deed of Trust.

2. **Funds for Taxes and Insurance.** Subject to Lender's option under paragraphs 4 and 5 hereof, Borrower shall pay to Lender on the day monthly installments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments which may attain priority over this Deed of Trust, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender shall make no charge for so holding and applying the Funds or verifying and compiling said assessments and bills. Borrower and Lender may agree in writing at the time of execution of this Deed of Trust that interest on the Funds shall be paid to Borrower, and unless such agreement is made, Lender shall not be required to pay Borrower any interest on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Deed of Trust.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency within thirty days after notice from Lender to Borrower requesting payment thereof.

Upon payment in full of all sums secured by this Deed of Trust, Lender shall promptly refund to Borrower any Funds held by Lender.

If under paragraph 18 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Deed of Trust.

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note and on Future Advances, if any, and then to the principal of the Note and to the principal of Future Advances, if any.

4. **Charges; Liens.** Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Deed of Trust, and ground rents, if any, at Lender's option in the manner provided under Paragraph 2 hereof or by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the event Borrower shall make payment directly, Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Deed of Trust; provided, that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall in good faith contest such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.

5. **Hazard Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require; provided, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Deed of Trust.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid at Lender's option in the manner provided under paragraph 2 hereof or by Borrower making payment, when due, directly to the insurance carrier.

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender, and Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Deed of Trust is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Deed of Trust would be impaired, the insurance proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower or if Borrower fails to respond to Lender within 30 days after notice by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

If under paragraph 18 hereof the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof (to the extent of the sums secured by this Deed of Trust immediately prior to such sale or acquisition) resulting from damage to the Property prior to the sale or acquisition shall pass to Lender.

6. **Preservation and Maintenance of Property; Leaseholds; Condominiums.** Borrower shall keep the Property in good repair and shall not permit or commit waste, impairment, or deterioration of the Property and shall comply with the provisions of any lease, if this Deed of Trust is on a leasehold. If this Deed of Trust is on a condominium unit, Borrower shall perform all of Borrower's obligations under the declaration of condominium or master deed, the by-laws and regulations of the condominium project and constituent documents.

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs. Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, shall become additional indebtedness of Borrower secured by this Deed of Trust. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate stated in the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible by applicable law. Nothing contained in this paragraph 7 shall require Lender to incur any expense or do any act hereunder.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Deed of Trust such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Deed of Trust immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to Borrower.

If the Property is abandoned by Borrower or if after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days of the date of such notice, Lender is authorized to collect and apply the proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

10. Borrower Not Released. Extension of the time for payment or modification of amortization of the sums secured by this Deed of Trust granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Deed of Trust by reason of any demand made by the original Borrower and Borrower's successors in interest.

11. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any right or remedy hereunder. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Deed of Trust.

12. Remedies Cumulative. All remedies provided in this Deed of Trust are distinct and cumulative to any other right or remedy under this Deed of Trust or afforded by law or equity, and may be exercised concurrently, independently or successively.

13. Successors and Assigns Bound; Joint and Several Liability; Captions. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Deed of Trust are for convenience only and are not to be used to interpret or define the provisions hereof.

14. Notice. Any notice to Borrower provided for in this Deed of Trust shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address stated below, except for any notice required under paragraph 18 hereof to be given to Borrower in the manner prescribed by applicable law. Any notice provided for in this Deed of Trust shall be deemed to have been given to Borrower when given in the manner designated herein.

15. Uniform Deed of Trust; Governing Law; Severability. This form of deed of trust combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. This Deed of Trust shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Deed of Trust or the Note conflicts with applicable law, such conflicts shall not affect other provisions of this Deed of Trust or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Deed of Trust and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be furnished a conformed copy of this Deed of Trust at the time of execution or after recordation hereof.

17. Transfer of the Property; Assumption. If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Deed of Trust, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Lender may, at Lender's option, declare all the sums secured by this Deed of Trust to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale or transfer, Lender and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sums secured by this Deed of Trust shall be at such rate as Lender shall request. If Lender has waived the option to accelerate provided in this paragraph 17 and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Deed of Trust and the Note.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 14 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the

expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 18 hereof.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

18. Acceleration Remedies. Except as provided in paragraph 17 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Deed of Trust, including the covenants to pay when due any sums secured by this Deed of Trust, Lender prior to acceleration shall mail notice to Borrower as provided in paragraph 14 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Deed of Trust and sale of the Property. If the breach is not cured on or before the date specified in the notice, Lender at Lender's option may declare all of the sums secured by this Deed of Trust to be immediately due and payable without further demand, and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable attorney's fees.

If Lender invokes the power of sale, Lender shall send to Borrower, in the manner provided in paragraph 14 hereof, notice of Lender's election to sell the Property. Trustee shall give notice of sale by public advertisement for the time and in the manner prescribed by applicable law. Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder for cash at such time and place in DESOTO County as Trustee designates in the notice of sale in one or more parcels and in such order as Trustee may determine. Lender or Lender's designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property so sold without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all costs and expenses of the sale, including, but not limited to, reasonable Trustee's and attorney's fees and costs of title evidence; (b) to all sums secured by this Deed of Trust; and (c) the excess, if any, to the person or persons legally entitled thereto.

19. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Deed of Trust, Borrower shall have the right to have any proceedings begun by Lender to enforce this Deed of Trust discontinued at any time prior to sale of the Property pursuant to the power of sale contained in this Deed of Trust or at any time prior to entry of a judgment enforcing this Deed of Trust if: (a) Borrower pays Lender all sums which would be then due under this Deed of Trust, the Note and notes securing Future Advances, if any, had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Deed of Trust; (c) Borrower pays all reasonable expenses incurred by Lender and Trustee in enforcing the covenants and agreements of Borrower contained in this Deed of Trust and in enforcing Lender's and Trustee's remedies as provided in paragraph 18 hereof, including reasonable attorney's fees; and (d) Borrower takes such action as Lender may reasonable require to assure that the lien of this Deed of Trust, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Deed of Trust shall continue unimpaired. Upon such payment and cure by Borrower, this Deed of Trust and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

20. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 18 hereof or abandonment of the Property, Lender, in person, by agent or by judicially appointed receiver shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the Receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Deed of Trust. Lender and the receiver shall be liable to account only for those rents actually received.

21. Future Advances. Upon request of Borrower, Lender, at Lender's option prior to release of this Deed of Trust, may make Future Advances to Borrower. Such Future Advances, with interest thereon, shall be secured by this Deed of Trust when evidenced by promissory notes stating that said notes are secured hereby.

22. Release. Upon payment of all sums secured by this Deed of Trust, Lender or Trustee shall cancel this Deed of Trust without charge to Borrower. If Trustee is requested to cancel this Deed of Trust, all notes evidencing indebtedness secured by this Deed of Trust shall be surrendered to Trustee.

23. Substitute Trustee. Lender at Lender's option may from time to time remove Trustee and appoint a successor Trustee to any Trustee appointed hereunder by instrument recorded in the county in which this Deed of Trust is recorded. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon the Trustee herein and by applicable law.

IN WITNESS WHEREOF, Borrower has executed this Deed of Trust.

Ronald W. Reed
RONALD W. REED -Borrower

Judy F. Reed
JUDY F. REED -Borrower

Blenville Road, Rural Route

Nesbit, MS 38651

Property Address

STATE OF MISSISSIPPI, DESOTO COUNTY SS:

Personally appeared before me, the undersigned authority in and for said County and State, the within named RONALD W. REED and wife, JUDY F. REED, who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and seal of office, on this the 25 day of NOVEMBER, A.D. 19 75.

My Commission expires: My Commission Expires May 22, 1977

William H. Rust
Notary Public



STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 9 o'clock and 55 minutes day of Nov.

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 9 o'clock 55 minutes A.M. 25 day of Nov. 1975, and that the same has been recorded in Book 143 Page 451 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 25 day of November 1975.

Fees \$5.00 pd.

SEAL H. P. Ferguson CLERK

W. D. Ferguson
CHANCERY CLERK

455

Mississippi Bankers Association
Form No. 1
(Revised Dec. 1965)
L A N DDEED OF TRUST
LANDTHIS INDENTURE, this day made and entered into between RICHARD L. DODDS AND
WIFE, MARY JACQUELINE DODDS

of the first part, hereinafter designated as the Grantor,

James W. Amos

Trustee, of the second part, hereinafter designated as Trustee, and

LOYD T. SHELTON, JR. AND WIFE, of the third part, hereinafter designated as the Beneficiary.
DIANNE T. SHELTON

WITNESSETH: That whereas the Grantor is justly indebted to the beneficiary in the full sum of
SEVEN THOUSAND NINE HUNDRED AND NO/100----- DOLLARS
(\$ 7,900.00) evidenced by one promissory note of even date herewith in favor of
the beneficiary, bearing interest at the rate of 7 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:

This note shall be due and repayable in 120 equal monthly installments of
\$93.78 per month, the first of said installments being due on or before
the 9th day of December, 1975, with a like installment due on the same
day of each succeeding month thereafter until paid in full.

WHEREAS, the said grantor desires to secure the prompt payment at maturity of the aforesaid
indebtedness, as well as any extension of the same, or any part thereof, and any other or further
indebtedness in the way of future advances hereunder, or otherwise, that the grantor, or either of
them, may now or hereafter owe the beneficiary, as hereinafter provided:

NOW, THEREFORE, in consideration of the premises, and the further consideration of Ten Dol-
lars (\$10.00) cash in hand paid by the aforesaid trustee, the receipt of which is hereby acknowledged,
the grantor does hereby convey and warrant unto the said trustee, the property situated in the

COUNTY OF DESOTO

State of Mississippi, and more particularly described as follows, to-wit:

Lot 9, Wilco Estates Subdivision, in Section
7, Township 4 South, Range 7 West, as shown
on plat of record in Plat Book 9, Pages 19
through 22, in the office of the Chancery Clerk
of DeSoto County, Mississippi, to which plat
reference is hereby made for a more particular
description of said lot.

Together with all the hereditaments and appurtenances thereunto appertaining, as far as they may now or hereafter, during the term of this deed of trust, belong to or be used in connection with the occupancy of any building on the said land, or that may be hereafter erected thereon, all heating and ventilating apparatus, gas, electric light and other fixtures, whether attached to said premises or detached therefrom.

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary herein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment of interest as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other covenant herein contained, then and in that event the entire principal sum secured hereby with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, or the owner or holder of said note or notes, be and become at once due and payable, and the trustee herein named, or his successor or successors, shall, at the request of the beneficiary, or at the request of any owner or holder of the note or notes secured hereby, sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid. Such sale shall be made by giving notice of the time, place and terms of sale as required by Section 89-1-55 of the Mississippi Code of 1972 and amendments if any thereto, and the trustee shall make deed to the purchaser or purchasers. Should the beneficiary, or the owner or holder of the note or notes secured hereby be a corporation, then in such event a declaration of default to the trustee, and a request for sale hereunder, may be made by any officer thereof. If the land covered hereby is situated in two or more counties, or in two judicial districts of the same county, the trustee may sell the whole in any of the counties, or in either of the judicial districts of a county in which any part of the land lies. Out of the proceeds of sale the trustee shall first pay the cost of advertising and making the sale; and secondly, he shall pay whatever items may have been incurred and remain unpaid in the protection of this security; then he shall pay such of the items of indebtedness secured hereby as may be outstanding in the order of their maturity, and any balance remaining in his hands shall be delivered to the grantor, or to his proper representatives, agents or assigns.

It is agreed and understood, by and between the parties hereto that this conveyance is executed and intended to be, and is hereby made subject to the following covenants, stipulations and conditions, all of which shall be binding upon the parties hereto and each of them.

First. In addition to the indebtedness specifically mentioned above, and any and all extensions or renewals of the same, or any part thereof, this conveyance shall also cover such future and additional advances as may be made to the grantor, or either of them, by the beneficiary, not to exceed the sum of \$125,000.00, the beneficiary to be the sole judge as to whether or not such future and additional advances shall be made. In addition to all of the above, it is intended that this conveyance shall secure, and it does secure any and all debts, obligations, or liabilities, direct or contingent, of the grantor herein, or either of them, to the beneficiary, whether now existing or hereafter arising at any time before actual cancellation of this instrument on the public records of mortgages and deeds of trust, whether the same be evidenced by note, open account, over-draft, endorsement, guaranty or otherwise.

Second. The grantor will at all times during the continuance of this deed of trust keep the buildings and improvements on said premises insured against loss or damage by fire, storm, war damage and other hazard in such reliable insurance company, or companies, as may be acceptable to the beneficiary, for the maximum amount of insurance obtainable, or in such amount as may be approved by beneficiary, and all policies covering the same shall contain the proper loss payable clause, making all losses, if any, payable to the beneficiary, his successors or assigns, and shall be delivered to the beneficiary herein, or to the owner or holder of the notes secured hereby as additional security. In case of loss and payment by any insurance company, the amount of insurance money so paid shall be applied either on the indebtedness secured hereby, or in rebuilding or restoring the damaged building, or buildings, or it may be released to the grantor, as the beneficiary may elect. In the event of loss the grantor shall immediately give notice by mail to the beneficiary who may make proof of loss if same be not promptly made by the grantor. Each insurance company involved is hereby authorized, empowered and directed to make payment for any loss directly to the beneficiary instead of to the grantor and the beneficiary jointly.

Third. The grantor will pay all taxes and assessments, general or special, which may be assessed against the said land, premises or property, or upon the interest of the trustee or the beneficiary therein, or upon this deed of trust, or the indebtedness secured hereby, without regard to any law heretofore enacted or that may hereafter be enacted imposing payment of the whole or any part thereof upon either the trustee or beneficiary, and further will furnish annually to the beneficiary certificates or receipts of the proper officer showing full payment of all such taxes and assessments.

Fourth. That the rents, issues and profits of all and every part of the property here conveyed are specifically pledged to the payment of the indebtedness hereby secured, and all obligations which may accrue under the terms of this instrument. Upon the maturity of the indebtedness hereby secured, either by lapse of time or by reason of any default as herein provided, or if at any time it becomes necessary to protect the lien of this conveyance, the beneficiary, or any owner, or holder of the notes secured hereby, shall have the right to forthwith enter into and upon the property hereinbefore described and take possession thereof, and collect and apply the rents, issues and profits thereon upon the indebtedness secured hereby, or may, if it is so desired, have a receiver appointed by any court of competent jurisdiction to collect and impound the said rents, issues and profits and after paying the expense of such receivership apply the balance thereof to the payment of any indebtedness secured hereby.

Fifth. The failure on the part of the grantor to keep and perform each, any, and all of the covenants and stipulations of this deed of trust, or the passage by the State of Mississippi of any law imposing payment of the whole or any portion of any of the taxes aforesaid upon the trustee or the beneficiary, or upon the rendering by any court of competent jurisdiction of a decision that the stipulation or provision herein covering the payment of taxes or assessments is legally inoperative, shall give to the beneficiary or to the owner or holder of the notes secured hereby the option to at once declare the entire principal sum hereby secured with all interest and charges thereon, and all other amounts secured hereby at once due and demandable and to have the property advertised and sold by the trustee herein named, or his successor or successors, in accordance with the provisions of this conveyance hereinbefore set out. But in case such default consists in the failure to keep the said property insured or to pay the taxes herein required, the beneficiary, or the owner or holder of the said secured notes, may procure said insurance and pay said taxes and assessments, or redeem the property from tax sale if it has been sold; and any and all sums paid in procuring said insurance or in paying said taxes or assessments or in redeeming said property from tax sale, together with interest thereon at the rate herein stipulated from the date the same shall have been paid, shall be covered by this conveyance and shall be due and demandable on the date of the maturity of the interest installment which may become due under the terms of this instrument next after such additional items of expense are made or incurred. In case the beneficiary or the owner or holder of said secured notes elects to advance insurance premium 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 November, 1975.



Richard L. Dodds
RICHARD L. DODDS
Mary Jacqueline Dodds
MARY JACQUELINE DODDS

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 they

RICHARD L. DODDS AND WIFE, MARY JACQUELINE DODDS
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 20 day of November, 1975.
My Commission Expires: May 18, 1977 *Colleen H. Engel*
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 9 o'clock no minutes A. M. 25 day of Nov. 1975, and that the same has been recorded in Book 193 Page 455 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 25 day of November 1975.
Fees \$ 5.00 pd.
SEAL *H. P. Ferguson* CLERK

FULLY PAID AND SATISFIED, 12-5-86
UNITED STATES OF AMERICA, FARMERS HOME
ADMINISTRATION BY Jay S. Sutor
COUNTY SUPERVISOR BUREAU TO AUTHORITY
CONTAINED IN 31. F. R. 14109.

H. W. Ferguson By R.L.S.

USDA-FmHA
Form FmHA 427-1 MS
(Rev. 5-14-74)

Position 5

REAL ESTATE DEED OF TRUST FOR MISSISSIPPI

THIS INDENTURE, made and entered into this day, the 25th day of November, 1975
(Date)
by and between the undersigned Edgar M. Stafford, Sr. and his wife, Lois B. Stafford,

residing in DeSoto County, Mississippi, whose post office
address is Box 361, Route 2, Olive Branch, Mississippi 38654
grantor(s), herein called "Borrower," and Marion R. Goolsby, of Hernando, Mississippi

as trustee, herein called "Trustee," and the United States of America, acting through the Farmers Home Administration,
United States Department of Agriculture, beneficiary, herein called the "Government," WITNESSETH THAT:

WHEREAS, Borrower is justly indebted to the Government as evidenced by one or more certain promissory note(s) or
assumption agreement(s), herein called "note" (if more than one note is described below, the word "note" as used herein
shall be construed as referring to each note singly or all notes collectively, as the context may require), said note being
executed by Borrower, being payable to the order of the Government in installments as specified therein, authorizing
acceleration of the entire indebtedness at the option of the Government upon any default by Borrower, and being further
described as follows:

<u>Date of Instrument</u>	<u>Principal Amount</u>	<u>Annual Rate of Interest</u>	<u>Due Date of Final Installment</u>
November 25, 1975	\$19,880.00	9%	November 25, 2008

And the note evidences a loan to Borrower, and the Government, at any time, may assign the note and insure the
payment thereof pursuant to the Consolidated Farm and Rural Development Act, or Title V of the Housing Act of 1949;

And it is the purpose and intent of this instrument that, among other things, at all times when the note is held by the
Government, or in the event the Government should assign this instrument without insurance of the note, this instrument
shall secure payment of the note; but when the note is held by an insured holder, this instrument shall not secure payment
of the note or attach to the debt evidenced thereby, but as to the note and such debt shall constitute an indemnity mortgage
to secure the Government against loss under its insurance contract by reason of any default by Borrower;

NOW, THEREFORE, in consideration of the loan(s), Borrower does hereby grant, bargain, sell, convey, and assign unto
trustee with general warranty the following-described property situated in the State of Mississippi, County(ies) of

THE LANDS SITUATED IN DESOTO COUNTY, MISSISSIPPI, DESCRIBED AS FOLLOWS, TO-WIT:

Three (3) acres, more or less, situated in the Northwest Quarter of the Southeast
Quarter of Section TwentyThree (23), Township Two (2), Range Six (6) West, and more
particularly described by metes and bounds, as follows, to-wit:

Beginning at the Northeast corner of said Northwest Quarter of said Southeast Quarter of said Section 23; thence South with the East line of said 40 acre tract 150 yards to a point (which point is also the Northeast corner of the 3 acre tract owned by Tony Peyton and others); thence West 98 yards to a point; thence North 150 yards to the North line of said 40 acre tract; thence East 98 yards to the point of beginning, and as said lands are shown by Survey Plat of Eddie Clark Boetwright, Surveyor, dated December 2, 1972, BUT SUBJECT HOWEVER to the existing easement for Woolsey Road on the North side of said lands, to all taxes for the year 1975, and to Zoning, Subdivision, and Building Regulations of DeSoto County, Mississippi.

together with all rights, interests, easements, hereditaments and appurtenances thereunto belonging, the rents, issues, and profits thereof and revenues and income therefrom, all improvements and personal property now or later attached thereto or reasonably necessary to the use thereof, including, but not limited to, ranges, refrigerators, clothes washers, clothes dryers, or carpeting purchased or financed in whole or in part with loan funds, all water, water rights, and water stock pertaining thereto, and all payments at any time owing to Borrower by virtue of any sale, lease, transfer, conveyance, or condemnation of any part thereof or interest therein all of which are herein called "the property":

IN TRUST, NEVERTHELESS, (a) at all times when the note is held by the Government, or in the event the Government should assign this instrument without insurance of the payment of the note, to secure prompt payment of the note and any renewals and extensions thereof and any agreements contained therein, including any provision for the payment of an insurance or other charge, (b) at all times when the note is held by an insured holder, to secure performance of Borrower's agreement herein to indemnify and save harmless the Government against loss under its insurance contract by reason of any default by Borrower, and (c) in any event and at all times to secure the prompt payment of all advances and expenditures made by the Government, with interest, as hereinafter described, and the performance of every covenant and agreement of Borrower contained herein or in any supplementary agreement.

BORROWER for himself, his heirs, executors, administrators, successors and assigns COVENANTS AND AGREES as follows:

- (1) To pay promptly when due any indebtedness to the Government hereby secured and to indemnify and save harmless the Government against any loss under its insurance of payment of the note by reason of any default by Borrower. At all times when the note is held by an insured holder, Borrower shall continue to make payments on the note to the Government, as collection agent for the holder.
- (2) To pay to the Government such fees and other charges as may now or hereafter be required by regulations of the Farmers Home Administration.
- (3) If required by the Government, to make additional monthly payments of 1/12 of the estimated annual taxes, assessments, insurance premiums and other charges upon the mortgaged premises.
- (4) Whether or not the note is insured by the Government, the Government may at any time pay any other amounts required herein to be paid by Borrower and not paid by him when due, as well as any costs and expenses for the preservation, protection, or enforcement of this lien, as advances for the account of Borrower. All such advances shall bear interest at the rate borne by the note which has the highest interest rate.
- (5) All advances by the Government as described in this instrument, with interest, shall be immediately due and payable by Borrower to the Government without demand at the place designated in the latest note and shall be secured hereby. No such advance by the Government shall relieve Borrower from breach of his covenant to pay. Any payment made by Borrower may be applied on the note or any indebtedness to the Government secured hereby, in any order the Government determined.
- (6) To use the loan evidenced by the note solely for purposes authorized by the Government.

- (7) To pay when due all taxes, liens, judgments, encumbrances, and assessments lawfully attaching to or assessed against the property, including all charges and assessments in connection with water, water rights, and water stock pertaining to or reasonably necessary to the use of the real property described above, and promptly deliver to the Government without demand receipts evidencing such payments.
- (8) To keep the property insured as required by and under insurance policies approved by, delivered to, and retained by the Government.
- (9) To maintain improvements in good repair and make repairs required by the Government; operate the property in a good and husbandmanlike manner; comply with such farm conservation practices and farm and home management plans as the Government from time to time may prescribe; and not to abandon the property, or cause or permit waste, lessening or impairment of the security covered hereby, or, without the written consent of the Government, cut, remove, or lease any timber, gravel, oil, gas, coal, or other minerals except as may be necessary for ordinary domestic purposes.
- (10) To comply with all laws, ordinances, and regulations affecting the property.
- (11) To pay or reimburse the Government for expenses reasonably necessary or incidental to the protection of the lien priority hereof and to the enforcement of or the compliance with the provisions hereof and of the note and any supplementary agreement (whether before or after default), including but not limited to costs of evidence of title to and survey of the property, costs of recording this and other instruments, attorneys' fees, trustees' fees, court costs, and expenses of advertising, selling, and conveying the property.
- (12) Neither the property nor any portion thereof or interest therein shall be leased, assigned, sold, transferred, or encumbered, voluntarily or otherwise, without the written consent of the Government. The Government shall have the sole and exclusive rights as mortgagee hereunder, including but not limited to the power to grant consents, partial releases, subordinations, satisfaction, and no insured holder shall have any right, title or interest in or to the lien or any benefits hereof.
- (13) At all reasonable times the Government and its agents may inspect the property to ascertain whether the covenants and agreements contained herein or in any supplementary agreement are being performed.
- (14) The Government may extend and defer the maturity of and renew and reamortize the debt evidenced by the note or any indebtedness to the Government secured hereby, release from liability to the Government any party so liable thereon, release portions of the property from and subordinate the lien hereof, and waive any other rights hereunder, without affecting the lien or priority hereof or the liability to the Government of Borrower or any other party for payment of the note or indebtedness secured hereby except as specified by the Government in writing.
- (15) If at any time it shall appear to the Government that Borrower may be able to obtain a loan from a production credit association, a Federal land bank, or other responsible cooperative or private credit source, at reasonable rates and terms for loans for similar purposes and periods of time, Borrower will, upon the Government's request, apply for and accept such loan in sufficient amount to pay the note and any indebtedness secured hereby and to pay for any stock necessary to be purchased in a cooperative lending agency in connection with such loan.
- (16) The power to appoint a substitute trustee is hereby granted to the Government and its assigns, to be exercised at any time hereafter, without notice and without specifying any reason therefor, by filing for record in the office where this instrument is recorded an instrument of appointment, whereupon the substitute trustee shall succeed to all the estates, rights, powers, and trusts herein granted to or vested in Trustee, and the former trustee or substitute trustee shall be divested thereof; and notice of the exercise of this power and any requirement of, or right to require, a bond from any trustee hereunder, are hereby waived.
- (17) Default hereunder shall constitute default under any other real estate, or under any personal property or other, security instrument held or insured by the Government and executed or assumed by Borrower, and default under any such other security instrument shall constitute default hereunder.
- (18) SHOULD DEFAULT occur in the performance or discharge of any obligation in this instrument or secured by this instrument, or should any one of the parties named as Borrower die or be declared an incompetent, a bankrupt, or an insolvent, or make an assignment for the benefit of creditors, the Government, at its option, with or without notice, may: (a) declare the entire amount unpaid under the note and any indebtedness to the Government hereby secured immediately due and payable, (b) for the account of Borrower incur and pay reasonable expenses for repair or maintenance of and take possession of, operate or rent the property, (c) upon application by it and production of this instrument, without other evidence and without notice of hearing of said application have a receiver appointed for the property, with the usual powers of receivers in like cases, and (d) authorize and request Trustee to foreclose this instrument and sell the property as provided by law.
- (19) Upon default aforesaid, at the request of the Government, Trustee may foreclose this instrument by advertisement and sale of the property as provided by law, for cash or secured credit at the option of the Government, personal notice of which sale need not be served on Borrower; such sale may be adjourned from time to time without other notice than oral proclamation at the time and place appointed for such sale and correction made on the posted notices; and at such sale the Government and its agents may bid and purchase as a stranger; Trustee at his option may conduct such sale without being personally present, through his delegate authorized by him for such purpose orally or in writing, and Trustee's execution of a conveyance of the property or any part thereof to any purchaser at foreclosure sale shall be conclusive evidence that the sale was conducted by Trustee personally or through his delegate duly authorized in accordance herewith. If the property is situated in two or more counties, the sale may be held in any one of such counties selected by the Government in its sole discretion.
- (20) The proceeds of foreclosure sale shall be applied in the following order to the payment of: (a) costs and expenses incident to enforcing or complying with the provisions hereof, (b) any prior liens required by law or a competent court to be so paid, (c) the debt evidenced by the note and all indebtedness to the Government secured hereby, (d) inferior liens of record required by law or a competent court to be so paid, (e) at the Government's option, any other indebtedness of Borrower owing to or insured by the Government, and (f) any balance to Borrower. In case the Government is the successful bidder at foreclosure or other sale of all or any part of the property, the Government may pay its share of the purchase price by crediting such amount on any debts of Borrower owing to or insured by the Government, in the order prescribed above.

(21) All powers and agencies granted in this instrument are coupled with an interest and are irrevocable by death or otherwise; and the rights and remedies provided in this instrument are cumulative to remedies provided by law.

(22) Borrower recognizes that, pursuant to Federal law, the Government will not be bound by any present or future State laws, (a) providing for valuation, appraisal, homestead or exemption of the property, (b) prohibiting maintenance of an action for a deficiency judgment or limiting the amount thereof or the time within which such action must be brought, (c) prescribing any other statute of limitations, (d) allowing any right of redemption or possession following any foreclosure sale, or (e) limiting the conditions which the Government may by regulation impose, including the interest rate it may charge, as a condition of approving a transfer of the property to a new Borrower. Borrower expressly waives the benefit of any such State laws. Borrower hereby relinquishes, waives, and conveys all rights, inchoate or consummate, of descent, dower, and curtesy.

(23) If any part of the loan for which this instrument is given shall be used to finance the purchase, construction or repair of property to be used as an owner-occupied dwelling (a) neither he nor anyone authorized to act for him will, after receipt of a bona fide offer, refuse to negotiate for its sale or rental, or will otherwise make unavailable or deny said property, to anyone because of race, color, religion or national origin and (b) Borrower recognizes as illegal and hereby disclaims and will not comply with or attempt to enforce any restrictive covenants on said property relating to race, color, religion or national origin.

(24) This instrument shall be subject to the present regulations of the Farmers Home Administration, and to its future regulations not inconsistent with the express provisions hereof.

(25) Notices given hereunder shall be sent by certified mail, unless otherwise required by law, addressed, unless and until some other address is designated in a notice so given in the case of the Government to Farmers Home Administration, United States Department of Agriculture, at Jackson, Mississippi 39201, and in the case of Borrower to him at his post office address stated above.

(26) If any provision of this instrument or application thereof to any person or circumstances is held invalid, such invalidity will not affect other provisions or applications of the instrument which can be given effect without the invalid provision or application, and to that end the provisions hereof are declared to be severable.

WITNESS the signature(s) of Borrower the day and year first above written.

Edgar M. Stafford Sr.
Edgar M. Stafford, Sr.

Lois B. Stafford
Lois B. Stafford

STATE OF MISSISSIPPI

COUNTY OF DeSoto

ACKNOWLEDGMENT

Personally appeared before me, the undersigned, Chancery Court Clerk in and for said County and State, the within-named Edgar M. Stafford, Sr.

and Lois B. Stafford, his wife, who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and official seal this 25th day of November, 1975.

H. P. Ferguson
H. P. Ferguson
Chancery Court Clerk
(Title)

(SEAL)

My Commission Expires: January 5, 1976.

return to farmer

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 20 minutes A.M. 25 day of Nov. 1975, and that the same has been recorded in Book 193 Page 458 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 25 day of November 1975.

Fees \$5.00 pd.

SEAL *H. P. Ferguson* CLERK

462

CANCELLED BY AUTHORITY RECORDED IN BOOK

250 PAGE 343

THIS 11 DAY OF Oct 19 79

H. D. Ferguson
CHANCERY CLERK

Mississippi Bankers Association
Form No. 1
(Revised Dec. 1955)
L. A. N. B.

DEED OF TRUST LAND

THIS INDENTURE, this day made and entered into between

B. J. MANNING and wife, PATSY F. MANNING,
of the first part, hereinafter designated as the Grantor,

William H. Austin, Jr. Trustee, of the second part, hereinafter designated as Trustee, and

WILLIE F. SNEED and wife, JESLYN W. SNEED, Or Survivor,
of the third part, hereinafter designated as the Beneficiary.

WITNESSETH: That whereas the Grantor is justly indebted to the beneficiary in the full sum of
THREE THOUSAND FIVE HUNDRED SIXTY-ONE AND NO/100 - - - - - DOLLARS
(\$3,561.00) evidenced by one (1) promissory note of even date herewith in favor of
the beneficiary, bearing interest at the rate of eight (8) per centum per - - - - - annum after
Jan. 25, 1976 , providing for the payment of attorney's fees in case of default and being due
and payable as follows, to-wit:

One Hundred Eighty (180) amortized monthly installments, the first
installment being due and payable on the 25th day of January, 1976, with
a like installment being due and payable on the 25th day of each and
every successive month thereafter until paid in full, the 180th and final
installment being due and payable on the 25th day of December, 1991.

THIS IS A PURCHASE MONEY DEED OF TRUST.

WHEREAS, the said grantor desires to secure the prompt payment at maturity of the aforesaid
indebtedness, as well as any extension of the same, or any part thereof, and any other or further
indebtedness in the way of future advances hereunder, or otherwise, that the grantor, or either of
them, may now or hereafter owe the beneficiary, as hereinafter provided:

NOW, THEREFORE, in consideration of the premises, and the further consideration of Ten Dol-
lars (\$10.00) cash in hand paid by the aforesaid trustee, the receipt of which is hereby acknowledged,
the grantor does hereby convey and warrant unto the said trustee, the property situated in the
County of DeSoto,
State of Mississippi, and more particularly described as follows, to-wit:

(See next page.)

(Property Description attached.)

Lot 107, in Section "A", of Lake O' The Hills Subdivision, as shown on plat appearing of record in Plat Book 2, Pages 29-33 in the Chancery Court Clerk's Office of DeSoto County, Mississippi, to which recorded plat reference is made for a more particular description. Said lot being situated in Section 20, Township 3, Range 9 West;

Together with all the hereditaments and appurtenances thereunto appertaining, as far as they may now or hereafter, during the term of this deed of trust, belong to or be used in connection with the occupancy of any building on the said land, or that may be hereafter erected thereon, all heating and ventilating apparatus, gas, electric light and other fixtures, whether attached to said premises or detached therefrom.

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary herein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment of interest as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other 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 358 of the Mississippi Code of 1942 and amendments if any thereto, and the trustee shall make deed to the purchaser or purchasers. Should the beneficiary, or the owner or holder of the note or notes secured hereby be a corporation, then in such event a declaration of default to the trustee, and a request for sale hereunder, may be made by any officer thereof. If the land covered hereby is situated in two or more counties, or in two judicial districts of the same county, the trustee may sell the whole in any of the counties, or in either of the judicial districts of a county in which any part of the land lies. Out of the proceeds of sale the trustee shall first pay the cost of advertising and making the sale; and secondly, he shall pay whatever items may have been incurred and remain unpaid in the protection of this security; then he shall pay such of the items of indebtedness secured hereby as may be outstanding in the order of their maturity, and any balance remaining in his hands shall be delivered to the grantor, or to his proper representatives, agents or assigns.

It is agreed and understood, by and between the parties hereto that this conveyance is executed and intended to be, and is hereby made subject to the following covenants, stipulations and conditions, all of which shall be binding upon the parties hereto and each of them.

First. In addition to the indebtedness specifically mentioned above, and any and all extensions or renewals of the same, or any part thereof, this conveyance shall also cover such future and additional advances as may be made to the grantor, or either of them, by the beneficiary, not to exceed the sum of \$125,000.00, the beneficiary to be the sole judge as to whether or not such future and additional advances shall be made. In addition to all of the above, it is intended that this conveyance shall secure, and it does secure any and all debts, obligations, or liabilities, direct or contingent, of the grantor herein, or either of them, to the beneficiary, whether now existing or hereafter arising at any time before actual cancellation of this instrument on the public records of mortgages and deeds of trust, whether the same be evidenced by note, open account, over-draft, endorsement, guaranty or otherwise.

Second. The grantor will at all times during the continuance of this deed of trust keep the buildings and improvements on said premises insured against loss or damage by fire, storm, war damage and other hazard in such reliable insurance company, or companies, as may be acceptable to the beneficiary, for the maximum amount of insurance obtainable, or in such amount as may be approved by beneficiary, and all policies covering the same shall contain the proper loss payable clause, making all losses, if any, payable to the beneficiary, his successors or assigns, and shall be delivered to the beneficiary herein, or to the owner or holder of the notes secured hereby as additional security. In case of loss and payment by any insurance company, the amount of insurance money so paid shall be applied either on the indebtedness secured hereby, or in rebuilding or restoring the damaged building, or buildings, or it may be released to the grantor, as the beneficiary may elect. In the event of loss the grantor shall immediately give notice by mail to the beneficiary who may make proof of loss if same be not promptly made by the grantor. Each insurance company involved is hereby authorized, empowered and directed to make payment for any loss directly to the beneficiary instead of to the grantor and the beneficiary jointly.

Third. The grantor will pay all taxes and assessments, general or special, which may be assessed against the said land, premises or property, or upon the interest of the trustee or the beneficiary therein, or upon this deed of trust, or the indebtedness secured hereby, without regard to any law heretofore enacted or that may hereafter be enacted imposing payment of the whole or any part thereof upon either the trustee or beneficiary, and further will furnish annually to the beneficiary certificates or receipts of the proper officer showing full payment of all such taxes and assessments.

Fourth. That the rents, issues and profits of all and every part of the property here conveyed are specifically pledged to the payment of the indebtedness hereby secured, and all obligations which may accrue under the terms of this instrument. Upon the maturity of the indebtedness hereby secured, either by lapse of time or by reason of any default as herein provided, or if at any time it becomes necessary to protect the lien of this conveyance, the beneficiary, or any owner, or holder of the notes secured hereby, shall have the right to forthwith enter into and upon the property hereinbefore described and take possession thereof, and collect and apply the rents, issues and profits thereon upon the indebtedness secured hereby, or may, if it is so desired, have a receiver appointed by any court of competent jurisdiction to collect and impound the said rents, issues and profits and after paying the expense of such receivership apply the balance thereof to the payment of any indebtedness secured hereby.

Fifth. The failure on the part of the grantor to keep and perform each, any, and all of the covenants and stipulations of this deed of trust, or the passage by the State of Mississippi of any law imposing payment of the whole or any portion of any of the taxes aforesaid upon the trustee or the beneficiary, or upon the rendering by any court of competent jurisdiction of a decision that the stipulation or provision herein covering the payment of taxes or assessments is legally inoperative, shall give to the beneficiary or to the owner or holder of the notes secured hereby the option to at once declare the entire principal sum hereby secured with all interest and charges thereon, and all other amounts secured hereby at once due and demandable and to have the property advertised and sold by the trustee herein named, or his successor or successors, in accordance with the provisions of this conveyance hereinbefore set out. But in case such default consists in the failure to keep the said property insured or to pay the taxes herein required, the beneficiary, or the owner or holder of the said secured notes, may procure said insurance and pay said taxes and assessments, or redeem the property from tax sale if it has been sold; and any and all sums paid in procuring said insurance or in paying said taxes or assessments or in redeeming said property from tax sale, together with interest thereon at the rate herein stipulated from the date the same shall have been paid, shall be covered by this conveyance and shall be due and demandable on the date of the maturity of the interest installment which may become due under the terms of this instrument next after such additional items of expense are made or incurred. In case the beneficiary or the owner or holder of said secured notes elects to advance insurance premium and/or taxes, the receipt of an agent of the insurance company or companies in which said insurance is placed shall, with respect to such insurance premiums, be conclusive evidence as between the parties to this conveyance of the amount and fact of payment thereof; and the receipt of the proper public official, shall with respect to the taxes and assessments, aforesaid, be conclusive as between the parties to this conveyance of the amount and validity of said taxes or assessments and of the fact of the payment thereof.

Sixth. The beneficiary, or any owner or holder of the note secured hereby, may at pleasure, without giving formal notice to the original or any successor trustee, or to the grantor herein, and without regard to the willingness or inability of any such trustee to act, or to execute this trust, appoint another person or succession of persons to act as trustee herein, and such appointee or substitute shall have all the powers in the execution of this trust as are vested in the trustee herein named. If the beneficiary, or the owner or holder of the note secured hereby, be a corporation, such appointment may be made by its president, vice-president, assistant vice-president, secretary or treasurer.

Seventh. In case of foreclosure and sale of the property covered hereby, the beneficiary, or any owner or holder of the notes secured hereby, shall have the same right to purchase at said sale as if a stranger to this instrument.

Eighth. Grantor covenants that the premises and property covered hereby will at all times be used in a good and husbandlike manner, for lawful purposes only, and that waste will not be committed or suffered to be committed thereon.

Ninth. Whenever in this deed of trust the context so requires, the singular number shall include the plural, and the plural the singular; holder of the note or notes shall be deemed to refer to and include the owner of the debt, and the word beneficiary shall at any and all times include and mean the then holder of the note or notes secured hereby.

IN TESTIMONY WHEREOF, witness the signature of the grantor this the 25th day of July, 1975.

B. J. Manning
B. J. Manning

Patsy F. Manning
Patsy F. Manning

STATE OF MISSISSIPPI,
COUNTY OF DeSOTO

This day personally appeared before me, the undersigned authority, in and for the State and County aforesaid, the within named B. J. MANNING and wife, PATSY F. MANNING, who severally acknowledged that they

signed and delivered the above and foregoing deed of trust on the day and year therein mentioned.



Given under my hand and official seal, this the 25th day of July, 1975.

My Commission Expires May 15, 1978

William H. Bunting
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. 25 day of Nov. 1975, and that the same has been recorded in Book 192 Page 462 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 25 day of November 1975.

Fee \$ 5.00 pd.

SEAL *H. P. Ferguson* CLERK

Paid, Satisfied and Cancelled 465

This 3rd day of Feb 1983

DeSoto Title Co.

George D. Rives, Jr.

Attest: *H. P. Ferguson*
Chancery Clerk

By: G. W. McLean P.C.

DEED OF TRUST

This indenture made this 17th day of November, 19 75, between George D. Rives, Jr. and wife, Gladys S. Rives called First Party, and WALKEM DEVELOPMENT COMPANY OF MISSISSIPPI, INC., called Second Party, WITNESSETH:

WHEREAS, the First Party are indebted to the Second Party in the sum of \$ 7,101.00, evidenced by one promissory note of even date due and repayable in 84 equal monthly installments of \$ 84.54, ~~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 258 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.

George D. Rives, Jr.
Gladys S. Rives

George D. Rives, Jr.
Gladys S. Rives
Grantors

STATE OF TENNESSEE)
COUNTY OF SHELBY)

Personally appeared before me, the undersigned authority of said County and State, the within named George D. Rives, Jr. and wife, Gladys S. Rives, who acknowledged that they signed and delivered the above and foregoing deed of trust on the day and year therein mentioned as their free and voluntary act and deed and for the purposes therein expressed.

Given under my hand and official seal of office this the 17th day of November, 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 3 o'clock 15 minutes P. M. 25 day of Nov. 1975, and that the same has been recorded in Book 193 Page 465 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 26 day of Nov. 1975.

Fees \$ 2.50 pd.

SEAL *H. P. Ferguson* CLERK

466

Paid, Satisfied and Cancelled

This 21 day of May 1975
Joel Walker

W. J. Ferguson
Chancery Clerk
By *on order*

DEED OF TRUST

This indenture made this 20th day of November, 1975, between Arnold W. Garrett and wife, Louella H. Garrett called First Party, and WALKEM DEVELOPMENT COMPANY OF MISSISSIPPI, INC., called Second Party, WITNESSETH:

WHEREAS, the First Party is indebted to the Second Party in the sum of \$ 6,450.00, evidenced by one promissory note of even date due and repayable in 84 equal monthly installments of \$ 100.54, and ~~installments of \$ 100.54~~ the first installment due the 15th day of January, 1976 and one installment due monthly thereafter until paid in full.

THEREFORE, in consideration of the premises and the sum of One Dollar, to the First Party paid by Joel Walker, Trustee, the First Party has this day conveyed and warranted to the said Trustee, in trust to secure the payment of the aforesaid promissory note, the land in DeSoto County, Mississippi, described as follows, to-wit:

Lot 158 in Section B of Delta Ridge Mobile Home Park Subdivision as shown on Plat appearing of record in Plat Book 9, pages 33-40 in the Chancery Court Clerk's office of DeSoto County, Mississippi, to which recorded plat reference is made for a more particular description. Said lot being situated in Section 6, Township 3, Range 9.

A failure to pay any one or more of said installments when due shall operate to cause the entire unpaid indebtedness to become immediately due and payable at the option of the holder of said note. Makers of said note shall have the right to pay all or any part of the said indebtedness before maturity without penalty.

Should the Trustee at any time believe said property, or any part thereof endangered as a security for said debt, he may then forthwith take possession of said property and sell the same as herein below directed. Should the First Party promptly pay the above stated indebtedness on or before the due date thereof, then this instrument to be void; but in default thereof the said Trustee shall take possession of said property, and after giving notice of the time, place and terms of sale by advertisement according to law, shall sell same at public auction to the highest bidder for cash, at such time and place as he shall designate in said advertisement. The proceeds of said sale shall be applied to the payment of said indebtedness and all costs incurred herein; and if there be a surplus, such surplus shall be refunded to the First Party. In case of failure or inability on the part of said Trustee to execute the trust herein confided, the Second Party, its assigns or legal representatives can at any time appoint a Trustee to act in his stead.

Witness our signatures this the date written above.

Martha Boyer

Arnold W. Garrett
Louella H. Garrett
Grantors

STATE OF TENNESSEE)
COUNTY OF SHELBY)

Personally appeared before me, the undersigned authority of said County and State, the within named Arnold W. Garrett and wife, Louella H. Garrett, who acknowledged that they signed and delivered the above and foregoing deed of trust on the day and year therein mentioned as their free and voluntary act and deed for the purposes therein expressed.

Given under my hand and official seal of office this 20th day of November, 1975.

Agnes Weatherly
Notary Public

My commission expires:

My Commission Expires January 17, 1979



STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 3 o'clock 15 minutes P. M. 25 day of Nov., 1975, and that the same has been recorded in Book 193 Page 466 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 26 day of Nov., 1975.
Fees \$ 2.50 pd.

SEAL *H. P. Ferguson*, CLERK

Assignment of this Instrument Recorded in
Real Estate TID Book
CANCELLED BY AUTHORITY. RECORDED IN BOOK No. 1916 Page 636
452 PAGE 437
THIS 27 DAY OF Oct. 19 88
W. E. Davis Chancery Clerk

VA Form 24-4222 (Home Loan)
Revised January 1974. Use Op-
tional Section 1810, Title 28,
U.S.C. Acceptable to Federal
National Mortgage Association.

MISSISSIPPI

DEED OF TRUST

THIS DEED OF TRUST, made and entered into this 20th day of November, 1975,
by and between JAMES KEITH BRAMLETT and wife MARY LINDA W. BRAMLETT

, hereinafter called the Grantor; David G. Williams & Milburn K. Noell
, hereinafter called the Trustee, and

The First National Bank of Memphis

National Banking, a corporation organized
and existing under the laws of the United States, having its principal office and
post-office address at 165 Madison Avenue, Memphis, Tenn., hereinafter called the
Beneficiary:

WITNESSETH, That the Grantor, in consideration of the debt and trust hereinafter mentioned, and the sum
of One Dollar (\$1.00) to the Grantor paid by the Trustee, the receipt whereof is hereby acknowledged, does by
these presents grant, bargain, sell, convey, and warrant unto the Trustee, the following-described property, situated
in the County of DeSoto, State of Mississippi, to wit:

Lots 2 and 10 of the John M. Cole, Jr., subdivision in
DeSoto County, Mississippi, as shown on plat of record
in Plat Book No. 1, Page 27, of record in the office of
the Chancery Court Clerk of DeSoto County, Mississippi,
and being situated in the East Half of Section Twenty-
Eight (28), Township Two (2), Range Six (6) West, less
so much of the North side of Lot 2 as may lie in a public
road.

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.

together with all buildings and improvements thereon or that may hereafter be erected thereon and the hereditaments
and appurtenances and all other rights thereunto belonging, or in anywise now or hereafter appertaining, and the
reversion and reversions, remainder or remainders, rents, issues, and profits thereof, and all rights of homestead,
and all fixtures now or hereafter attached to or used in connection with the premises herein described and in addition
thereto the following described household appliances, which are, and shall be deemed to be, fixtures and a part of
the realty, and are a portion of the security of the indebtedness herein mentioned;

To HAVE AND TO HOLD the same unto the Trustee and unto his successors and assigns, forever.

IN TRUST, HOWEVER, to secure to the Beneficiary named above, the payment of a certain promissory note of even date herewith in the principal sum of TWENTY-FIVE THOUSAND AND NO/100-----Dollars (\$25,000.00), 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 The First National Bank of Memphis 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 & ONE & 25/100 Dollars (\$201.25), commencing on the first day of January, 1976, 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 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. He will pay all and singular the principal and interest and other sums of money payable by virtue of the note secured hereby and of this lien, at the times and in the manner in said note and hereinafter provided. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one hundred dollars (\$100.00), whichever is less. Prepayment in full shall be credited on the date received. Partial prepayment, other than on an installment due date, need not be credited until the next following installment due date or thirty days after such prepayment, whichever is earlier.

2. Together with and in addition to the monthly payments of principal and interest payable under the terms of the note secured hereby, he will pay to the Beneficiary as trustee (under the terms of this trust as herein stated), on the first day of each month until the note is fully paid:

(a) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable to renew the policies of fire and other hazard insurance on the premises covered by this Deed of Trust, plus taxes and assessments next due on these premises (all as estimated by the Beneficiary, and of which Grantor is notified) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by the Beneficiary in trust to pay said ground rents, premiums, taxes, and special assessments.

(b) The aggregate of the amounts payable pursuant to subparagraph (a) and those payable on the note secured hereby, shall be paid in a single payment each month, to be applied to the following items in the order stated:

- (i) ground rents, if any, taxes, special assessments, fire and other hazard insurance premiums;
- (ii) interest on the note secured hereby; and
- (iii) amortization of the principal of said note.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Grantor prior to the due date of the next such payment, constitute an event of default under this Deed of Trust. At Beneficiary's option, Grantor will pay a "late charge" not exceeding four per centum (4%) of any installment when paid more than fifteen (15) days after the due date thereof to cover the extra expense involved in handling delinquent payments, but such "late charge" shall not be payable out of the proceeds of any sale made to satisfy the indebtedness secured hereby, unless such proceeds are sufficient to discharge the entire indebtedness and all proper costs and expenses secured thereby.

3. If the total of the payments made by the Grantor under (a) of paragraph 2 preceding shall exceed the amount of payments actually made by the Beneficiary as trustee for ground rents, taxes, or assessments, or insurance premiums, as the case may be, such excess shall be credited on subsequent payments to be made by the Grantor for such items or, at Beneficiary's option as trustee, shall be refunded to Grantor. If, however, such monthly payments shall not be sufficient to pay such items when the same shall become due and payable, then the Grantor shall pay to the Beneficiary as trustee any amount necessary to make up the deficiency. Such payments shall be made within thirty (30) days after written notice from the Beneficiary stating the amount of the deficiency, which notice may be given by mail. If at any time the Grantor shall tender to the Beneficiary, in accordance with the provisions thereof, the full payment of the entire indebtedness represented thereby, the Beneficiary shall as trustee, in computing the amount of such indebtedness, credit to the account of the Grantor any credit balance remaining under the provisions of (a) of paragraph 2 hereof. If there shall be a default under any of the provisions of this Deed of Trust resulting in a public sale of the premises covered hereby or if the Beneficiary acquires the property otherwise after default, the Beneficiary shall apply,

as trustee at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the amount then remaining to credit of Grantor under (a) of paragraph 2 preceding, as a credit on the interest accrued and unpaid and the balance to the principal then remaining unpaid on the note secured hereby.

4. The lien of this instrument shall remain in full force and effect during any postponement or extension of the time of payment of the indebtedness or any part thereof secured hereby.

5. He will pay all and singular the costs, charges and expenses, including reasonable attorney's fees incurred by Beneficiary because of the failure on the part of the Grantor to conform and comply with his obligations and duties under the term of the note secured hereby and of this Deed of Trust; and if such failure results in a sale under a foreclosure hereof, said fee shall be reasonable ~~percentage of the net proceeds of the sale~~ ~~of the net proceeds of the sale~~ ~~date of sale.~~

6. Upon the request of the Beneficiary the Grantor shall execute and deliver a supplemental note or notes for the sum or sums advanced by the Beneficiary for the alteration, modernization, improvement, maintenance, or repair of said premises, for taxes or assessments against the same and for any other purpose authorized hereunder. Said note or notes shall be secured hereby on a parity with and as fully as if the advance evidenced thereby were included in the note first described above. Said supplemental note or notes shall bear interest at the rate provided for in the principal indebtedness and shall be payable in approximately equal monthly payments for such period as may be agreed upon by the creditor and debtor. Failing to agree on the maturity, the whole of the sum or sums so advanced shall be due and payable thirty (30) days after demand by the creditor. In no event shall the maturity extend beyond the ultimate maturity of the note first described above.

7. He will not commit, permit, or suffer waste, impairment, or deterioration of said property or any part thereof, and in the event of the failure of the Grantor to keep the buildings and other improvements now or hereafter on said premises in good repair, the Beneficiary may make such repairs as may reasonably be deemed necessary for the proper preservation thereof, and the sums so paid shall bear interest from date at the rate provided for in the principal indebtedness, shall be payable thirty (30) days after demand, and shall be fully secured by this Deed of Trust.

8. He will continuously maintain hazard insurance, of such type or types and amounts as Beneficiary may from time to time require, on the improvements now or hereafter on said premises, and except when payment for all such premiums has theretofore been made under (a) of paragraph 2 hereof, he will pay promptly when due any premiums therefor. All insurance shall be carried in companies approved by the Beneficiary and the policies and renewals thereof shall be held by the Beneficiary and have attached thereto loss payable clauses in favor of and in form acceptable to the Beneficiary. In event of loss the Grantor will give immediate notice by mail to the Beneficiary, who may make proof of loss if not made promptly by the Grantor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Beneficiary instead of to the Grantor and the Beneficiary jointly, and the insurance proceeds, or any part thereof, may be applied by the Beneficiary at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this Deed of Trust, or other transfer of title to the said premises in extinguishment of the indebtedness secured hereby, all right, title, and interest of the Grantor in and to any insurance policies then in force shall pass to the purchaser or grantee.

9. He will pay all taxes, assessments, water rates, and other governmental or municipal charges, fines, or impositions, except when payment for all such items has theretofore been made under (a) of paragraph 2 hereof, and shall promptly deliver the official receipts therefor to the Beneficiary; and in default of such payment by the Grantor, the Beneficiary may pay the same, and any amount so paid by the Beneficiary shall then be added to the principal debt named herein and shall be secured hereby.

If the Grantor shall well and truly keep and perform all the covenants and agreements in this Deed of Trust, and in the note hereby secured and well and truly pay off and discharge the said note and other indebtedness secured hereby, then this conveyance shall be null and void, but otherwise shall remain in full force and effect and at the request of the Beneficiary, the said Trustee, or any successor appointed in his stead, shall sell the premises covered hereby at public auction for cash to the highest and best bidder, during legal hours, at any front door of the county courthouse of _____ County, State of Mississippi, after giving notice, by advertising and posting as required by law, of the time, place, and terms of sale, and out of the proceeds arising from such sale, the said Trustee, or any successor, shall first pay all the costs and expenses of executing this Trust, including a reasonable compensation of said Trustee; next, said Trustee shall pay the balance of the indebtedness hereby secured then remaining unpaid; next, said Trustee shall reimburse the Veterans Administration for any sums paid by it on account of the guaranty or insurance of the indebtedness secured hereby; and lastly, any balance remaining in the hands of said Trustee shall be paid to the Grantor. The Beneficiary, or any subsequent holder of the note is hereby authorized and empowered to appoint and substitute another Trustee in the place of the Trustee named herein, at any time, by writing, duly signed and acknowledged and recorded in the county or counties where the premises covered hereby are situate, and such appointee shall have full power as the Trustee herein, together with all the rights and privileges thereunto belonging. If the holder of the note is a corporation, its president or any vice president may select and appoint such substituted Trustee. No one exercise of this power of appointment, power of sale, or any other power or right given in this Deed of Trust shall exhaust the right to exercise such power, but all rights and powers herein given may be exercised as often as may be necessary to achieve the perfect security and the collection of the indebtedness secured by this Deed of Trust until said indebtedness is fully paid and discharged. At any sale made to enforce the Trust herein given, the Beneficiary, or any person in interest, may become a purchaser, and upon payment of the purchase price, the Trustee shall execute a deed of conveyance, which conveyance shall vest full and perfect title in such purchaser upon payment of the purchase price.

The Grantor hereby assigns to the Beneficiary any and all rents on the premises covered hereby and authorizes the Beneficiary, by its agent, to take possession of said premises at any time there is any default in the

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.

James K. Bramlett
JAMES KEITH BRAMLETT

Mary Linda W. Bramlett
MARY LINDA W. BRAMLETT

TENNESSEE
STATE OF ~~MISSISSIPPI~~
COUNTY OF SHELBY } ss:

Personally appeared before me, the undersigned Notary Public in and for said County, the within named James Keith Bramlett and Mary Linda W. Bramlett, 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 November, 1975.

Michael Bramlett
My commission expires 8-31-77
NOTARY PUBLIC
NOV 20 1975

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 2 o'clock 40 minutes P. M. 25 day of Nov. 1975, and that the same has been recorded in Book 193 Page 467 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 26 day of Nov. 1975.

Fees \$5.00 pd.

SEAL *H. P. Ferguson* CLERK

DAVID THE F STATE County I, Clerk of do here was file 19 Record on the Fee

FOR REAL ESTATE, CHATTEL OR BOTH

Harvey Trimble Kidd and wife, Katharine Edwards Kidd THIS INDENTURE, Made this 25th day of November 19 75 between Harvey Trimble Kidd and wife, Katharine Edwards Kidd

To { DEED OF TRUST Haywood G. Scott, and wife, and Janie M. Scott and wife, Janie M. Scott

WITNESSETH, That whereas, said parties of the first part, being indebted to the said parties of the second part in the sum of Nine Thousand One Hundred Dollars (\$9,100.00)

evidenced by a promissory note of even date, bearing 8% interest from date, due and repayable in 120 equal amortized monthly installments of \$110.42 each, first of said installments shall be due JANUARY 1, 1975 and one installment due each succeeding month thereafter until paid in full with each installment to be applied first toward accrued interest and the balance to the reduction of principal

Therefore, in consideration of the premises, and of the sum of One Dollar to the parties of the first part paid by George S. McIngvale Trustee, the parties of the first part have this day granted, bargained, and sold to the said Trustee the following described property, located in the County of DeSoto, and state of Mississippi, viz: All of the agricultural products of every kind that may be raised on the land that is the subject of this deed...

Lot 23, Section A, Hernando Estates Subdivision as per plat thereof recorded in Plat Book 3, Pages 33-34 in the office of the Chancery Clerk of DeSoto County, Mississippi to which recorded plat reference is made for a more particular description. Said lot being situated in Section 7, Township 3, 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.

This deed of trust is second and subordinate to a certain deed of trust to Schumacher Mortgage Company, Inc. recorded in Trust Deed Book 103, page 469 in the office of the Chancery Clerk of DeSoto County, Mississippi.

Should the Trustee at any time believe said property, or any part thereof, endangered as a security for said debt, he may then forthwith take possession of said property and sell the same as herein below directed. Should the parties of the first part promptly pay the above stated indebtedness on or before the maturity date thereof...

Witness OUR signature S the date written above. Harvey Trimble Kidd Katharine Edwards Kidd

STATE OF MISSISSIPPI, DeSOTO COUNTY. Personally appeared before me the undersigned authority Harvey Trimble Kidd and wife, Katharine Edwards Kidd

who acknowledged that they signed and delivered the foregoing Deed of Trust on the day and year therein mentioned. Given under my hand and official seal, this 25th day of November 19 75. My Commission Expires: 5-1-78. Notary Public

STATE OF MISSISSIPPI, DeSOTO COUNTY. Before me, 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 15 minutes P.M. 25 day of Nov 1975, and that the same has been recorded in Book 493 Page 471 records of REAL ESTATE TRUST, DEEDS of said County.

Witness my hand and seal this the 26 day of Nov 1975.

Fees \$ 2.50 pd. SEAL H. P. Ferguson Notary Public and Clerk 28 day of March 1978 Haywood G. Scott Janie M. Scott H. G. Ferguson Chancery Clerk by G. Brille D.C.

X Charles E. Johnson
1470 Town & Country, Southaven, Miss, 38671

REAL PROPERTY AGREEMENT RELEASE

WHEREAS, By the hereinafter described real property agreement, heretofore recorded in the Register's Office of Shelby County, Tennessee, certain real property was conveyed by the hereinafter named grantor s, to National Bank of Commerce, Memphis, Tennessee as Trustee, for the purpose of securing the payment and indebtedness evidenced by notes fully described in such real property agreement, and

WHEREAS, All of the notes described in and secured by said real property agreement have been paid in full, and there is nothing due or owing on said indebtedness nor under the terms and provisions of said real property agreement and

WHEREAS, Said real property agreement are briefly described as follows, to-wit:

<u>GRANTOR</u>	<u>DATE OF INSTRUMENT</u>	<u>RECORDED BOOK</u>	<u>DESCRIPTION OF PROPERTY</u>
Charles E. Johnson Mary Johnson	July 27, 1972	145 491	Lot 20 ¹ Section A of the Southaven, Subdivision, in Section 14, Township 1 South Range 8 West, Desoto, Miss.

NOW, THEREFORE, in consideration of the premises the undersigned National Bank of Commerce, Memphis, Tennessee legal owner and holder of the notes secured by said real property agreement acknowledges full payment and satisfaction thereof, and hereby releases and discharges the lien of said real property agreement, and to this end quit claim, and convey to said grantor, it's heirs and assigns all it's right, title, and interest in and to the real estate described in said real property agreement, to which reference is made for a more particular description of said property.

The undersigned, National Bank of Commerce, Memphis, Tennessee covenants with the said grantor, that he is the legal owner and holder of the notes described in and secured by said real property agreement and that he has the lawful right to release and discharge the lien thereof.

IN WITNESS WHEREOF the said National Bank of Commerce, Memphis, Tennessee has hereunto set my hand (or caused its corporate name to be signed hereto by and through its proper officers duly authorized so to do) this the 21 day of November 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 Gary D. Cantrell, Installment Loan Officer with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the Inst. Loan Officer of the National Bank of Commerce, Memphis the within named bargainer, 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 21 day of November, 19 75.

G. D. Cantrell
Notary Public

My commission expires 22nd day of November 19____.

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock no minutes A. M. 26 day of Nov 1975, and that the same has been recorded in Book 193 Page 472 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 26 day of Nov 1975.

Fees \$ 2.50 pd.

SEAL H. P. Ferguson CLERK

CHANCERY CLERK

By: B. Starks

DEED OF TRUST

THIS DEED OF TRUST is made this 21st day of November, 1975, among the Grantor, Daniel J. Smith and wife, Shelba H. Smith

Tom B. Scott, Jr. (herein "Borrower"),
 (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 (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, White Oaks Subdivision, in Section 31, Township 1 South, Range 7 West, as per plat thereof recorded in Plat Book 7, page 1, in the office of the Chancery Clerk of DeSoto County, Mississippi.

3rd Home Loan Mtg Corp.
 Acknowledgment of this instrument recorded in
 Real Estate 70 book
 No. 633 Page 62
 The 13 day of April 19 93
 W. E. Davis Clerk
 By: J. Woodward, 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 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 December 1, 2005; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Deed of Trust; and the performance of the covenants and agreements of Borrower herein contained; and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances").

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any easements and restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any Future Advances secured by this Deed of Trust.

2. Funds for Taxes and Insurance. Subject to Lender's option under paragraphs 4 and 5 hereof, Borrower shall pay to Lender on the day monthly installments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments which may attain priority over this Deed of Trust, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender shall make no charge for so holding and applying the Funds or verifying and compiling said assessments and bills. Borrower and Lender may agree in writing at the time of execution of this Deed of Trust that interest on the Funds shall be paid to Borrower, and unless such agreement is made, Lender shall not be required to pay Borrower any interest on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Deed of Trust.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency within thirty days after notice from Lender to Borrower requesting payment thereof.

Upon payment in full of all sums secured by this Deed of Trust, Lender shall promptly refund to Borrower any Funds held by Lender.

If under paragraph 18 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Deed of Trust.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note and on Future Advances, if any, and then to the principal of the Note and to the principal of Future Advances, if any.

4. Charges; Liens. Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Deed of Trust, and ground rents, if any, at Lender's option in the manner provided under Paragraph 2 hereof or by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the event Borrower shall make payment directly, Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Deed of Trust; provided, that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall in good faith contest such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require; provided, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Deed of Trust.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid at Lender's option in the manner provided under paragraph 2 hereof or by Borrower making payment, when due, directly to the insurance carrier.

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender, and Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Deed of Trust is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Deed of Trust would be impaired, the insurance proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower or if Borrower fails to respond to Lender within 30 days after notice by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

If under paragraph 18 hereof the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof (to the extent of the sums secured by this Deed of Trust immediately prior to such sale or acquisition) resulting from damage to the Property prior to the sale or acquisition shall pass to Lender.

6. Preservation and Maintenance of Property; Leaseholds; Condominiums. Borrower shall keep the Property in good repair and shall not permit or commit waste, impairment, or deterioration of the Property and shall comply with the provisions of any lease, if this Deed of Trust is on a leasehold. If this Deed of Trust is on a condominium unit, Borrower shall perform all of Borrower's obligations under the declaration of condominium or master deed, the by-laws and regulations of the condominium project and constituent documents.

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs. Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, shall become additional indebtedness of Borrower secured by this Deed of Trust. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate stated in the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible by applicable law. Nothing contained in this paragraph 7 shall require Lender to incur any expense or do any act hereunder.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Deed of Trust such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Deed of Trust immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to Borrower.

If the Property is abandoned by Borrower or if after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days of the date of such notice, Lender is authorized to collect and apply the proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

10. Borrower Not Released. Extension of the time for payment or modification of amortization of the sums secured by this Deed of Trust granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Deed of Trust by reason of any demand made by the original Borrower and Borrower's successors in interest.

11. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any right or remedy hereunder. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Deed of Trust.

12. Remedies Cumulative. All remedies provided in this Deed of Trust are distinct and cumulative to any other right or remedy under this Deed of Trust or afforded by law or equity, and may be exercised concurrently, independently or successively.

13. Successors and Assigns Bound; Joint and Several Liability; Captions. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Deed of Trust are for convenience only and are not to be used to interpret or define the provisions hereof.

14. Notice. Any notice to Borrower provided for in this Deed of Trust shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address stated below, except for any notice required under paragraph 18 hereof to be given to Borrower in the manner prescribed by applicable law. Any notice provided for in this Deed of Trust shall be deemed to have been given to Borrower when given in the manner designated herein.

15. Uniform Deed of Trust; Governing Law; Severability. This form of deed of trust combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. This Deed of Trust shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Deed of Trust or the Note conflicts with applicable law, such conflicts shall not affect other provisions of this Deed of Trust or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Deed of Trust and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be furnished a conformed copy of this Deed of Trust at the time of execution or after recordation hereof.

17. Transfer of the Property; Assumption. If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Deed of Trust, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Lender may, at Lender's option, declare all the sums secured by this Deed of Trust to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale or transfer, Lender and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sums secured by this Deed of Trust shall be at such rate as Lender shall request. If Lender has waived the option to accelerate provided in this paragraph 17 and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Deed of Trust and the Note.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 14 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the

expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 18 hereof.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

18. Acceleration Remedies. Except as provided in paragraph 17 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Deed of Trust, including the covenants to pay when due any sums secured by this Deed of Trust, Lender prior to acceleration shall mail notice to Borrower as provided in paragraph 14 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Deed of Trust and sale of the Property. If the breach is not cured on or before the date specified in the notice, Lender at Lender's option may declare all of the sums secured by this Deed of Trust to be immediately due and payable without further demand, and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable attorney's fees.

If Lender invokes the power of sale, Lender shall send to Borrower, in the manner provided in paragraph 14 hereof, notice of Lender's election to sell the Property. Trustee shall give notice of sale by public advertisement for the time and in the manner prescribed by applicable law. Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder for cash at such time and place in DeSoto County as Trustee designates in the notice of sale in one or more parcels and in such order as Trustee may determine. Lender or Lender's nominee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property so sold without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all costs and expenses of the sale, including, but not limited to, reasonable Trustee's and attorney's fees and costs of title evidence; (b) to all sums secured by this Deed of Trust; and (c) the excess, if any, to the person or persons legally entitled thereto.

19. Borrower's Right to Reinstatement. Notwithstanding Lender's acceleration of the sums secured by this Deed of Trust, Borrower shall have the right to have any proceedings begun by Lender to enforce this Deed of Trust discontinued at any time prior to sale of the Property pursuant to the power of sale contained in this Deed of Trust or at any time prior to entry of a judgment enforcing this Deed of Trust if: (a) Borrower pays Lender all sums which would be then due under this Deed of Trust, the Note and notes securing Future Advances, if any, had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Deed of Trust; (c) Borrower pays all reasonable expenses incurred by Lender and Trustee in enforcing the covenants and agreements of Borrower contained in this Deed of Trust and in enforcing Lender's and Trustee's remedies as provided in paragraph 18 hereof, including reasonable attorney's fees; and (d) Borrower takes such action as Lender may reasonable require to assure that the lien of this Deed of Trust, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Deed of Trust shall continue unimpaired. Upon such payment and cure by Borrower, this Deed of Trust and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

20. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 18 hereof or abandonment of the Property, Lender, in person, by agent or by judicially appointed receiver shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the Receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Deed of Trust. Lender and the receiver shall be liable to account only for those rents actually received.

21. Future Advances. Upon request of Borrower, Lender, at Lender's option prior to release of this Deed of Trust, may make Future Advances to Borrower. Such Future Advances, with interest thereon, shall be secured by this Deed of Trust when evidenced by promissory notes stating that said notes are secured hereby.

22. Release. Upon payment of all sums secured by this Deed of Trust, Lender or Trustee shall cancel this Deed of Trust without charge to Borrower. If Trustee is requested to cancel this Deed of Trust, all notes evidencing indebtedness secured by this Deed of Trust shall be surrendered to Trustee.

23. Substitute Trustee. Lender at Lender's option may from time to time remove Trustee and appoint a successor Trustee to any Trustee appointed hereunder by instrument recorded in the county in which this Deed of Trust is recorded. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon the Trustee herein and by applicable law.

IN WITNESS WHEREOF, Borrower has executed this Deed of Trust.

Daniel J. Smith
Daniel J. Smith —Borrower

Shelba H. Smith
Shelba H. Smith —Borrower

White Oaks Subdivision
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 Daniel J. Smith and wife, Shelba H. Smith who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and seal of office, on this the 21st day of November, A.D., 19 75.

My Commission expires:
January 16, 1977

Jay B. Evans
Notary Public

STATE OF MISSISSIPPI, DeSOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock and H. M. 26

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock no minutes A. M. 26 day of Nov. 1975, and that the same has been recorded in Book 193 Page 473 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 26 day of Nov. 1975.

Fees \$ 5.00 pd.

SEAL H. P. Ferguson CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK
278 PAGE 278
THIS 3rd DAY OF November 81
H. B. Ferguson
CHANCERY CLERK

DEED OF TRUST

THIS DEED OF TRUST is made this 24th day of November, 1975, among the Grantor, James L. Trusty and wife, Erin E. Trusty (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 (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 65, Section "B" Pleasant Hill Estates East Subdivision, in Section 7, Township 2 South, Range 6 West, as per plat thereof recorded in plat book 12, pages 26-31, in the office of the Chancery Clerk of DeSoto County, Mississippi.

TOGETHER with all the improvements, now or hereafter erected on the property, and all easements, rights, appurtenances, rents (subject however to the rights and authorities given herein to Lender to collect and apply such rents), royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Deed of Trust; and all of the foregoing, together with said property (or the leasehold estate in the event this Deed of Trust is on a leasehold) are herein referred to as the "Property";

To SECURE to Lender (a) the repayment of the indebtedness evidenced by Borrower's note of even date herewith (herein "Note"), in the principal sum of Forty Two Thousand and no/100-- Dollars, with interest thereon, providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on December 1, 2005; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Deed of Trust; and the performance of the covenants and agreements of Borrower herein contained; and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances").

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any easements and restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any Future Advances secured by this Deed of Trust.

2. Funds for Taxes and Insurance. Subject to Lender's option under paragraphs 4 and 5 hereof, Borrower shall pay to Lender on the day monthly installments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments which may attain priority over this Deed of Trust, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender shall make no charge for so holding and applying the Funds or verifying and compiling said assessments and bills. Borrower and Lender may agree in writing at the time of execution of this Deed of Trust that interest on the Funds shall be paid to Borrower, and unless such agreement is made, Lender shall not be required to pay Borrower any interest on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Deed of Trust.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency within thirty days after notice from Lender to Borrower requesting payment thereof.

Upon payment in full of all sums secured by this Deed of Trust, Lender shall promptly refund to Borrower any Funds held by Lender.

If under paragraph 18 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Deed of Trust.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note and on Future Advances, if any, and then to the principal of the Note and to the principal of Future Advances, if any.

4. Charges; Liens. Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Deed of Trust, and ground rents, if any, at Lender's option in the manner provided under Paragraph 2 hereof or by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the event Borrower shall make payment directly, Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Deed of Trust; provided, that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall in good faith contest such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require; provided, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Deed of Trust.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid at Lender's option in the manner provided under paragraph 2 hereof or by Borrower making payment, when due, directly to the insurance carrier.

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender, and Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Deed of Trust is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Deed of Trust would be impaired, the insurance proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower or if Borrower fails to respond to Lender within 30 days after notice by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

If under paragraph 18 hereof the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof (to the extent of the sums secured by this Deed of Trust immediately prior to such sale or acquisition) resulting from damage to the Property prior to the sale or acquisition shall pass to Lender.

6. Preservation and Maintenance of Property; Leaseholds; Condominiums. Borrower shall keep the Property in good repair and shall not permit or commit waste, impairment, or deterioration of the Property and shall comply with the provisions of any lease, if this Deed of Trust is on a leasehold. If this Deed of Trust is on a condominium unit, Borrower shall perform all of Borrower's obligations under the declaration of condominium or master deed, the by-laws and regulations of the condominium project and constituent documents.

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs. Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, shall become additional indebtedness of Borrower secured by this Deed of Trust. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate stated in the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible by applicable law. Nothing contained in this paragraph 7 shall require Lender to incur any expense or do any act hereunder.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Deed of Trust such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Deed of Trust immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to Borrower.

If the Property is abandoned by Borrower or if after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days of the date of such notice, Lender is authorized to collect and apply the proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

10. Borrower Not Released. Extension of the time for payment or modification of amortization of the sums secured by this Deed of Trust granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Deed of Trust by reason of any demand made by the original Borrower and Borrower's successors in interest.

11. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any right or remedy hereunder. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Deed of Trust.

12. Remedies Cumulative. All remedies provided in this Deed of Trust are distinct and cumulative to any other right or remedy under this Deed of Trust or afforded by law or equity, and may be exercised concurrently, independently or successively.

13. Successors and Assigns Bound; Joint and Several Liability; Captions. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Deed of Trust are for convenience only and are not to be used to interpret or define the provisions hereof.

14. Notice. Any notice to Borrower provided for in this Deed of Trust shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address stated below, except for any notice required under paragraph 18 hereof to be given to Borrower in the manner prescribed by applicable law. Any notice provided for in this Deed of Trust shall be deemed to have been given to Borrower when given in the manner designated herein.

15. Uniform Deed of Trust; Governing Law; Severability. This form of deed of trust combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. This Deed of Trust shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Deed of Trust or the Note conflicts with applicable law, such conflicts shall not affect other provisions of this Deed of Trust or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Deed of Trust and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be furnished a conformed copy of this Deed of Trust at the time of execution or after recordation hereof.

17. Transfer of the Property; Assumption. If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Deed of Trust, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Lender may, at Lender's option, declare all the sums secured by this Deed of Trust to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale or transfer, Lender and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sums secured by this Deed of Trust shall be at such rate as Lender shall request. If Lender has waived the option to accelerate provided in this paragraph 17 and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Deed of Trust and the Note.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 14 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the

expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 18 hereof.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

18. Acceleration Remedies. Except as provided in paragraph 17 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Deed of Trust, including the covenants to pay when due any sums secured by this Deed of Trust, Lender prior to acceleration shall mail notice to Borrower as provided in paragraph 14 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Deed of Trust and sale of the Property. If the breach is not cured on or before the date specified in the notice, Lender at Lender's option may declare all of the sums secured by this Deed of Trust to be immediately due and payable without further demand, and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable attorney's fees.

If Lender invokes the power of sale, Lender shall send to Borrower, in the manner provided in paragraph 14 hereof, notice of Lender's election to sell the Property. Trustee shall give notice of sale by public advertisement for the time and in the manner prescribed by applicable law. Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder for cash at such time and place in DeSoto County as Trustee designates in the notice of sale in one or more parcels and in such order as Trustee may determine. Lender or Lender's designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property so sold without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all costs and expenses of the sale, including, but not limited to, reasonable Trustee's and attorney's fees and costs of title evidence; (b) to all sums secured by this Deed of Trust; and (c) the excess, if any, to the person or persons legally entitled thereto.

19. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Deed of Trust, Borrower shall have the right to have any proceedings begun by Lender to enforce this Deed of Trust discontinued at any time prior to sale of the Property pursuant to the power of sale contained in this Deed of Trust or at any time prior to entry of a judgment enforcing this Deed of Trust if: (a) Borrower pays Lender all sums which would be then due under this Deed of Trust, the Note and notes securing Future Advances, if any, had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Deed of Trust; (c) Borrower pays all reasonable expenses incurred by Lender and Trustee in enforcing the covenants and agreements of Borrower contained in this Deed of Trust and in enforcing Lender's and Trustee's remedies as provided in paragraph 18 hereof, including reasonable attorney's fees; and (d) Borrower takes such action as Lender may reasonable require to assure that the lien of this Deed of Trust, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Deed of Trust shall continue unimpaired. Upon such payment and cure by Borrower, this Deed of Trust and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

20. Assignment of Rents: Appointment of Receiver: Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 18 hereof or abandonment of the Property, Lender, in person, by agent or by judicially appointed receiver shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the Receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Deed of Trust. Lender and the receiver shall be liable to account only for those rents actually received.

21. Future Advances. Upon request of Borrower, Lender, at Lender's option prior to release of this Deed of Trust, may make Future Advances to Borrower. Such Future Advances, with interest thereon, shall be secured by this Deed of Trust when evidenced by promissory notes stating that said notes are secured hereby.

22. Release. Upon payment of all sums secured by this Deed of Trust, Lender or Trustee shall cancel this Deed of Trust without charge to Borrower. If Trustee is requested to cancel this Deed of Trust, all notes evidencing indebtedness secured by this Deed of Trust shall be surrendered to Trustee.

23. Substitute Trustee. Lender at Lender's option may from time to time remove Trustee and appoint a successor Trustee to any Trustee appointed hereunder by instrument recorded in the county in which this Deed of Trust is recorded. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon the Trustee herein and by applicable law.

IN WITNESS WHEREOF, Borrower has executed this Deed of Trust.

James L. Trusty
James L. Trusty —Borrower
Erin E. Trusty
Erin E. Trusty —Borrower

Lot 65, Section "B" Pleasant Hill
Estates Subdivision
Olive Branch, Mississippi 38654
Property Address

STATE OF MISSISSIPPI, DeSoto COUNTY ss:

Personally appeared before me, the undersigned authority in and for said County and State, the within named James L. Trusty and wife, Erin E. Trusty who acknowledged that he, she, 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 November, A.D., 19 75

My Commission expires:
1-16-77

STATE OF MISSISSIPPI, DeSoto COUNTY Public
I certify that the within instrument was filed for record at 10 o'clock and 30 minutes A M. 26 day of Nov, 19 75 and that the same has been recorded in Book No. _____ Page _____ records of Trust Deeds of said _____

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock 30 minutes A M. 26 day of Nov, 1975, and that the same has been recorded in Book 193 Page 477 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 26 day of Nov, 1975.
Fees \$ 5.00 pd.
SEAL *H. P. Ferguson*, CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK
409 PAGE 140
THIS 23 DAY OF July 19 87
H. B. Jurgenson
CHANCERY CLERK
DS-DC

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 Harley Edward Purvis, Jr.[®]
and John M. Loftin, d/b/a PURVIS & LOFTIN, Hernando and Senatobia, Miss.

of the first part, hereinafter designated as the Grantor, Nat G. Troutt,

Senatobia, Mississippi Trustee, of the second part, hereinafter designated as Trustee, and

SENATOBIA BANK
Senatobia, Mississippi of the third part, hereinafter designated as the Beneficiary.

WITNESSETH: That whereas the Grantor is justly indebted to the beneficiary in the full sum of
Seventy eight thousand two hundred thirty five and 14/100-----DOLLARS
(\$78,235.14) evidenced by our promissory notes of even date herewith in favor of
the beneficiary, bearing interest at the rate shown in notes 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 note of even date in the amount of \$8,500.00, due and payable \$211.52
beginning on December 17, 1975 and like amount due and payable on the same
day of each consecutive month thereafter until all balance including principal
and interest are paid in full.

Our note #1923 dated March 16, 1973 in the original amount of \$87,000.00 with
the current balance of \$69,735.14, due and payable \$1,032.80 on the 10th day of
April, 1973 and on the 10th day of each consecutive month thereafter until five
(5) years from date when all the balance becomes 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 Dol-
lars (\$10.00) cash in hand paid by the aforesaid trustee, the receipt of which is hereby acknowledged,
the grantor does hereby convey and warrant unto the said trustee, the property situated in the

COUNTIES OF DESOTO AND TATE,
State of Mississippi, and more particularly described as follows, to-wit:

DeSoto Co.: A lot described as follows: A lot located in Section 12, Township 3,
Range 8 West, DeSoto County, Mississippi in the Town of Hernando, described as
beginning at an iron pin in the West right of way of U. S. Highway 51, said pin being
opposite Station 599+74.6: thence South along said Highway right of way 50.0 feet
to an iron pin; thence at an interior angle of 90 degrees West 130.0 feet to an iron
pin; thence at an interior angle 90 degrees North 50.0 feet to an iron pin; thence at
an interior angle 90 degrees East 130.0 feet to the point of beginning.

Tate Co.: Beginning at the Southwest corner of the James Boyd McCrary tract, and
which corner is on the North line of Mississippi State Highway No. 4 and run thence
in a Northerly direction along the West line of the James Boyd McCrary tract 410 feet
to a point on or near the old Looxahoma and Senatobia public road; thence in a Westerly
direction 577 feet to a stake; thence in a southerly direction and parallel to the West
line of the James Boyd McCrary tract 345 feet to a stake on the North line of Mississippi

State Highway No. 4; thence in an Easterly direction along the North line of said highway a distance of 577 feet to the point of beginning and being 5 acres of land North of said highway and West of said McCrary tract in Section 28, Township 5 South, Range 7 West.

Being the same property as was conveyed by W. A. Sheddan et al to David E. Jones by warranty deed dated August 23, 1949, as recorded in Land Deed Book JJ at Page 281 in the office of the Chancery Clerk of Tate County, Mississippi.

LESS AND EXCEPT: A certain tract of land situated in the Southeast Quarter of Section 28, Township 5, Range 7, Tate County, Mississippi, more particularly described as follows, to wit:

Beginning at a point on the North right-of-way of Mississippi Highway No. 4 at right angle to and 75 feet from center line at a point that is 192 feet Eastwardly of Station 143 + 0.0, which said point is the Southeast corner of an 11.5 acre tract North of said highway according to the plat of Marcus D. Williams of the B. R. Scott estate, which said plat appears of record in Plat Book 2 at Page 55 in the office of the Chancery Clerk of Tate County, Mississippi, and to which reference is hereby specifically made; thence North 3 degrees 15' East a distance of 348 feet, more or less, to the center line of the old Senatobia - Looxahoma Road, thence Southeastwardly along said center line of said road a distance of 311 feet, more or less, to a point; thence in a Southerly direction along the hogwire fence a distance of 371 feet, more or less, to a point on the North right-of-way of said Highway No. 4; thence North 71 degrees 40' West a distance of 270 feet, more or less, to the point of beginning. Containing two acres, more or less, and being the West part of that tract acquired by David E. Jones by deed appearing of record in Land Deed Book JJ at Page 281 of the lands records of Tate County, Mississippi.

Meaning to describe the very same property as was conveyed by David E. Jones to Marvin L. Mathis, et al, by warranty deed dated September 6, 1958, as recorded in Land Deed Book 00 at Page 97 in the office of the Chancery Clerk of Tate Co., Miss.

Together with all the hereditaments and appurtenances thereunto appertaining, as far as they may now or hereafter, during the term of this deed of trust, belong to or be used in connection with the occupancy of any building on the said land, or that may be hereafter erected thereon, all heating and ventilating apparatus, gas, electric light and other fixtures, whether attached to said premises or detached therefrom.

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary herein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment of interest as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other covenant herein contained, then and in that event the entire principal sum secured hereby with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, or the owner or holder of said note or notes, be and become at once due and payable, and the trustee herein named, or his successor or successors, shall, at the request of the beneficiary, or at the request of any owner or holder of the note or notes secured hereby, sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid. Such sale shall be made by giving notice of the time, place and terms of sale as required by Section 888 of the Mississippi Code of 1942 and amendments if any thereto, and the trustee shall make deed to the purchaser or purchasers. Should the beneficiary, or the owner or holder of the note or notes secured hereby be a corporation, then in such event a declaration of default to the trustee, and a request for sale hereunder, may be made by any officer thereof. If the land covered hereby is situated in two or more counties, or in two judicial districts of the same county, the trustee may sell the whole in any of the counties, or in either of the judicial districts of a county in which any part of the land lies. Out of the proceeds of sale the trustee shall first pay the cost of advertising and making the sale; and secondly, he shall pay whatever items may have been incurred and remain unpaid in the protection of this security; then he shall pay such of the items of indebtedness secured hereby as may be outstanding in the order of their maturity, and any balance remaining in his hands shall be delivered to the grantor, or to his proper representatives, agents or assigns.

It is agreed and understood, by and between the parties hereto that this conveyance is executed and intended to be, and is hereby made subject to the following covenants, stipulations and conditions, all of which shall be binding upon the parties hereto and each of them.

First. In addition to the indebtedness specifically mentioned above, and any and all extensions or renewals of the same, or any part thereof, this conveyance shall also cover such future and additional advances as may be made to the grantor, or either of them, by the beneficiary, not to exceed the sum of \$125,000.00, the beneficiary to be the sole judge as to whether or not such future and additional advances shall be made. In addition to all of the above, it is intended that this conveyance shall secure, and it does secure any and all debts, obligations, or liabilities, direct or contingent, of the grantor herein, or either of them, to the beneficiary, whether now existing or hereafter arising at any time before actual cancellation of this instrument on the public records of mortgages and deeds of trust, whether the same be evidenced by note, open account, over-draft, endorsement, guaranty or otherwise.

Second. The grantor will at all times during the continuance of this deed of trust keep the buildings and improvements on said premises insured against loss or damage by fire, storm, war damage and other hazard in such reliable insurance company, or companies, as may be acceptable to the beneficiary, for the maximum amount of insurance obtainable, or in such amount as may be approved by beneficiary, and all policies covering the same shall contain the proper loss payable clause, making all losses, if any, payable to the beneficiary, his successors or assigns, and shall be delivered to the beneficiary herein, or to the owner or holder of the notes secured hereby as additional security. In case of loss and payment by any insurance company, the amount of insurance money so paid shall be applied either on the indebtedness secured hereby, or in rebuilding or restoring the damaged building, or buildings, or it may be released to the grantor, as the beneficiary may elect. In the event of loss the grantor shall immediately give notice by mail to the beneficiary who may make proof of loss if same be not promptly made by the grantor. Each insurance company involved is hereby authorized, empowered and directed to make payment for any loss directly to the beneficiary instead of to the grantor and the beneficiary jointly.

Third. The grantor will pay all taxes and assessments, general or special, which may be assessed against the said land, premises or property, or upon the interest of the trustee or the beneficiary therein, or upon this deed of trust, or the indebtedness secured hereby, without regard to any law heretofore enacted or that may hereafter be enacted imposing payment of the whole or any part thereof upon either the trustee or beneficiary, and further will furnish annually to the beneficiary certificates or receipts of the proper officer showing full payment of all such taxes and assessments.

Fourth. That the rents, issues and profits of all and every part of the property here conveyed are specifically pledged to the payment of the indebtedness hereby secured, and all obligations which may accrue under the terms of this instrument. Upon the maturity of the indebtedness hereby secured, either by lapse of time or by reason of any default as herein provided, or if at any time it becomes necessary to protect the lien of this conveyance, the beneficiary, or any owner, or holder of the notes secured hereby, shall have the right to forthwith enter into and upon the property hereinbefore described and take possession thereof, and collect and apply the rents, issues and profits thereon upon the indebtedness secured hereby, or may, if it is so desired, have a receiver appointed by any court of competent jurisdiction to collect and impound the said rents, issues and profits and after paying the expense of such receivership apply the balance thereof to the payment of any indebtedness secured hereby.

Fifth. The failure on the part of the grantor to keep and perform each, any, and all of the covenants and stipulations of this deed of trust, or the passage by the State of Mississippi of any law imposing payment of the whole or any portion of any of the taxes aforesaid upon the trustee or the beneficiary, or upon the rendering by any court of competent jurisdiction of a decision that the stipulation or provision herein covering the payment of taxes or assessments is legally inoperative, shall give to the beneficiary or to the owner or holder of the notes secured hereby the option to at once declare the entire principal sum hereby secured with all interest and charges thereon, and all other amounts secured hereby at once due and demandable and to have the property advertised and sold by the trustee herein named, or his successor or successors, in accordance with the provisions of this conveyance hereinbefore set out. But in case such default consists in the failure to keep the said property insured or to pay the taxes as herein required, the beneficiary, or the owner or holder of the said secured notes, may procure said insurance and pay said taxes and assessments, or redeem the property from tax sale if it has been sold; and any and all sums paid in procuring said insurance or in paying said taxes or assessments or in redeeming said property from tax sale, together with interest thereon at the rate herein stipulated from the date the same shall have been paid, shall be covered by this conveyance and shall be due and demandable on the date of the maturity of the interest installment which may become due under the terms of this instrument next after such additional items of expense are made or incurred. In case the beneficiary or the owner or holder of said secured notes elects to advance insurance premium and/or taxes, the receipt of an agent of the insurance company or companies in which said insurance is placed shall, with respect to such insurance premiums, be conclusive evidence as between the parties to this conveyance of the amount and fact of payment thereof; and the receipt of the proper public official, shall with respect to the taxes and assessments, aforesaid, be conclusive as between the parties to this conveyance of the amount and validity of said taxes or assessments and of the fact of the payment thereof.

Sixth. The beneficiary, or any owner or holder of the note secured hereby, may at pleasure, without giving formal notice to the original or any successor trustee, or to the grantor herein, and without regard to the willingness or inability of any such trustee to act, or to execute this trust, appoint another person or succession of persons to act as trustee herein, and such appointee or substitute shall have all the powers in the execution of this trust as are vested in the trustee herein named. If the beneficiary, or the owner or holder of the note secured hereby, be a corporation, such appointment may be made by its president, vice-president, assistant vice-president, secretary or treasurer.

Seventh. In case of foreclosure and sale of the property covered hereby, the beneficiary, or any owner or holder of the notes secured hereby, shall have the same right to purchase at said sale as if a stranger to this instrument.

Eighth. Grantor covenants that the premises and property covered hereby will at all times be used in a good and husbandlike manner, for lawful purposes only, and that waste will not be committed or suffered to be committed thereon.

Ninth. Whenever in this deed of trust the context so requires, the singular number shall include the plural, and the plural the singular; holder of the note or notes shall be deemed to refer to and include the owner of the debt, and the word beneficiary shall at any and all times include and mean the then holder of the note or notes secured hereby.

IN TESTIMONY WHEREOF, witness the signature of the grantor this the 17th day of Nov. 19 75

Harley Edward Purvis, Jr.
 Harley Edward Purvis, Jr.
John M. Loftin
 John M. Loftin

STATE OF MISSISSIPPI,
 COUNTY OF Tate,

This day personally appeared before me, the undersigned authority, in and for the State and County aforesaid, the within named

Harley Edward Purvis, Jr. and John M. Loftin who severally acknowledged that they signed and delivered the above and foregoing deed of trust on the day and year therein mentioned.

Given under my hand and official seal, this the 17 day of November 19 75

My Commission Expires: *March 27, 1978*
A. L. Burdand, Jr.
 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. 26 day of Nov. 1975, and that the same has been recorded in Book 193 Page 481 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 26 day of Nov. 1975.

Fees \$ 5.00 pd.

SEAL *H. P. Ferguson* CLERK

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CANCELLED BY AUTHORITY RECORDED IN BOOK
PAGE 289 DAY OF 22 Nov 1975
CHANCERY CLERK

DEED OF TRUST

Willie Cook and Annie V. Cook TO BANK OF MISSISSIPPI
In consideration of \$10, in hand paid WE convey and warrant to James W. Amos
trustee, the following described property in Desoto County, State of Mississippi, to wit:

One acre more or less, in the Community of Miller, Desoto County, Mississippi, in the northeast quarter of Section 18, Township 1, Range 5, more particularly described as beginning at a stake on the north side the railroad, said stake being 75 feet from the center of said railroad and south 46* 50' east 10 chains from the southwest corner of Berkley's lot; thence parallel with said railroad south 46* 50' east a distance of 3.16 1/3 chains; thence at right angle to said railroad north 43* 10' east a distance of 3.16 chains; thence south 43* 10' west a distance of 3.16 1/3 chains to the point of beginning, being the same land conveyed by E. J. Funderburk to J. T. Birmingham by deed of record in Book 12, page 430 in the land deed records in the office of the Chancery Clerk of Desoto County, Mississippi.

This is the first lien on the above described property except None

IN TRUST FOR THE FOLLOWING PURPOSES:

I. (A) To secure the payment of the following note in favor of BANK OF MISSISSIPPI of Tupelo, Mississippi, dated even herewith and due as follows:

(\$ 3,669.84) Thirty Six Hundred Sixty-Nine and 84/100 Dollars due Jan. 5 1979
(\$) 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 pledged to secure the indebtedness herein set forth or any other indebtedness to said bank or the holder of the indebtedness described in this deed of trust, as well as the proceeds of same may be applied by said bank or the holder of the indebtedness secured by this deed of trust as they deem to their best interest and at their election.

IV. If said grantor or grantors should make default in any one or more of the obligations and conditions undertaken by them herein; or if the Trustee or owner or owners hereof should at any time believe any of the property herein conveyed endangered as security by remaining in grantor's possession; or if the grantors or either of them, should be adjudged a bankrupt under either the Federal Bankruptcy Laws, or the State Insolvency Laws, then the owner or owners of said indebtedness, or any part thereof, shall have the right to declare the entire indebtedness of every kind secured by this deed of trust due and payable, and said Trustee shall take possession of said property and sell the same, or a sufficiency thereof to pay said indebtedness, at public outcry for cash to the highest bidder, such sale to be advertised and made in the manner and under the authority of law to be advertised and made under execution, but the Trustee shall have the right to fix a day of sale other than the day fixed by law for execution sales; and in case said property is situated in more than one county, the sale may be made in either county at his discretion, but shall be advertised in all counties where situated; and in case of personal property too cumbersome to move, then such sale may be made without the presence of such property, or on the premises where the same may be situated at the discretion of the Trustee. Out of the proceeds of the sale the Trustee shall pay all the indebtedness of every kind secured by this deed of trust, including a reasonable Trustee's fee and the expenses of executing this trust.

V. The owner, or owners of said indebtedness whether they be the original owner, or owners by assignment, may, whenever they deem fit appoint a Trustee in the place of the one herein named, or any subsequent Trustee; and if there be more than one owner of said indebtedness and they should disagree as to who should be appointed trustee, then the one making the first appointment according to law, and filing the same with the Clerk of the Chancery Court of the county where said property or any part of it is situated, shall be deemed to have acted for all, and such appointment shall be legal and binding; and any such substituted Trustee shall have all the powers of said original Trustee.

VI. Should the Trustee take possession of the property herein conveyed, such Trustee may without Court proceedings, enter upon and take possession of said property and he shall have the right to the management, control and collection of said property as well as the rents, issues, and profits arising therefrom and in order to effectually carry out this purpose, said Trustee or his successors and the beneficiaries under this Deed of Trust it is agreed and understood, will be entitled to have a receiver appointed by order of any court of competent jurisdiction, which receiver may be appointed as a matter of right and without any further notice and the Trustee herein or his successors may be appointed as such receiver and until so appointed, he may act in all matters in connection with the property and rights hereunder conveyed as if he were a trustee subject to all the terms and conditions of this trust properly appointed by decree of court.

VII. This Deed of trust is given and taken in renewal and extension of a deed of trust dated the _____ day of _____ 19____ and recorded in Book _____ page _____ deeds and records _____ County, Miss., and is in no way intended to void said deed of trust or impair the security thereof.

Witness our signatures, this the 24th day of November 19 75

Willie Cook
Annie V Cook

STATE OF MISSISSIPPI } Personally appeared before me the undersigned authority
County of Desoto }
in and for said county and state, the above named Willie Cook and Annie V. Cook and who acknowledged that they signed, sealed, and delivered the foregoing Trust Deed on the date named.

Given under my hand and seal of office, this 24th day of November 19 75
My commission expires My Commission Expires Feb. 3, 1978 Betty L Hollowell Notary Public

STATE OF MISSISSIPPI }
STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 30 minutes A. M. 26 day of Nov. 1975, and that the same has been recorded in Book 193 Page 484 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 26 day of Nov 1975.

Fees \$ 2.50 pd.

SEAL H. P. Ferguson, CLERK

Agreement
 Assignment of this instrument Recorded in
 Real Estate T/D Book 485
 No. 440 Page 348
 This the 21 day of June 19 88
 W. E. Davis n. To

VA Form 24-5521 (Home Loan)
 Revised January 1974. Use Op-
 tional. 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 24th day of November, 1975,
 by and between LARRY BRUNO, JR. and wife, FREIDA D. BRUNO,

Assignment of this instrument Recorded in
 Real Est T/D Book
 No. 362 Page 726
 This the 14 day of April 1986
 H. D. Ferguson
 DS.

G. L. OATES, hereinafter called the Grantor;
 , hereinafter called the Trustee, and

WORTMAN & MANN, INC., a corporation organized
 and existing under the laws of the State of Mississippi, having its principal office and
 post-office address at 444 North State St., Jackson, Mississippi, hereinafter called the
 Beneficiary:

WITNESSETH, That the Grantor, in consideration of the debt and trust hereinafter mentioned, and the sum
 of One Dollar (\$1.00) to the Grantor paid by the Trustee, the receipt whereof is hereby acknowledged, does by
 these presents grant, bargain, sell, convey, and warrant unto the Trustee, the following-described property, situated
 in the County of DeSoto, State of Mississippi, to wit:

Lot 2154, Section "J", Southaven West Subdivision,
 in Section 23, Township 1 South, Range 8 West,
 as per plat thereof recorded in Plat Book 4,
 pages 2 and 3, in the office of the Chancery Clerk
 of DeSoto County, 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.

The Grantors covenant and agree that so long as this Deed of Trust
 and the Note secured hereby are guaranteed under the Serviceman's Read-
 justment Act, or insured under the provisions of the National Housing
 Act, they will not execute or file for record any instrument which
 imposes a restriction upon the sale or occupancy of the subject property
 on the basis of race, color or creed. Upon any violation of this
 covenant, the note holder may, at its option, declare the unpaid balance
 of the debt secured hereby immediately due and payable.

The Grantors covenant and agree that should this security instrument
 or note secured hereby be determined ineligible for guaranty under the
 Serviceman's Readjustment Act within 30 days from the date hereof
 (written statement of any officer or authorized agent of the Veterans
 Administration declining to guarantee said note and/or this security
 instrument being deemed conclusive proof of such ineligibility), the
 present holder of the note secured hereby or any subsequent holder
 thereof, may at its option, declare all notes secured hereby immediately
 due and payable.

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, with 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
 624 PAGE 17
 THIS 8 DAY OF Feb. 1993
 W.E. Davis
 Chancery Clerk
 des: Woodward, D.C.

Assignment of this instrument Recorded in
 Real Estate T/D Book
 No. 531 Page 432
 This the 13 day of March 19 90
 W. E. Davis
 by D. Taylor, D.C.

TRUSTMARK NATIONAL BANK
 Assignment of this instrument Recorded in
 Real Estate T/D Book
 No. 454 Page 240
 This the 2 day of Nov 19 88
 W.E. Davis by K. Cole D.C. Clerk

To HAVE AND TO HOLD the same unto the Trustee and unto his successors and assigns, forever.

In TRUST, HOWEVER, to secure to the Beneficiary named above, the payment of a certain promissory note of even date herewith in the principal sum of twenty-one thousand seven hundred fifty Dollars (\$ 21,750.00), with interest from date at the rate of nine per centum (9 %) per annum on the balance remaining from time to time unpaid; principal and interest being payable at the office of Wortman & Mann, Inc., 444 North State Street, in Jackson, Mississippi, or at such other place as the holder may designate, in writing delivered or mailed to the Grantor, in monthly installments of one hundred seventy-five Dollars (\$ 175.09), commencing on the first day of January, 1976, 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 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. He will pay all and singular the principal and interest and other sums of money payable by virtue of the note secured hereby and of this lien, at the times and in the manner in said note and hereinafter provided. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one hundred dollars (\$100.00), whichever is less. Prepayment in full shall be credited on the date received. Partial prepayment, other than on an installment due date, need not be credited until the next following installment due date or thirty days after such prepayment, whichever is earlier.

2. Together with and in addition to the monthly payments of principal and interest payable under the terms of the note secured hereby, he will pay to the Beneficiary as trustee (under the terms of this trust as herein stated), on the first day of each month until the note is fully paid:

- (a) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable to renew the policies of fire and other hazard insurance on the premises covered by this Deed of Trust, plus taxes and assessments next due on these premises (all as estimated by the Beneficiary, and of which Grantor is notified) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by the Beneficiary in trust to pay said ground rents, premiums, taxes, and special assessments.
- (b) The aggregate of the amounts payable pursuant to subparagraph (a) and those payable on the note secured hereby, shall be paid in a single payment each month, to be applied to the following items in the order stated:
 - (i) ground rents, if any, taxes, special assessments, fire and other hazard insurance premiums;
 - (ii) interest on the note secured hereby; and
 - (iii) amortization of the principal of said note.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Grantor prior to the due date of the next such payment, constitute an event of default under this Deed of Trust. At Beneficiary's option, Grantor will pay a "late charge" not exceeding four per centum (4%) of any installment when paid more than fifteen (15) days after the due date thereof to cover the extra expense involved in handling delinquent payments, but such "late charge" shall not be payable out of the proceeds of any sale made to satisfy the indebtedness secured hereby, unless such proceeds are sufficient to discharge the entire indebtedness and all proper costs and expenses secured thereby.

3. If the total of the payments made by the Grantor under (a) of paragraph 2 preceding shall exceed the amount of payments actually made by the Beneficiary as trustee for ground rents, taxes, or assessments, or insurance premiums, as the case may be, such excess shall be credited on subsequent payments to be made by the Grantor for such items or, at Beneficiary's option as trustee, shall be refunded to Grantor. If, however, such monthly payments shall not be sufficient to pay such items when the same shall become due and payable, then the Grantor shall pay to the Beneficiary as trustee any amount necessary to make up the deficiency. Such payments shall be made within thirty (30) days after written notice from the Beneficiary stating the amount of the deficiency, which notice may be given by mail. If at any time the Grantor shall tender to the Beneficiary, in accordance with the provisions thereof, the full payment of the entire indebtedness represented thereby, the Beneficiary shall as trustee, in computing the amount of such indebtedness, credit to the account of the Grantor any credit balance remaining under the provisions of (a) of paragraph 2 hereof. If there shall be a default under any of the provisions of this Deed of Trust resulting in a public sale of the premises covered hereby or if the Beneficiary acquires the property otherwise after default, the Beneficiary shall apply,

as trustee at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the amount then remaining to credit of Grantor under (a) of paragraph 2 preceding, as a credit on the interest accrued and unpaid and the balance to the principal then remaining unpaid on the note secured hereby.

4. The lien of this instrument shall remain in full force and effect during any postponement or extension of the time of payment of the indebtedness or any part thereof secured hereby.

5. He will pay all and singular the costs, charges and expenses, including reasonable attorney's fees incurred by Beneficiary because of the failure on the part of the Grantor to conform and comply with his obligations and duties under the term of the note secured hereby and of this Deed of Trust; and if such failure results in a sale under a foreclosure hereof, said fee shall be ten per centum (10 %) of the total indebtedness as of the date of sale.

6. Upon the request of the Beneficiary the Grantor shall execute and deliver a supplemental note or notes for the sum or sums advanced by the Beneficiary for the alteration, modernization, improvement, maintenance, or repair of said premises, for taxes or assessments against the same and for any other purpose authorized hereunder. Said note or notes shall be secured hereby on a parity with and as fully as if the advance evidenced thereby were included in the note first described above. Said supplemental note or notes shall bear interest at the rate provided for in the principal indebtedness and shall be payable in approximately equal monthly payments for such period as may be agreed upon by the creditor and debtor. Failing to agree on the maturity, the whole of the sum or sums so advanced shall be due and payable thirty (30) days after demand by the creditor. In no event shall the maturity extend beyond the ultimate maturity of the note first described above.

7. He will not commit, permit, or suffer waste, impairment, or deterioration of said property or any part thereof, and in the event of the failure of the Grantor to keep the buildings and other improvements now or hereafter on said premises in good repair, the Beneficiary may make such repairs as may reasonably be deemed necessary for the proper preservation thereof, and the sums so paid shall bear interest from date at the rate provided for in the principal indebtedness, shall be payable thirty (30) days after demand, and shall be fully secured by this Deed of Trust.

8. He will continuously maintain hazard insurance, of such type or types and amounts as Beneficiary may from time to time require, on the improvements now or hereafter on said premises, and except when payment for all such premiums has theretofore been made under (a) of paragraph 2 hereof, he will pay promptly when due any premiums therefor. All insurance shall be carried in companies approved by the Beneficiary and the policies and renewals thereof shall be held by the Beneficiary and have attached thereto loss payable clauses in favor of and in form acceptable to the Beneficiary. In event of loss the Grantor will give immediate notice by mail to the Beneficiary, who may make proof of loss if not made promptly by the Grantor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Beneficiary instead of to the Grantor and the Beneficiary jointly, and the insurance proceeds, or any part thereof, may be applied by the Beneficiary at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this Deed of Trust, or other transfer of title to the said premises in extinguishment of the indebtedness secured hereby, all right, title, and interest of the Grantor in and to any insurance policies then in force shall pass to the purchaser or grantee.

9. He will pay all taxes, assessments, water rates, and other governmental or municipal charges, fines, or impositions, except when payment for all such items has theretofore been made under (a) of paragraph 2 hereof, and shall promptly deliver the official receipts therefor to the Beneficiary; and in default of such payment by the Grantor, the Beneficiary may pay the same, and any amount so paid by the Beneficiary shall then be added to the principal debt named herein and shall be secured hereby.

If the Grantor shall well and truly keep and perform all the covenants and agreements in this Deed of Trust, and in the note hereby secured and well and truly pay off and discharge the said note and other indebtedness secured hereby, then this conveyance shall be null and void, but otherwise shall remain in full force and effect and at the request of the Beneficiary, the said Trustee, or any successor appointed in his stead, shall sell the premises covered hereby at public auction for cash to the highest and best bidder, during legal hours, at any front door of the county courthouse of DeSoto County, State of Mississippi, after giving notice, by advertising and posting as required by law, of the time, place, and terms of sale, and out of the proceeds arising from such sale, the said Trustee, or any successor, shall first pay all the costs and expenses of executing this Trust, including a reasonable compensation of said Trustee; next, said Trustee shall pay the balance of the indebtedness hereby secured then remaining unpaid; next, said Trustee shall reimburse the Veterans Administration for any sums paid by it on account of the guaranty or insurance of the indebtedness secured hereby; and lastly, any balance remaining in the hands of said Trustee shall be paid to the Grantor. The Beneficiary, or any subsequent holder of the note is hereby authorized and empowered to appoint and substitute another Trustee in the place of the Trustee named herein, at any time, by writing, duly signed and acknowledged and recorded in the county or counties where the premises covered hereby are situate, and such appointee shall have full power as the Trustee herein, together with all the rights and privileges thereunto belonging. If the holder of the note is a corporation, its president or any vice president may select and appoint such substituted Trustee. No one exercise of this power of appointment, power of sale, or any other power or right given in this Deed of Trust shall exhaust the right to exercise such power, but all rights and powers herein given may be exercised as often as may be necessary to achieve the perfect security and the collection of the indebtedness secured by this Deed of Trust until said indebtedness is fully paid and discharged. At any sale made to enforce the Trust herein given, the Beneficiary, or any person in interest, may become a purchaser, and upon payment of the purchase price, the Trustee shall execute a deed of conveyance, which conveyance shall vest full and perfect title in such purchaser upon payment of the purchase price.

The Grantor hereby assigns to the Beneficiary any and all rents on the premises covered hereby and authorizes the Beneficiary, by its agent, to take possession of said premises at any time there is any default in the

payment of the debt hereby secured or in the performance of any obligation herein contained, and rent the same for the account of the Grantor, and to deduct from such rents all costs of collection and administration and to apply the remainder of the same on the debt hereby secured.

The Grantor further covenants and agrees that in case of a sale, as hereinabove provided, the Grantor or any person in possession under the Grantor, shall then become and be tenants holding over and shall forthwith deliver possession to the purchaser at such sale, or be summarily dispossessed in accordance with the provisions of law applicable to tenants holding over.

If the indebtedness secured hereby be guaranteed or insured under Title 38, United States Code, such Title and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Title or Regulations are hereby amended to conform thereto.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, the use of any gender shall be applicable to all genders, and the term "Beneficiary" shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

IN WITNESS WHEREOF, the Grantor(s) have hereunto set their hand(s) the day and year herein first written above.

Larry Bruno, Jr.
Larry Bruno, Jr.
Freida D. Bruno
Freida D. Bruno
6250 Stratford Drive
Southaven, MS 38671

STATE OF MISSISSIPPI,
COUNTY OF DESOTO

Personally appeared before me Edna E. Camp, the undersigned Notary Public in and for said County, the within named Larry Bruno, Jr. and Freida D. Bruno, 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 November, 1975.

Edna E. Camp
Notary Public

My Commission Expires:
April 9, 1975.



STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock no minutes A. M. 26 day of Nov, 1975, and that the same has been recorded in Book 193 Page 485 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 26 day of Nov, 1975.

Fees \$ 5.00 pd.

SEAL *H. P. Ferguson* CLERK

10:00 A.M.

said County, of conveyance office on the day of 19

Assignment of this instrument recorded in
Real Estate TID Book
No. 201 Page 21
This the 10 day of June 19 76
H. D. Ferguson Clerk

Assignment of this instrument recorded in
Real Estate TID Book
No. 194 Page 262
This the 12 day of Dec. 19 75
H. D. Ferguson Clerk

489

VA Form 26-4222 (Home Loan)
Revised December 1962. Use Op-
tional Section 1019, Title 28,
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 November, 19 75,
by and between STEPHEN W. SHELL and wife, PAMELA R. SHELL

, 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 208, Section "A", HOLLY HILLS Subdivision, situated in Section 30,
Township 1 South, Range 8 West, DeSoto County, Mississippi, according
to a map or plat thereof on file and of record in the office of the
Chancery Clerk of DeSoto County, Mississippi, in Plat Book 10, Pages
34 and 35.

together with 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 TID Book
No. 252 Page 53
This the 8 day of Nov. 19 79
H. D. Ferguson Clerk

To HAVE AND TO HOLD the same unto the Trustee and unto his successors and assigns, forever.

IN TRUST, HOWEVER, to secure to the Beneficiary named above, the payment of a certain promissory note of even date herewith in the principal sum of Thirty Seven Thousand Seven Hundred & No/100 Dollars (\$ 37,700.00), 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, JACKSON, MISSISSIPPI in _____, or at such other place as the holder may designate, in writing delivered or mailed to the Grantor, in monthly installments of Two Hundred Seventy & 31/100 Dollars (\$ 270.31), commencing on the first day of January, 19 76, 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 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. He will pay all and singular the principal and interest and other sums of money payable by virtue of the note secured hereby and of this lien, at the times and in the manner in said note and hereinafter provided. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one hundred dollars (\$100.00), whichever is less.

2. Together with and in addition to the monthly payments of principal and interest payable under the terms of the note secured hereby, he will pay to the Beneficiary as trustee (under the terms of this trust as herein stated), on the first day of each month until the note is fully paid:

- (a) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable to renew the policies of fire and other hazard insurance on the premises covered by this Deed of Trust, plus taxes and assessments next due on these premises (all as estimated by the Beneficiary, and of which Grantor is notified) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by the Beneficiary in trust to pay said ground rents, premiums, taxes, and special assessments.
- (b) The aggregate of the amounts payable pursuant to subparagraph (a) and those payable on the note secured hereby, shall be paid in a single payment each month, to be applied to the following items in the order stated:
 - (i) ground rents, if any, taxes, special assessments, fire and other hazard insurance premiums;
 - (ii) interest on the note secured hereby; and
 - (iii) amortization of the principal of said note.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Grantor prior to the due date of the next such payment, constitute an event of default under this Deed of Trust. At Beneficiary's option, Grantor will pay a "late charge" not exceeding four per centum (4%) of any installment when paid more than fifteen (15) days after the due date thereof to cover the extra expense involved in handling delinquent payments, but such "late charge" shall not be payable out of the proceeds of any sale made to satisfy the indebtedness secured hereby, unless such proceeds are sufficient to discharge the entire indebtedness and all proper costs and expenses secured thereby.

3. If the total of the payments made by the Grantor under (a) of paragraph 2 preceding shall exceed the amount of payments actually made by the Beneficiary as trustee for ground rents, taxes, or assessments, or insurance premiums, as the case may be, such excess shall be credited on subsequent payments to be made by the Grantor for such items or, at Beneficiary's option as trustee, shall be refunded to Grantor. If, however, such monthly payments shall not be sufficient to pay such items when the same shall become due and payable, then the Grantor shall pay to the Beneficiary as trustee any amount necessary to make up the deficiency. Such payments shall be made within thirty (30) days after written notice from the Beneficiary stating the amount of the deficiency, which notice may be given by mail. If at any time the Grantor shall tender to the Beneficiary, in accordance with the provisions thereof, the full payment of the entire indebtedness represented thereby, the Beneficiary shall as trustee, in computing the amount of such indebtedness, credit to the account of the Grantor any credit balance remaining under the provisions of (a) of paragraph 2 hereof. If there shall be a default under any of the provisions of this Deed of Trust resulting in a public sale of the premises covered hereby or if the Beneficiary acquires the property otherwise after default, the Beneficiary shall apply,

as trustee at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the amount then remaining to credit of Grantor under (a) of paragraph 2 preceding, as a credit on the interest secured 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 _____ per centum (_____ %) 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 grantees.

9. He will pay all taxes, assessments, water rates, and other governmental or municipal charges, fines, or impositions, except when payment for all such items has theretofore been made under (a) of paragraph 2 hereof, and shall promptly deliver the official receipts therefor to the Beneficiary; and in default of such payment by the Grantor, the Beneficiary may pay the same, and any amount so paid by the Beneficiary shall then be added to the principal debt named herein and shall be secured hereby.

If the Grantor shall well and truly keep and perform all the covenants and agreements in this Deed of Trust, and in the note hereby secured and well and truly pay off and discharge the said note and other indebtedness secured hereby, then this conveyance shall be null and void, but otherwise shall remain in full force and effect and at the request of the Beneficiary, the said Trustee, or any successor appointed in his stead, shall sell the premises covered hereby at public auction for cash to the highest and best bidder, during legal hours, at any front door of the county courthouse of _____ County, State of Mississippi, after giving notice, by advertising and posting as required by law, of the time, place, and terms of sale, and out of the proceeds arising from such sale, the said Trustee, or any successor, shall first pay all the costs and expenses of executing this Trust, including a reasonable compensation of said Trustee; next, said Trustee shall pay the balance of the indebtedness hereby secured then remaining unpaid; next, said Trustee shall reimburse the Veterans Administration for any sums paid by it on account of the guaranty or insurance of the indebtedness secured hereby; and lastly, any balance remaining in the hands of said Trustee shall be paid to the Grantor. The Beneficiary, or any subsequent holder of the note is hereby authorized and empowered to appoint and substitute another Trustee in the place of the Trustee named herein, at any time, by writing, duly signed and acknowledged and recorded in the county or counties where the premises covered hereby are situate, and such appointee shall have full power as the Trustee herein, together with all the rights and privileges thereunto belonging. If the holder of the note is a corporation, its president or any vice president may select and appoint such substituted Trustee. No one exercise of this power of appointment, power of sale, or any other power or right given in this Deed of Trust shall exhaust the right to exercise such power, but all rights and powers herein given may be exercised as often as may be necessary to achieve the perfect security and the collection of the indebtedness secured by this Deed of Trust until said indebtedness is fully paid and discharged. At any sale made to enforce the Trust herein given, the Beneficiary, or any person in interest, may become a purchaser, and upon payment of the purchase price, the Trustee shall execute a deed of conveyance, which conveyance shall vest full and perfect title in such purchaser upon payment of the purchase price.

The Grantor hereby assigns to the Beneficiary any and all rents on the premises covered hereby and authorizes the Beneficiary, by its agent, to take possession of said premises at any time there is any default in the

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.

Stephen W. Shell
Stephen W. Shell
Pamela R. Shell
Pamela R. Shell

STATE OF MISSISSIPPI, }
COUNTY OF DeSoto } ss:

Personally appeared before me Lee V. Hamberlin, the undersigned Notary Public in and for said County, the within named Stephen W. Shell and Pamela R. Shell, 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 November, 1975.

Lee V. Hamberlin
Lee V. Hamberlin, Notary Public

My Commission expires:
~~6-40~~ DEC 5, 1978

Prepared by: Lee V. Hamberlin, Attorney
5865 Ridgeway Parkway, Suite 104
Memphis, Tennessee 38138
mm

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock ~~00~~ minutes A. M. 26 day of Nov. 1975, and that the same has been recorded in Book 193 Page 489 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 26 day of Nov. 1975.

Fees \$ 5.00 pd.

SEAL H. P. Ferguson CLERK

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST

Class C

STATE OF MISSISSIPPI, } ss.
DeSoto County.

KNOW ALL MEN BY THESE PRESENTS: That George S. Wallace
of Memphis, Tennessee the beneficiary, does hereby certify that a certain trust deed
bearing date the 8th day of September 1972, made and executed by James Wesley Wallace
and wife, Aleta L. Wallace of Southaven, 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. 148 on page 71
of the Record of Trust Deeds, on the 15th day of September, 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.

DATED this 24th day of November, 1975.

George S. Wallace

STATE OF MISSISSIPPI, } ss.
DeSoto County.

Personally came and appeared before me, the undersigned authority, A Notary Public
in and for County and State aforesaid, George S. Wallace who acknowledged that he signed and
delivered the above and foregoing instrument on the day and date for the purpose therein mentioned.

Given under my hand and seal of office this 24th day of November, A. D. 1975

(SEAL)
NOTARY PUBLIC
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
00 minutes A. M. 26 day of Nov. 1975, and that the same has been
recorded in Book 193 Page 493 records of REAL ESTATE TRUST DEEDS
of said County.

Witness my hand and seal this the 26 day of Nov. 1975.

Fees \$ 2.50 pd.

SEAL *H. P. Ferguson* CLERK

494

off BR.

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST

Class C

STATE OF MISSISSIPPI, } ss.
DeSoto County.

KNOW ALL MEN BY THESE PRESENTS: That The Hernando Bank
of Hernando, Mississippi the beneficiary, does hereby certify that a certain trust deed
bearing date the 19th day of October, 19 73, made and executed by Curtiss Jones and
Ervin Sanders 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. 167 on page 320
of the Record of Trust Deeds, on the 23d day of October, 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 24th day of November, 19 75.

THE HERNANDO BANK

by: A. S. Ballard, Jr., President

STATE OF MISSISSIPPI, } ss.
DeSoto County.

Personally came and appeared before me, the undersigned authority, Elois M. Barbee, Notary Public
in and for County and State aforesaid, A. S. Ballard, Jr., President who acknowledged that he signed and
delivered the above and foregoing instrument on the day and date for the purpose therein mentioned, as the act and deed
of said The Hernando Bank, after first being duly authorized and empowered to so do.

Given under my hand and seal of office this 24th day of November, A. D. 19 75

My Commission Expires Jan. 7, 1978

Elois M. Barbee

LAWRENCE-GREENWOOD 22844

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock
20 minutes A M. 26 day of Nov. 1975, and that the same has been
recorded in Book 193 Page 494 records of REAL ESTATE TRUST DEEDS
of said County.

Witness my hand and seal this the 26 day of Nov. 1975.

Fees \$ 2.50 pd.

SEAL

H. P. Ferguson

CLERK

Paid, Satisfied and Cancelled
This 16 day of March 19 76

FOR REAL ESTATE, CHATTEL OR BOTH

Drews S. Teuscher, et ux
To { DEED OF TRUST
W. I. LaRue

THIS INDENTURE, Made this 25th day of November 1975
between Drews S. Teuscher and wife, Regina A. Teuscher
W. I. LaRue

Attest
H. P. Ferguson
Notary Public
D.C.

WITNESSETH, That whereas, said part ies of the first part, being indebted to the said part Y of the second part in the sum of Three Hundred Dollars and no/100 (\$300.00) evidenced by a promissory note of even date, due and repayable on or before November 25, 1976,

and any further amount that the party of the second part may furnish the party of the first part during the year 1976, not to exceed _____ and the 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 has VE this day granted, bargained, and sold to the said Trustee the following described property, located in the County of DeSoto, and state of Mississippi, viz: All of the agricultural products of every kind that _____ 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 1976 on the land that _____ may cultivate, or cause to be cultivated, as landlord or tenant and all _____ farming implements of every kind and

Lot 9, 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.

Should the Trustee at any time believe said property, or any part thereof, endangered as a security for said debt, he may then forthwith take possession of said property and sell the same as herein below directed. Should the part ies of the first part promptly pay the above stated indebtedness on or before the 25th day of November 1976, then this instrument to be void; but in default thereof the said Trustee shall take possession of said property, and after giving notice of the time, place and terms of sale, by advertisement according to law in DeSoto County, shall sell the same at public auction, to the highest bidder for cash, at such time and place as he shall designate in said advertisement. The proceeds of said sale shall be applied to the payment of said indebtedness and all costs incurred herein, and if there be a surplus, such surplus shall be refunded to the part ies of the first part. In case of failure or inability on the part of said Trustee to execute the trust herein confided, the part Y of the second part his assigns or legal representatives, can at any time appoint a Trustee in and in his stead.

Witness OUR signature S the date written above.
Witness _____
Drews S. Teuscher
Regina A. Teuscher

STATE OF MISSISSIPPI, DeSOTO COUNTY.
Personally appeared before me the undersigned authority
Drews S. Teuscher and wife, Regina A. Teuscher of said County, the within named

they signed and delivered the foregoing Deed of Trust on the day and year therein mentioned.

Given under my hand and official seal, this 25th day of November 1975.
(SEAL) _____ Clerk
By Notary Public _____ D. C.

STATE OF MISSISSIPPI, DeSOTO COUNTY.
_____ of said County, this day personally appeared the above named one of the subscribing witnesses to the foregoing Deed of Trust, who, being first duly sworn, 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 11 o'clock 10 minutes A. M. 26 day of Nov. 1975, and that the same has been recorded in Book 193 Page 495 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 26 day of Nov. 1975.

Fees \$2.50 pd.
SEAL H. P. Ferguson CLERK

496

Paid, Satisfied and Cancelled
This 21st day of November 1975
Attest
H. P. Ferguson
Chancery Clerk

DEED OF TRUST

This indenture made this 21st day of November, 1975, between Mayme Sue Haynes called First Party, and WALKEM DEVELOPMENT COMPANY OF MISSISSIPPI, INC., called Second Party, WITNESSETH:

WHEREAS, the First Party is indebted to the Second Party in the sum of \$ 2,500.00, evidenced by one promissory note of even date due and repayable in 60 equal monthly installments of \$ 50.70, and one installment of \$ 50.70, the first installment due the 1st day of January, 1976, and one installment due monthly thereafter until paid in full.

THEREFORE, in consideration of the premises and the sum of One Dollar, to the First Party paid by Joel Walker, Trustee, the First Party has this day conveyed and warranted to the said Trustee, in trust to secure the payment of the aforesaid promissory note, the land in DeSoto County, Mississippi, described as follows, to-wit:

Lot 126 in Section B of Delta Ridge Mobile Home Park Subdivision as shown on Plat appearing of record in Plat Book 9, pages 33-40 in the Chancery Court Clerk's office of DeSoto County, Mississippi, to which recorded plat reference is made for a more particular description. Said lot being situated in Section 6, Township 3, Range 9.

A failure to pay any one or more of said installments when due shall operate to cause the entire unpaid indebtedness to become immediately due and payable at the option of the holder of said note. Makers of said note shall have the right to pay all or any part of the said indebtedness before maturity without penalty.

Should the Trustee at any time believe said property, or any part thereof endangered as a security for said debt, he may then forthwith take possession of said property and sell the same as herein below directed. Should the First Party promptly pay the above stated indebtedness out or before the due date thereof, then this instrument to be void; but in default thereof the said Trustees shall take possession of said property, and after giving notice of the time, place and terms of sale by advertisement according to law, shall sell same at public auction to the highest bidder for cash, at such time and place as he shall designate in said advertisement. The proceeds of said sale shall be applied to the payment of said indebtedness and all costs incurred herein; and if there be a surplus, such surplus shall be refunded to the First Party. In case of failure or inability on the part of said Trustee to execute the trust herein confided, the Second Party, its assigns or legal representatives can at any time appoint a Trustee to act in his stead.

Witness our signatures this the date written above.

Martha Boyer

Mayme Sue Haynes
Grantors

STATE OF TENNESSEE)
COUNTY OF SHELBY)

Personally appeared before me, the undersigned authority of said County and State, the within named Mayme Sue Haynes, who acknowledged that they signed and delivered the above and foregoing deed of trust on the day and year therein mentioned as their free and voluntary act and deed for the purposes therein expressed.

Given under my hand and official seal of office this 21st day of November, 1975.

Agnes Weatherly
Notary Public

My commission expires
My Commission Expires January 17, 1979

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 11 o'clock 10 minutes A. M. 26 day of Nov 1975, and that the same has been recorded in Book 193 Page 496 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 26 day of Nov, 1975.
Fees \$2.50 pd.

SEAL H. P. Ferguson, CLERK

H. D. Ferguson
CHANCERY CLERK

DEED OF TRUST

THIS DEED OF TRUST is made this 18th day of November 1975, among the Grantor, A. G. LOYD and wife, ROSE LOYD (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 97, Section "A", in Brook Hollow Subdivision, on Section 24, Township 1 South, Range 8 West, as shown by the plat recorded in Plat Book 7, Page 8, in the office of the Chancery Clerk of DeSoto County, Mississippi.

This deed of trust is second and subordinate to that certain first deed of trust in favor of National Mortgage Company, dated September 15, 1970, and of record in Real Estate Trust Deed Book 120 at Page 341 thereof in the office of the Chancery Clerk of DeSoto County, Mississippi.

which has the address of Lot 97, Section "A", Brook Hollow S/D, DeSoto County, Mississippi (herein "Property Address");

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 if 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 dated November 18, 1975 (herein "Note"), in the principal sum of Ten 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 December 1, 1980; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Deed of Trust; and the performance of the covenants and agreements of Borrower herein contained; and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances").

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or 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 applicable law or to a written waiver by Lender, 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 may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. 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 or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings 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 30 days from the date notice is mailed by 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, then to the principal of the Note, and then to interest and principal on any Future Advances.

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 leasehold payments or ground rents, if any, in the manner provided under paragraph 2 hereof or, if not paid in such manner, 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 in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the insurance carrier.

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Deed of Trust is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Deed of Trust would be impaired, the insurance proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed 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 resulting from damage to the Property prior to the sale or acquisition shall pass to Lender to the extent of the sums secured by this Deed of Trust immediately prior to such sale or acquisition.

6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit 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 unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents. If a condominium or planned unit development rider is executed by Borrower and recorded together with this Deed of Trust, the covenants and agreements of such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Deed of Trust as if the rider were a part hereof.

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. If Lender required mortgage insurance as a condition of making the loan secured by this Deed of Trust, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law. Borrower shall pay the amount of all mortgage insurance premiums in the manner provided under paragraph 2 hereof.

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 payable from time to time on outstanding principal under 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 under applicable law. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action 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 after the date such notice is mailed, 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 such right or remedy. 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. Except for any notice required under applicable law to be given in another manner, (a) 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 or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail, return receipt requested, to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Deed of Trust shall be deemed to have been given to Borrower or Lender 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 conflict 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 the Note and 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 constituting an option to purchase, Lender may, at Lender's option, declare all the sums secured by this Deed of Trust to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale or transfer, Lender and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sums secured by this Deed of Trust shall be at such rate as Lender shall request. If Lender has waived the option to accelerate provided in this paragraph 17, and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Deed of Trust and the Note.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 14 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 18 hereof.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

18. Acceleration; Remedies. Except as provided in paragraph 17 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Deed of Trust, including the covenants to pay when due any sums secured by this Deed of Trust, Lender prior to acceleration shall mail notice to Borrower as provided in paragraph 14 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Deed of Trust and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. 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 the earlier to occur of (i) sale of the Property pursuant to the power of sale contained in this Deed of Trust or (ii) entry of a judgment enforcing this Deed of Trust if: (a) Borrower pays Lender all sums which would be then due under this Deed of Trust, the Note and notes securing Future Advances, if any, had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Deed of Trust; (c) Borrower pays all reasonable expenses incurred by Lender and Trustee in enforcing the covenants and agreements of Borrower contained in this Deed of Trust and in enforcing Lender's and Trustee's remedies as provided in paragraph 18 hereof, including reasonable attorney's fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Deed of Trust, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Deed of Trust shall continue unimpaired. Upon such payment and cure by Borrower, this Deed of Trust and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

20. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower

hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 18 hereof or abandonment of the Property, Lender, in person, by agent or by judicially appointed receiver, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Deed of Trust. Lender and the receiver shall be liable to account only for those rents actually received.

21. Future Advances. Upon request of Borrower, Lender, at Lender's option prior to release of this Deed of Trust, may make Future Advances to Borrower. Such Future Advances, with interest thereon, shall be secured by this Deed of Trust when evidenced by promissory notes stating that said notes are secured hereby.

22. Release. Upon payment of all sums secured by this Deed of Trust, Lender or Trustee shall cancel this Deed of Trust without charge to Borrower. If Trustee is requested to cancel this Deed of Trust, all notes evidencing indebtedness secured by this Deed of Trust shall be surrendered to Trustee.

23. Substitute Trustee. Lender at Lender's option may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder by instrument recorded in the county in which this Deed of Trust is recorded. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon the Trustee herein and by applicable law.

IN WITNESS WHEREOF, Borrower has executed this Deed of Trust.

A. G. Loyd
A. G. Loyd —Borrower

Rose Loyd
Rose Loyd —Borrower

STATE OF MISSISSIPPI, DeSoto County ss:

On this 18th day of November, 1975, personally appeared before me, the undersigned authority in and for said County and State, the within named A. G. Loyd and wife, Rose Loyd, 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.

My commission expires:

Edna E. Camp
Notary Public

My Commission Expires April 9, 1979

Perry, Taylor & Whitwell
Attorneys at Law
1709 State Line Road
Southaven, Mississippi 38671

(Space Below This Line Reserved For Lender and Recorder)

STATE OF MISSISSIPPI, DeSOTO COUNTY

I certify that the within instrument was filed for record at 11 o'clock 30 minutes A.M. 26 day of November 1975, and that the same has been recorded in Book 193 Page 497 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 28 day of November 1975.

Fees \$ 5.00 pd.

SEAL *H. P. Ferguson*, CLERK

5.0074

Loan Modification Agreement
Assignment of this Instrument Recorded in
Real Estate T-10 Book
No. 429 Page 753
This the 29 day of Feb 19 88
W. E. Davis

Mississippi Bankers Association
Form No. 1
(Revised Dec. 1955)
L. A. N. D.

DEED OF TRUST
LAND

CANCELLED BY AUTHORITY RECORDED IN BOOK
532 PAGE 206
THIS 23 DAY OF Jan 19 91
W. E. Davis
Secretary/Clerk

THIS INDENTURE, this day made and entered into between -----
-----A. G. LOYD and wife, ROSE LOYD-----

of the first part, hereinafter designated as the Grantor, -----
STUART ROBINSON----- Trustee, of the second part, hereinafter designated as Trustee, and
-----BANKERS TRUST SAVINGS AND LOAN ASSOCIATION-----
----- of the third part, hereinafter designated as the Beneficiary.

WITNESSETH: That whereas the Grantor is justly indebted to the beneficiary in the full sum of
ONE HUNDRED SIX THOUSAND AND NO/100----- DOLLARS
(\$ 106,000.00) evidenced by one promissory note of even date herewith in favor of
the beneficiary, bearing interest at the rate of --7½---per centum per ---- annum after
----date---, providing for the payment of attorney's fees in case of default and being due
and payable as follows, to-wit:

Said principal and interest shall be payable at the office of Bankers
Trust Savings and Loan Association in Southaven, Mississippi, or at
such other place as the holder hereof may designate in writing de-
livered or mailed to the debtors, in one hundred and forty-four (144)
monthly installments of Seven Hundred Eighty-Three and 34/100 Dollars
(\$783.34) each, commencing on the first day of January, 1976, and
continuing on the first day of each month thereafter through December 1,
1987, and one final payment in an amount equal to the total unpaid
principal balance plus accrued interest, which payment, if not sooner
paid, shall be due and payable on the first day of January, 1988.
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.

WHEREAS, the said grantor desires to secure the prompt payment at maturity of the aforesaid
indebtedness, as well as any extension of the same, or any part thereof, and any other or further
indebtedness in the way of future advances hereunder, or otherwise, that the grantor, or either of
them, may now or hereafter owe the beneficiary, as hereinafter provided:

NOW, THEREFORE, in consideration of the premises, and the further consideration of Ten Dol-
lars (\$10.00) cash in hand paid by the aforesaid trustee, the receipt of which is hereby acknowledged,
the grantor does hereby convey and warrant unto the said trustee, the property situated in the
-----DeSoto County-----
State of Mississippi, and more particularly described as follows, to-wit:

Lots 141 and 142, Section "B", Carriage Hills Subdivision, in Section
24, Township 1 South, Range 8 West, as per revised plat thereof re-
corded in Plat Book 3, Pages 40 and 41, in the office of the Chancery
Clerk of DeSoto County, Mississippi.

LESS AND EXCEPT, however, that portion of Lot 142 described as follows:
Beginning at the Southwest Corner of Lot 143, Section "B", Carriage
Hills Subdivision, said point being in the East right-of-way line of
Chesterfield Drive, and run thence Southwardly along the East right-
of way line of said Chesterfield Drive and a 517.43 foot radius curve
a distance of 7.95 feet to a point; run thence South 88 degrees 19
minutes 54 seconds East a distance of 48.29 feet to a point; run thence

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(OVER)

South 0 degrees 23 minutes 08 seconds West a distance of 28.60 feet to a point; run thence South 89 degrees 36 minutes 52 seconds East a distance of 95.75 feet to a point on the East property line of Lot 142 of said Carriage Hills Subdivision, Section "B"; run thence North 9 degrees 49 minutes 28 seconds East a distance of 37.08 feet to the Southeast Corner of the aforesaid Lot 143; and thence run North 89 degrees 12 minutes 44 seconds West along the South line of said Lot 143 a distance of 150 feet to the point of beginning.

Together with all the hereditaments and appurtenances thereunto appertaining, as far as they may now or hereafter, during the term of this deed of trust, belong to or be used in connection with the occupancy of any building on the said land, or that may be hereafter erected thereon, all heating and ventilating apparatus, gas, electric light and other fixtures, whether attached to said premises or detached therefrom.

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary herein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment of interest as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other covenant herein contained, then and in that event the entire principal sum secured hereby with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, or the owner or holder of said note or notes, be and become at once due and payable, and the trustee herein named, or his successor or successors, shall, at the request of the beneficiary, or at the request of any owner or holder of the note or notes secured hereby, sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid. Such sale shall be made by giving notice of the time, place and terms of sale as required by Section 553 of the Mississippi Code of 1942 and amendments if any thereto, and the trustee shall make deed to the purchaser or purchasers. Should the beneficiary, or the owner or holder of the note or notes secured hereby be a corporation, then in such event a declaration of default to the trustee, and a request for sale hereunder, may be made by any officer thereof. If the land covered hereby is situated in two or more counties, or in two judicial districts of the same county, the trustee may sell the whole in any of the counties, or in either of the judicial districts of a county in which any part of the land lies. Out of the proceeds of sale the trustee shall first pay the cost of advertising and making the sale; and secondly, he shall pay whatever items may have been incurred and remain unpaid in the protection of this security; then he shall pay such of the items of indebtedness secured hereby as may be outstanding in the order of their maturity, and any balance remaining in his hands shall be delivered to the grantor, or to his proper representatives, agents or assigns.

It is agreed and understood, by and between the parties hereto that this conveyance is executed and intended to be, and is hereby made subject to the following covenants, stipulations and conditions, all of which shall be binding upon the parties hereto and each of them.

First. In addition to the indebtedness specifically mentioned above, and any and all extensions or renewals of the same, or any part thereof, this conveyance shall also cover such future and additional advances as may be made to the grantor, or either of them, by the beneficiary, not to exceed the sum of \$125,000.00, the beneficiary to be the sole judge as to whether or not such future and additional advances shall be made. In addition to all of the above, it is intended that this conveyance shall secure, and it does secure any and all debts, obligations, or liabilities, direct or contingent, of the grantor herein, or either of them, to the beneficiary, whether now existing or hereafter arising at any time before actual cancellation of this instrument on the public records of mortgages and deeds of trust, whether the same be evidenced by note, open account, over-draft, endorsement, guaranty or otherwise.

Second. The grantor will at all times during the continuance of this deed of trust keep the buildings and improvements on said premises insured against loss or damage by fire, storm, war damage and other hazard in such reliable insurance company, or companies, as may be acceptable to the beneficiary, for the maximum amount of insurance obtainable, or in such amount as may be approved by beneficiary, and all policies covering the same shall contain the proper loss payable clause, making all losses, if any, payable to the beneficiary, his successors or assigns, and shall be delivered to the beneficiary herein, or to the owner or holder of the notes secured hereby as additional security. In case of loss and payment by any insurance company, the amount of insurance money so paid shall be applied either on the indebtedness secured hereby, or in rebuilding or restoring the damaged building, or buildings, or it may be released to the grantor, as the beneficiary may elect. In the event of loss the grantor shall immediately give notice by mail to the beneficiary who may make proof of loss if same be not promptly made by the grantor. Each insurance company involved is hereby authorized, empowered and directed to make payment for any loss directly to the beneficiary instead of to the grantor and the beneficiary jointly.

Third. The grantor will pay all taxes and assessments, general or special, which may be assessed against the said land, premises or property, or upon the interest of the trustee or the beneficiary therein, or upon this deed of trust, or the indebtedness secured hereby, without regard to any law heretofore enacted or that may hereafter be enacted imposing payment of the whole or any part thereof upon either the trustee or beneficiary, and further will furnish annually to the beneficiary certificates or receipts of the proper officer showing full payment of all such taxes and assessments.

Fourth. That the rents, issues and profits of all and every part of the property here conveyed are specifically pledged to the payment of the indebtedness hereby secured, and all obligations which may accrue under the terms of this instrument. Upon the maturity of the indebtedness hereby secured, either by lapse of time or by reason of any default as herein provided, or if at any time it becomes necessary to protect the lien of this conveyance, the beneficiary, or any owner, or holder of the notes secured hereby, shall have the right to forthwith enter into and upon the property hereinbefore described and take possession thereof, and collect and apply the rents, issues and profits thereon upon the indebtedness secured hereby, or may, if it is so desired, have a receiver appointed by any court of competent jurisdiction to collect and impound the said rents, issues and profits and after paying the expense of such receivership apply the balance thereof to the payment of any indebtedness secured hereby.

Fifth. The failure on the part of the grantor to keep and perform each, any, and all of the covenants and stipulations of this deed of trust, or the passage by the State of Mississippi of any law imposing payment of the whole or any portion of any of the taxes aforesaid upon the trustee or the beneficiary, or upon the rendering by any court of competent jurisdiction of a decision that the stipulation or provision herein covering the payment of taxes or assessments is legally inoperative, shall give to the beneficiary or to the owner or holder of the notes secured hereby the option to at once declare the entire principal sum hereby secured with all interest and charges thereon, and all other amounts secured hereby at once due and demandable and to have the property advertised and sold by the trustee herein named, or his successor or successors, in accordance with the provisions of this conveyance hereinbefore set out. But in case such default consists in the failure to keep the said property insured or to pay the taxes herein required, the beneficiary, or the owner or holder of the said secured notes, may procure said insurance and pay said taxes and assessments, or redeem the property from tax sale if it has been sold; and any and all sums paid in procuring said insurance or in paying said taxes or assessments or in redeeming said property from tax sale, together with interest thereon at the rate herein stipulated from the date the same shall have been paid, shall be covered by this conveyance and shall be due and demandable on the date of the maturity of the interest installment which may become due under the terms of this instrument next after such additional items of expense are made or incurred. In case the beneficiary or the owner or holder of said secured notes elects to advance insurance premium and/or taxes, the receipt of an agent of the insurance company or companies in which said insurance is placed shall, with respect to such insurance premiums, be conclusive evidence as between the parties to this conveyance of the amount and fact of payment thereof; and the receipt of the proper public official, shall with respect to the taxes and assessments, aforesaid, be conclusive as between the parties to this conveyance of the amount and validity of said taxes or assessments and of the fact of the payment thereof.

Sixth. The beneficiary, or any owner or holder of the note secured hereby, may at pleasure, without giving formal notice to the original or any successor trustee, or to the grantor herein, and without regard to the willingness or inability of any such trustee to act, or to execute this trust, appoint another person or succession of persons to act as trustee herein, and such appointee or substitute shall have all the powers in the execution of this trust as are vested in the trustee herein named. If the beneficiary, or the owner or holder of the note secured hereby, be a corporation, such appointment may be made by its president, vice-president, assistant vice-president, secretary or treasurer.

Seventh. In case of foreclosure and sale of the property covered hereby, the beneficiary, or any owner or holder of the notes secured hereby, shall have the same right to purchase at said sale as if a stranger to this instrument.

Eighth. Grantor covenants that the premises and property covered hereby will at all times be used in a good and husbandlike manner, for lawful purposes only, and that waste will not be committed or suffered to be committed thereon.

Ninth. Whenever in this deed of trust the context so requires, the singular number shall include the plural, and the plural the singular; holder of the note or notes shall be deemed to refer to and include the owner of the debt, and the word beneficiary shall at any and all times include and mean the then holder of the note or notes secured hereby.

IN TESTIMONY WHEREOF, witness the signature of the grantor this the 18th day of Nov. 19 75.

A. G. Loyd
A. G. Loyd
Rose Loyd
Rose Loyd

STATE OF MISSISSIPPI,
COUNTY OF DESOTO

This day personally appeared before me, the undersigned authority, in and for the State and County aforesaid, the within named -----
A. G. Loyd and wife, Rose Loyd----- who severally acknowledged that they signed and delivered the above and foregoing deed of trust on the day and year therein mentioned.

Given under my hand and official seal, this the 18th day of -----November-----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 11 o'clock
30 minutes A. M. 26 day of November 1975, and that the same has been
recorded in Book 193 Page 501 records of REAL ESTATE TRUST DEEDS
of said County.
Witness my hand and seal this the 28 day of November 1975.

Fees \$ 4.50 pd.
SEAL *H. P. Ferguson* CLERK

TRUST DEED

THIS INDENTURE, made this the 17th day of November, 1975, between JUNE L. ALDERMAN, 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 THREE THOUSAND FIVE HUNDRED FIFTY-THREE and 80/100 DOLLARS (\$3,553.80) which includes principle and interest, repayable in 30 installments of \$118.46 each, the first installment due on the 23rd day of December, 1975 and each succeeding installment due on the 23rd 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 1692, Section F of Southaven West, Subdivision, in Section 22, Township 1 South, Range 8 West, as per plat thereof recorded in Plat Book 3, Pages 29 and 30, in the office of the Chancery Clerk of DeSoto County, Mississippi.

This Deed of Trust is second and subordinate to that certain Deed of Trust of record in Book 83, Page 315, 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 my signature the date written above.

June L. Alderman
JUNE L. ALDERMAN

STATE OF MISSISSIPPI
COUNTY OF DESOTO

Before me, a Notary Public for said jurisdiction, this day personally appeared the above named JUNE L. ALDERMAN, who acknowledged that she signed and delivered the foregoing Deed of Trust on the day and year therein mentioned.

GIVEN UNDER MY HAND and official seal of office, this the 17th day of November, 1975.

My Commission expires:

Anna Della Peterson
Notary Public

My Commission Expires Nov. 11, 1978

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 3 o'clock 45 minutes P. M. 26 day of November, 1975, and that the same has been recorded in Book 193 Page 504 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 28 day of November, 1975.

Fees \$ 2.50 pd.

SEAL *H. P. Ferguson*, CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK

224 PAGE 577
THIS 3 DAY OF May 19 28

H. P. Ferguson
CHANCERY CLERK

USDA-FmHA
Form FmHA 427-1 MS
(Rev. 5-14-74)

Position 5

REAL ESTATE DEED OF TRUST FOR MISSISSIPPI

THIS INDENTURE, made and entered into this day, November 26, 1975

(Date)

by and between the undersigned JAMES BREWER and wife, TRENNNA H. BREWER

residing in Walls, DeSoto County, Mississippi, whose post office

address is 5167 Caroline Drive, Walls, Mississippi 38680

grantor(s), herein called "Borrower," and Aaron R. Goolsby

as trustee, herein called "Trustee," and the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture, beneficiary, herein called the "Government," WITNESSETH THAT:

WHEREAS, Borrower is justly indebted to the Government as evidenced by one or more certain promissory note(s) or assumption agreement(s), herein called "note" (if more than one note is described below, the word "note" as used herein shall be construed as referring to each note singly or all notes collectively, as the context may require), said note being executed by Borrower, being payable to the order of the Government in installments as specified therein, authorizing acceleration of the entire indebtedness at the option of the Government upon any default by Borrower, and being further described as follows:

<u>Date of Instrument</u>	<u>Principal Amount</u>	<u>Annual Rate of Interest</u>	<u>Due Date of Final Installment</u>
November 26, 1975	\$22,790.00	9%	November 26, 2008

And the note evidences a loan to Borrower, and the Government, at any time, may assign the note and insure the payment thereof pursuant to the Consolidated Farm and Rural Development Act, or Title V of the Housing Act of 1949;

And it is the purpose and intent of this instrument that, among other things, at all times when the note is held by the Government, or in the event the Government should assign this instrument without insurance of the note, this instrument shall secure payment of the note; but when the note is held by an insured holder, this instrument shall not secure payment of the note or attach to the debt evidenced thereby, but as to the note and such debt shall constitute an indemnity mortgage to secure the Government against loss under its insurance contract by reason of any default by Borrower;

NOW, THEREFORE, in consideration of the loan(s), Borrower does hereby grant, bargain, sell, convey, and assign unto trustee with general warranty the following-described property situated in the State of Mississippi, County(ies) of

DeSoto

Lot 740, Section D, Twin Lakes Subdivision, situated in Section 6, Township 2 South, Range 8 West, DeSoto County, Mississippi, according to a map or plat thereof on file and of record in the office of the Chancery Clerk of DeSoto County, Mississippi, in Plat Book 10, Pages 32 and 33.

FmHA 427-1 MS (Rev. 5-14-74)

FULLY SATISFIED THIS 13th DAY OF Dec. 1977 UNITED STATES OF AMERICA
FARMERS HOME ADMINISTRATION, BY [Signature]
COUNTY SUPERVISOR, PURSUANT TO AUTHORITY
CONTAINED IN 19 F.R. 74, 75; 20 E.R. 321;
20 E.R. 4175

H. D. Ferguson
By: F. E. Davis, D.C.

CONFIDENTIAL

Subject to the following exceptions:

- (1) The restrictive covenants contained in instrument executed by DeSoto Development Corporation, Owner, filed for record October 9, 1972, in the office of the Chancery Clerk of DeSoto County, Mississippi, and recorded in said office in Plat Book 10, Pages 32 and 33. Further insures that the said restrictive covenants do not contain a reversionary or forfeiture clause, the provisions thereof have not been violated to date, and any future violation thereof will not cause a reversion or forfeiture of the title and will not affect the validity or priority of the lien hereby insured.
- (2) Taxes for the year 1975, not yet due and payable.
- (3) Rights of way for public roads and public utilities.
- (4) Subdivision and zoning regulations in effect in DeSoto County, Mississippi.
- (5) Mechanics and materialmen's lien claims not shown of record.
- (6) Right of Way instrument executed by DeSoto Development Corporation, Owner, to Mississippi Power & Light Co., dated September 5, 1972, securing a five (5) foot utility easement along rear and side lot lines as recorded in Book 100, Page 377, in the office of the Chancery Clerk of DeSoto County, Mississippi.
- (7) Any unrecorded rights of way or easements; and any discrepancies, conflicts, encroachments or shortages in area and boundaries which a current and correct survey would show.

together with all rights, interests, easements, hereditaments and appurtenances thereunto belonging, the rents, issues, and profits thereof and revenues and income therefrom, all improvements and personal property now or later attached thereto or reasonably necessary to the use thereof, including, but not limited to, ranges, refrigerators, clothes washers, clothes dryers, or carpeting purchased or financed in whole or in part with loan funds, all water, water rights, and water stock pertaining thereto, and all payments at any time owing to Borrower by virtue of any sale, lease, transfer, conveyance, or condemnation of any part thereof or interest therein-all of which are herein called "the property".

IN TRUST, NEVERTHELESS, (a) at all times when the note is held by the Government, or in the event the Government should assign this instrument without insurance of the payment of the note, to secure prompt payment of the note and any renewals and extensions thereof and any agreements contained therein, including any provision for the payment of an insurance or other charge, (b) at all times when the note is held by an insured holder, to secure performance of Borrower's agreement herein to indemnify and save harmless the Government against loss under its insurance contract by reason of any default by Borrower, and (c) in any event and at all times to secure the prompt payment of all advances and expenditures made by the Government, with interest, as hereinafter described, and the performance of every covenant and agreement of Borrower contained herein or in any supplementary agreement.

BORROWER for himself, his heirs, executors, administrators, successors and assigns COVENANTS AND AGREES as follows:

- (1) To pay promptly when due any indebtedness to the Government hereby secured and to indemnify and save harmless the Government against any loss under its insurance of payment of the note by reason of any default by Borrower. At all times when the note is held by an insured holder, Borrower shall continue to make payments on the note to the Government, as collection agent for the holder.
- (2) To pay to the Government such fees and other charges as may now or hereafter be required by regulations of the Farmers Home Administration.
- (3) If required by the Government, to make additional monthly payments of 1/12 of the estimated annual taxes, assessments, insurance premiums and other charges upon the mortgaged premises.
- (4) Whether or not the note is insured by the Government, the Government may at any time pay any other amounts required herein to be paid by Borrower and not paid by him when due, as well as any costs and expenses for the preservation, protection, or enforcement of this lien, as advances for the account of Borrower. All such advances shall bear interest at the rate borne by the note which has the highest interest rate.
- (5) All advances by the Government as described in this instrument, with interest, shall be immediately due and payable by Borrower to the Government without demand at the place designated in the latest note and shall be secured hereby. No such advance by the Government shall relieve Borrower from breach of his covenant to pay. Any payment made by Borrower may be applied on the note or any indebtedness to the Government secured hereby, in any order the Government determined.
- (6) To use the loan evidenced by the note solely for purposes authorized by the Government.

(7) To pay when due all taxes, liens, judgments, encumbrances, and assessments lawfully attaching to or assessed against the property, including all charges and assessments in connection with water, water rights, and water stock pertaining to or reasonably necessary to the use of the real property described above, and promptly deliver to the Government without demand receipts evidencing such payments.

(8) To keep the property insured as required by and under insurance policies approved by, delivered to, and retained by the Government.

(9) To maintain improvements in good repair and make repairs required by the Government; operate the property in a good and husbandmanlike manner; comply with such farm conservation practices and farm and home management plans as the Government from time to time may prescribe; and not to abandon the property, or cause or permit waste, lessening or impairment of the security covered hereby, or, without the written consent of the Government, cut, remove, or lease any timber, gravel, oil, gas, coal, or other minerals except as may be necessary for ordinary domestic purposes.

(10) To comply with all laws, ordinances, and regulations affecting the property.

(11) To pay or reimburse the Government for expenses reasonably necessary or incidental to the protection of the lien priority hereof and to the enforcement of or the compliance with the provisions hereof and of the note and any supplementary agreement (whether before or after default), including but not limited to costs of evidence of title to and survey of the property, costs of recording this and other instruments, attorneys' fees, trustees' fees, court costs, and expenses of advertising, selling, and conveying the property.

(12) Neither the property nor any portion thereof or interest therein shall be leased, assigned, sold, transferred, or encumbered, voluntarily or otherwise, without the written consent of the Government. The Government shall have the sole and exclusive rights as mortgagee hereunder, including but not limited to the power to grant consents, partial releases, subordinations, satisfaction, and no insured holder shall have any right, title or interest in or to the lien or any benefits hereof.

(13) At all reasonable times the Government and its agents may inspect the property to ascertain whether the covenants and agreements contained herein or in any supplementary agreement are being performed.

(14) The Government may extend and defer the maturity of and renew and reamortize the debt evidenced by the note or any indebtedness to the Government secured hereby, release from liability to the Government any party so liable thereon, release portions of the property from and subordinate the lien hereof, and waive any other rights hereunder, without affecting the lien or priority hereof or the liability to the Government of Borrower or any other party for payment of the note or indebtedness secured hereby except as specified by the Government in writing.

(15) If at any time it shall appear to the Government that Borrower may be able to obtain a loan from a production credit association, a Federal land bank, or other responsible cooperative or private credit source, at reasonable rates and terms for loans for similar purposes and periods of time, Borrower will, upon the Government's request, apply for and accept such loan in sufficient amount to pay the note and any indebtedness secured hereby and to pay for any stock necessary to be purchased in a cooperative lending agency in connection with such loan.

(16) The power to appoint a substitute trustee is hereby granted to the Government and its assigns, to be exercised at any time hereafter, without notice and without specifying any reason therefor, by filing for record in the office where this instrument is recorded an instrument of appointment, whereupon the substitute trustee shall succeed to all the estates, rights, powers, and trusts herein granted to or vested in Trustee, and the former trustee or substitute trustee shall be divested thereof; and notice of the exercise of this power and any requirement of, or right to require, a bond from any trustee hereunder, are hereby waived.

(17) Default hereunder shall constitute default under any other real estate, or under any personal property or other security instrument held or insured by the Government and executed or assumed by Borrower, and default under any such other security instrument shall constitute default hereunder.

(18) SHOULD DEFAULT occur in the performance or discharge of any obligation in this instrument or secured by this instrument, or should any one of the parties named as Borrower die or be declared an incompetent, a bankrupt, or an insolvent, or make an assignment for the benefit of creditors, the Government, at its option, with or without notice, may: (a) declare the entire amount unpaid under the note and any indebtedness to the Government hereby secured immediately due and payable, (b) for the account of Borrower incur and pay reasonable expenses for repair or maintenance of and take possession of, operate or rent the property, (c) upon application by it and production of this instrument, without other evidence and without notice of hearing of said application have a receiver appointed for the property, with the usual powers of receivers in like cases, and (d) authorize and request Trustee to foreclose this instrument and sell the property as provided by law.

(19) Upon default aforesaid, at the request of the Government, Trustee may foreclose this instrument by advertisement and sale of the property as provided by law, for cash or secured credit at the option of the Government, personal notice of which sale need not be served on Borrower; such sale may be adjourned from time to time without other notice than oral proclamation at the time and place appointed for such sale and correction made on the posted notices; and at such sale the Government and its agents may bid and purchase as a stranger; Trustee at his option may conduct such sale without being personally present, through his delegate authorized by him for such purpose orally or in writing, and Trustee's execution of a conveyance of the property or any part thereof to any purchaser at foreclosure sale shall be conclusive evidence that the sale was conducted by Trustee personally or through his delegate duly authorized in accordance herewith. If the property is situated in two or more counties, the sale may be held in any one of such counties selected by the Government in its sole discretion.

(20) The proceeds of foreclosure sale shall be applied in the following order to the payment of: (a) costs and expenses incident to enforcing or complying with the provisions hereof, (b) any prior liens required by law or a competent court to be so paid, (c) the debt evidenced by the note and all indebtedness to the Government secured hereby, (d) inferior liens of record required by law or a competent court to be so paid, (e) at the Government's option, any other indebtedness of Borrower owing to or insured by the Government, and (f) any balance to Borrower. In case the Government is the successful bidder at foreclosure or other sale of all or any part of the property, the Government may pay its share of the purchase price by crediting such amount on any debts of Borrower owing to or insured by the Government, in the order prescribed above.

(21) All powers and agencies granted in this instrument are coupled with an interest and are irrevocable by death or otherwise; and the rights and remedies provided in this instrument are cumulative to remedies provided by law.

(22) Borrower recognizes that, pursuant to Federal law, the Government will not be bound by any present or future State laws, (a) providing for valuation, appraisal, homestead or exemption of the property, (b) prohibiting maintenance of an action for a deficiency judgment or limiting the amount thereof or the time within which such action must be brought, (c) prescribing any other statute of limitations, (d) allowing any right of redemption or possession following any foreclosure sale, or (e) limiting the conditions which the Government may by regulation impose, including the interest rate it may charge, as a condition of approving a transfer of the property to a new Borrower. Borrower expressly waives the benefit of any such State laws. Borrower hereby relinquishes, waives, and conveys all rights, inchoate or consummate, of descent, dower, and curtesy.

(23) If any part of the loan for which this instrument is given shall be used to finance the purchase, construction or repair of property to be used as an owner-occupied dwelling (a) neither he nor anyone authorized to act for him will, after receipt of a bona fide offer, refuse to negotiate for its sale or rental, or will otherwise make unavailable or deny said property, to anyone because of race, color, religion or national origin and (b) Borrower recognizes as illegal and hereby disclaims and will not comply with or attempt to enforce any restrictive covenants on said property relating to race, color, religion or national origin.

(24) This instrument shall be subject to the present regulations of the Farmers Home Administration, and to its future regulations not inconsistent with the express provisions hereof.

(25) Notices given hereunder shall be sent by certified mail, unless otherwise required by law, addressed, unless and until some other address is designated in a notice so given in the case of the Government to Farmers Home Administration, United States Department of Agriculture, at Jackson, Mississippi 39201, and in the case of Borrower to him at his post office address stated above.

(26) If any provision of this instrument or application thereof to any person or circumstances is held invalid, such invalidity will not affect other provisions or applications of the instrument which can be given effect without the invalid provision or application, and to that end the provisions hereof are declared to be severable.

WITNESS the signature(s) of Borrower the day and year first above written.

James Brewer
James Brewer

Trenna H. Brewer
Trenna H. Brewer
ss: ACKNOWLEDGMENT

STATE OF MISSISSIPPI

COUNTY OF DESOTO

Personally appeared before me, the undersigned, a Notary Public in and for said

County and State, the within-named James Brewer

and Trenna H. Brewer, his wife,
who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and official seal this 26th day of November, 19 75.

Arthur M. Braswell
(Signature)

Notary Public
(Title)

(SEAL)



My Commission Expires:
Feb. 19, 1976

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 3 o'clock
40 minutes P M. 26 day of November, 1975, and that the same has been
recorded in Book 193 Page 505 records of REAL ESTATE TRUST DEEDS
of said County.

Witness my hand and seal this the 28 day of November, 1975.

Fees \$ 5.00 pd.

SEAL H. P. Ferguson, CLERK

USDA-FmHA
Form FmHA 427-1 MS
(Rev. 5-14-74)

Position 5

REAL ESTATE DEED OF TRUST FOR MISSISSIPPI

THIS INDENTURE, made and entered into this day, November 25, 1975

by and between the undersigned Michael E. Cruzen and wife, Teresa T. Cruzen,

residing in Walls, DeSoto County, Mississippi, whose post office
address is 5104 Crestwood Cove, Walls, Mississippi 38680

grantor(s), herein called "Borrower," and
Aaron R. Goolsby

as trustee, herein called "Trustee," and the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture, beneficiary, herein called the "Government," WITNESSETH THAT:

WHEREAS, Borrower is justly indebted to the Government as evidenced by one or more certain promissory note(s) or assumption agreement(s), herein called "note" (if more than one note is described below, the word "note" as used herein shall be construed as referring to each note singly or all notes collectively, as the context may require), said note being executed by Borrower, being payable to the order of the Government in installments as specified therein, authorizing acceleration of the entire indebtedness at the option of the Government upon any default by Borrower, and being further described as follows:

<u>Date of Instrument</u>	<u>Principal Amount</u>	<u>Annual Rate of Interest</u>	<u>Due Date of Final Installment</u>
November 25, 1975	23,100	9%	November 25, 2008

And the note evidences a loan to Borrower, and the Government, at any time, may assign the note and insure the payment thereof pursuant to the Consolidated Farm and Rural Development Act, or Title V of the Housing Act of 1949;

And it is the purpose and intent of this instrument that, among other things, at all times when the note is held by the Government, or in the event the Government should assign this instrument without insurance of the note, this instrument shall secure payment of the note; but when the note is held by an insured holder, this instrument shall not secure payment of the note or attach to the debt evidenced thereby, but as to the note and such debt shall constitute an indemnity mortgage to secure the Government against loss under its insurance contract by reason of any default by Borrower;

NOW, THEREFORE, in consideration of the loan(s), Borrower does hereby grant, bargain, sell, convey, and assign unto trustee with general warranty the following-described property situated in the State of Mississippi, County(ies) of

DeSoto

Lot 640, Section D, Twin Lakes Subdivision, in Section 6, Township 2, Range 8, as shown of record in Plat Book 10, Pages 32 and 33 in the office of the Chancery Clerk of DeSoto County, Mississippi.

1. General and special taxes for the current year and subsequent years.
2. Restrictive Covenants for Section "D", Twin Lakes Subdivision, as shown on Plat thereof recorded in Plat Book 10, Pages 32 and 33, in the Office of the Chancery Clerk of DeSoto County, Mississippi.
3. Rights of parties in possession, deficiency in quantity of land, boundary line disputes, roadways, unrecorded servitudes or easements, any matters not of record which would be disclosed by an accurate survey and inspection of the property, and easements or other uses of subject property not visible from the surface.
4. Subdivision and zoning regulations in effect in DeSoto County, Mississippi.
5. Rights-of-ways and easements for public roads and public utilities.

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 or defer the maturity of and renew and reamortize the debt evidenced by the note or any indebtedness to the Government secured hereby, release from liability to the Government any party so liable thereon, release portions of the property from and subordinate the lien hereof, and waive any other rights hereunder, without affecting the lien or priority hereof or the liability to the Government of Borrower or any other party for payment of the note or indebtedness secured hereby except as specified by the Government in writing.

(15) If at any time it shall appear to the Government that Borrower may be able to obtain a loan from a production credit association, a Federal land bank, or other responsible cooperative or private credit source, at reasonable rates and terms for loans for similar purposes and periods of time, Borrower will, upon the Government's request, apply for and accept such loan in sufficient amount to pay the note and any indebtedness secured hereby and to pay for any stock necessary to be purchased in a cooperative lending agency in connection with such loan.

(16) The power to appoint a substitute trustee is hereby granted to the Government and its assigns, to be exercised at any time hereafter, without notice and without specifying any reason therefor, by filing for record in the office where this instrument is recorded an instrument of appointment, whereupon the substitute trustee shall succeed to all the estates, rights, powers, and trusts herein granted to or vested in Trustee, and the former trustee or substitute trustee shall be divested thereof; and notice of the exercise of this power and any requirement of, or right to require, a bond from any trustee hereunder, are hereby waived.

(17) Default hereunder shall constitute default under any other real estate, or under any personal property or other, security instrument held or insured by the Government and executed or assumed by Borrower, and default under any such other security instrument shall constitute default hereunder.

(18) SHOULD DEFAULT occur in the performance or discharge of any obligation in this instrument or secured by this instrument, or should any one of the parties named as Borrower die or be declared an incompetent, a bankrupt, or an insolvent, or make an assignment for the benefit of creditors, the Government, at its option, with or without notice, may: (a) declare the entire amount unpaid under the note and any indebtedness to the Government hereby secured immediately due and payable, (b) for the account of Borrower incur and pay reasonable expenses for repair or maintenance of and take possession of, operate or rent the property, (c) upon application by it and production of this instrument, without other evidence and without notice of hearing of said application have a receiver appointed for the property, with the usual powers of receivers in like cases, and (d) authorize and request Trustee to foreclose this instrument and sell the property as provided by law.

(19) Upon default aforesaid, at the request of the Government, Trustee may foreclose this instrument by advertisement and sale of the property as provided by law, for cash or secured credit at the option of the Government, personal notice of which sale need not be served on Borrower; such sale may be adjourned from time to time without other notice than oral proclamation at the time and place appointed for such sale and correction made on the posted notices; and at such sale the Government and its agents may bid and purchase as a stranger; Trustee at his option may conduct such sale without being personally present, through his delegate authorized by him for such purpose orally or in writing, and Trustee's execution of a conveyance of the property or any part thereof to any purchaser at foreclosure sale shall be conclusive evidence that the sale was conducted by Trustee personally or through his delegate duly authorized in accordance herewith. If the property is situated in two or more counties, the sale may be held in any one of such counties selected by the Government in its sole discretion.

(20) The proceeds of foreclosure sale shall be applied in the following order to the payment of: (a) costs and expenses incident to enforcing or complying with the provisions hereof, (b) any prior liens required by law or a competent court to be so paid, (c) the debt evidenced by the note and all indebtedness to the Government secured hereby, (d) inferior liens of record required by law or a competent court to be so paid, (e) at the Government's option, any other indebtedness of Borrower owing to or insured by the Government, and (f) any balance to Borrower. In case the Government is the successful bidder at foreclosure or other sale of all or any part of the property, the Government may pay its share of the purchase price by crediting such amount on any debts of Borrower owing to or insured by the Government, in the order prescribed above.

(21) All powers and agencies granted in this instrument are coupled with an interest and are irrevocable by death or otherwise; and the rights and remedies provided in this instrument are cumulative to remedies provided by law.

(22) Borrower recognizes that, pursuant to Federal law, the Government will not be bound by any present or future State laws, (a) providing for valuation, appraisal, homestead or exemption of the property, (b) prohibiting maintenance of an action for a deficiency judgment or limiting the amount thereof or the time within which such action must be brought, (c) prescribing any other statute of limitations, (d) allowing any right of redemption or possession following any foreclosure sale, or (e) limiting the conditions which the Government may by regulation impose, including the interest rate it may charge, as a condition of approving a transfer of the property to a new Borrower. Borrower expressly waives the benefit of any such State laws. Borrower hereby relinquishes, waives, and conveys all rights, inchoate or consummate, of descent, dower and curtesy.

(23) If any part of the loan for which this instrument is given shall be used to finance the purchase, construction or repair of property to be used as an owner-occupied dwelling (a) neither he nor anyone authorized to act for him will, after receipt of a bona fide offer, refuse to negotiate for its sale or rental, or will otherwise make unavailable or deny said property, to anyone because of race, color, religion or national origin and (b) Borrower recognizes as illegal and hereby disclaims and will not comply with or attempt to enforce any restrictive covenants on said property relating to race, color, religion or national origin.

(24) This instrument shall be subject to the present regulations of the Farmers Home Administration, and to its future regulations not inconsistent with the express provisions hereof.

(25) Notices given hereunder shall be sent by certified mail, unless otherwise required by law, addressed, unless and until some other address is designated in a notice so given in the case of the Government to Farmers Home Administration, United States Department of Agriculture, at Jackson, Mississippi 39201, and in the case of Borrower to him at his post office address stated above.

(26) If any provision of this instrument or application thereof to any person or circumstances is held invalid, such invalidity will not affect other provisions or applications of the instrument which can be given effect without the invalid provision, and the provisions hereof are declared to be severable.

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 November 19 75 and that the same has been recorded in Book No 93 Page 509 records of REAL ESTATE TRUST DEEDS of said County.

Page _____ records of _____ Trust Deeds of said County.

Witness my hand and seal this _____ day of _____ 19 _____

STATE OF MISSISSIPPI Clerk

COUNTY OF DESOTO

PL 5.50

Michael E. Cruzen
Michael E. Cruzen
Teresa T. Cruzen
Teresa T. Cruzen
ACKNOWLEDGMENT

Personally appeared before me, the undersigned, a _____ Notary Public _____ in and for said County and State, the within-named Michael E. Cruzen and Teresa T. Cruzen, his wife, who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and official seal this 25th day of November, 1975.



Edna E. Camp
(Signature)
Notary Public
(Title)

PERRY, TAYLOR & WHITWELL, A

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 Nov 1975, and that the same has been recorded in Book 93 Page 509 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 1 day of Dec, 1975.

Fees \$5.00 pd.

SEAL H. P. Ferguson CLERK

Assignment of this Instrument Recorded in
Real Estate 710 Book Real Estate 710 513 Book
No. 284 Page 287 No. 284 Page 292
This the 9 day of June 19 82 This the 9 day of June 19 82
H. G. Ferguson Clerk H. G. Ferguson Clerk

Branch Memphis-90 No. Mos 180-

Oct 20 19 75

Deed of Trust - Mississippi - Jim Walter Homes, Inc.

Whereas, Robert E. Boyd and Susan Rowe Boyd

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 six hundred seventy two Dollars (\$ 39,672) as evidenced by one certain promissory note of even date herewith made by the Grantor to the Beneficiary and payable in monthly installments of \$ 220.40, the first of said installments being due and payable on the 5th day of JAN. 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:

A part of the East 10 Acres of the Northwest Quarter of the Northwest Quarter of Section 7, Township 2, Range 7, in DeSoto County, Mississippi, being more particularly described as follows: Beginning at a point on the South line of the Northwest Quarter of the Northwest Quarter of said Section 7, a distance of 105.00 feet West from the Southeast Corner of said 1/4 1/4 Section; thence West, along the South line of said 1/4 1/4 Section, a distance of 225.00 feet; thence North, parallel with the East line of said 1/4 1/4 Section, a distance of 387.20 feet; thence East, parallel with the South line of said 1/4 1/4 Section, a distance of 225.00 feet; thence South, parallel with the East line of said 1/4 1/4 section, a distance of 387.20 feet to the point of beginning. Containing 2 Acres, more or less. Subject to a Road Right-Of-Way along the South line and subject to Easements and Restrictions of record.

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 secured 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

CANCELLED BY AUTHORITY RECORDED IN BOOK

486 PAGE 492

THIS 10 DAY OF Oct. 19 89

W. E. Davis

CHANCERY CLERK S.C., D.C.

Re-record
Assignment of this Instrument Recorded in
Real Estate 710 Book
No. 287 Page 73
This the 31 day of Aug. 19 82
H. G. Ferguson Clerk

Re-record
Assignment of this Instrument Recorded in
Real Estate 710 Book
No. 287 Page 78
This the 31 day of Aug. 19 82
H. G. Ferguson Clerk

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 20 day of Oct., 1975.

witness: TERRY W. CROWELL Susan Rowe Boyd
Robert Boyd

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 _____
RETURN TO:
JIM WALTER HOMES, INC.
P. O. BOX 22601
TAMPA, FLORIDA 33622

SEAL

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 deposed and saith that he saw the within names Robert Boyd and Susan Rowe Boyd 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 Susan Rowe Boyd and Robert Boyd husband and wife.

GIVEN under my hand and official seal, this the 20th day of October, 1975.

Helen Roberts
NOTARY PUBLIC
MY COMMISSION EXPIRES AUGUST 29, 1976

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 Nov. 1975, and that the same has been recorded in Book 193 Page 513 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 1 day of Dec, 1975.

Fees \$4.00 pd.

SEAL H. P. Ferguson CLERK

DEED OF TRUST

Annie S. Harden and J. P. Harden TO BANK OF MISSISSIPPI
In consideration of \$10, in hand paid we convey and warrant to James W. Amos trustee, the following described property in Marshall County, State of Mississippi, to wit:

Real Estate beginning at a stake 505 feet South of the Northeast corner of Section 23, Township 2, Range 5 West at the Northeast corner of the Booker T. Washington lot, lying South of the Barton-Byhalia, road, running thence West 312 feet to a stake at the Northwest corner of the Booker T. Washington lot, and from said beginning point of the lot herein conveyed running thence West following the South boundary of the said Barton - Byhalia road 210 feet to a stake.

This is the first lien on the above described property except None
IN TRUST FOR THE FOLLOWING PURPOSES:

I. (A) To secure the payment of the following note or notes in favor of BANK OF MISSISSIPPI of Tupelo, Mississippi, dated even herewith and due as follows:
A. \$995.76) Nine Hundred Ninety Five and 76/100 Dollars due December 20 1977
(\$) Dollars due 19
(\$) Dollars due 19

Bearing interest at the rate of 10 per cent per annum from Date 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, upon 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 in 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 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 grantor or either of them, should be adjudged a bankrupt under either the Federal Bankruptcy Laws, or the State Insolvency Laws, then the owner or owners of said indebtedness, or any part thereof, shall have the right to declare the entire indebtedness of every kind secured by this deed of trust due and payable, and said Trustee shall take possession of said property and sell the same, or a sufficiency thereof to pay said indebtedness, at public outcry for cash to the highest bidder, such sale to be advertised and made in the manner sales of like property are required by law to be advertised and made under execution, but the Trustee shall have the right to fix a day of sale other than the day fixed by law for execution sales; and in case said property is situated in more than one county, the sale may be made in either county at his discretion, but shall be advertised in all counties where situated; and in case of personal property two counties, same to move, then such sale may be made without the presence of such property, or on the premises where the same may be situated at the discretion of the trustee. Out of the proceeds of the sale the Trustee shall pay all the indebtedness of every kind secured by this deed of trust, including a reasonable Trustee's fee and the expense of executing this trust.

V. The owner, or owners of said indebtedness whether they be the original owner, or owners by assignment, may, whenever they deem fit appoint a Trustee in the place of the one herein named, or any subsequent Trustee; and if there be more than one owner of said indebtedness and they should disagree as to who should be appointed trustee, then the one making the first appointment according to law, and filing the same with the Clerk of the Chancery Court of the county where said property or any part of it is situated, shall be deemed to have acted for all, and such appointment shall be legal and binding; and any such substituted Trustee shall have all the powers of said original Trustee.

VI. Should the Trustee take possession of the property herein conveyed, such Trustee may without Court proceedings, enter upon and take possession of said property and he shall have the right in the management, control and collection of said property as well as the rents, issues, and profits arising therefrom as in order to effectually carry out this purpose, said Trustee or his successors and the beneficiaries under this Deed of Trust it is agreed and understood, will be entitled to have a receiver appointed by order of any court of competent jurisdiction, which receiver may be appointed as a matter of right and without any further notice and the Trustee herein or his successors may be appointed as such receiver and until so appointed, he may act in all matters in connection with the property and rights hereunder conveyed as if he were a trustee subject to all the terms and conditions of this trust properly appointed by decree of court.

VII. This Deed of trust is given and taken in renewal and extension of a deed of trust dated the _____ day of _____ 19____ and recorded in Book _____ page _____ deeds and records _____ County, Miss., and in no way intended to void said deed of trust or impair the security thereof.

Witness OUR signatures, this the 25th day of November 19 75

Annie S. Harden
J. P. Harden

STATE OF MISSISSIPPI

County of Desoto Personally appeared before me the undersigned authority in and for said county and state, the above named Annie S. Harden and J. P. Harden and who acknowledged that they signed, sealed, and delivered the foregoing Trust Deed on the date named.

Given under my hand and seal of office, this 26th day of November 19 75

My commission expires June 6, 1976 Notary Public

STATE OF MISSISSIPPI I, the undersigned, Clerk of the Chancery Court of _____ County, do hereby certify:

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 Nov. 1975, and that the same has been recorded in Book 193 Page 515 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 1 day of Dec. 1975.

Fees \$ 2.50 pd. SEAL *H. P. Ferguson* CLERK

For Value Received I James E Woods Trustee do hereby release from lien of this Deed of Trust Lot 21 Sec B Holiday Hills Sub This the 30th day of Nov 1976

For Value Received I James E Woods, Trustee do hereby release from lien of this Deed of Trust Lot 25 & 30 Sec B Holiday Hills Sub This the 11th day of Nov 1976

Attest W.D. Ferguson, Clerk B.G.A. Woolfolk, D.C.

Attest W.D. Ferguson, Clerk B.G.A. Woolfolk, D.C.

FOR REAL ESTATE, CHATTEL OR BOTH

ALMAC CONSTRUCTION COMPANY, INC. To DEED OF TRUST CHICKASAW DEVELOPERS, INC. THIS INDENTURE Made this 13 day of November 1975 between ALMAC CONSTRUCTION COMPANY, INC. and CHICKASAW DEVELOPERS, INC. WITNESSETH, That whereas, said part ies of the first part, being indebted to the said part ies of the second part in the sum of \$15,000.00, being due and payable on or before the 13 day of November, 1976, provided interest shall be paid on the basis of lots released with interest to be paid current on each lot as same is released.

and any further amount that the party of the second part may furnish the party of the first part during the year 1976... payment of the same when due. Therefore, in consideration of the premises, and of the sum of One Dollar to the part ies of the first part bargained, and sold to the said Trustee the following described property, located in the County of DeSoto, and state of Mississippi, to-wit: All of the agricultural products of every kind that may be raised on the land, and all the crops of every kind to be grown by and on the land that may hereafter be cultivated, or planted, or sown, and all the farming implements of every kind and

Lots 21, 22, 23, 25, 27, 28 and 30 in Section "B", Holiday Hills Subdivision, being situated in Section 34, Township 1, Range 6 West, DeSoto County, Mississippi, as shown on plat for said subdivision recorded in Plat Book 11, Pages 11-12, Office of the Chancery Clerk of DeSoto County, Mississippi.

RELEASE CLAUSE

It is agreed by and between the parties hereto that the parties of the second part will release from the lien of this instrument any lot as described herein upon the receipt herein of \$2,500.00 against the principal of this indebtedness.

Should the Trustee at any time believe said property, or any part thereof, endangered as a security for said debt, he may then forthwith take possession of said property and sell the same as herein below directed. Should the part ies of the first part promptly pay the above stated indebtedness before the date as aforesaid, then this instrument to be void; but in default thereof the said Trustee will take possession of said property, and after giving notice of the time, place and terms of sale, by advertisement according to law in DeSoto County, shall sell the same at public auction, to the highest bidder for cash, at such time and place as he shall designate in said advertisement. The proceeds of said sale shall be applied to the payment of said indebtedness and all costs incurred hereon, and if there be a surplus, such surplus shall be refunded to the part 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 this date written above. ALMAC CONSTRUCTION COMPANY, INC. By: [Signature] President

STATE OF MISSISSIPPI, DESOTO COUNTY. Personally appeared before me the undersigned authority B. G. Allen and R. E. McIvor, President and Secretary of ALMAC CONSTRUCTION Company, Inc. who acknowledged that they signed and delivered the foregoing Deed of Trust on the day and year therein mentioned.

Given under my hand and official Seal, this 13th day of November 1975. My Commission Expires: [Signature] Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY. Before me, [Signature] of said County, this day personally appeared the above named one of the subscribers with [Signature]

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 Nov. 1975, and that the same has been recorded in Book 193 Page 516 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 1 day of Dec. 1975. Fees \$2.50 pd. SEAL W.D. Ferguson, CLERK

For Value Received I James E Woods Trustee do hereby release from lien of this Deed of Trust Lot 21 Sec B Holiday Hills Sub This the 30th day of Nov 1976

Attest W.D. Ferguson, Clerk B.G.A. Woolfolk, D.C.

For Value Received I
Thomas E Woods Trustee do hereby release
From lien of this deed of Trust Lots 25 & 30
Sec B Holiday Hills Sub
This the 16th day of Nov 1976

For Value Received I
Thomas E Woods Trustee
do hereby release From lien 517
This Trust Deed Lot 21 Sec B
Holiday Hills Sub This the 7th day of
Nov 1976
J. P. Ferguson, Clerk
D. B. Woolf, P.C.

ATTEST: D. B. Woolf, P.C.
D. B. Woolf, P.C.

ATTEST: D. B. Ferguson, Clerk
D. B. Woolf, P.C.

ALMAC CONSTRUCTION
COMPANY, INC.
To { DEED OF TRUST
MARION L. EDDINS
THOMAS N. EDDINS, JR.

THIS INDENTURE Made this 13 day of November 1975
between ALMAC CONSTRUCTION COMPANY, INC

of the first part
and MARION L. EDDINS and THOMAS N. EDDINS, JR. of the second part.

WITNESSETH, That whereas, said parties of the first part, being indebted to the said parties
of the second part in the sum of \$13,800.00 being due and payable on

or before the 13 day of November, 1976, provided interest shall be paid
on basis of lots released with interest to be paid current on each lot as same
is released.

and my further consent that the party of the second part...
payment of the same... Therefore, in consideration of the premises, and of the sum of One Dollar to the part
paid by James E. Woods 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, all of the agricultural
products of every kind that... and all the crops of every kind to be grown by... and
firmly, for my heirs, assigns, and successors... either as landlord or tenant or otherwise during the years... on the land...
... or otherwise during the years... on the land... and

Lots 21, 22, 23, 25, 27, 28 and 30 in Section "B", Holiday Hills Subdivision
being situated in Section 34, Township 1, Range 6 West, DESoto County, Mississippi,
as per plat for said subdivision recorded in Plat Book 11, Pages 11-12, Office
of the Chancery Clerk in DeSoto County, Mississippi.

RELEASE CLAUSE

It is agreed by and between the parties hereto that the parties of the second
part will release from the lien of this instrument any lot as described herein
upon the receipt herein of \$2,300.00 against the principal of this indebtedness.

Should the Trustee at any time believe said property, or any part thereof, endangered as a security for said debt... he may then forthwith take possession
of said property and sell the same as herein below directed. Should the parties of the first part promptly pay the above stated indebtedness
as aforesaid... then this instrument to be void, but in default thereof the said Trustee
shall take possession of said property, and after giving notice of the time, place and terms of sale, by advertisement according to law in DeSoto County, shall
sell the same at public auction, to the highest bidder for cash, at such time and place as he shall designate in said advertisement. The proceeds of said sale
shall be applied to the payment of said indebtedness and all costs incurred herein, and if there be a surplus, such surplus shall be refunded to the parties
of the first part. In case of failure or inability on the part of said Trustee to execute the trust herein confided, the parties of the second part, their
assigns or legal representatives, can at any time appoint a Trustee to act in his stead.

Witness OUR signatureS the date written above. ALMAC CONSTRUCTION COMPANY, INC.
Witness ATTEST: R. E. McIvor Secretary By: J. P. Ferguson President

STATE OF MISSISSIPPI, DESOTO COUNTY.
Personally appearing before me the undersigned authority of said County, the within named
B. G. Allen, and R. E. McIvor, President and Secretary of ALMAC CONSTRUCTION CO., Inc.

who acknowledged that they signed and delivered the foregoing Deed of Trust on the day and year therein mentioned.
Given under my hand and official seal, this 13 day of November 1975
(SEAL) J. P. Ferguson 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 10 o'clock
minutes A. M. 28 day of Nov 1975, and that the same has been
recorded in Book 193 Page 517 records of REAL ESTATE TRUST DEEDS
of said County.

Witness my hand and seal this the 1 day of Dec. 1975.
Fees \$2.50 pd.

SEAL H. P. Ferguson, CLERK

For Value Received I Thomas E Woods Trustee
do hereby release From lien of this Deed of Trust
24 22 Sec B Holiday Hills Sub
This the 16th day of Feb 1976

ATTEST:
D. B. Woolf, P.C.
D. B. Woolf, P.C.

For Value Received I Thomas E Woods Trustee
do hereby release From lien of this Trust Deed
Lot 25 Sec B Holiday Hills Sub
This the 15th day of April 1976
R. E. McIvor
For Value Received I Thomas E Woods Trustee
do hereby release From lien of this Trust Deed
Lot 29 Sec B Holiday Hills Sub
This the 21st day of January 1976
Thomas E Woods Trustee

Please mail recorded instrument to:
SIDNEY KATZ, Attorney
NATIONAL MORTGAGE COMPANY
4031 KNIGHT ARNOLD ROAD
MEMPHIS, TENNESSEE 38118

PREPARED BY
SIDNEY M. KATZ, ATTY.
4031 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 Robert L. Steiner and wife, Christiane H. Steiner, to DELTA TITLE COMPANY, Trustee, for the benefit of National Mortgage Company, a Tennessee Corporation, dated November 3, 1975, securing a note in the sum of \$ 34,350.00, recorded in Book 193, Page 103, of the office of the Chancery Clerk of DeSoto County, Mississippi, together with the indebtedness secured thereby.

The undersigned as Beneficiary warrants that it is the legal owner of the above described indebtedness and is capable of conveying title to same.

The undersigned covenants that the original Note secured by said Deed of Trust and assigned by this instrument is in the principal amount of \$ 34,350.00, plus interest at the rate of 7-3/4% per annum, the first monthly installment being due the first day of December, 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 21st day of November, 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 21st day of November, 1975.

My Commission Expires Sept. 13, 1977

Judith Combes
ROTARY PUBLIC

2/71/226



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 Nov. 1975, and that the same has been recorded in Book 193 Page 518 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 1 day of Dec. 1975.

Fees \$ 2.50 pd.

SEAL *H. P. Ferguson* CLERK

Lot 806, 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 387 and rerecorded on Page 397/ of the Records of Deeds or Deeds of Trust in your office.

Witness my signature, this the 11th day of November, 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 11th day of November, 19 75.



Sarah B. Hubbard NOTARY PUBLIC

My Commission Expires: My Commission Expires Jan. 27, 1976

STATE OF MISSISSIPPI, DESOTO COUNTY I certify that the within instrument was filed for record at 10 o'clock no minutes A.M. 28 day of November 1975, and that the same has been recorded in Book 193 Page 519 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 1 day of December 1975. Fees \$ 2.50 pd.

SEAL H. P. Ferguson, CLERK

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 429, 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 Tom Haughton has caused this instrument to be executed by its duly authorized officers this the 24th day of November, 1975.

WORTMAN & MANN, INC.

By: Tom Haughton
Tom Haughton, Controller



ATTEST:

Raymond Miller
Raymond Miller, Vice President

STATE OF MISSISSIPPI

COUNTY OF HINDS

PERSONALLY appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named Tom Haughton, who acknowledged that he is the Controller 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 24th day of November, 1975.



Sarah D. Hubbard
NOTARY PUBLIC

My Commission Expires:

My Commission Expires: Nov. 27, 1978

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock no minutes A M. 28 day of November 1975, and that the same has been recorded in Book 193 Page 520 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 1 day of December 1975.

Fees \$ 2.50 pd.

SEAL H. P. Ferguson CLERK

Assignment of this Instrument Recorded in
Real Estate 70 Book
No. 284 Page 287
This the 9 day of June 19 82
H.D. Ferguson Clerk

Assignment of this Instrument Recorded in
Real Estate 70 Book
No. 284 Page 292
This the 9 day of June 19 82
H.D. Ferguson Clerk

CANCELLED BY AUTHORITY RECORDED IN BOOK Branch Mphis, TN No. Mos 180
409 page 301
THIS 29 day of July 19 87
H.D. Ferguson H.D.
Nov. 5 19 75

Deed of Trust - Mississippi - Jim Walter Homes, Inc.

Whereas, Dewitt W. Hawkins, Jr. AND Rosamond W. Hawkins

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 Nine Thousand Seven Hundred Seventy Two Dollars (\$ 29,772.00) as evidenced by one certain promissory note of even date herewith made by the Grantor to the Beneficiary and payable in monthly installments of \$ 165.40, the first of said installments being due and payable on the 5th day of JANUARY, 19 76, and a like installment on the 5th day of each and every month thereafter until the entire principal sum, together with interest from maturity at the rate of six per cent per annum has been paid in full;

WHEREAS, the Grantor is desirous of securing the payment of said indebtedness at the maturity thereof and renewals thereof in whole, or in part, and also any further and future advances to be made to the Grantor by the Beneficiary as well as any other indebtedness which may be due or become due to the Beneficiary by the Grantor in this deed of trust;

NOW, THEREFORE, in consideration of Five Dollars to him in hand paid by John H. Fox III hereinafter called Trustee, the receipt whereof is hereby acknowledged, the Grantor does hereby grant, bargain, sell, convey and warrant unto the John H. Fox III Trustee, all the real estate in the County of DeSoto State of Mississippi, described as follows:

A portion of the 13.83 acre Erna A. Hawkins tract and described more particularly as follows, to-wit: Commencing at the Southeast Corner of the Northwest Quarter of Section 28, Township 3 South, Range 9 West, DeSoto County, Mississippi; thence West 1318.68 feet along the South line of said Quarter section to an iron pin; thence N 00 degrees 28 minutes 17 seconds West 148.08 feet to the point of beginning being the Southwest Corner of the described tract; thence N 00 degrees 28 minutes 17 seconds West 794.45 feet to an iron pin; thence East 210.00 feet to a point; thence S 00 degrees 28 minutes 17 seconds East 794.45 feet to a point; thence West 210.00 feet to the point of beginning, containing 3.83 acres, more or less, located in the Northwest Quarter of said section. As per survey of Ronald R. Williams P.E., R.L.S., dated October 7, 1975.

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 seised 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 mortgage 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 protect, 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 will 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, 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-230

Re-record
Assignment of this Instrument Recorded in
Real Estate 70 Book
No. 287 Page 73
This the 31 day of Aug. 19 82
H.D. Ferguson Clerk

Re-record
Assignment of this Instrument Recorded in
Real Estate 70 Book
No. 287 Page 78
This the 31 day of Aug. 19 82
H.D. Ferguson Clerk

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 5th day of November, 1975

Witness:

Gene Snyder

Dewitt W. Hawkins Jr.
Rosamond W. Hawkins

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____

SEAL

Notary Public
My Commission Expires _____

RETURN TO:
JIM WALTER HOMES, INC.
P. O. BOX 22601
TAMPA, FLORIDA 33622

ACKNOWLEDGMENT

STATE OF TENNESSEE
COUNTY OF SHELBY

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, Gene Snyder, one of the subscribing witnesses to the foregoing instrument, who, being first duly sworn deposed and saith that he saw the within names Dewitt W. Hawkins Jr. and Rosamond W. Hawkins 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 Rosamond W. Hawkins and Dewitt W. Hawkins Jr. husband and wife.

GIVEN under my hand and official seal, this the 5th day of November, 1975

Sharon Roberts
NOTARY PUBLIC
MY COMMISSION EXPIRES August 28, 1976

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 November 1975, and that the same has been recorded in Book 193 Page 521 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 1 day of December, 1975.

Fees \$ 4.00pd.

SEAL H. P. Ferguson CLERK

4322

ASSIGNMENT OF DEED OF TRUST

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and other valuable considerations, the receipt, amount and sufficiency of all of which is hereby acknowledged, UNIFIRST FEDERAL SAVINGS AND LOAN ASSOCIATION, Jackson, Mississippi, a Corporation organized and existing under the Laws of the United States of America, acting by and through its duly authorized officers, does hereby transfer, sell, assign and deliver unto _____ that certain Deed of Trust executed by Danny W. Whitsell and Sherry E. to TOM B. SCOTT, JR., Trustee for the use and benefit of UNIFIRST FEDERAL SAVINGS AND LOAN ASSOCIATION, Jackson, Mississippi, dated July 9, 1974, encumbering certain lands in DeSoto County, Mississippi, which said deed of trust is recorded in Book 177 at Page 325, in the office of the Chancery Clerk of DeSoto County at Hernando, Mississippi, also all our right, title and interest in and to said Deed of Trust and the lands described therein, together with the indebtedness secured thereby in the original principal amount of \$ 30,400.00

WITNESS the signature and seal of UNIFIRST FEDERAL SAVINGS AND LOAN ASSOCIATION, Jackson, Mississippi, by its duly and legally authorized officers, this the 13th day of November, A.D., 19 75.



UNIFIRST FEDERAL SAVINGS AND LOAN ASSOCIATION
JACKSON, MISSISSIPPI

BY: Guy P. Martin

BY: Jennifer Duck

STATE OF MISSISSIPPI
COUNTY OF HINDS

This day personally appeared before me, the undersigned authority, in and for the State and County aforesaid, the within named Guy P. Martin and Jennifer Duck, personally known to me and personally known to me to be the Asst. Vice President and Asst. Secretary, respectively, of Unifirst Federal Savings and Loan Association, Jackson, Mississippi, a corporation, and that they signed, sealed and delivered the above and foregoing instrument of writing on the day and year therein mentioned as the act and deed of said Corporation, they having been first duly authorized so to do.

GIVEN under my hand and official seal, this the 13th day of November, A.D., 19 75.

Eula May Jubine
Notary Public

My Commission Expires Feb. 15, 1978

My Commission Expires: _____

AT 606

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 November 1975, and that the same has been recorded in Book 193 Page 523 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 1 day of December 1975.

Fees \$ 2.50 pd.

SEAL H. P. Ferguson CLERK

4448

ASSIGNMENT OF DEED OF TRUST

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and other valuable considerations, the receipt, amount and sufficiency of all of which is hereby acknowledged, UNIFIRST FEDERAL SAVINGS AND LOAN ASSOCIATION, Jackson, Mississippi, a Corporation organized and existing under the Laws of the United States of America, acting by and through its duly authorized officers, does hereby transfer, sell, assign and deliver unto Federal Home Loan Mortgage Corporation, that certain Deed of Trust executed by John B. Burton and Josephine G. to TOM B. SCOTT, JR., Trustee for the use and benefit of UNIFIRST FEDERAL SAVINGS AND LOAN ASSOCIATION, Jackson, Mississippi, dated September 23, 1974 encumbering certain lands in DeSoto County, Mississippi, which said deed of trust is recorded in Book 181 at Page 329 in the office of the Chancery Clerk of DeSoto County at Hernando, Mississippi, also all our right, title and interest in and to said Deed of Trust and the lands described therein, together with the indebtedness secured thereby in the original principal amount of \$ 35,000.00

WITNESS the signature and seal of UNIFIRST FEDERAL SAVINGS AND LOAN ASSOCIATION, Jackson, Mississippi, by its duly and legally authorized officers, this the 14th day of November, A.D., 19 75.



UNIFIRST FEDERAL SAVINGS AND LOAN ASSOCIATION
JACKSON, MISSISSIPPI

BY: Guy P. Martin
BY: Jennifer Duck

STATE OF MISSISSIPPI
COUNTY OF HINDS

This day personally appeared before me, the undersigned authority, in and for the State and County aforesaid, the within named Guy P. Martin and Jennifer Duck, personally known to me and personally known to me to be the Asst. Vice President and Asst. Secretary, respectively, of Unifirst Federal Savings and Loan Association, Jackson, Mississippi, a corporation, and that they signed, sealed and delivered the above and foregoing instrument of writing on the day and year therein mentioned as the act and deed of said Corporation, they having been first duly authorized so to do.

GIVEN under my hand and official seal, this the 14th day of November, A.D., 19 75.

Luella May Jenkins
Notary Public

My Commission Expires Feb. 16, 1978

My Commission Expires: _____

AT 608

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 November 1975, and that the same has been recorded in Book 193 Page 524 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 1 day of December 1975.

Fee \$ 2.50 pd.

SEAL H. P. Ferguson CLERK

4947

ASSIGNMENT OF DEED OF TRUST

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and other valuable considerations, the receipt, amount and sufficiency of all of which is hereby acknowledged, UNIFIRST FEDERAL SAVINGS AND LOAN ASSOCIATION, Jackson, Mississippi, a Corporation organized and existing under the Laws of the United States of America, acting by and through its duly authorized officers, does hereby transfer, sell, assign and deliver unto Federal Home Loan Mortgage Corporation, that certain Deed of Trust executed by Brown W. Higgins and Kay B. TOM B. SCOTT, JR., to _____, Trustee for the use and benefit of UNIFIRST FEDERAL SAVINGS AND LOAN ASSOCIATION, Jackson, Mississippi, dated December 31, 1973, encumbering certain lands in DeSoto County, Mississippi, which said deed of trust is recorded in Book 169 at Page 635, in the office of the Chancery Clerk of DeSoto County at Hernando, Mississippi, also all our right, title and interest in and to said Deed of Trust and the lands described therein, together with the indebtedness secured thereby in the original principal amount of \$33,250.00.

WITNESS the signature and seal of UNIFIRST FEDERAL SAVINGS AND LOAN ASSOCIATION, Jackson, Mississippi, by its duly and legally authorized officers, this the 19th day of November, A.D., 19 75.



UNIFIRST FEDERAL SAVINGS AND LOAN ASSOCIATION
JACKSON, MISSISSIPPI

BY: Guy P. Martin
BY: Jennifer Duck

STATE OF MISSISSIPPI
COUNTY OF HINDS

This day personally appeared before me, the undersigned authority, in and for the State and County aforesaid, the within named Guy P. Martin and Jennifer Duck, personally known to me and personally known to me to be the Asst. Vice President and Asst. Secretary, respectively, of Unifirst Federal Savings and Loan Association, Jackson, Mississippi, a corporation, and that they signed, sealed and delivered the above and foregoing instrument of writing on the day and year therein mentioned as the act and deed of said Corporation, they having been first duly authorized so to do.

GIVEN under my hand and official seal, this the 19th day of November, A.D., 19 75.

Eula May Jenkins
Notary Public

My Commission Expires: _____

AT 606

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 November 1975, and that the same has been recorded in Book 193 Page 525 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 1 day of December 1975.

Fees \$ 2.50 pd.

SEAL H. P. Ferguson CLERK

9343

ASSIGNMENT OF DEED OF TRUST

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and other valuable considerations, the receipt, amount and sufficiency of all of which is hereby acknowledged, UNIFIRST FEDERAL SAVINGS AND LOAN ASSOCIATION, Jackson, Mississippi, a Corporation organized and existing under the Laws of the United States of America, acting by and through its duly authorized officers, does hereby transfer, sell, assign and deliver unto Federal Home Loan Mortgage Corporation

that certain Deed of Trust executed by Roger A. Gibson and Sharon E. TOM B. SCOTT, JR., to _____, Trustee for the use and benefit of UNIFIRST FEDERAL SAVINGS AND LOAN ASSOCIATION, Jackson, Mississippi, dated July 12, 1974, encumbering certain lands in DeSoto County, Mississippi, which said deed of trust is recorded in Book 177 at Page 393, in the office of the Chancery Clerk of DeSoto County at Hernando, Mississippi, also all our right, title and interest in and to said Deed of Trust and the lands described therein, together with the indebtedness secured thereby in the original principal amount of \$ 29,150.00

WITNESS the signature and seal of UNIFIRST FEDERAL SAVINGS AND LOAN ASSOCIATION, Jackson, Mississippi, by its duly and legally authorized officers, this the 13th day of November, A.D., 19 75



UNIFIRST FEDERAL SAVINGS AND LOAN ASSOCIATION JACKSON, MISSISSIPPI

BY: Guy P. Martin
BY: Jennifer Duck

STATE OF MISSISSIPPI COUNTY OF HINDS

This day personally appeared before me, the undersigned authority, in and for the State and County aforesaid, the within named Guy P. Martin and Jennifer Duck, personally known to me and personally known to me to be the Asst. Vice President and Asst. Secretary, respectively, of Unifirst Federal Savings and Loan Association, Jackson, Mississippi, a corporation, and that they signed, sealed and delivered the above and foregoing instrument of writing on the day and year therein mentioned as the act and deed of said Corporation, they having been first duly authorized so to do.

GIVEN under my hand and official seal, this the 13th day of November, A.D., 19 75

Notary Public signature

My Commission Expires:

AT 508

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 November 1975, and that the same has been recorded in Book 193 Page 526 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 1 day of December 1975.

Fees \$ 2.50 pd.

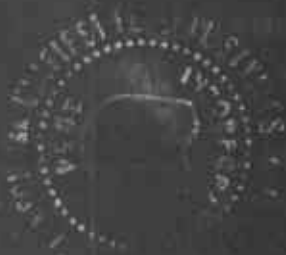
SEAL H. P. Ferguson, CLERK

4356

ASSIGNMENT OF DEED OF TRUST

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and other valuable considerations, the receipt, amount and sufficiency of all of which is hereby acknowledged, UNIFIRST FEDERAL SAVINGS AND LOAN ASSOCIATION, Jackson, Mississippi, a Corporation organized and existing under the Laws of the United States of America, acting by and through its duly authorized officers, does hereby transfer, sell, assign and deliver unto Federal Home Loan Mortgage Corporation, that certain Deed of Trust executed by James P. Carroll and Katherine R. to ION B. SCOTT, JR. Trustee for the use and benefit of UNIFIRST FEDERAL SAVINGS AND LOAN ASSOCIATION, Jackson, Mississippi, dated Sept. 13, 1974, encumbering certain lands in DeSoto County, Mississippi, which said deed of trust is recorded in Book 179 at Page 545, in the office of the Chancery Clerk of DeSoto County at Barnardo, Mississippi, also all our right, title and interest in and to said Deed of Trust and the lands described therein, together with the indebtedness secured thereby in the original principal amount of \$28,300.00

WITNESS the signature and seal of UNIFIRST FEDERAL SAVINGS AND LOAN ASSOCIATION, Jackson, Mississippi, by its duly and legally authorized officers, this the 13th day of November, A.D., 19 75.



UNIFIRST FEDERAL SAVINGS AND LOAN ASSOCIATION
JACKSON, MISSISSIPPI

BY: Guy P. Martin

BY: Jennifer Duck

STATE OF MISSISSIPPI
COUNTY OF HINDS

This day personally appeared before me, the undersigned authority, in and for the State and County aforesaid, the within named Guy P. Martin and Jennifer Duck, personally known to me and personally known to me to be the Asst. Vice President and Asst. Secretary, respectively, of Unifirst Federal Savings and Loan Association, Jackson, Mississippi, a corporation, and that they signed, sealed and delivered the above and foregoing instrument of writing on the day and year therein mentioned as the act and deed of said Corporation, they having been first duly authorized so to do.

GIVEN under my hand and official seal, this the 13th day of November, A.D., 1975.

Eula May Jenkins
Notary Public

My Commission Expires: My Commission Expires Feb. 13, 1977

AT 606

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at no minutes A M. 28 day of November 1975, and that the same has been recorded in Book 193 Page 527 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 1 day of December 1975.

Fees \$ 2.50 pd.

SEAL H. P. Ferguson CLERK

4415

ASSIGNMENT OF DEED OF TRUST

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and other valuable considerations, the receipt, amount and sufficiency of all of which is hereby acknowledged, UNIFIRST FEDERAL SAVINGS AND LOAN ASSOCIATION, Jackson, Mississippi, a Corporation organized and existing under the Laws of the United States of America, acting by and through its duly authorized officers, does hereby transfer, sell, assign and deliver unto Federal Home Loan Mortgage Corporation

that certain Deed of Trust executed by Joe P. Spencer and Karen R. to JCM B. SCOTT, JR., Trustee for the use and benefit of UNIFIRST FEDERAL SAVINGS AND LOAN ASSOCIATION, Jackson, Mississippi, dated August 9, 1974, encumbering certain lands in DeSoto County, Mississippi, which said deed of trust is recorded in Book 178 at Page 348, in the office of the Chancery Clerk of DeSoto County at Hernando, Mississippi, also all our right, title and interest in and to said Deed of Trust and the lands described therein, together with the indebtedness secured thereby in the original principal amount of \$ 31,400.00

WITNESS the signature and seal of UNIFIRST FEDERAL SAVINGS AND LOAN ASSOCIATION, Jackson, Mississippi, by its duly and legally authorized officers, this the 13th day of November, A.D., 19 75

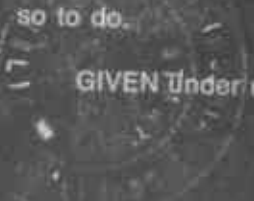


UNIFIRST FEDERAL SAVINGS AND LOAN ASSOCIATION
JACKSON, MISSISSIPPI

BY: Guy P. Martin
BY: Jennifer Duck

STATE OF MISSISSIPPI
COUNTY OF HINDS

This day personally appeared before me, the undersigned authority, in and for the State and County aforesaid, the within named Guy P. Martin and Jennifer Duck, personally known to me and personally known to me to be the Asst. Vice President and Asst. Secretary, respectively, of Unifirst Federal Savings and Loan Association, Jackson, Mississippi, a corporation, and that they signed, sealed and delivered the above and foregoing instrument of writing on the day and year therein mentioned as the act and deed of said Corporation, they having been first duly authorized so to do.



GIVEN Under my hand and official seal, this the 13th day of November, A.D., 19 75.

Lula May Jenkins
Notary Public

My Commission Expires: _____

AT 606

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 November 1975, and that the same has been recorded in Book 193 Page 528 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 1 day of December 1975.

Fees \$ 2.50 pd.

SEAL H. P. Ferguson CLERK

1428

ASSIGNMENT OF DEED OF TRUST

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and other valuable considerations, the receipt, amount and sufficiency of all of which is hereby acknowledged, UNIFIRST FEDERAL SAVINGS AND LOAN ASSOCIATION, Jackson, Mississippi, a Corporation organized and existing under the Laws of the United States of America, acting by and through its duly authorized officers, does hereby transfer, sell, assign and deliver unto

_____ that certain Deed of Trust executed by Curtis C. Kelton and Carolyn M. to TOM B. SCOTT, JR. Trustee for the use and benefit of UNIFIRST FEDERAL SAVINGS AND LOAN ASSOCIATION, Jackson, Mississippi, dated September 27, 1974 encumbering certain lands in DeSoto County, Mississippi, which said deed of trust is recorded in Book 180 at Page 177, in the office of the Chancery Clerk of DeSoto County at Hermendo, Mississippi, also all our right, title and interest in and to said Deed of Trust and the lands described therein, together with the indebtedness secured thereby in the original principal amount of \$ 35,000.00

WITNESS the signature and seal of UNIFIRST FEDERAL SAVINGS AND LOAN ASSOCIATION, Jackson, Mississippi, by its duly and legally authorized officers, this the 13th day of November, A.D., 19 75



UNIFIRST FEDERAL SAVINGS AND LOAN ASSOCIATION
JACKSON, MISSISSIPPI

BY: Guy P. Martin
BY: Jennifer Duck

STATE OF MISSISSIPPI
COUNTY OF HINDS

This day personally appeared before me, the undersigned authority, in and for the State and County aforesaid, the within named Guy P. Martin and Jennifer Duck, personally known to me and personally known to me to be the Asst. Vice President and Asst. Secretary, respectively, of Unifirst Federal Savings and Loan Association, Jackson, Mississippi, a corporation, and that they signed, sealed and delivered the above and foregoing instrument of writing on the day and year therein mentioned as the act and deed of said Corporation, they having been first duly authorized

so to do.

GIVEN under my hand and official seal, this the 13th day of November, A.D., 19 75

Eula May Jenkins
Notary Public

My Commission Expires: _____

AT 605

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at no minutes A M. 28 day of November 1975, and that the same has been recorded in Book 193 Page 529 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 1 day of December 1975.

Fees \$ 2.50 pd.

SEAL H. P. Ferguson CLERK

4496

ASSIGNMENT OF DEED OF TRUST

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and other valuable considerations, the receipt, amount and sufficiency of all of which is hereby acknowledged, UNIFIRST FEDERAL SAVINGS AND LOAN ASSOCIATION, Jackson, Mississippi, a Corporation organized and existing under the Laws of the United States of America, acting by and through its duly authorized officers, does hereby transfer, sell, assign and deliver unto Federal Home Loan Mortgage Corporation that certain Deed of Trust executed by Charles L. Nabors and Jewell Lee, to TOM B. SCOTT, JR., Trustee for the use and benefit of UNIFIRST FEDERAL SAVINGS AND LOAN ASSOCIATION, Jackson, Mississippi, dated August 2, 1974, encumbering certain lands in DeSoto County, Mississippi, which said deed of trust is recorded in Book 178 at Page 282, in the office of the Chancery Clerk of DeSoto County at Hernando, Mississippi, also all our right, title and interest in and to said Deed of Trust and the lands described therein, together with the indebtedness secured thereby in the original principal amount of \$ 30,000.00

WITNESS the signature and seal of UNIFIRST FEDERAL SAVINGS AND LOAN ASSOCIATION, Jackson, Mississippi, by its duly and legally authorized officers, this the 14th day of November, A.D., 19 75.



UNIFIRST FEDERAL SAVINGS AND LOAN ASSOCIATION
JACKSON, MISSISSIPPI

BY: Guy P. Martin
BY: Jennifer Duck

STATE OF MISSISSIPPI
COUNTY OF HINDS

This day personally appeared before me, the undersigned authority, in and for the State and County aforesaid, the within named Guy P. Martin and Jennifer Duck, personally known to me and personally known to me to be the Asst. Vice President and Asst. Secretary, respectively, of Unifirst Federal Savings and Loan Association, Jackson, Mississippi, a corporation, and that they signed, sealed and delivered the above and foregoing instrument of writing on the day and year therein mentioned as the act and deed of said Corporation, they having been first duly authorized so to do.



GIVEN under my hand and official seal, this the 14th day of November, A.D., 19 75.

Zula May Jackson
Notary Public

My Commission Expires: My Commission Expires Feb. 16, 1978

AT 008

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 November 1975, and that the same has been recorded in Book 193 Page 530 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 1 day of November 1975.

Fees \$ 2.50 pd.

SEAL H. P. Ferguson CLERK

21497

ASSIGNMENT OF DEED OF TRUST

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and other valuable considerations, the receipt, amount and sufficiency of all of which is hereby acknowledged, UNIFIRST FEDERAL SAVINGS AND LOAN ASSOCIATION, Jackson, Mississippi, a Corporation organized and existing under the Laws of the United States of America, acting by and through its duly authorized officers, does hereby transfer, sell, assign and deliver unto ^{Federal Home Loan Mortgage Corporation} _____, that certain Deed of Trust executed by O. Marvin Johnson and Sharon M. to TOM B. SCOTT, JR., Trustee for the use and benefit of UNIFIRST FEDERAL SAVINGS AND LOAN ASSOCIATION, Jackson, Mississippi, dated September 18, 74 encumbering certain lands in DeSoto County, Mississippi, which said deed of trust is recorded in Book 180 at Page 75, in the office of the Chancery Clerk of DeSoto County at Hernando, Mississippi, also all our right, title and interest in and to said Deed of Trust and the lands described therein, together with the indebtedness secured thereby in the original principal amount of \$ 31,200.00

WITNESS the signature and seal of UNIFIRST FEDERAL SAVINGS AND LOAN ASSOCIATION, Jackson, Mississippi, by its duly and legally authorized officers, this the 14th day of November, A.D., 19 75



UNIFIRST FEDERAL SAVINGS AND LOAN ASSOCIATION
JACKSON, MISSISSIPPI

BY: Guy P. Martin
BY: Jennifer Duck

STATE OF MISSISSIPPI
COUNTY OF HINDS

This day personally appeared before me, the undersigned authority, in and for the State and County aforesaid, the within named Guy P. Martin and Jennifer Duck, personally known to me and personally known to me to be the Asst. Vice President and Asst. Secretary, respectively, of Unifirst Federal Savings and Loan Association, Jackson, Mississippi, a corporation, and that they signed, sealed and delivered the above and foregoing instrument of writing on the day and year therein mentioned as the act and deed of said Corporation, they having been first duly authorized so to do.

GIVEN under my hand and official seal, this the 14th day of November, A.D., 19 75

Lula May Jenkins
Notary Public

My Commission Expires: _____

AT 600

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 November 1975, and that the same has been recorded in Book 193 Page 531 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 1 day of December 1975.

Fees \$ 2.50 pd.

SEAL H. P. Ferguson, CLERK

4334

ASSIGNMENT OF DEED OF TRUST

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and other valuable considerations, the receipt, amount and sufficiency of all of which is hereby acknowledged, UNIFIRST FEDERAL SAVINGS AND LOAN ASSOCIATION, Jackson, Mississippi, a Corporation organized and existing under the Laws of the United States of America, acting by and through its duly authorized officers, does hereby transfer, sell, assign and deliver unto _____ Federal Home Loan Mortgage Corporation that certain Deed of Trust executed by Clyde D. Calvert and Annie M. to TOM B. SCOTT, JR., Trustee for the use and benefit of UNIFIRST FEDERAL SAVINGS AND LOAN ASSOCIATION, Jackson, Mississippi, dated Sept. 6, 1974, encumbering certain lands in DeSoto County, Mississippi, which said deed of trust is recorded in Book 179 at Page 386, in the office of the Chancery Clerk of DeSoto County at Hernando, Mississippi, also all our right, title and interest in and to said Deed of Trust and the lands described therein, together with the indebtedness secured thereby in the original principal amount of \$32,750.00.

WITNESS the signature and seal of UNIFIRST FEDERAL SAVINGS AND LOAN ASSOCIATION, Jackson, Mississippi, by its duly and legally authorized officers, this the 13th day of November, A.D., 19 75.



UNIFIRST FEDERAL SAVINGS AND LOAN ASSOCIATION
JACKSON, MISSISSIPPI

BY: Guy P. Martin
BY: Jennifer Duck

STATE OF MISSISSIPPI
COUNTY OF HINDS

This day personally appeared before me, the undersigned authority, in and for the State and County aforesaid, the within named Guy P. Martin and Jennifer Duck, personally known to me and personally known to me to be the Asst. Vice President and Asst. Secretary, respectively, of Unifirst Federal Savings and Loan Association, Jackson, Mississippi, a corporation, and that they signed, sealed and delivered the above and foregoing instrument of writing on the day and year therein mentioned as the act and deed of said Corporation, they having been first duly authorized so to do.

GIVEN under my hand and official seal, this the 13th day of November, A.D., 19 75



Lula Mae Jenkins
Notary Public

My Commission Expires: _____
My Commission Expires: Feb. 16, 1978

AT 506

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 November 1975, and that the same has been recorded in Book 193 Page 532 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 1 day of November 1975.

Fees \$ 2.50 pd.

SEAL H. P. Ferguson, CLERK

6307

ASSIGNMENT OF DEED OF TRUST

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and other valuable considerations, the receipt, amount and sufficiency of all of which is hereby acknowledged, UNIFIRST FEDERAL SAVINGS AND LOAN ASSOCIATION, Jackson, Mississippi, a Corporation organized and existing under the Laws of the United States of America, acting by and through its duly authorized officers, does hereby transfer, sell, assign and deliver unto Federal Home Loan Mortgage Corporation, that certain Deed of Trust executed by Jerry D. Mitchell and Patricia J., to TOM B. SCOTT, JR., Trustee for the use and benefit of UNIFIRST FEDERAL SAVINGS AND LOAN ASSOCIATION, Jackson, Mississippi, dated December 30, 1974, encumbering certain lands in DeSoto County, Mississippi, which said deed of trust is recorded in Book 182 at Page 427, in the office of the Chancery Clerk of DeSoto County at Hernando, Mississippi, also all our right, title and interest in and to said Deed of Trust and the lands described therein, together with the indebtedness secured thereby in the original principal amount of \$ 27,000.00

WITNESS the signature and seal of UNIFIRST FEDERAL SAVINGS AND LOAN ASSOCIATION, Jackson, Mississippi, by its duly and legally authorized officers, this the 19th day of November, A.D., 19 75



UNIFIRST FEDERAL SAVINGS AND LOAN ASSOCIATION
JACKSON, MISSISSIPPI

BY: Guy P. Martin
BY: Jennifer Duck

STATE OF MISSISSIPPI
COUNTY OF HINDS

This day personally appeared before me, the undersigned authority, in and for the State and County aforesaid, the within named Guy P. Martin and Jennifer Duck, personally known to me and personally known to me to be the Asst. Vice President and Asst. Secretary, respectively, of Unifirst Federal Savings and Loan Association, Jackson, Mississippi, a corporation, and that they signed, sealed and delivered the above and foregoing instrument of writing on the day and year therein mentioned as the act and deed of said Corporation, they having been first duly authorized so to do.

GIVEN under my hand and official seal, this the 19th day of November, A.D., 19 75

Evelyn Mary Jenkins
Notary Public

My Commission Expires: _____

AT 606

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 November 1975, and that the same has been recorded in Book 193 Page 533 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 1 day of December 1975.

Fees \$ 2.50 pd.

SEAL H. P. Ferguson CLERK

6000

ASSIGNMENT OF DEED OF TRUST

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and other valuable considerations, the receipt, amount and sufficiency of all of which is hereby acknowledged, UNIFIRST FEDERAL SAVINGS AND LOAN ASSOCIATION, Jackson, Mississippi, a Corporation organized and existing under the Laws of the United States of America, acting by and through its duly authorized officers, does hereby transfer, sell, assign and deliver unto Federal Home Loan Mortgage Corporation, that certain Deed of Trust executed by George R. Winfield and Barbara Jean, to TOM B. SCOTT, JR., Trustee for the use and benefit of UNIFIRST FEDERAL SAVINGS AND LOAN ASSOCIATION, Jackson, Mississippi, dated December 9, 1974, encumbering certain lands in DeSoto County, Mississippi, which said deed of trust is recorded in Book 182 at Page 43, in the office of the Chancery Clerk of DeSoto County at Hernando, Mississippi, also all our right, title and interest in and to said Deed of Trust and the lands described therein, together with the indebtedness secured thereby in the original principal amount of \$ 25,000.00

WITNESS the signature and seal of UNIFIRST FEDERAL SAVINGS AND LOAN ASSOCIATION, Jackson, Mississippi, by its duly and legally authorized officers, this the 19th day of November, A.D., 19 75



UNIFIRST FEDERAL SAVINGS AND LOAN ASSOCIATION
JACKSON, MISSISSIPPI

BY: Guy P. Martin
BY: Jennifer Duck

STATE OF MISSISSIPPI
COUNTY OF HINDS

This day personally appeared before me, the undersigned authority, in and for the State and County aforesaid, the within named Guy P. Martin and Jennifer Duck, personally known to me and personally known to me to be the Asst. Vice President and Asst. Secretary, respectively, of Unifirst Federal Savings and Loan Association, Jackson, Mississippi, a corporation, and that they signed, sealed and delivered the above and foregoing instrument of writing on the day and year therein mentioned as the act and deed of said Corporation, they having been first duly authorized so to do.

GIVEN under my hand and official seal, this the 19th day of November, A.D., 19 75

Eula May Jenkins
Notary Public

My Commission Expires: _____

AT 006

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 November 1975, and that the same has been recorded in Book 193 Page 534 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 1 day of December 1975.

Fees \$ 2.50 pd.

SEAL H. P. Ferguson CLERK

5623

ASSIGNMENT OF DEED OF TRUST

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and other valuable considerations, the receipt, amount and sufficiency of all of which is hereby acknowledged, UNIFIRST FEDERAL SAVINGS AND LOAN ASSOCIATION, Jackson, Mississippi, a Corporation organized and existing under the Laws of the United States of America, acting by and through its duly authorized officers, does hereby transfer, sell, assign and deliver unto _____

_____ that certain Deed of Trust executed by Danny W. Branam and Linda JoAnn to TOM B. SCOTT, JR., Trustee for the use and benefit of UNIFIRST FEDERAL SAVINGS AND LOAN ASSOCIATION, Jackson, Mississippi, dated October 4, 1974, encumbering certain lands in DeSoto County, Mississippi, which said deed of trust is recorded in Book 180 at Page 231, in the office of the Chancery Clerk of DeSoto County at Hernando, Mississippi, also all our right, title and interest in and to said Deed of Trust and the lands described therein, together with the indebtedness secured thereby in the original principal amount of \$ 30,200.00

WITNESS the signature and seal of UNIFIRST FEDERAL SAVINGS AND LOAN ASSOCIATION, Jackson, Mississippi, by its duly and legally authorized officers, this the 19th day of November, A.D., 19 75



UNIFIRST FEDERAL SAVINGS AND LOAN ASSOCIATION
JACKSON, MISSISSIPPI

BY: Guy P. Martin
BY: Jennifer Duck

STATE OF MISSISSIPPI
COUNTY OF HINDS

This day personally appeared before me, the undersigned authority, in and for the State and County aforesaid, the within named Guy P. Martin and Jennifer Duck, personally known to me and personally known to me to be the Asst. Vice President and Asst. Secretary, respectively, of Unifirst Federal Savings and Loan Association, Jackson, Mississippi, a corporation, and that they signed, sealed and delivered the above and foregoing instrument of writing on the day and year therein mentioned as the act and deed of said Corporation, they having been first duly authorized so to do.

GIVEN under my hand and official seal, this the 19th day of November, A.D., 1975.

Lula May Jenkins
Notary Public

My Commission Expires: _____

AT 806

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 November 1975, and that the same has been recorded in Book 193 Page 535 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 1 day of December 1975.

Fees \$ 2.50 pd.

SEAL H. P. Ferguson CLERK

52638

ASSIGNMENT OF DEED OF TRUST

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and other valuable considerations, the receipt, amount and sufficiency of all of which is hereby acknowledged, UNIFIRST FEDERAL SAVINGS AND LOAN ASSOCIATION, Jackson, Mississippi, a Corporation organized and existing under the Laws of the United States of America, acting by and through its duly authorized officers, does hereby transfer, sell, assign and deliver unto Federal Home Loan Mortgage Corporation, that certain Deed of Trust executed by Jack Allen James and Jackie D., to TOM B. SCOTT, JR., Trustee for the use and benefit of UNIFIRST FEDERAL SAVINGS AND LOAN ASSOCIATION, Jackson, Mississippi, dated October 15, 1974, encumbering certain lands in DeSoto County, Mississippi, which said deed of trust is recorded in Book 180 at Page 465, in the office of the Chancery Clerk of DeSoto County at Hernando, Mississippi, also all our right, title and interest in and to said Deed of Trust and the lands described therein, together with the indebtedness secured thereby in the original principal amount of \$ 27,700.00

WITNESS the signature and seal of UNIFIRST FEDERAL SAVINGS AND LOAN ASSOCIATION, Jackson, Mississippi, by its duly and legally authorized officers, this the 19th day of November, A.D., 19 75.



UNIFIRST FEDERAL SAVINGS AND LOAN ASSOCIATION
JACKSON, MISSISSIPPI

BY: Guy P. Martin
BY: Jennifer Duck

STATE OF MISSISSIPPI
COUNTY OF HINDS

This day personally appeared before me, the undersigned authority, in and for the State and County aforesaid, the within named Guy P. Martin and Jennifer Duck, personally known to me and personally known to me to be the Asst. Vice President and Asst. Secretary, respectively, of Unifirst Federal Savings and Loan Association, Jackson, Mississippi, a corporation, and that they signed, sealed and delivered the above and foregoing instrument of writing on the day and year therein mentioned as the act and deed of said Corporation, they having been first duly authorized so to do.

GIVEN under my hand and official seal, this the 19th day of November, A.D., 19 75

Eula May Jenkins
Notary Public

My Commission Expires: Feb. 15, 1978

AT 806

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 November 1975, and that the same has been recorded in Book 193 Page 536 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 1 day of December 1975.

Fees \$ 2.50 pd.

SEAL H. P. Ferguson CLERK

6415

ASSIGNMENT OF DEED OF TRUST

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and other valuable considerations, the receipt, amount and sufficiency of all of which is hereby acknowledged, UNIFIRST FEDERAL SAVINGS AND LOAN ASSOCIATION, Jackson, Mississippi, a Corporation organized and existing under the Laws of the United States of America, acting by and through its duly authorized officers, does hereby transfer, sell, assign and deliver unto Federal Home Loan Mortgage Corporation that certain Deed of Trust executed by Robert G. Wright and Mamie A. to TOM E. SCOTT, JR. Trustee for the use and benefit of UNIFIRST FEDERAL SAVINGS AND LOAN ASSOCIATION, Jackson, Mississippi, dated February 26, 1975 encumbering certain lands in DeSoto County, Mississippi, which said deed of trust is recorded in Book 183 at Page 519, in the office of the Chancery Clerk of DeSoto County at Hernando, Mississippi, also all our right, title and interest in and to said Deed of Trust and the lands described therein, together with the indebtedness secured thereby in the original principal amount of \$ 36,250.00

WITNESS the signature and seal of UNIFIRST FEDERAL SAVINGS AND LOAN ASSOCIATION, Jackson, Mississippi, by its duly and legally authorized officers, this the 21th day of November, A.D., 19 75.



UNIFIRST FEDERAL SAVINGS AND LOAN ASSOCIATION
JACKSON, MISSISSIPPI

BY: Guy P. Martin
BY: Jennifer Duck

STATE OF MISSISSIPPI
COUNTY OF HINDS

This day personally appeared before me, the undersigned authority, in and for the State and County aforesaid, the within named Guy P. Martin and Jennifer Duck, personally known to me and personally known to me to be the Asst. Vice President and Asst. Secretary, respectively, of Unifirst Federal Savings and Loan Association, Jackson, Mississippi, a corporation, and that they signed, sealed and delivered the above and foregoing instrument of writing on the day and year therein mentioned as the act and deed of said Corporation, they having been first duly authorized so to do.

GIVEN under my hand and official seal, this the 21th day of November, A.D., 1975

Eula May Jenkins
Notary Public

My Commission Expires: _____

AT 606

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 November 1975, and that the same has been recorded in Book 193 Page 537 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 1 day of December 1975.

Fees \$ 2.50 pd.

SEAL H. P. Ferguson CLERK

4972

ASSIGNMENT OF DEED OF TRUST

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and other valuable considerations, the receipt, amount and sufficiency of all of which is hereby acknowledged, UNIFIRST FEDERAL SAVINGS AND LOAN ASSOCIATION, Jackson, Mississippi, a Corporation organized and existing under the Laws of the United States of America, acting by and through its duly authorized officers, does hereby transfer, sell, assign and deliver unto

_____ that certain Deed of Trust executed by Harry D. Johnson and Dale W. _____ to TDM B. SCOTT, JR., Trustee for the use and benefit of UNIFIRST FEDERAL SAVINGS AND LOAN ASSOCIATION, Jackson, Mississippi, dated August 22, 1974, encumbering certain lands in DeSoto County, Mississippi, which said deed of trust is recorded in Book 179 at Page 79, in the office of the Chancery Clerk of DeSoto County at Hernando, Mississippi, also all our right, title and interest in and to said Deed of Trust and the lands described therein, together with the indebtedness secured thereby in the original principal amount of \$ 30,000.00

WITNESS the signature and seal of UNIFIRST FEDERAL SAVINGS AND LOAN ASSOCIATION, Jackson, Mississippi, by its duly and legally authorized officers, this the 19th day of November, A.D., 1975.



UNIFIRST FEDERAL SAVINGS AND LOAN ASSOCIATION JACKSON, MISSISSIPPI BY: Guy P. Martin BY: Jennifer Duck

STATE OF MISSISSIPPI COUNTY OF HINDS

This day personally appeared before me, the undersigned authority, in and for the State and County aforesaid, the within named Guy P. Martin and Jennifer Duck, personally known to me and personally known to me to be the Asst. Vice President and Asst. Secretary, respectively, of Unifirst Federal Savings and Loan Association, Jackson, Mississippi, a corporation, and that they signed, sealed and delivered the above and foregoing instrument of writing on the day and year therein mentioned as the act and deed of said Corporation, they having been first duly authorized so to do.

GIVEN under my hand and official seal, this the 19th day of November, A.D., 1975. Eula May Jackson Notary Public

My Commission Expires: _____

AT 009

STATE OF MISSISSIPPI, DESOTO COUNTY I certify that the within instrument was filed for record at 10 o'clock _____ minutes A.M. 28 day of November 1975, and that the same has been recorded in Book 193 Page 538 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 1 day of December 1975. Fees \$ 2.50 pd.

SEAL H. B. Ferguson, CLERK

RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO

Name
Street Address
City & State

LLOYDS BANK CALIFORNIA
1666 N. Main Street
Santa Ana, Calif. 92701
ATTN. LORNA O. BENTLEY
ASST. VICE Pres.

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Assignment of Deed of Trust

TO 1988 CA 11-75

THIS FORM FURNISHED BY TICOR TITLE INSURERS

A.P.N.

For Value Received, the undersigned hereby grants, assigns and transfer to
LLOYDS BANK CALIFORNIA, a California Corporation
 all beneficial interest under that certain Deed of Trust dated June 30, 1975
 executed by AMERICAN VILLAGES, INC., A California Corporation

to LAWYERS TITLE INSURANCE CORPORATION, Trustor
 and recorded as Instrument No. _____ on July 1, 1975 in Book/Reel TD 187
 Page/Image 369 of Official Records in the County Recorder's office of DeSoto County,
Mississippi, describing land therein as:

AS PER LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF.

Together with the note or notes therein described or referred to, the money due and to become due thereon with
 interest, and all rights accrued or to accrue under said Deed of Trust.
 Dated November 3, 1975

by: ELTINGE, GRAZIADIO & SAMPSON DEVELOPMENT CO., a partnership
[Signatures]
 FOR CORPORATE ACKNOWLEDGEMENT

STATE OF CALIFORNIA }
 COUNTY OF _____ } SS.
 On _____ before me, the undersigned, a Notary Public in and for said State, personally appeared
 _____ known to me to be the _____ President, and
 _____ known to me to be _____ Secretary of the Corporation that
 executed the within Instrument, known to me to be the persons who executed the within Instrument on behalf of the Corporation
 therein named, and acknowledged to me that such Corporation executed the within Instrument pursuant to its by-laws or a resolution
 of its board of directors.
 WITNESS my hand and official seal. Signature _____

FOR INDIVIDUAL ACKNOWLEDGEMENT
 STATE OF CALIFORNIA }
 COUNTY OF _____ } SS.
 On _____ before me, the undersigned, a Notary Public in and for said State,
 personally appeared _____
 _____ known to me to be the person _____ whose name _____ subscribed to the within
 instrument and acknowledged that _____ executed the same.
 WITNESS my hand and official seal. Signature _____

FOR PARTNERSHIP ACKNOWLEDGEMENT
 STATE OF CALIFORNIA }
 COUNTY OF Los Angeles } SS.
 On November 17, 1975 before me, the under-
 signed, a Notary Public in and for said State, personally appeared
George L. Graziadio and
James K. Sampson
 _____ known to me
 to be two of the partners of the partnership that
 executed the within instrument, and acknowledged to me that such
 partnership executed the same.
 WITNESS my hand and official seal.

Signature Mahle Sutt



(This area for official notarial seal)

Title Order No. _____ Escrow or Loan No. _____

PARCEL I:

A part of the Southwest Quarter of Section 13, Township 1 South, Range 8 West, DeSoto County, Mississippi, more particularly described as follows:

Beginning at a point in the East line of Hudgins Road 230.08 feet South of the Southwest corner of Tennessee Industrial Park, as measured along the East line of Hudgins Road; thence South 0 degrees 38 minutes 30 seconds East along the East line of Hudgins Road 182.25 feet to a point at the beginning of a curve to the left, having a radius of 522.97 feet; thence Southwardly along the arc of said curve and also being along the Easterly line of Hudgins Road 308.16 feet to a point at the end of said arc; thence South 36 degrees 20 minutes 40 seconds East along the Easterly line of Hudgins Road 209.96 feet; thence South 29 degrees 09 minutes 40 seconds East along the North line of future building area 208.0 feet to a point; thence South 0 degrees 48 minutes 30 seconds West along the East line of Future Building Area 200.0 feet to a point in the North line of State Line Road; thence South 87 degrees 38 minutes East along the North line of State Line Road 151.66 feet; thence South 87 degrees 28 minutes 50 seconds East along the North line of State Line Road 100.05 feet to a point; thence North 0 degrees 48 minutes 30 seconds East 175.0 feet to a point; thence South 87 degrees 28 minutes 50 seconds East 100.05 feet to a point; thence North 0 degrees 48 minutes 30 seconds East 673.17 feet to a point; thence North 89 degrees 09 minutes 40 seconds West 786.57 feet to the point of beginning.

PARCEL II:

All those certain rights as set forth and established in that certain Declaration and Grant of Parking Rights, Right of Ingress and Egress, and of Restrictions dated August 12, 1974, and recorded concurrently herewith by and between George M. Eltinge, George L. Graziadio and James K. Sampson, Partners, d/b/a Eltinge, Graziadio & Sampson Development Co., a partnership, and Pacific Mutual Life Insurance Company, a California Corporation, in and to the following described land:

A part of the SW 1/4 of Section 13, Township 1 South, Range 3 West, DeSoto County, Mississippi, more particularly described as follows:

Starting at a point in the East line of the Hudgins Road right of way, said point being the Southwest corner of the Tennessee Industrial Park; thence South 0 degrees 38 minutes 30 seconds East along the East right of way line of Hudgins Road 412.33 feet to a point at the beginning of a curve to the left having a radius of 522.97 feet; thence along said curve and Easterly right of way line an arc distance of 308.16 feet; thence South 36 degrees 20 minutes 40 seconds East along said Easterly right of way 209.96 feet to the true point of beginning; thence South 36 degrees 20 minutes 40 seconds East along said Easterly right of way line 85 feet to a point at the beginning of a curve to the right having a radius of 632.97 feet; thence along said curve and Easterly right of way line an arc distance of 74.67 feet; thence South 55 degrees 22 minutes 50 seconds East 126.92 feet to a point in the North right of way line of State Line Road; thence along said North right of way line a distance of 9.74 feet; thence North 0 degrees 48 minutes 30 seconds East 200.00 feet; thence North 89 degrees 09 minutes 40 seconds West 208.00 feet to the true point of beginning.

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 3 o'clock 30 minutes P M. 28 day of November 1975, and that the same has been recorded in Book 193 Page 539 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 1 day of December 1975.

Fees \$3.50 pd.

SEAL

H. P. Ferguson, CLERK

Assignment of this Instrument Recorded in
Real Estate TID Book
No. 232 Page 18
This the 11 day of Oct. 19 78
H. D. Ferguson Clerk

~~Assignment of this Instrument Recorded in~~
~~Book~~
No. Page
This the day of 19

Mississippi Bankers Association
Form No. 1
(Revised Dec. 1966)
L A N D

DEED OF TRUST LAND

THIS INDENTURE, this day made and entered into between
RALPH KINNEY and wife, NELL KINNEY,

of the first part, hereinafter designated as the Grantor,

Melvin McClure, Jr., Trustee, of the second part, hereinafter designated as Trustee, and
MATTIE COLLIER, a widow,

of the third part, hereinafter designated as the Beneficiary.

WITNESSETH: That whereas the Grantor is justly indebted to the beneficiary in the full sum of
ELEVEN THOUSAND FOUR HUNDRED NINETY-FIVE AND 84/100----- DOLLARS
(\$11,495.84) evidenced by one promissory note of even date herewith in favor of
the beneficiary, bearing interest at the rate of 5 per centum per annum
from date , providing for the payment of attorney's fees in case of default and being due
and payable as follows, to-wit:

Eleven thousand four hundred ninety-five and 84/100 Dollars (\$11,495.84),
bearing interest at the rate of 5% per annum from date, repayable in 156
monthly installments of \$100.00 each and one final monthly installment
of \$80.47, with the first installment being due and payable December 1,
1975, and one installment being due and payable on the 1st day of each
consecutive succeeding month thereafter until all installments are paid.
Said installments consist of principal and interest at the rate of 5%
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 Dol-
lars (\$10.00) cash in hand paid by the aforesaid trustee, the receipt of which is hereby acknowledged,
the grantor does hereby convey and warrant unto the said trustee, the property situated in the
County of DeSoto,

State of Mississippi, and more particularly described as follows, to-wit:

Lot 354, Section B, 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 14, 15 and 16, in the office
of the Chancery Clerk of DeSoto County, Mississippi.

CANCELLED BY AUTHORITY, RECORDED IN BOOK
419 PAGE 502
THIS 29th DAY OF Oct. 19 87
H. D. Ferguson
Chancery Clerk
W. D. Taylor, D.C.

This is a SECOND DEED OF TRUST and is junior and subordinate to that certain Deed of Trust of record in Real Estate Trust Deed Book 68, at page 217, which Deed of Trust was duly assigned to Williamsburgh Savings Bank by instrument of record in Real Estate Trust Deed Book 68, at page 315, both in the office of the Chancery Clerk of DeSoto County, Mississippi, and which Deed of Trust was assumed by Mattie Collier, a widow, by Warranty Deed of record in Book 85, at page 261, in the office of the Chancery Clerk of DeSoto County, Mississippi.

Together with all the hereditaments and appurtenances thereunto appertaining, as far as they may now or hereafter, during the term of this deed of trust, belong to or be used in connection with the occupancy of any building on the said land, or that may be hereafter erected thereon, all heating and ventilating apparatus, gas, electric light and other fixtures, whether attached to said premises or detached therefrom.

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary herein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment of interest as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other covenant herein contained, then and in that event the entire principal sum secured hereby with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, or the owner or holder of said note or notes, be and become at once due and payable, and the trustee herein named, or his successor or successors, shall, at the request of the beneficiary, or at the request of any owner or holder of the note or notes secured hereby, sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid. Such sale shall be made by giving notice of the time, place and terms of sale as required by Section 888 of the Mississippi Code of 1942 and amendments if any thereto, and the trustee shall make deed to the purchaser or purchasers. Should the beneficiary, or the owner or holder of the note or notes secured hereby be a corporation, then in such event a declaration of default to the trustee, and a request for sale hereunder, may be made by any officer thereof. If the land covered hereby is situated in two or more counties, or in two judicial districts of the same county, the trustee may sell the whole in any of the counties, or in either of the judicial districts of a county in which any part of the land lies. Out of the proceeds of sale the trustee shall first pay the cost of advertising and making the sale; and secondly, he shall pay whatever items may have been incurred and remain unpaid in the protection of this security; then he shall pay such of the items of indebtedness secured hereby as may be outstanding in the order of their maturity, and any balance remaining in his hands shall be delivered to the grantor, or to his proper representatives, agents or assigns.

It is agreed and understood, by and between the parties hereto that this conveyance is executed and intended to be, and is hereby made subject to the following covenants, stipulations and conditions, all of which shall be binding upon the parties hereto and each of them.

First. In addition to the indebtedness specifically mentioned above, and any and all extensions or renewals of the same, or any part thereof, this conveyance shall also cover such future and additional advances as may be made to the grantor, or either of them, by the beneficiary, not to exceed the sum of \$125,000.00, the beneficiary to be the sole judge as to whether or not such future and additional advances shall be made. In addition to all of the above, it is intended that this conveyance shall secure, and it does secure any and all debts, obligations, or liabilities, direct or contingent, of the grantor herein, or either of them, to the beneficiary, whether now existing or hereafter arising at any time before actual cancellation of this instrument on the public records of mortgages and deeds of trust, whether the same be evidenced by note, open account, over-draft, endorsement, guaranty or otherwise.

Second. The grantor will at all times during the continuance of this deed of trust keep the buildings and improvements on said premises insured against loss or damage by fire, storm, war damage and other hazard in such reliable insurance company, or companies, as may be acceptable to the beneficiary, for the maximum amount of insurance obtainable, or in such amount as may be approved by beneficiary, and all policies covering the same shall contain the proper loss payable clause, making all losses, if any, payable to the beneficiary, his successors or assigns, and shall be delivered to the beneficiary herein, or to the owner or holder of the notes secured hereby as additional security. In case of loss and payment by any insurance company, the amount of insurance money so paid shall be applied either on the indebtedness secured hereby, or in rebuilding or restoring the damaged building, or buildings, or it may be released to the grantor, as the beneficiary may elect. In the event of loss the grantor shall immediately give notice by mail to the beneficiary who may make proof of loss if same be not promptly made by the grantor. Each insurance company involved is hereby authorized, empowered and directed to make payment for any loss directly to the beneficiary instead of to the grantor and the beneficiary jointly.

Third. The grantor will pay all taxes and assessments, general or special, which may be assessed against the said land, premises or property, or upon the interest of the trustee or the beneficiary therein, or upon this deed of trust, or the indebtedness secured hereby, without regard to any law heretofore enacted or that may hereafter be enacted imposing payment of the whole or any part thereof upon either the trustee or beneficiary, and further will furnish annually to the beneficiary certificates or receipts of the proper officer showing full payment of all such taxes and assessments.

Fourth. That the rents, issues and profits of all and every part of the property here conveyed are specifically pledged to the payment of the indebtedness hereby secured, and all obligations which may accrue under the terms of this instrument. Upon the maturity of the indebtedness hereby secured, either by lapse of time or by reason of any default as herein provided, or if at any time it becomes necessary to protect the lien of this conveyance, the beneficiary, or any owner, or holder of the notes secured hereby, shall have the right to forthwith enter into and upon the property hereinbefore described and take possession thereof, and collect and apply the rents, issues and profits thereon upon the indebtedness secured hereby, or may, if it is so desired, have a receiver appointed by any court of competent jurisdiction to collect and 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 Nov., 1975.

Ralph Kinney
RALPH KINNEY
Nell Kinney
NELL KINNEY

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 RALPH KINNEY and wife, NELL KINNEY, who severally acknowledged that they signed and delivered the above and foregoing deed of trust on the day and year therein mentioned.

Given under my hand and official seal, this the 25th day of November, 1975.
My Commission Expires April 9, 1979. *Edna E. Camp*
Notary Public



STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock no minutes A M. 28 day of November 1975, and that the same has been recorded in Book 193 Page 541 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 1 day of December 1975.

Fee \$ 5.00

H. G. Ferguson

612 B.R.

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST

Class C

STATE OF MISSISSIPPI, } ss.
DeSoto County.

KNOW ALL MEN BY THESE PRESENTS: That The Hernando Bank
of Hernando, Mississippi the beneficiary, does hereby certify that a certain trust deed
bearing date the 19th day of October, 1973, made and executed by Curtiss Jones and
Ervin Sanders of The Hernando Bank
the above named beneficiary, and recorded in the office of the Chancery Clerk of Tunica
County, in the State of Mississippi in Real Estate Trust Deed Record No. 87 on page 69
of the Record of Trust Deeds, on the 26th day of October, A. D. 1973, is now fully paid
and satisfied; and I do hereby authorize the Clerk of the Chancery Court of said Tunica
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 November, 1975.

THE HERNANDO BANK

by: A. S. Ballard, Jr., President

STATE OF MISSISSIPPI, } ss.
DeSoto County.

Personally came and appeared before me, the undersigned authority, Elois M. Barbee, Notary Public
in and for County and State aforesaid, A. S. Ballard, Jr., President who acknowledged that he signed and
delivered the above and foregoing instrument on the day and date for the purpose therein mentioned, as the act and deed
of said The Hernando Bank, after first being duly authorized and empowered to so do.

Given under my hand and seal of office this 24th day of November, A. D. 1975



Elois M. Barbee

LAWRENCE-GREENWOOD 87844

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock
no minutes A. M. 26 day of November 1975, and that the same has been
recorded in Book 193 Page 544 records of REAL ESTATE TRUST DEEDS
of said County.

Witness my hand and seal this the 1 day of December 1975.

Fees \$2.50 pd.

SEAL H. P. Ferguson CLERK

To HAVE AND TO HOLD the same unto the Trustee and unto his successors and assigns, forever.

IN TRUST, HOWEVER, to secure to the Beneficiary named above, the payment of a certain promissory note of even date herewith in the principal sum of Thirty-Two Thousand and No/100----- Dollars (\$ 32,000.00-), with interest from date at the rate of -----nine----- per centum (9.0 %) per annum on the balance remaining from time to time unpaid; principal and interest being payable at the office of Bankers Trust Savings and Loan Association----- in Jackson, Mississippi-----; or at such other place as the holder may designate, in writing delivered or mailed to the Grantor, in monthly installments of Two Hundred Fifty-Seven & 60/100 Dollars (\$ 257.60--*), commencing on the first day of -January----, 1976, 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 ---December-- ,MM 2005.

The Grantor, in order more fully to protect the security of this Deed of Trust, does hereby covenant and agree as follows:

1. He will pay all and singular the principal and interest and other sums of money payable by virtue of the note secured hereby and of this lien, at the times and in the manner in said note and hereinafter provided. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one hundred dollars (\$100.00), whichever is less. Prepayment in full shall be credited on the date received. Partial prepayment, other than on an installment due date, need not be credited until the next following installment due date or thirty days after such prepayment, whichever is earlier.

2. Together with and in addition to the monthly payments of principal and interest payable under the terms of the note secured hereby, he will pay to the Beneficiary as trustee (under the terms of this trust as herein stated), on the first day of each month until the note is fully paid:

- (a) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable to renew the policies of fire and other hazard insurance on the premises covered by this Deed of Trust, plus taxes and assessments next due on these premises (all as estimated by the Beneficiary, and of which Grantor is notified) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by the Beneficiary in trust to pay said ground rents, premiums, taxes, and special assessments.
- (b) The aggregate of the amounts payable pursuant to subparagraph (a) and those payable on the note secured hereby, shall be paid in a single payment each month, to be applied to the following items in the order stated:
 - (i) ground rents, if any, taxes, special assessments, fire and other hazard insurance premiums;
 - (ii) interest on the note secured hereby; and
 - (iii) amortization of the principal of said note.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Grantor prior to the due date of the next such payment, constitute an event of default under this Deed of Trust. At Beneficiary's option, Grantor will pay a "late charge" not exceeding four per centum (4%) of any installment when paid more than fifteen (15) days after the due date thereof to cover the extra expense involved in handling delinquent payments, but such "late charge" shall not be payable out of the proceeds of any sale made to satisfy the indebtedness secured hereby, unless such proceeds are sufficient to discharge the entire indebtedness and all proper costs and expenses secured thereby.

3. If the total of the payments made by the Grantor under (a) of paragraph 2 preceding shall exceed the amount of payments actually made by the Beneficiary as trustee for ground rents, taxes, or assessments, or insurance premiums, as the case may be, such excess shall be credited on subsequent payments to be made by the Grantor for such items or, at Beneficiary's option as trustee, shall be refunded to Grantor. If, however, such monthly payments shall not be sufficient to pay such items when the same shall become due and payable, then the Grantor shall pay to the Beneficiary as trustee any amount necessary to make up the deficiency. Such payments shall be made within thirty (30) days after written notice from the Beneficiary stating the amount of the deficiency, which notice may be given by mail. If at any time the Grantor shall tender to the Beneficiary, in accordance with the provisions thereof, the full payment of the entire indebtedness represented thereby, the Beneficiary shall as trustee, in computing the amount of such indebtedness, credit to the account of the Grantor any credit balance remaining under the provisions of (a) of paragraph 2 hereof. If there shall be a default under any of the provisions of this Deed of Trust resulting in a public sale of the premises covered hereby or if the Beneficiary acquires the property otherwise after default, the Beneficiary shall apply,

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.

Robert V. Albertine
Robert V. Albertine

Dorothy M. Albertine
Dorothy M. Albertine

STATE OF MISSISSIPPI,
COUNTY OF DESOTO

} 482

Personally appeared before me -----, the undersigned authority in and for said County, the within named ----- Robert V. Albertine----- and -----Dorothy M. Albertine-----, 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 -----18th-----day of --November-- , 1975.

James B. Spivey

My Commission Expires January 16, 1977



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 Nov. 1975, and that the same has been recorded in Book 193 Page 545 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 2 day of December 1975.

Fees \$ 5.00 pd.

SEAL *H. P. Ferguson* CLERK

MISSISSIPPI Notary Public
11/18/75 10:30 A.M.
of said County, giving conveyance in office on the 18th day of Nov. 1975
Clerk of Chancery
51215
8671

37230
02-23-70854

D-71321

RELEASE DEED

WHEREAS, by a certain trust deed dated the 24th day of May 1968 and recorded in Book 102 page 9 in the Register's Office of DeSoto County, Joseph C. Boucher and wife, Pamela T. Boucher

conveyed to Colonial Savings & Loan as Trustee, the real estate in said trust deed described, for the purpose of securing the payment of an indebtedness evidenced by notes fully described in said trust deed; and

WHEREAS, all of the notes described in and secured by said trust deed have been paid in full, and there is nothing due or owing on said indebtedness nor under the terms and provisions of said trust deed;

NOW, THEREFORE, in consideration of the premises the undersigned, Anchor Savings Bank, as the legal owner and holder of the notes secured by said trust deed, acknowledges full payment and satisfaction thereof, and hereby releases and discharges the lien of said trust deed, and to this end quit claim and convey unto the said

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, Frederick G. Hadad, covenants with the said Anchor Savings Bank that they are the legal owner and holder of the notes described in and secured by said trust deed, and that they have the lawful right to release and discharge the lien thereof.

IN WITNESS WHEREOF the said Frederick G. Hadad has 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 8th day of October 1975

Anchor Savings Bank
[Signature]
Frederick G. Hadad Vice Pres.

STATE OF New York
County of Kings

On this 8th day of October 1975, before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared

Frederick G. Hadad to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as Vice Pres. of said bank.

WITNESS my hand and Notarial Seal at office the day and year above written.

[Signature]
L. ELMORE ANDERSON NOTARY PUBLIC
Notary Public, State of New York
No. 30-0070085
My commission expires March 30, 1977

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 2 o'clock 30 minutes P. M. 6 day of Dec. 1975, and that the same has been recorded in Book 193 Page 549 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 2 day of December 1975.
Fees \$ 2.50 pd.

SEAL *[Signature]* CLERK

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To the Chancery Clerk of Desoto County, State of Mississippi.

YOU ARE HEREBY authorized and directed to satisfy and cancel of record in your office a certain trust deed executed by Otto Koehler and Rachael D. Koehler, his wife, for the use and benefit of John Hancock Mutual Life Insurance Company, ~~John Hancock Mutual Life Insurance Company~~ of Boston, Massachusetts, dated April 25 19 57, and recorded in Book 52, Page 282, of the records in your office.

The indebtedness secured by said trust deed was never assigned or transferred by this company and has been fully paid.

IN TESTIMONY WHEREOF, the said John Hancock Mutual Life Insurance Company has caused this instrument to be signed by Donald A. Morway, one of its Assistant Treasurers, and its corporate seal to be hereunto affixed this twentieth day of November, 1975.

JOHN HANCOCK MUTUAL LIFE INSURANCE COMPANY
By Donald A. Morway Assistant Treasurer *sh*

THE COMMONWEALTH OF MASSACHUSETTS }
COUNTY OF SUFFOLK }

This day personally appeared before me, Ethel M. Loberg, the undersigned, a duly commissioned, qualified and acting Notary Public within and for said Commonwealth, the above named Donald A. Morway, to me personally known to be an Assistant Treasurer of said John Hancock Mutual Life Insurance Company, and acknowledged that as such officer he signed, executed and delivered the foregoing instrument on the day and year therein mentioned as the voluntary act and deed of said company.

Given under my hand and seal this twentieth day of November, 1975

Ethel M. Loberg Notary Public

My commission expires May 14, 1982

At a meeting of the Board of Directors of John Hancock Mutual Life Insurance Company held January 14, 1974, a quorum being present, it was

VOTED: That the Chairman of the Board, the Vice Chairman, the President, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, any Treasury Officer, any Senior Investment Officer, any Investment Officer, any Senior Real Estate Investment Officer, any Real Estate Investment Officer, any Senior Mortgage Loan Officer, and any Mortgage Loan Officer, of the Company, or any one of them, are hereby authorized to execute and seal with the corporate seal, acknowledge, and deliver any and all instruments required in connection with any investment, sale, or loan authorized by the Committee of Finance.

I hereby certify that the above is a true copy of a vote passed January 14, 1974 by the Board of Directors of John Hancock Mutual Life Insurance Company; that the same still remains in full force, and that

Donald A. Morway is an Assistant Treasurer of the Company, this 20th day of November, 1975.

James H. Young Assistant Secretary
James H. Young

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 1 o'clock 30 minutes P. M. 1 day of Dec., 1975, and that the same has been recorded in Book 193 Page 560 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 2 day of Dec., 1975.
Fees \$ 2.50 pd. H. P. Johnson CLERK

Together with all the hereditaments and appurtenances thereunto appertaining, as far as they may now or hereafter, during the term of this deed of trust, belong to or be used in connection with the occupancy of any building on the said land, or that may be hereafter erected thereon, all heating and ventilating apparatus, gas, electric light and other fixtures, whether attached to said premises or detached therefrom.

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary herein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment of interest as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other covenant herein contained, then and in that event the entire principal sum secured hereby with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, or the owner or holder of said note or notes, be and become at once due and payable, and the trustee herein named, or his successor or successors, shall, at the request of the beneficiary, or at the request of any owner or holder of the note or notes secured hereby, sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid. Such sale shall be made by giving notice of the time, place and terms of sale as required by Section 336 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 notes 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 November 1975.

Henry M. Anderson
HENRY M. ANDERSON

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 HENRY M. ANDERSON, a single man, who severally acknowledged that he

signed and delivered the above and foregoing deed of trust on the day and year therein mentioned.

Given under my hand and official seal, this the 28th day of November, 1975.
My Commission Expires: May 6, 1978
Ernie McLenore Elder
Notary Public



STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 3 o'clock 30 minutes P. M. 1 day of Dec. 1975, and that the same has been recorded in Book 193 Page 551 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 2 day of December 1975.

Fees \$ 5.00 pd.

H. G. Ferguson

554

ASSIGNMENT OF DEED OF TRUST

STATE OF MISSISSIPPI
county of DeSoto

November 27, 1975

For value received, I, James P. Tipton, do hereby sell, transfer, assign and set over unto The Hernando Bank, Hernando, Mississippi, that certain Deed of Trust executed by James S. Fuller, to Richard J. Lee Trustee for the undersigned beneficiary, said Deed of Trust dated May 13, 1974, of record in Real Estate Trust Deed Book No. 175, page 185, 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 27th day of November, 1975.

James P. Tipton
James P. Tipton

STATE OF MISSISSIPPI
COUNTY OF DESOTO

This day personally appeared before me, the undersigned authority in and for said County and State, the within named James P. Tipton, who acknowledged that he signed and delivered the above and foregoing assignment of ~~XXXXXX~~ 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 27th day of November, 1975.

Elmer D. Bowers
Notary Public

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. 1 day of Dec. 1975, and that the same has been recorded in Book 193 Page 554 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 2 day of December 1975.

Fees \$ 2.50 pd.

SEAL *H. P. Ferguson*, CLERK

Paid, Satisfied and Canceled

This 6 day of July 1977

The Hernando Bank
By *[Signature]*

Attest

H. P. Ferguson
Clerk

By *M. Mense*

22-3-9
Partial Release of this Instrument Recorded in
Real Estate T 10 Book
No. 205 Page 119
Date 20 day of Oct. 19 76
A. D. Ferguson Clerk

555

CANCELLED BY AUTHORITY RECORDED IN
208 PAGE 301
THIS 9 DAY OF Feb 1977
A. D. Ferguson
CHANCERY CLERK

This Indenture, made by and between W. F. JENNE and wife, JONI C. JENNE

party of the first part; JOHN Q. MILLER, JR. party of the second part, as Trustee; and
COMMERCIAL AND INDUSTRIAL BANK OF MEMPHIS, MEMPHIS, TENNESSEE.

party of the third part, WITNESSETH:

That, for and in consideration of One Dollar cash in hand paid, the receipt of which is hereby acknowledged, and for the purpose of securing the payment of the indebtedness hereinafter described, the party of the first part does hereby convey and warrant unto the party of the second part, as Trustee, and his successors in trust, the following described real estate situated in the County of DeSoto and State of Mississippi, to-wit:

29.93 acres in the Northeast Quarter of Section 22, Township 3, Range 9 described as beginning at a cotton picker spindle in Oak Grove Road, at the point of beginning in the Northwest corner of the Northeast Quarter of said Section 22; thence South 01 degrees 43 minutes 49 seconds East 1,320 feet along the West line of said Quarter Section to an iron pin; thence South 89 degrees 54 minutes 22 seconds East 988.13 feet along the South line of the North Half of said Quarter Section to an iron pin; thence North 01 degrees 43 minutes 49 seconds West 1,320 feet to a P.K. Nail set in the North side of Oak Grove Road; thence North 89 degrees 54 minutes 22 seconds West 988.13 feet along the North line of said section to the point of beginning.

This conveyance is made in trust, however, to secure the payment of \$ 20,000.00, evidenced by the following promissory notes of even date herewith: one note in the principal amount of \$20,000.00, with interest payable monthly, executed by W. F. Jenne and Joni C. Jenne, payable to the order of Commercial and Industrial Bank of Memphis, Memphis, Tennessee, at its offices or such other place as the holder may designate in writing on or before twelve months from date.

and any further sums which the party of the third part, or any holder or holders of the notes hereby secured may advance to take care of taxes, insurance, or prior encumbrances on the above described real estate, or any part thereof.

The party of the first part agrees to keep all of the taxes and special assessments on the above described land paid, and if he fails 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 20th day of November, 1975

W. F. Jenne
W. F. Jenne
Joni C. Jenne
Joni C. Jenne

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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

W. F. JENNE and wife, JONI C. JENNE

who acknowledged that They signed and delivered the foregoing trust deed on the day and year therein mentioned as their voluntary act and deed.

Given under my hand and seal this the 21 day of November, 1975

My Commission expires: October 3, 1977

[Signature]
Notary Public.

11810

W. H. R.

Compliments of
MID-SOUTH TITLE COMPANY, INC.
12 SO. MAIN
MEMPHIS, TENNESSEE

TRUST DEED

FROM

TO

FOR THE USE OF

Trustee

STATE OF MISSISSIPPI
County of Desoto ss.

[Signature]
H. P. Ferguson

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 1 day of Dec. A.D. 1975

at 1:30 o'clock P. M., and has been this day

duly recorded in Trust Deed Record _____

Page _____

WITNESS my hand and official seal, this

day of _____ 19____

Clerk

TITLE INSURANCE is the only guaranteed protection against real estate title losses.

3.50 pd

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 1 o'clock 30 minutes P. M., 1 day of Dec. 1975, and that the same has been recorded in Book 193 Page 565 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 2 day of Dec. 1975.

Fees \$ 3.50 pd.

SEAL

[Signature]
H. P. Ferguson

CLERK

Assignment of this instrument Recorded in
Real Estate T 12 Book
No. 194 Page 241
This the 11 day of Dec 19 75
H. D. Ferguson Clerk

Assignment of this instrument Recorded in
Book
No. _____ Page _____
This the _____ day of _____ 19 _____
_____ Clerk

DEED OF TRUST

THIS DEED OF TRUST is made this 27th day of October, 19 75, among the Grantor, RODNEY H. SCOTT and wife, MARSHA F. SCOTT

C. B. HENLEY (herein "Borrower"),
and the Beneficiary, BAILEY MORTGAGE COMPANY (herein "Trustee"),
organized and existing under the laws of the state of Mississippi, a corporation
161 E. Amite, Jackson, Mississippi whose address is (herein "Lender").

Borrower, in consideration of the indebtedness herein recited and the trust herein created, irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the County of DeSoto, State of Mississippi:

Lot 63, in POINT REGENCY LAKE SIDE HOMES, as recorded in Plat Book 14, Pages 9 and 10 in the office of the Chancery Court Clerk of DeSoto County, Mississippi and being situated in Section 19, Township 1 South, Range 7 West in said Chancery Clerk's Office 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 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 seized of the estate hereby conveyed and has the right to grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any easements and restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

CANCELLED BY AUTHORITY, RECORDED IN BOOK
598 PAGE 229
THIS 30 DAY OF March 19 92
W. E. Davis Chancery Clerk

Assignment of this instrument Recorded in
Real Estate T 12 Book
No. 248 Page 99
This the 29 day of Aug 19 79
H. D. Ferguson Clerk

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any Future Advances secured by this Deed of Trust.

2. Funds for Taxes and Insurance. Subject to Lender's option under paragraphs 4 and 5 hereof, Borrower shall pay to Lender on the day monthly installments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments which may attain priority over this Deed of Trust, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender shall make no charge for so holding and applying the Funds or verifying and compiling said assessments and bills. Borrower and Lender may agree in writing at the time of execution of this Deed of Trust that interest on the Funds shall be paid to Borrower, and unless such agreement is made, Lender shall not be required to pay Borrower any interest on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Deed of Trust.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency within thirty days after notice from Lender to Borrower requesting payment thereof.

Upon payment in full of all sums secured by this Deed of Trust, Lender shall promptly refund to Borrower any Funds held by Lender.

If under paragraph 18 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Deed of Trust.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note and on Future Advances, if any, and then to the principal of the Note and to the principal of Future Advances, if any.

4. Charges; Liens. Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Deed of Trust, and ground rents, if any, at Lender's option in the manner provided under Paragraph 2 hereof or by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the event Borrower shall make payment directly, Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Deed of Trust; provided, that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall in good faith contest such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require; provided, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Deed of Trust.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid at Lender's option in the manner provided under paragraph 2 hereof or by Borrower making payment, when due, directly to the insurance carrier.

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender, and Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Deed of Trust is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Deed of Trust would be impaired, the insurance proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower or if Borrower fails to respond to Lender within 30 days after notice by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

If under paragraph 18 hereof the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof (to the extent of the sums secured by this Deed of Trust immediately prior to such sale or acquisition) resulting from damage to the Property prior to the sale or acquisition shall pass to Lender.

6. Preservation and Maintenance of Property; Leaseholds; Condominiums. Borrower shall keep the Property in good repair and shall not permit or commit waste, impairment, or deterioration of the Property and shall comply with the provisions of any lease, if this Deed of Trust is on a leasehold. If this Deed of Trust is on a condominium unit, Borrower shall perform all of Borrower's obligations under the declaration of condominium or master deed, the by-laws and regulations of the condominium project and constituent documents.

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs. Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, shall become additional indebtedness of Borrower secured by this Deed of Trust. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate stated in the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible by applicable law. Nothing contained in this paragraph 7 shall require Lender to incur any expense or do any act hereunder.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Deed of Trust such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Deed of Trust immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to Borrower.

If the Property is abandoned by Borrower or if after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days of the date of such notice, Lender is authorized to collect and apply the proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

10. Borrower Not Released. Extension of the time for payment or modification of amortization of the sums secured by this Deed of Trust granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Deed of Trust by reason of any demand made by the original Borrower and Borrower's successors in interest.

11. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any right or remedy hereunder. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Deed of Trust.

12. Remedies Cumulative. All remedies provided in this Deed of Trust are distinct and cumulative to any other right or remedy under this Deed of Trust or afforded by law or equity, and may be exercised concurrently, independently or successively.

13. Successors and Assigns Bound; Joint and Several Liability; Captions. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Deed of Trust are for convenience only and are not to be used to interpret or define the provisions hereof.

14. Notice. Any notice to Borrower provided for in this Deed of Trust shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address stated below, except for any notice required under paragraph 18 hereof to be given to Borrower in the manner prescribed by applicable law. Any notice provided for in this Deed of Trust shall be deemed to have been given to Borrower when given in the manner designated herein.

15. Uniform Deed of Trust; Governing Law; Severability. This form of deed of trust combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. This Deed of Trust shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Deed of Trust or the Note conflicts with applicable law, such conflicts shall not affect other provisions of this Deed of Trust or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Deed of Trust and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be furnished a conformed copy of this Deed of Trust at the time of execution or after recordation hereof.

17. Transfer of the Property; Assumption. If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Deed of Trust, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Lender may, at Lender's option, declare all the sums secured by this Deed of Trust to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale or transfer, Lender and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sums secured by this Deed of Trust shall be at such rate as Lender shall request. If Lender has waived the option to accelerate provided in this paragraph 17 and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Deed of Trust and the Note.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 14 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the

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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.

18. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Deed of Trust, Borrower shall have the right to have any proceedings begun by Lender to enforce this Deed of Trust discontinued at any time prior to sale of the Property pursuant to the power of sale contained in this Deed of Trust or at any time prior to entry of a judgment enforcing this Deed of Trust if: (a) Borrower pays Lender all sums which would be then due under this Deed of Trust, the Note and notes securing Future Advances, if any, had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Deed of Trust; (c) Borrower pays all reasonable expenses incurred by Lender and Trustee in enforcing the covenants and agreements of Borrower contained in this Deed of Trust and in enforcing Lender's and Trustee's remedies as provided in paragraph 18 hereof, including reasonable attorney's fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Deed of Trust, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Deed of Trust shall continue unimpaired. Upon such payment and cure by Borrower, this Deed of Trust and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

20. Assignment of Rents: Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 18 hereof or abandonment of the Property, Lender, in person, by agent or by judicially appointed receiver shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the Receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Deed of Trust. Lender and the receiver shall be liable to account only for those rents actually received.

21. Future Advances. Upon request of Borrower, Lender, at Lender's option prior to release of this Deed of Trust, may make Future Advances to Borrower. Such Future Advances, with interest thereon, shall be secured by this Deed of Trust when evidenced by promissory notes stating that said notes are secured hereby.

22. Release. Upon payment of all sums secured by this Deed of Trust, Lender or Trustee shall cancel this Deed of Trust without charge to Borrower. If Trustee is requested to cancel this Deed of Trust, all notes evidencing indebtedness secured by this Deed of Trust shall be surrendered to Trustee.

23. Substitute Trustee. Lender at Lender's option may from time to time remove Trustee and appoint a successor Trustee to any Trustee appointed hereunder by instrument recorded in the county in which this Deed of Trust is recorded. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon the Trustee herein and by applicable law.

IN WITNESS WHEREOF, Borrower has executed this Deed of Trust.

Rodney H. Scott
Rodney H. Scott —Borrower

Marsha F. Scott
Marsha F. Scott —Borrower

5671 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 Rodney H. Scott and wife, Marsha F. 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. 1975.

My Commission expires: 6-5-79

Lee V. Hamilton
Notary Public

STC 32816
sb

STATE OF MISSISSIPPI, DeSOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock and 30 minutes A. M. 1 day of Dec. 1975 and that the

STATE OF MISSISSIPPI, DeSOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock 30 minutes A. M. 1 day of Dec. 1975, and that the same has been recorded in Book 193 Page 557 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 2 day of Dec. 1975.

Fees \$ 5.50 pd.

SEAL H. P. Ferguson CLERK

11/15/75 memo. 58138

561

Assignment of this Instrument Recorded in
Real Estate TID Book
No. 201 Page 19
This the 10 day of June 19 76
H. D. Ferguson Clerk

Assignment
of this Instrument Recorded in
Real Estate TID Book
No. 194 Page 148
This the 8 day of Dec. 19 75
H. D. 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.

THIS DEED OF TRUST, made and entered into this 25th day of November, 1975, by and between

Frank L. Trusty and wife Lena J. Trusty
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 761 Amite Street, Jackson, Mississippi 39205, hereinafter called the Beneficiary;

WITNESSETH, That the Grantor, in consideration of the debt and trust hereinafter mentioned, and the sum of One Dollar (\$1.00) to the Grantor paid by the Trustee, the receipt whereof is hereby acknowledged, does by these presents grant, bargain, sell, convey, and warrant unto the Trustee, the following-described real estate, together with all buildings and improvements thereon (or that may hereafter be erected thereon); and the hereditaments and appurtenances and all other rights thereunto belonging, or in anywise now or hereafter appertaining, and the reversion and reversions, remainder or remainders, rents, issues, and profits thereof, and all rights of homestead, and all plumbing, heating, and lighting fixtures and equipment now or hereafter attached to or used in connection with said premises, situated in the County of DeSoto, State of Mississippi, to wit:

Lot 46 Section B, Holiday Hills Subdivision being situated in Section 34, Township 1 South, Range 6 West, DeSoto County, Mississippi as per plat for said subdivision, recorded in Plat Book 11, page 11 and 12, Chancery Clerk's office - DeSoto County, Mississippi, together with all carpeting located on improvements situated on the above described property, and it is the intention of the parties that these items are deemed part of the realty.

The funds derived from the indebtedness secured by this deed of trust have been entirely used to pay the seller all or a part of the purchase price of the property described above.

TO HAVE AND TO HOLD the same unto the Trustee and unto his successors and assigns, forever.

IN TRUST, HOWEVER, to secure to Bailey Mortgage Company, a corporation organized and existing under the laws of the State of Mississippi, the payment of a certain promissory note of even date herewith in the principal sum of Thirty-one Thousand, Nine Hundred, Fifty & No/100's ----- Dollars (\$ 31,950.00), with interest from date at the rate of Eight per centum (8 %) per annum on the balance remaining from time to time unpaid; principal and interest being payable at the office of Bailey Mortgage Company, in Jackson, Mississippi, or at such other place as the holder may designate, in writing, in monthly installments of Two Hundred, Thirty-Four and 51/100's ----- Dollars (\$ 234.51), 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:

- 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.
- That, together with and in addition to the monthly payments of principal and interest payable under the terms of the note secured hereby, he will pay to the Beneficiary on the first day of each month until the note is fully paid, the following sums:
 - (a) An amount sufficient to provide the holder hereof with funds to pay the next mortgage insurance premium if this instrument and the note secured hereby are insured, or a monthly charge (in lieu of a mortgage insurance premium) if they are held by the Secretary of Housing and Urban Development, as follows:
 - (I) If and so long as said note of even date and this instrument are insured or are reinsured under the provisions of the National Housing Act, an amount sufficient to accumulate in the hands of the holder one (1) month prior to its due date the annual mortgage insurance premium, in order to provide such holder with funds to pay such premium to the Secretary of Housing and Urban Development pursuant to the National Housing Act, as amended, and applicable Regulations thereunder; or
 - (II) If and so long as said note of even date and this instrument are held by the Secretary of Housing and Urban Development, a monthly charge (in lieu of a mortgage insurance premium) which shall be in an amount equal to one-twelfth (1/12) of one-half (1/2) per centum of the average outstanding balance due on the note computed without taking into account delinquencies or prepayments;

RECORDED IN BOOK
400 PAGE 604
11 DAY OF May 19 81
H. D. Ferguson
CHANCERY CLERK
DS-DC

re-recorded
Assignment of this Instrument Recorded in
Real Estate TID Book
No. 254 Page 600
This the 16 day of Jan. 19 80
H. D. Ferguson

Assignment of this Instrument Recorded in
Real Estate TID Book
No. 252 Page 63
This the 8 day of Nov 19 79
H. D. Ferguson Clerk

562

(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 aforesaid time from the date of this Deed of Trust, declining to insure said note and this Deed of Trust, being deemed conclusive proof of such ineligibility), the Beneficiary or the holder of the note may, at its option, declare all sums secured hereby immediately due and payable.

If the Grantor shall well and truly keep and perform all the covenants and agreements in this Deed of Trust, and in the note hereby secured, set forth, and well and truly pay off and discharge the said note and other indebtedness secured and intended to be secured hereby, then this conveyance shall be null and void, but otherwise shall remain in full force and effect and at the request of the Beneficiary, the said Trustee, or any successor appointed

in his stead, shall sell the premises covered hereby at public auction for cash to the highest and best bidder, during legal hours, at any front door of the county courthouse of DeSoto County, State of Mississippi, after giving notice, by advertising and posting as required by law, of the time, place, and terms of sale, and out of the proceeds arising from such sale, the said Trustee, or any successor, shall first pay all the costs and expenses of executing this Trust, including a reasonable compensation of said Trustee; next, said Trustee shall pay the balance of the indebtedness hereby secured then remaining unpaid; and lastly, any balance remaining in the hands of said Trustee shall be paid to the Grantor. The Beneficiary, or any subsequent holder of the note, or the duly authorized Attorney-in-Fact of either, is hereby authorized and empowered to appoint and substitute another Trustee in the place of the Trustee named herein, at any time, by writing, duly signed and acknowledged and recorded in the county or counties where the premises covered hereby are situate, and such appointee shall have full power as the Trustee herein, together with all the rights and privileges thereunto belonging. No one exercise of this power of appointment, power of sale, or any other power or right given in this Deed of Trust shall exhaust the right to exercise such power, but all rights and powers herein given may be exercised as often as may be necessary to achieve the perfect security and the collection of the indebtedness secured by this Deed of Trust until said indebtedness is fully paid and discharged. At any sale had by any Trustee hereunder, the Trustee may, from time to time, adjourn said sale to a later date without readvertising the sale by giving notice of the time and place of such continued sale at the time when and where the Trustee shall make such adjournment, and at any sale made to enforce the Trust herein given, the Beneficiary, or any person in interest, may become a purchaser, and upon payment of the purchase price, the Trustee shall execute a deed of conveyance, which conveyance shall vest full and perfect title in such purchaser upon payment of the purchase price.

The Grantor hereby assigns to the Beneficiary any and all rents on the premises covered hereby and authorizes the Beneficiary, by its agent, to take possession of said premises at any time there is any default in the payment of the debt hereby secured or in the performance of any obligation herein contained, and rent the same for the account of the Grantor, and to deduct from such rents all costs of collection and administration and to apply the remainder of the same on the debt hereby secured.

The Grantor further covenants and agrees that in case of a sale, as hereinabove provided, the Grantor or any person in possession under the Grantor, shall then become and be tenants holding over and shall forthwith deliver possession to the purchaser at such sale, or be summarily dispossessed in accordance with the provisions of law applicable to tenants holding over.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, the Grantor(s) have hereunto set their hand(s) the day and year herein first written above.

Frank L. Trusty
 Frank L. Trusty
Lena J. Trusty
 Lena J. Trusty

STATE OF MISSISSIPPI, }
 COUNTY OF DESOTO }

Personally appeared before me Debbie C. Pennington the undersigned authority in and for the said County, the within named Frank L. Trusty and Lena J. Trusty, his wife, who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and seal this 25th day of November, 1975

My Commission Expires: Sept 24, 1979

Debbie C. Pennington
 NOTARY PUBLIC

STATE OF MISSISSIPPI, }
 COUNTY OF Desoto }

I, H. P. Ferguson, Clerk of the Court of the Chancery of said County, do hereby certify that the foregoing conveyance was filed for registration in this office at 10:30 o'clock A. M., on the 1 day of Dec., 1975, and was recorded in Vol. 193, Record of Deeds, pages 561, on the 19 day of Dec., 1975.

STATE OF MISSISSIPPI, DESOTO COUNTY
 I certify that the within instrument was filed for record at 10 o'clock 30 minutes A. M., 1 day of Dec., 1975, and that the same has been recorded in Book 193 Page 561 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 2 day of Dec., 1975.

Fees \$ 5.00 pd.

SEAL *H. P. Ferguson* CLERK

564

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 2nd day of October 19 70, made and executed by M. L. Ballard and wife,
Evelyn K. Ballard 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. 121 on page 131
of the Record of Trust Deeds, on the 9th day of October, A. D. 19 70, is now fully paid
and satisfied; and I do hereby authorize the Clerk of the Chancery Court of said DeSoto
County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of
said County also as provided by law.

Bank of Mississippi, Olive Branch, Miss.
Leggy Mitchell

STATE OF MISSISSIPPI, }
DeSoto County. } ss.

Personally came and appeared before me, the undersigned authority A. Gregory Pollock
in and for County and State aforesaid, Leggy Mitchell who acknowledged that he signed and
delivered the above and foregoing instrument on the day and date for the purpose therein mentioned.

Given under my hand and seal of office this 26th day of November A. D. 19 75
A. Gregory Pollock, 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
30 minutes A. M. 1 day of Dec. 1975, and that the same has been
recorded in Book 193 Page 564 records of REAL ESTATE TRUST DEEDS
of said County.
Witness my hand and seal this the 2 day of Dec. 1975.
Fees \$ 2.50 pd.
SEAL H. P. Ferguson CLERK

565

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST

Class C

STATE OF MISSISSIPPI, } ss.
DeSoto County.

KNOW ALL MEN BY THESE PRESENTS: That Bank of Mississippi
of Olive Branch, Miss. the beneficiary, does hereby certify that a certain trust deed
bearing date the 12th day of May 19 75, made and executed by ATMAC Construction Co.
of Olive Branch, Miss. to Bank of Mississippi
the above named beneficiary, and recorded in the office of the Chancery Clerk of DeSoto
County, in the State of Mississippi in Land Trust Deed Record No. 185 on page 581
of the Record of Trust Deeds, on the 15th day of May A. D. 19 75, is now fully paid
and satisfied; and I do hereby authorize the Clerk of the Chancery Court of said DeSoto
County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of
said County also as provided by law.

Bank of Mississippi, Olive Branch, Miss.
Peggy Mitchell

STATE OF MISSISSIPPI, } ss.
DeSoto County.

Personally came and appeared before me, the undersigned authority A. Gregory Pullie
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 28th day of December A. D. 19 75



A. Gregory Pullie
My Comm. Expires Nov. 6, 1976

LAWRENCE-GREENWOOD 27844

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock
30 minutes A. M. 1 day of Dec. 1975, and that the same has been
recorded in Book 193 Page 565 records of REAL ESTATE TRUST DEEDS
of said County.

Witness my hand and seal this the 2 day of Dec. 1975.

Fees \$ 2.50 pd.

SEAL H. P. Ferguson CLERK

566

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST

Class C

STATE OF MISSISSIPPI, } ss.
DeSoto County.

KNOW ALL MEN BY THESE PRESENTS: That Bank of Mississippi
of Olive Branch, Miss. the beneficiary, does hereby certify that a certain trust deed
bearing date the 6th day of July 19 72, made and executed by James E. & Louise
Sullivan 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. 147 on page 138
of the Record of Trust Deeds, on the 28th 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.

Bank of Mississippi, Olive Branch, Miss.

Roggy Mitchell

STATE OF MISSISSIPPI, } ss.
DeSoto County.

Personally came and appeared before me, the undersigned authority A. M. Taylor, Public
in and for County and State aforesaid, Roggy Mitchell who acknowledged that he signed and
delivered the above and foregoing instrument on the day and date for the purpose therein mentioned.

Given under my hand and seal of office this 26th day of October, A. D. 19 75



A. M. Taylor, Public
My Comm. Expires Nov. 5, 1975

LAWRENCE-GREENWOOD 57844

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock
30 minutes A. M., 1 day of Dec. 1975, and that the same has been
recorded in Book 193 Page 566 records of REAL ESTATE TRUST DEEDS
of said County.

Witness my hand and seal this the 2 day of Dec. 1975.

Fees \$ 2.50 pd.

SEAL H. P. Ferguson, CLERK

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST

Class C

STATE OF MISSISSIPPI, } ss.
DeSoto County.

KNOW ALL MEN BY THESE PRESENTS: That Bank of Mississippi
of Olive Branch, Miss. the beneficiary, does hereby certify that a certain trust deed
bearing date the 19th day of Dec. 19 69, made and executed by Cleo And Henrietta
Williams of Byhalia, 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. 115 on page 165
of the Record of Trust Deeds, on the 30th day of January, A. D. 19 70, is now fully paid
and satisfied; and I do hereby authorize the Clerk of the Chancery Court of said DeSoto
County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of
said County also as provided by law.

Bank of Mississippi, Olive Branch, Miss.

Peggy Mitchell

STATE OF MISSISSIPPI, } ss.
DeSoto County.

Personally came and appeared before me, the undersigned authority A. Henry Palko
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 25th day of April, A. D. 19 75



A. Henry Palko
My Comm. Expires Nov. 5, 1976

LAWRENCE-GREENWOOD 37344

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock
30 minutes A. M. 1 day of Dec. 1975, and that the same has been
recorded in Book 193 Page 567 records of REAL ESTATE TRUST DEEDS
of said County.

Witness my hand and seal this the 2 day of Dec. 1975.

Fees \$ 2.50 pd.

SEAL H. P. Ferguson, CLERK

568

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST

Class C

STATE OF MISSISSIPPI, } ss.
DeSoto County.

KNOW ALL MEN BY THESE PRESENTS: That Bank of Mississippi
of Olive Branch, Miss. the beneficiary, does hereby certify that a certain trust deed
bearing date the 26th day of August 1970, made and executed by Cleo and Henrietta
Williams of Byhalia, 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. 121 on page 169
of the Record of Trust Deeds, on the 14th day of Oct. A. D. 1970, is now fully paid
and satisfied; and I do hereby authorize the Clerk of the Chancery Court of said DeSoto
County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of
said County also as provided by law.

Bank of Mississippi, Olive Branch, Mississippi

Peggy Mitchell

STATE OF MISSISSIPPI, } ss.
DeSoto County.

Personally came and appeared before me, the undersigned authority A Notary Public
in and for County and State aforesaid, Peggy Mitchell who acknowledged that he signed and
delivered the above and foregoing instrument on the day and date for the purpose therein mentioned.

Given under my hand and seal of office this 29th day of December A. D. 1975



Peggy Mitchell, Notary Public
My Comm. Expires Nov. 6, 1976

LAWRENCE-GREENWOOD 82844

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock
30 minutes A. M. 1 day of Dec. 1975, and that the same has been
recorded in Book 193 Page 568 records of REAL ESTATE TRUST DEEDS
of said County.

Witness my hand and seal this the 2 day of Dec. 1975.

Fees \$ 2.50 pd.

SEAL H. P. Ferguson CLERK

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST

Class C

STATE OF MISSISSIPPI, } ss.
DeSoto County.

KNOW ALL MEN BY THESE PRESENTS: That Bank of Mississippi
of Olive Branch, Miss. the beneficiary, does hereby certify that a certain trust deed
bearing date the 16th day of November 19 70, made and executed by Lon O. White and wife,
Donna G. White 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. 122 on page 250
of the Record of Trust Deeds, on the 20th day of Nov. A. D. 19 70, is now fully paid
and satisfied; and I do hereby authorize the Clerk of the Chancery Court of said DeSoto
County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of
said County also as provided by law.

Bank of Mississippi, Olive Branch, Miss.

Peggy Mitchell

STATE OF MISSISSIPPI, } ss.
DeSoto County.

Personally came and appeared before me, the undersigned authority A. Victory 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 November A. D. 19 75



A. Victory Public
My Comm. Expires Nov. 6, 1976

LAWRENCE-GREENWOOD 37844

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock
30 minutes A. M. 1 day of Dec. 1975, and that the same has been
recorded in Book 193 Page 569 records of REAL ESTATE TRUST DEEDS
of said County.

Witness my hand and seal this the 2 day of December 1975.

Fees \$ 2.50 pd.

SEAL *H. P. Ferguson* CLERK

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CANCELLED BY AUTHORITY, RECORDED IN BOOK

393 PAGE 483

THIS 9th DAY OF March 19 87

H. H. Ferguson
by D. Layton, D.C.

Mississippi Bankers Association
Form No. 1
(Revised Dec. 1966)
LAND

CANCELLED BY AUTHORITY, RECORDED IN BOOK

397 PAGE 314

THIS 14th DAY OF April 19 87

H. H. Ferguson
by D. Layton, D.C.

DEED OF TRUST LAND

THIS INDENTURE, this day made and entered into between Joe M. Ward and wife,
Cheryl Ward

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 and 96/100----- DOLLARS

(\$6,000.96) evidenced by one promissory note of even date herewith in favor of
as provided in said note
the beneficiary, bearing interest at the rate of ~~XXXXXXXXXX percentum per XXXXXXXXXXXXXXXXXX after~~
, providing for the payment of attorney's fees in case of default and being due

and payable as follows, to-wit: in 48 monthly installments of principal and interest,
with the first of said monthly installments due and payable on or before the tenth
(10th) day of January, 1976, and one of said monthly installments 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 Dol-
lars (\$10.00) cash in hand paid by the aforesaid trustee, the receipt of which is hereby acknowledged,
the grantor does hereby convey and warrant unto the said trustee, the property situated in the
Part of Town Lot 399, Town of Hernando, in Section 13, Township 3 South, Range 8 West,
DeSoto County, Mississippi
State of Mississippi, and more particularly described as follows, to-wit: Beginning at the southwest
corner of said Town Lot 399, said point being the intersection of the north right of
way of Northern Street and the east right of way of East Street; thence North 4 degrees
28 minutes 08 seconds West along said east right of way of East Street a distance of
253.12 feet to a point; thence North 83 degrees 53 minutes 07 seconds East a distance
of 131.41 feet to a point; thence South 3 degrees 57 minutes 28 seconds East a distance
of 256.48 feet to a point in the said north right of way of Northern Street; thence
South 85 degrees 20 minutes 25 seconds West along said north right of way a distance
of 129.07 feet to the point of beginning and containing 0.76 acres, more or less. All
bearings are magnetic.

Together with all the hereditaments and appurtenances thereunto appertaining, as far as they may now or hereafter, during the term of this deed of trust, belong to or be used in connection with the occupancy of any building on the said land, or that may be hereafter erected thereon, all heating and ventilating apparatus, gas, electric light and other fixtures, whether attached to said premises or detached therefrom.

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary herein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment of interest as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other covenant herein contained, then and in that event the entire principal sum secured hereby with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, or the owner or holder of said note or notes, be and become at once due and payable, and the trustee herein named, or his successor or successors, shall, at the request of the beneficiary, or at the request of any owner or holder of the note or notes secured hereby, sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid. Such sale shall be made by giving notice of the time, place and terms of sale as required by Section 533 of the Mississippi Code of 1942 and amendments if any thereto, and the trustee shall make deed to the purchaser or purchasers. Should the beneficiary, or the owner or holder of the note or notes secured hereby be a corporation, then in such event a declaration of default to the trustee, and a request for sale hereunder, may be made by any officer thereof. If the land covered hereby is situated in two or more counties, or in two judicial districts of the same county, the trustee may sell the whole in any of the counties, or in either of the judicial districts of a county in which any part of the land lies. Out of the proceeds of sale the trustee shall first pay the cost of advertising and making the sale; and secondly, he shall pay whatever items may have been incurred and remain unpaid in the protection of this security; then he shall pay such of the items of indebtedness secured hereby as may be outstanding in the order of their maturity, and any balance remaining in his hands shall be delivered to the grantor, or to his proper representatives, agents or assigns.

It is agreed and understood, by and between the parties hereto that this conveyance is executed and intended to be, and is hereby made subject to the following covenants, stipulations and conditions, all of which shall be binding upon the parties hereto and each of them.

First. In addition to the indebtedness specifically mentioned above, and any and all extensions or renewals of the same, or any part thereof, this conveyance shall also cover such future and additional advances as may be made to the grantor, or either of them, by the beneficiary, not to exceed the sum of \$125,000.00, the beneficiary to be the sole judge as to whether or not such future and additional advances shall be made. In addition to all of the above, it is intended that this conveyance shall secure, and it does secure any and all debts, obligations, or liabilities, direct or contingent, of the grantor herein, or either of them, to the beneficiary, whether now existing or hereafter arising at any time before actual cancellation of this instrument on the public records of mortgages and deeds of trust, whether the same be evidenced by note, open account, over-draft, endorsement, guaranty or otherwise.

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Second. The grantor will at all times during the continuance of this deed of trust keep the buildings and improvements on said premises insured against loss or damage by fire, storm, war damage, and other hazard in such reliable insurance company, or companies, as may be acceptable to the beneficiary, for the maximum amount of insurance obtainable, or in such amount as may be approved by beneficiary, and all policies covering the same shall contain the proper loss payable clause, making all losses, if any, payable to the beneficiary, his successors or assigns, and shall be delivered to the beneficiary herein, or to the owner or holder of the notes secured hereby as additional security. In case of loss and payment by any insurance company, the amount of insurance money so paid shall be applied either on the indebtedness secured hereby, or in rebuilding or restoring the damaged building, or buildings, or it may be released to the grantor, as the beneficiary may elect. In the event of loss the grantor shall immediately give notice by mail to the beneficiary who may make proof of loss if same be not promptly made by the grantor. Each insurance company involved is hereby authorized, empowered and directed to make payment for any loss directly to the beneficiary instead of to the grantor and the beneficiary jointly.

Third. The grantor will pay all taxes and assessments, general or special, which may be assessed against the said land, premises or property, or upon the interest of the trustee or the beneficiary therein, or upon this deed of trust, or the indebtedness secured hereby, without regard to any law heretofore enacted or that may hereafter be enacted imposing payment of the whole or any part thereof upon either the trustee or beneficiary, and further will furnish annually to the beneficiary certificates or receipts of the proper officer showing full payment of all such taxes and assessments.

Fourth. That the rents, issues and profits of all and every part of the property here conveyed are specifically pledged to the payment of the indebtedness hereby secured, and all obligations which may accrue under the terms of this instrument. Upon the maturity of the indebtedness hereby secured, either by lapse of time or by reason of any default as herein provided, or if at any time it becomes necessary to protect the lien of this conveyance, the beneficiary, or any owner, or holder of the notes secured hereby, shall have the right to forthwith enter into and upon the property hereinbefore described and take possession thereof, and collect and apply the rents, issues and profits thereon upon the indebtedness secured hereby, or may, if it is so desired, have a receiver appointed by any court of competent jurisdiction to collect and impound the said rents, issues and profits and after paying the expense of such receivership apply the balance thereof to the payment of any indebtedness secured hereby.

Fifth. The failure on the part of the grantor to keep and perform each, any, and all of the covenants and stipulations of this deed of trust, or the passage by the State of Mississippi of any law imposing payment of the whole or any portion of any of the taxes aforesaid upon the trustee or the beneficiary, or upon the rendering by any court of competent jurisdiction of a decision that the stipulation or provision herein covering the payment of taxes or assessments is legally inoperative, shall give to the beneficiary or to the owner or holder of the notes secured hereby the option to at once declare the entire principal sum hereby secured with all interest and charges thereon, and all other amounts secured hereby at once due and demandable and to have the property advertised and sold by the trustee herein named, or his successor or successors, in accordance with the provisions of this conveyance hereinbefore set out. But in case such default consists in the failure to keep the said property insured or to pay the taxes herein required, the beneficiary, or the owner or holder of the said secured notes, may procure said insurance and pay said taxes and assessments, or redeem the property from tax sale if it has been sold; and any and all sums paid in procuring said insurance or in paying said taxes or assessments or in redeeming said property from tax sale, together with interest thereon at the rate herein stipulated from the date the same shall have been paid, shall be covered by this conveyance and shall be due and demandable on the date of the maturity of the interest installment which may become due under the terms of this instrument next after such additional items of expense are made or incurred. In case the beneficiary or the owner or holder of said secured notes elects to advance insurance premium and/or taxes, the receipt of an agent of the insurance company or companies in which said insurance is placed shall, with respect to such insurance premiums, be conclusive evidence as between the parties to this conveyance of the amount and fact of payment thereof; and the receipt of the proper public official, shall with respect to the taxes and assessments, aforesaid, be conclusive as between the parties to this conveyance of the amount and validity of said taxes or assessments and of the fact of the payment thereof.

Sixth. The beneficiary, or any owner or holder of the note secured hereby, may at pleasure, without giving formal notice to the original or any successor trustee, or to the grantor herein, and without regard to the willingness or inability of any such trustee to act, or to execute this trust, appoint another person or succession of persons to act as trustee herein, and such appointee or substitute shall have all the powers in the execution of this trust as are vested in the trustee herein named. If the beneficiary, or the owner or holder of the note secured hereby, be a corporation, such appointment may be made by its president, vice-president, assistant vice-president, secretary or treasurer.

Seventh. In case of foreclosure and sale of the property covered hereby, the beneficiary, or any owner or holder of the notes secured hereby, shall have the same right to purchase at said sale as if a stranger to this instrument.

Eighth. Grantor covenants that the premises and property covered hereby will at all times be used in a good and husbandlike manner, for lawful purposes only, and that waste will not be committed or suffered to be committed thereon.

Ninth. Whenever in this deed of trust the context so requires, the singular number shall include the plural, and the plural the singular; holder of the note or notes shall be deemed to refer to and include the owner of the debt, and the word beneficiary shall at any and all times include and mean the then holder of the note or notes secured hereby.

IN TESTIMONY WHEREOF, witness the signature of the grantor this the 25th day of November 1975

Joe M. Ward
Joe M. Ward

Cheryl Ward
Cheryl Ward

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

Joe M. Ward and Cheryl 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 25th day of November 1975

My Commission Expires: My Commission Expires Jan. 7, 1978

Edwin M. Tucker
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. 1 day of Dec. 1975, and that the same has been recorded in Book 193 Page 570 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 2 day of Dec. 1975.

Fees \$ 5.00 pd.

SEAL *H. P. Ferguson* CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK
215 193 PAGE 573 306

WIS 7th DAY OF Sept. 1977

H. H. Ferguson
CHANCERY CLERK by D.S.

CORRECTION

DEED OF TRUST

THIS DEED OF TRUST is made this 12 day of September, 1975, among the Grantor, Fairhaven Builders, Inc.

Donn A. Southern (herein "Borrower"),
(herein "Trustee"),
and the Beneficiary, Guaranty Trust Savings & Loan Association, a corporation organized and existing under the laws of Tennessee, whose address is 5100 Poplar, Memphis, TN 38137 (herein "Lender").

Borrower, in consideration of the indebtedness herein recited and the trust herein created, irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the County of DeSoto, State of Mississippi:

Lot 9, Holiday Hills Subdivision, Section B, situated in Section 34, Township 1, Range 6 West, Town of Olive Branch, DeSoto County Mississippi as per plat recorded in Plat Book 11, page 11 Chancery Clerk's office, DeSoto County, Mississippi

This is a construction loan and should the improvements be left in an incomplete condition at the time when the contract according to its terms is to be completed or if completed, subject to any unpaid bills for labor or material, such condition shall constitute an event of default and the entire accrued indebtedness shall in that event become accelerated and matured for the purpose of foreclosure at the option of the holder who shall not be required to give any notice other than the advertisement for foreclosure provided herein.

This is a corrected Deed of Trust the purpose of which is to correct the amount of the original Deed of Trust

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 \$29,700.00 Dollars, with interest thereon, providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on March 12, 1976; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Deed of Trust; and the performance of the covenants and agreements of Borrower herein contained; and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances").

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any easements and restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

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UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any Future Advances secured by this Deed of Trust.

2. Funds for Taxes and Insurance. Subject to Lender's option under paragraphs 4 and 5 hereof, Borrower shall pay to Lender on the day monthly installments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments which may attain priority over this Deed of Trust, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender shall make no charge for so holding and applying the Funds or verifying and compiling said assessments and bills. Borrower and Lender may agree in writing at the time of execution of this Deed of Trust that interest on the Funds shall be paid to Borrower, and unless such agreement is made, Lender shall not be required to pay Borrower any interest on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Deed of Trust.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency within thirty days after notice from Lender to Borrower requesting payment thereof.

Upon payment in full of all sums secured by this Deed of Trust, Lender shall promptly refund to Borrower any Funds held by Lender.

If under paragraph 18 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Deed of Trust.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note and on Future Advances, if any, and then to the principal of the Note and to the principal of Future Advances, if any.

4. Charges; Liens. Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Deed of Trust, and ground rents, if any, at Lender's option in the manner provided under Paragraph 2 hereof or by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the event Borrower shall make payment directly, Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Deed of Trust; provided, that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall in good faith contest such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require; provided, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Deed of Trust.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid at Lender's option in the manner provided under paragraph 2 hereof or by Borrower making payment, when due, directly to the insurance carrier.

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender, and Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Deed of Trust is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Deed of Trust would be impaired, the insurance proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower or if Borrower fails to respond to Lender within 30 days after notice by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

If under paragraph 18 hereof the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof (to the extent of the sums secured by this Deed of Trust immediately prior to such sale or acquisition) resulting from damage to the Property prior to the sale or acquisition shall pass to Lender.

6. Preservation and Maintenance of Property; Leaseholds; Condominiums. Borrower shall keep the Property in good repair and shall not permit or commit waste, impairment, or deterioration of the Property and shall comply with the provisions of any lease, if this Deed of Trust is on a leasehold. If this Deed of Trust is on a condominium unit, Borrower shall perform all of Borrower's obligations under the declaration of condominium or master deed, the by-laws and regulations of the condominium project and constituent documents.

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs. Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, shall become additional indebtedness of Borrower secured by this Deed of Trust. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate stated in the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible by applicable law. Nothing contained in this paragraph 7 shall require Lender to incur any expense or do any act hereunder.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Deed of Trust such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Deed of Trust immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to Borrower.

If the Property is abandoned by Borrower or if after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days of the date of such notice, Lender is authorized to collect and apply the proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

10. Borrower Not Released. Extension of the time for payment or modification of amortization of the sums secured by this Deed of Trust granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Deed of Trust by reason of any demand made by the original Borrower and Borrower's successors in interest.

11. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any right or remedy hereunder. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Deed of Trust.

12. Remedies Cumulative. All remedies provided in this Deed of Trust are distinct and cumulative to any other right or remedy under this Deed of Trust or afforded by law or equity, and may be exercised concurrently, independently or successively.

13. Successors and Assigns Bound; Joint and Several Liability; Captions. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Deed of Trust are for convenience only and are not to be used to interpret or define the provisions hereof.

14. Notice. Any notice to Borrower provided for in this Deed of Trust shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address stated below, except for any notice required under paragraph 18 hereof to be given to Borrower in the manner prescribed by applicable law. Any notice provided for in this Deed of Trust shall be deemed to have been given to Borrower when given in the manner designated herein.

15. Uniform Deed of Trust; Governing Law; Severability. This form of deed of trust combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. This Deed of Trust shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Deed of Trust or the Note conflicts with applicable law, such conflicts shall not affect other provisions of this Deed of Trust or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Deed of Trust and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be furnished a conformed copy of this Deed of Trust at the time of execution or after recordation hereof.

17. Transfer of the Property; Assumption. If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Deed of Trust, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Lender may, at Lender's option, declare all the sums secured by this Deed of Trust to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale or transfer, Lender and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sums secured by this Deed of Trust shall be at such rate as Lender shall request. If Lender has waived the option to accelerate provided in this paragraph 17 and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Deed of Trust and the Note.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 14 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the

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expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 18 hereof.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

18. Acceleration; Remedies. Except as provided in paragraph 17 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Deed of Trust, including the covenants to pay when due any sums secured by this Deed of Trust, Lender prior to acceleration shall mail notice to Borrower as provided in paragraph 14 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Deed of Trust and sale of the Property. If the breach is not cured on or before the date specified in the notice, Lender at Lender's option may declare all of the sums secured by this Deed of Trust to be immediately due and payable without further demand, and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable attorney's fees.

If Lender invokes the power of sale, Lender shall send to Borrower, in the manner provided in paragraph 14 hereof, notice of Lender's election to sell the Property. Trustee shall give notice of sale by public advertisement for the time and in the manner prescribed by applicable law. Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder for cash at such time and place in Desoto County as Trustee designates in the notice of sale in one or more parcels and in such order as Trustee may determine. Lender or Lender's designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property so sold without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all costs and expenses of the sale, including, but not limited to, reasonable Trustee's and attorney's fees and costs of title evidence; (b) to all sums secured by this Deed of Trust; and (c) the excess, if any, to the person or persons legally entitled thereto.

19. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Deed of Trust, Borrower shall have the right to have any proceedings begun by Lender to enforce this Deed of Trust discontinued at any time prior to sale of the Property pursuant to the power of sale contained in this Deed of Trust or at any time prior to entry of a judgment enforcing this Deed of Trust if: (a) Borrower pays Lender all sums which would be then due under this Deed of Trust, the Note and notes securing Future Advances, if any, had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Deed of Trust; (c) Borrower pays all reasonable expenses incurred by Lender and Trustee in enforcing the covenants and agreements of Borrower contained in this Deed of Trust and in enforcing Lender's and Trustee's remedies as provided in paragraph 18 hereof, including reasonable attorney's fees; and (d) Borrower takes such action as Lender may reasonable require to assure that the lien of this Deed of Trust, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Deed of Trust shall continue unimpaired. Upon such payment and cure by Borrower, this Deed of Trust and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

20. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 18 hereof or abandonment of the Property, Lender, in person, by agent or by judicially appointed receiver shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the Receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Deed of Trust. Lender and the receiver shall be liable to account only for those rents actually received.

21. Future Advances. Upon request of Borrower, Lender, at Lender's option prior to release of this Deed of Trust, may make Future Advances to Borrower. Such Future Advances, with interest thereon, shall be secured by this Deed of Trust when evidenced by promissory notes stating that said notes are secured hereby.

22. Release. Upon payment of all sums secured by this Deed of Trust, Lender or Trustee shall cancel this Deed of Trust without charge to Borrower. If Trustee is requested to cancel this Deed of Trust, all notes evidencing indebtedness secured by this Deed of Trust shall be surrendered to Trustee.

23. Substitute Trustee. Lender at Lender's option may from time to time remove Trustee and appoint a successor Trustee to any Trustee appointed hereunder by instrument recorded in the county in which this Deed of Trust is recorded. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon the Trustee herein and by applicable law.

IN WITNESS WHEREOF, Borrower has executed this Deed of Trust.

FAIRHAVEN BUILDERS, INC.

—Borrower

By: Jessie McCallum
President

—Borrower

Property Address

STATE OF MISSISSIPPI, COUNTY SS:

Personally appeared before me, the undersigned authority in and for said County and State, the within named _____ who acknowledged that he signed and delivered the foregoing instrument on the day and year therein mentioned. Given under my hand and seal of office, on this the _____ day of _____, A.D., 19____.

My Commission expires:

Notary Public

STATE OF MISSISSIPPI
COUNTY OF DESOTO

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named Jessie McCallum who severally acknowledged that he is President of Fairhaven Builders, Inc., a corporation, and that for and on behalf of said corporation and as its act and deed, he signed, sealed and delivered the above and foregoing instrument of writing on the day and in the year therein mentioned, he having first been duly authorized so to do.

GIVEN under my hand and official seal of office, this the 2nd day of September, 1975.

[Signature]
NOTARY PUBLIC

My Commission Expires:

5-4-77

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 30 minutes A. M. 1 day of Dec. 1975, and that the same has been recorded in Book 193 Page 573 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 2 day of Dec. 1975.

Fees \$ 5.00 pd.

SEAL [Signature] CLERK

H. G. Ferguson

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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 26th day of November, 19 75, by and between

PHILLIP R. MANSELL and wife, LINDA L. MANSELL

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, 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 ADDENDUM "A" ATTACHED HERETO AND MADE A PART HEREOF.

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

and existing under the laws of the State of Mississippi, 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 NINETEEN THOUSAND AND NO/100 Dollars (\$ 19,000.00) 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 FIFTY TWO AND 95/100 Dollars (\$ 152.95) commencing on the first day of January, 1976, 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 (1/2) per centum of the average outstanding balance due on the note computed without taking into account delinquencies or prepayments;

CANCELLED BY AUTHORITY, RECORDED IN BOOK

444 PAGE 576

THIS 5 DAY OF August 19 88

W. E. Davis by K. Cole P.C.
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 (\$) 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 De Soto 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.

Phillip R. Mansell
Phillip R. Mansell

Linda L. Mansell
Linda L. Mansell

STATE OF MISSISSIPPI, }
COUNTY OF DeSOTO }

Personally appeared before me, the undersigned authority in and for the said County, the within named PHILLIP R. MANSELL and LINDA L. MANSELL, 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 November 1975.

Belle M. Brownell
Notary Public

STATE OF MISSISSIPPI }
COUNTY OF } My commission expires: 1m
My Commission Expires Feb. 19, 1976

I, Clerk of the Court of the Chancery of said County, do hereby certify that the foregoing conveyance was filed for registration in this office at o'clock M., on the day of 19, and was recorded in Vol. Record of Deeds, pages, on the day of 19.

Clerk of the Court of Chancery

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ADDENDUM "A"

Lot 923, 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, through 15 in the office of the Chancery Clerk of Desoto County, Mississippi, being more particularly described as follows:

BEGINNING at a point in the west line of Normandy Drive at the northeast corner of Lot 922 of said subdivision 195.8 feet north of the northerly curb line of Ashbriar Drive, produced; thence north along the west line of Normandy Drive 65 feet to a point at the southeast corner of Lot 924 of said subdivision; thence west 123.5 feet to a point at the southwest corner of said lot 924; thence south 65 feet to a point at the Northwest corner of said lot 922; thence east 123.5 feet to the point of beginning.

Said conveyance is made subject to all covenants, easements, restrictions, reservations, conditions and rights appearing of record and subject to any state of facts which an accurate survey would show.

The funds derived from the indebtedness secured by this Deed of Trust have been entirely used to pay the seller all or a part of the purchase price of the property described above.

Signed for identification

Phillip R. Mansell
Phillip R. Mansell

Linda L. Mansell
Linda L. Mansell

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock no minutes A M. 1 day of December 1975, and that the same has been recorded in Book 193 Page 577 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 2 day of December 1975.

Fee \$ 5.00 pd.

SEAL H. P. Ferguson CLERK

~~THIS INSTRUMENT RECORDED IN BOOK DAY OF CHANCERY CLERK~~

Assignment of this Instrument Recorded in Real Estate T/D Book No. 284 Page 675 This the 23 day of June 19 82 H. S. Ferguson

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 24th day of November, 1975, by and between

JERRY C. MAYFIELD AND WIFE, VIRGINIA T. MAYFIELD

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, Jackson, Mississippi, hereinafter called the Beneficiary;

CANCELLED BY AUTHORITY RECORDED IN BOOK 1620 PAGE 702 Dec 20 82 W.E. Davis CHANCERY CLERK by P. Stanley DC

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

Just Comm. Mtg. Co. ASSIGNMENT OF THIS INSTRUMENT RECORDED IN Real Estate T/D BOOK NO. 851 PAGE 643 THIS THE 27 DAY OF Aug, 19 96 W.E. Davis CHANCERY CLERK by C. Cleveland

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

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 FIVE HUNDRED AND NO/100 Dollars (\$17,500.00) 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 Kimbrough Investment Company, 5060 North State

in Jackson, Mississippi or at such other place as the holder may designate, in writing, in monthly installments of ONE HUNDRED FORTY AND 88/100 Dollars (\$140.88), commencing on the first day of January, 1976, 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 (1/2) per centum of the average outstanding balance due on the note computed without taking into account delinquencies or prepayments;

First Trust Bank ASSIGNMENT OF THIS INSTRUMENT RECORDED IN Real Estate T/D BOOK NO. 1237 PAGE 211 THIS THE 10th DAY OF Aug, 2000 W.E. Davis CHANCERY CLERK by P. Stanley DC

Bailey Mtg. Co. ASSIGNMENT OF THIS INSTRUMENT RECORDED IN Real Estate T/D BOOK NO. 749 PAGE 609 THIS THE 28 DAY OF Feb, 19 95 W.E. Davis CHANCERY CLERK by M. Saffor 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 those premises (all as estimated by the Beneficiary) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by the Beneficiary in trust to pay said ground rents, premiums, taxes, and special assessments; and

(c) All payments mentioned in the two preceding subsections of this paragraph and all payments to be made under the note secured hereby shall be added together, and the aggregate amount thereof shall be paid by the Grantor each month in a single payment to be applied by the Beneficiary to the following items in the order set forth:

- (I) premium charges under the contract of insurance with the Secretary of Housing and Urban Development, or monthly charge (in lieu of mortgage insurance premium), as the case may be;
- (II) ground rents, if any, taxes, special assessments, fire and other hazard insurance premiums;
- (III) interest on the note secured hereby; and
- (IV) amortization of the principal of said note.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Grantor prior to the due date of the next such payment, constitute an event of default under this Deed of Trust. The Beneficiary may collect a "late charge" not to exceed two cents (2c) for each dollar (\$1) of each payment more than fifteen (15) days in arrears to cover the extra expense involved in handling delinquent payments.

3. If the total of the payments made by the Grantor under (b) of paragraph 2 preceding shall exceed the amount of the payments actually made by the Beneficiary for ground rents, taxes, or assessments, or insurance premiums, as the case may be, such excess at the option of the Beneficiary, shall be credited on subsequent payments to be made by the Grantor, or refunded to the Grantor. If, however, the monthly payments made by the Grantor under (b) of paragraph 2 preceding shall not be sufficient to pay ground rents, taxes and assessments, and insurance premiums, as the case may be, when the same shall become due and payable, then the Grantor shall pay to the Beneficiary any amount necessary to make up the deficiency, on or before the date when payment of such ground rents, taxes, assessments, or insurance premiums shall be due. If at any time the Grantor shall tender to the Beneficiary, in accordance with the provisions thereof, the full payment of the entire indebtedness represented thereby, the Beneficiary shall, in computing the amount of such indebtedness, credit to the account of the Grantor all payments made under the provisions of (a) of paragraph 2 hereof which the Beneficiary has not become obligated to pay to the Secretary of Housing and Urban Development, and any balance remaining in the funds accumulated under the provisions of (b) of paragraph 2 hereof. If there shall be a default under any of the provisions of this Deed of Trust resulting in a public sale of the premises covered hereby or if the Beneficiary acquires the property otherwise after default, the Beneficiary shall apply, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under (b) of paragraph 2 preceding, as a credit against the amount of principal then remaining unpaid under the note secured hereby, and shall properly adjust any payments which shall have been made under (a) of paragraph 2.

4. That he will pay all and singular the costs, charges, and expenses including a 10% attorney's fee, reasonably incurred or paid at any time by the Beneficiary, because of the failure on the part of the Grantor to perform, comply with, and abide by each and every the stipulations, agreements, conditions, and covenants of the note secured hereby and of this Deed of Trust, or either, and every such payment shall bear interest from date at the rate set forth in the note secured hereby, shall be payable on demand, and shall be fully secured by this Deed of Trust.

5. That he will not commit, permit, or suffer waste, impairment, or deterioration of said property or any part thereof, and in the event of the failure of the Grantor to keep the buildings on said premises and those to be erected on said premises, or improvements thereon, in good repair, the Beneficiary may make such repairs as in its discretion it may deem necessary for the proper preservation thereof, and the sums so paid shall bear interest from date at the rate set forth in the note secured hereby, shall be payable on demand, and shall be fully secured by this Deed of Trust.

6. That he will keep the improvements now existing or hereafter erected on the said premises, insured as may be required from time to time by the Beneficiary against loss by fire and other hazards, casualties, and contingencies, including war damage, in such amounts and for such periods as may be required by the Beneficiary and will pay promptly, when due, any premiums on such insurance provision for payment of which has not been made hereinbefore. All insurance shall be carried in companies approved by the Beneficiary and the policies and renewals thereof shall be held by the Beneficiary and have attached thereto loss payable clauses in favor of and in form acceptable to the Beneficiary. In event of loss the Grantor will give immediate notice by mail to the Beneficiary, who may make proof of loss if not made promptly by the Grantor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Beneficiary instead of to the Grantor and the Beneficiary jointly, and the insurance proceeds, or any part thereof, may be applied by the Beneficiary at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this Deed of Trust or other transfer of title to the said premises in extinguishment of the indebtedness secured hereby, all right, title, and interest of the Grantor in and to any insurance policies then in force shall pass to the purchaser or grantee.

7. That he will pay all taxes, assessments, water rates, and other governmental or municipal charges, fines, or impositions, for which provision has not been made hereinbefore, and shall promptly deliver the official receipts therefor to the Beneficiary; and in default of such payment by the Grantor, the Beneficiary may pay the same, and any amount so paid by the Beneficiary shall then be added to the principal debt named herein and shall be secured hereby.

8. That if the premises, or any part thereof, be condemned under any power of eminent domain, or acquired for a public use, the damages, proceeds, and the consideration for such acquisition, to the extent of the full amount of indebtedness upon this Deed of Trust, and the note secured hereby remaining unpaid, are hereby assigned by the Grantor to the Beneficiary and shall be paid forthwith to the Beneficiary to be applied by it on account of the indebtedness secured hereby, whether due or not.

9. The Grantor further agrees that should this Deed of Trust and the note secured hereby not be eligible for insurance under the National Housing Act within sixty days from the date hereof (written statement of any officer of the Department of Housing and Urban Development or authorized agent of the Secretary of Housing and Urban Development dated subsequent to the sixty 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 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.

Jerry C. Mayfield
 JERRY C. MAYFIELD

Virginia T. Mayfield
 VIRGINIA T. MAYFIELD

STATE OF MISSISSIPPI, }
 COUNTY OF DESOTO }

Personally appeared before me, the undersigned authority, in and for the said County, the within named JERRY C. MAYFIELD and VIRGINIA T. MAYFIELD, 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 November 1975

Bobby M. Snow
 Notary Public

STATE OF MISSISSIPPI }
 COUNTY OF De Soto }

My Commission Expires: Feb. 19, 1981

I, W. B. 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 3:15 o'clock P. M., on the 25 day of November 1975, and was recorded in Vol. , Record of Deeds, pages , on the 19 day of 19 .

 Clerk of the Court of Chancery

5.0000 A.H.

EXHIBIT "A"

Lot 356, Section "A", DeSoto Village Subdivision, in Section 34, Township 1 South, Range 8 West, as shown on survey of record in Plat Book 7, Pages 9 through 14, in the office of the Chancery Clerk of DeSoto County, Mississippi and being more particularly described as follows:

BEGINNING at a point in the southwesterly line of Camelot Road at the eastern-most corner of lot 355 of said Subdivision 575 feet south-eastwardly from the southeasterly curb of Hermitage Road, produced; thence southeastwardly along the southwesterly line of Camelot Road 65 feet to a point; thence southwestwardly 130 feet to a point at the eastern-most corner of lot 327 of said subdivision; thence north-westwardly 85.77 feet to a point at the southern-most corner of said lot 355; thence northeastwardly 130 feet to the point of beginning.

Said conveyance is made subject to all covenants, easements, restrictions, reservations, conditions and rights appearing of record and subject to any state of facts which an accurate survey would show.

The funds derived from the indebtedness secured by this Deed of Trust have been entirely used to pay the seller all or a part of the purchase price of the property described above.

Signed for identification:

Jerry G. Mayfield
JERRY G. MAYFIELD

Virginia T. Mayfield
VIRGINIA T. MAYFIELD

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 3 o'clock 15 minutes P M. 25 day of November 1975, and that the same has been recorded in Book 193 Page 581 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 2 day of December 1975.

Fees \$ 5.00 pd.

SEAL H. P. Ferguson, CLERK

Full Cancellation

Partial Release of this Instrument Recorded in Real Estate T10 Book 225 Page 331
 Partial Release of this Instrument Recorded in Real Estate T10 Book 225 Page 334
 This the 17 day of May 1978 This the 17 day of May 1978
J. H. Ferguson Clerk *J. H. Ferguson*

Recording Requested By:

When recorded mail to
 Wells Fargo Realty Advisors
 P.O. Box 30015, Terminal Annex
 Los Angeles, California 90030

INDENTURE OF MORTGAGE AND
 DEED OF TRUST

THIS "INDENTURE", dated as of the 22nd day of July, 1975, between CORPORATION R, INC., a Delaware corporation having an office at 2550 Walnut Hill Lane, Redman Plaza East, Dallas, Texas 75229 (hereinafter sometimes referred to as "Mortgagor" or "CRI"), and Robert Lee, c/o Wells Fargo Realty Advisors, 330 Washington Street, Marina Del Rey, California 90291 (the "Trustee").

W I T N E S S E T H:

Whereas, under date of March 28, 1974, a credit agreement (herein referred to, as amended, as the "Credit Agreement") was entered into among CRI, Redman Mobile Homes, Inc., a Delaware corporation ("RMH"), Redman Properties, Inc., a Delaware corporation ("RPI"), Redman Development Corporation, a Kansas corporation ("RDC"), Redman Building Products, Inc., a Delaware corporation ("RBP"), and Redman Industries, Inc., a Delaware corporation ("RII"), as "Debtors", and the Chase Manhattan Bank, N. A., a national banking association ("CMB"), Texas Bank & Trust Company of Dallas, a Texas bank ("TBT"), Bank of America National Trust and Savings Association ("B of A"), First City National Bank of Houston ("FCNB") and Massachusetts Mutual Life Insurance Company ("MMLIC") (CMB, TBT, B of A, FCNB and MMLIC being sometimes hereinafter referred to as "Lenders"), and the Chase Manhattan Bank, N. A., as agent for the Lenders, said agreement being amended by First Amendment Agreement dated March 26, 1975, among said Debtors and Lenders; and,

WHEREAS, pursuant to said Credit Agreement and in connection therewith, RII, RMH, RPI, RDC, RBP, CRI, American Tradition Parks, Ltd., a California corporation ("ATP"), B & B Investments, Inc.,

a Kansas corporation ("B & B"), Redman Homes, Inc., a Delaware corporation ("RHI"), Pines Mobile Homes Park Two, Inc., a Florida corporation ("PMH2"), and Clearspan Components, Inc., a Mississippi corporation ("CCI") (RHI, RMI, RPI, RDC, RBP, CRI, ATP, B&B, RHI, PMH2 and CCI herein sometimes collectively called the "Redman Group") have heretofore granted to or for the benefit of the Lenders liens, pledges, mortgages, deeds of trust, security interest and other encumbrances upon certain of the properties and assets of said members of the Redman Group in order to secure indebtedness owed to the Lenders; and,

WHEREAS, under date of March 26, 1975, an agreement (herein referred to as the "Deficiency Debt Agreement") was entered into among the Redman Group and Wells Fargo Mortgage Investors, a Massachusetts trust ("WFMI"), Wells Fargo Realty Advisors, a California corporation ("WFRA") and Wachovia Realty Investments, a South Carolina business trust ("WRI") (WFMI, WFRA and WRI being sometimes hereinafter referred to as the "Deficiency Creditors"), and James Redman, an individual, ("Redman") (WFMI, WFRA, WRI and Redman being sometimes collectively referred to herein as "Beneficiaries"), among others; and,

WHEREAS, pursuant to the Deficiency Debt Agreement, the Deficiency Creditors have agreed with RHI to (i) release RHI from its unconditional guarantees of payment of the obligations of its subsidiaries, RDC, and CRI, to the Deficiency Creditors, in respect of certain real estate and real estate related transactions between RDC, CRI and the Deficiency Creditors, which transactions are more specifically set forth in the Schedules annexed to the Deficiency Debt Agreement, (ii) limit their claims against RHI in respect of the aforesaid guarantees of payment and (iii) a schedule of amortization of the Deficiency Notes ("Deficiency Notes") as defined in the Deficiency Debt Agreement and, with respect to Redman, of

the Redman Note as defined in the Deficiency Debt Agreement;
and,

WHEREAS, pursuant to the Deficiency Debt Agreement, RTI, RMI, RPI, CRI, RDC, B & B, ATP, CCI, RHI and PMH2 have agreed to execute and deliver to the Deficiency Creditors and Redman such pledges, security agreements, mortgages, deeds of trust and other instruments and documents as will grant to such Deficiency Creditors and Redman liens and security interests in or upon the properties and assets of the respective members of the Redman Group which liens and security interests shall be the same as those presently existing in favor of the Lenders under the Credit Agreement and various security agreements pursuant thereto but which are subordinate only to (i) said liens and security interests in favor of the Lenders and (ii) any liens and security interest to which the liens and security interests of the Lenders are subordinate; and,

WHEREAS, the Lenders, pursuant to that Master Intercreditor Agreement dated March 26, 1975 ("Master Agreement") among the Deficiency Creditors, Redman, the Lenders, CMB, as agent for the Lenders, and CMB as agent and attorney-in-fact for the Deficiency Creditors and Redman, have consented to the granting of the aforementioned security interests and liens by the Redman Group to the Deficiency Creditors and Redman; and,

WHEREAS, pursuant to the agreement of the Deficiency Creditors and Redman, WFRA (in such capacity WFRA being referred to herein as "Agent") has agreed to act as Agent on behalf of the Deficiency Creditors and Redman for purposes of perfecting the security interests and liens granted by RTI as collateral for the Deficiency Notes for the equal and ratable benefit of the Deficiency Creditors and Redman; and,

WHEREAS, the terms and conditions of the agency agreement of WFRA on behalf of the Deficiency Creditors and Redman are set forth in an agreement dated as of even date herewith; and,

WHEREAS, pursuant to that certain CRI Guaranty and

Security Agreement, dated as of March 28, 1974, CRI granted a security interest in the collateral described therein ("CRI Security") to the Lenders; and,

Whereas, the Deficiency Creditors and Redman desire the CRI Security as collateral, subject to the prior interest of the Lenders, in accordance with the terms and conditions of the Deficiency Debt Agreement, and CRI has executed or will execute contemporaneously herewith a Security Agreement ("Security Agreement") to grant a security interest in the CRI Security to the Deficiency Creditors and Redman; and,

WHEREAS, all of the outstanding shares of capital stock of CRI are owned by RII and CRI has derived and expects to derive certain benefits from the accommodations made by the Deficiency Creditors and Redman to RII; and,

WHEREAS, CRI is an affiliate of both RMH and RDC and CRI has derived and expects to derive certain benefits from the accommodations and other extensions of credit made by the Deficiency Creditors to RMH; and

WHEREAS, CRI has duly authorized and directed to its appropriate officers to execute this Indenture and the same is being executed pursuant to the Security Agreement in order to perfect the security interest created thereby in the real property owned by the Mortgagor hereinafter described; and,

WHEREAS, the aggregate principal indebtedness of RII to the Deficiency Creditors and Redman, together with the interest thereon and all fees and expenses related thereto as set forth in the Deficiency Debt Agreement are hereinafter referred to as the "Indebtedness".

NOW, THEREFORE, in consideration of these premises, and for other good and valuable consideration, receipt of which

is hereby acknowledged, and in order to secure the payment of the Indebtedness and the performance of the covenants and agreements contained herein, in the Deficiency Debt Agreement and in the Security Agreement, the Mortgagor does hereby warrant, grant, bargain, sell, convey, assign, transfer, mortgage and pledge to the Trustee and to his representatives, successors and assigns, for the equal and ratable benefit of the Beneficiaries, all right title and interest of the Mortgagor in and to the following property subordinate to the lien of CMB as agent heretofore granted for the equal and ratable benefit of the Lenders.

(a) All the lands and premises described in Exhibit A hereto (the "Land");

(b) All buildings and other improvements, now or hereafter erected on the Land, and all machinery, apparatus, equipment, fittings, fixtures and articles of personal property now or hereafter attached to or used in connection with the same (the "Improvements");

(c) All and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the reversion or reversions, remainder and remainders, rents, revenues, issues, income and profits thereof subject, however to the right of the Mortgagor to receive and use the same until an Event of Default specified in the Deficiency Debt Agreement shall have occurred and be continuing; and also all the estate, right, title, interest, property, claim and demand whatsoever of the Mortgagor in and to the same and in the streets, ways and areas adjacent thereto; and,

(d) All proceeds of the insurance required to be maintained by paragraph 4 and all awards heretofore or hereafter made to the Mortgagor with respect to any part of the Land or the Improvements as a result of the exercise of the power of eminent domain, including any awards for changes of the grades of streets, all of which are hereby assigned to the Trustee who is hereby authorized to collect and receive the proceeds thereof and to give proper receipts and acquittances therefor, and to apply the same to the payment of the indebtedness secured hereby, notwithstanding the fact that the same may not then be due and payable.

TO HAVE AND TO HOLD the foregoing property (the "Property") unto the Trustee, his representatives, successors and assigns, forever.

IN TRUST, NEVERTHELESS, upon the uses and trusts hereinafter set forth.

PROVIDED ALWAYS, that if the Indebtedness owing to any of the Beneficiaries and all other sums becoming due and payable hereunder shall have been paid in full in accordance with the terms hereof and of the Indebtedness, and each and every covenant and condition set forth herein, in the Indebtedness, in the Deficiency Debt Agreement and in the Security Agreement shall have been complied with, or performed and observed in every respect, then this Indenture and the lien or estate hereby created shall cease, terminate and become void.

AND the Mortgagor covenants with the Trustee and the Beneficiaries as follows:

1. The Mortgagor warrants that it (i) is lawfully seized and possessed of the Property, subject to no mortgage, lien, charge or encumbrance, except mortgages, liens, charges or encumbrances of record or permitted by the Deficiency Debt Agreement; and (ii) has full power and lawful authority to grant, bargain, sell, convey, assign, transfer, mortgage and pledge the Property. The Mortgagor will forever warrant and defend the title to the Property against the claims and demands of all persons whomsoever.

2. (a) The Mortgagor shall execute, acknowledge and deliver, from time to time, such further instruments as the

Trustee or the Agent may require to accomplish the purposes of this Indenture.

(b) The Mortgagor immediately upon the execution and delivery of this Indenture, and thereafter from time to time, shall cause this Indenture, any mortgage or deed of trust supplemental hereto and each instrument of further assurance to be filed, registered or recorded in such manner and in such places as may be required by any present or future law in order to publish notice of and perfect the lien or estate created by this Indenture upon or in the Property.

(c) The Mortgagor shall pay, to the full extent permitted by law, all filing, registration and recording fees, and all expenses incident to the execution and acknowledgment of this Indenture, any mortgage or deed of trust supplemental hereto, and any instrument of further assurance, and all Federal, State, county and municipal stamp taxes and other taxes, duties, imposts, assessments and charges arising out of or in connection with the execution and delivery of this Indenture, any mortgage or deed of trust supplemental hereto or any instruments of further assurance.

3. The Mortgagor shall not create or suffer to be created any mortgage, lien, charge or encumbrance upon the Property prior to or on a parity with the lien or estate created by this Indenture.

4. (a) The Mortgagor shall keep the Improvements insured for the benefit of the Beneficiaries against loss or damage by fire, lightning, windstorm, hail, explosion, riot and civil commotion, vandalism and malicious mischief, damage from aircraft, vehicles and smoke, and such other risks as may be included in the broad form of extended coverage insurance from time to time available. Such insurance shall be written in amounts and with companies satisfactory to the Agent and on forms approved by it, and losses thereunder shall be payable to the Trustee, as the Trustee's interest may appear, pursuant to a standard mort-

gagee endorsement, without contribution, substantially equivalent to the New York standard mortgagee endorsement. The Mortgagor shall promptly notify the Trustee of any loss covered by such insurance. The Trustee shall have the right to join the Mortgagor in adjusting any loss in excess of \$50,000. The Trustee shall retain and apply any monies received by it for loss or damage under such insurance, at the option of the Agent, to the reimbursement of the Mortgagor for expenses incurred by it in the restoration of the Improvements, or to the payment of the Indebtedness and other obligations of the Mortgagor in accordance with the provisions of the Security Agreement. All insurance policies maintained by the Mortgagor shall provide that no cancellation or reduction of such insurance shall be effective unless not less than 10 days notice thereof shall have been given to the Trustee.

(b) Within 15 days of the execution of this Indenture and not less than 15 days prior to the expiration dates of each policy then in effect pursuant to subparagraph (a), the Mortgagor shall deliver to the Trustee an original of such policy or a renewal policy, as the case may be, or a certificate therefor with evidence of payment of the premium therefor reasonably satisfactory to the Trustee.

(c) Nothing contained in this paragraph 4 shall prevent the Mortgagor from keeping the Improvements insured or causing the same to be insured against the risks referred to in this paragraph under a policy or policies of blanket insurance, which may cover other property not subject to the lien or estate created by this Indenture; provided, however, that:

(1) any such policy of blanket insurance (i) shall specify therein, or the Mortgagor shall furnish the Trustee with a written statement from the insurers under such policies specifying the maximum amount of insurance applicable to each of the Improvements located on the Property, which amount shall not be less than the amount

required by this paragraph to be carried, and (ii) shall not contain any clause which would result in the insured thereunder being required to carry insurance with respect to the property covered thereby in an amount not less than any specific percentage of the full insurable value of such property in order to prevent the insured therein named from becoming a co-insurer of any loss with the insurer under such policy, and

(2) in all other respect, any such policy of blanket insurance shall comply with the other provisions of this paragraph 4.

5. The Mortgagor shall pay, before any fine, penalty, interest or cost attaches thereto, all taxes, assessments, water and sewer rates, and all other governmental charges or levies now or hereafter assessed or levied against any part of the Property, or, to the full extent permitted by law, upon the lien or estate of the Trustee or the Beneficiaries therein, as well as all claims for labor, materials or supplies which, if unpaid, might by law become a prior lien thereon, and within 10 days after request by the Trustee or Agent shall exhibit receipts showing payment of any of the foregoing; provided, however, that if by law any such tax, assessment, rate, charge or levy may be paid in installments (whether or not interest shall accrue on the unpaid balance thereof), the Mortgagor may pay the same in installments as they respectively become due, before any fine, penalty, interest or cost attaches thereto; and provided, further, that if the Mortgagor contests the validity or amount of any such tax, assessment, rate, charge or levy in good faith by appropriate proceedings and provides such security, if any, as the Trustee or the Agent may reasonably require to assure the discharge thereof, the Mortgagor may defer payment thereof during the pendency of such contest.

6. The Mortgagor shall not permit the Improvements to be removed, demolished or materially altered in such a manner

as to substantially decrease the value of the Improvements as determined by the Agent in its sole discretion, and shall maintain the Property in good repair, working order and condition, except for reasonable wear and use.

7. The Mortgagor shall comply with all laws, ordinances, orders, rules and regulations of all Federal, state and municipal governments and the appropriate departments, commissions, boards and officers thereof, and the orders, rules and regulations of the Board of Fire Underwriters or any other body hereafter constituted exercising similar functions, which at any time are applicable to the Property, and which are to be complied with on the part of the Mortgagor.

8. The Trustee or the Agent, and their authorized representatives, shall have the right to enter and inspect the Property at all reasonable times, to examine the records and books of account of the Mortgagor relating thereto and to make copies or extracts thereof.

9. The Mortgagor within 5 days upon request in person or within 10 days upon request by mail, shall furnish to the Trustee and the Agent a written statement, duly acknowledged, of the amount due on this Indenture and whether any offsets or defenses exist against the debt secured by this Indenture.

10. If the Mortgagor shall fail to (i) effect the insurance required by paragraph 4, (ii) make the payments required by paragraph 5, (iii) perform or observe any of the covenants or agreements on the part of the mortgagor to be performed or observed under any prior mortgage or deed of trust encumbering the Property, including, without limitation, any mortgage or deed of trust in respect of which the Mortgagor is not personally

liable, or (iv) perform or observe any of its other covenants or agreements hereunder, the Trustee or the Agent may effect, pay or perform or observe the same. All sums, including reasonable attorneys' fees, so expended by the Trustee or the Agent or expended to sustain the lien or estate created by this Indenture or its priority, or to protect or enforce any of the rights of the Beneficiaries hereunder, or to recover any indebtedness hereby secured, shall be a lien on the Property secured by this Indenture, and shall be paid by the Mortgagor within 10 days after demand, with interest at the rate of 12% per annum or the maximum rate permitted by law, whichever is less. In any action or proceeding to foreclose this Indenture, or to recover or collect the debt secured hereby, the provisions of law respecting the recovery of costs, disbursements and allowances shall prevail unaffected by this covenant.

11. With respect to any leases of the Property: (i) the Mortgagor shall from time to time furnish to the Trustee or the Agent within 15 days after demand therefor a written statement containing the names of the lessees, the terms thereof, the spaces occupied and the rents payable, together with a photostatic copy of each lease not previously furnished to the Trustee or the Agent; and (ii) the Mortgagor shall not (x) assign the rents therefrom to anyone other than the Beneficiaries, (y) consent to the cancellation or surrender thereof, or accept a prepayment of rent thereunder beyond 3 months in advance, or (z) modify the same so as to shorten the term, decrease the rent, accelerate the payment of rent or change the terms of any renewal option.

12. If the Mortgagor shall fail to perform or observe any of its covenants or agreements contained herein or any of the covenants and agreements on the part of the mortgagor to

be performed or observed under any prior mortgage or deed of trust encumbering the Property, including, without limitation, any mortgage or deed of trust in respect of which the Mortgagor is not personally liable, or if any Event of Default specified in the Deficiency Debt Agreement shall occur and be continuing, the Trustee or the Agent may, without being required to give any notice except of intention to sell or of time and place of sale (except such notice as is required by applicable statute and cannot be waived):

(a) enter and take possession of any part of the Property, exclude the Mortgagor and all persons claiming under the Mortgagor whose claims are junior to the lien or estate created by this Indenture wholly or partly therefrom, and use, operate, manage and control the same either in the name of the Mortgagor or otherwise as the Trustee or the Agent shall deem best, and upon such entry, from time to time, at the expense of the Mortgagor, make all such repairs, replacements, alterations, additions and improvements to the Property as the Trustee or the Agent may deem proper, and collect and receive all the rents, revenues, issues, income and profits thereof and apply the same, to the extent permitted by law, to the payment of all expenses which the Trustee or the Agent may be authorized to make under the provisions of this Indenture as well as just and reasonable compensation for the services of the Trustee, the remainder to be applied in accordance with the terms of the Security Agreement; and,

(b) personally, or, to the extent permitted by law, by agents, with or without entry, if the Trustee or the Agent shall deem it advisable:

(1) sell the Property to the highest bidder at public auction at a sale or sales held at such place and time and upon such notice and otherwise in such manner as may be required by law, or in the absence of any such requirement, as the Trustee or the Agent may deem appropriate; or

(2) proceed to protect and enforce his or its rights under this Indenture, by suit for specific performance of any covenant herein contained, or in aid of the execution of any power herein granted, or for the foreclosure of this Indenture and the sale of the Property under the judgment or decree of a court of competent jurisdiction, or for the enforcement of any other right as the Trustee or the Agent shall deem most effectual for such purpose.

13. The Trustee or the Beneficiaries, in any action to foreclosure this Indenture, shall be entitled as a matter of right to the appointment of a receiver of the Property and of the rents, revenues, issues, income and profits thereof, without notice (except such notice as is required by applicable statute and cannot be waived) or demand, and without regard to the adequacy of the security for the indebtedness secured hereby or the solvency of the Mortgagor.

14. In any sale under any provision of this Indenture or pursuant to any judgment or decree of court, the Property, to the extent permitted by law, may be sold in one or more parcels or as an entirety and in such order as the Trustee or the Agent may elect, without regard to the right of the Mortgagor, or any person claiming under it, to the marshalling of assets. The purchaser at such sale shall take title to the Property so sold free and discharged of the estate of the Mortgagor therein, the purchaser being hereby discharged from all liability to see to the application of the purchase money. Any person, including the Trustee or the Beneficiaries may purchase at any such sale.

15. The proceeds of any sale made either under the power of sale hereby given or under a judgment, order or decree made in any action to foreclose or to enforce this Indenture

shall be applied in accordance with the provisions of the Security Agreement.

16. The Mortgagor hereby waives, to the full extent permitted by law, (i) any and all rights and equities of redemption from sale under the power of sale created under this Indenture or from sale under any order or decree of foreclosure of this Indenture and all notice or notices of seizure, and (ii) the benefit of any appraisement, marshalling, valuation, stay or extension law now or hereafter in force.

17. No failure on the part of the Trustee or the Agent to exercise, nor any delay in exercising, any power or right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise by the Trustee or the Agent of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. The remedies provided herein are cumulative and not exclusive of any remedies provided by law.

18. The Trustee or the Agent may at any time or from time to time renew or extend this Indenture, or alter or modify the same in any way, or waive any of the terms, covenants or conditions thereof in whole or in part and may release any portion of the Property or any other security, and grant such extensions and indulgences in relation to the indebtedness secured hereby as the Trustee or the Agent may determine without the consent of any junior lienor or encumbrancer and without any obligation to give notice of any kind thereto and without in any manner affecting the priority of the lien hereof on any part of the Property.

19. The Agent shall have the irrevocable power, with or without cause and without notice of any kind, to appoint at any time a substitute trustee hereunder by filing a deed of appointment for record in any office in which this Indenture

is recorded, and upon such recordation the trustee so appointed shall become vested with the same rights, title and interest in the Property as his predecessor hereunder had, with the same effect as if originally made Trustee hereunder.

20. All notices, demands, consents or requests which may or are required to be given by either party to the other shall be in writing. All notices, demands, consents or requests shall be deemed to be properly given if delivered or mailed, first-class postage prepaid, addressed to the Mortgagor at its address set forth above, and to the Agent, or the Beneficiaries c/o the Agent, 330 Washington Street, Marina Del Rey, California 90291. Each party may by notice to the other designate a new address to which such notices, demands, consents or requests shall be delivered or mailed.

21. This Indenture cannot be modified, changed or discharged except by an agreement in writing, duly acknowledged in form for recording, signed by the party against whom enforcement of such modification, change or discharge is sought.

22. This Indenture shall bind the Mortgagor, its successors and assigns, and inure to the benefit of the Trustee and the Beneficiaries, their representatives, successors and assigns.

23. The invalidity, or unenforceability in particular circumstances, of any provision of this Indenture shall not extend beyond such provision or such circumstances and no other provision of this Indenture shall be affected thereby. If, from any circumstances or contingencies whatever, fulfillment of any provision of this Indenture, at the time performance of such provision shall be due, shall involve transcending the limit of validity prescribed by law, such provision shall be deemed to be a mistake in calculation or wording and ipso facto, the obligation to be fulfilled shall be reduced to the limit of such validity, so that in no event shall any exaction be possible

under this Indenture that is in excess of the limit of such validity. In no event shall the Mortgagor, its successors, or assigns, be bound to pay interest for the use, forbearance or detention of money loaned and secured hereby at a rate in excess of 18% per annum or the maximum rate permitted by applicable law, whichever is less, and the right to demand any such excess shall be and is hereby waived, and this provision shall control every other provision of this Indenture.

24. (a) Each of the parties hereto understand and acknowledge that WFMI is a Massachusetts business trust existing pursuant to its First Amended and Restated Declaration of Trust dated April 29, 1970, copies of which are on file at the principal office of the Trust, which is located at P. O. Box 44031, San Francisco, California 94141, and a copy of which has been recorded with the Office of the Registrar of Deeds, for Suffolk County, Boston, Massachusetts. The Declaration provides in part, and the parties hereto each agrees that neither the shareholders nor trustees nor officers, employees or agents of WFMI shall be liable under any written instrument creating an obligation of WFMI and that all persons shall look solely to the trust estate of WFMI for the payment of any claim hereunder, or for the performance hereof.

(b) It is expressly agreed and understood by the parties hereto that the name, WACHOVIA REALTY INVESTMENTS, is the designation of the Trustees, as Trustees but not as individuals, from time to time acting under a Declaration of Trust dated December 10, 1969, as amended, on file in the Office of the Secretary of State of the State of South Carolina, which Declaration of Trust provides, and the parties hereto hereby expressly agree, that all persons dealing with WRI agree to look solely to the trust property for the satisfaction of any claims against

WRI, and neither the Trustee, officers, agents, nor shareholders of WRI assume any personal responsibility for any obligation of WRI.

IN WITNESS WHEREOF, this Indenture has been duly executed by the Mortgagor the day and year first above written.

CORPORATION R, INC.



(Corporate Seal)

By Herbert R. Clifton
Vice President

ATTEST:

Chin Keller
Assistant Secretary

Dorothy Friedman
Witness

Laura Griffith
Witness

Robert H. [Signature]
Trustee

This Instrument was Prepared by:
Michael L. Loban, Esq.
Wells Fargo Realty Advisors
Post Office Box 30015
Terminal Annex
Los Angeles, California 90030

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EXHIBIT A

DeSoto County, Mississippi

A tract or parcel of land situated in DeSoto County, Mississippi more particularly described as follows:

Beginning at a point in the north line of Goodman Road (60 feet wide) 826.13 feet east of the west line of Section 25, Township 1 South, Range 6 West, DeSoto County, Mississippi; thence east along the north line of Goodman Road, a distance of 692.71 feet to a point at the southwest corner of the Standard Oil Company property; thence north 160 feet to a point at the northwest corner of said Oil Company property; thence east 400 feet to a point at the northeast corner of the BX Oil Company property; thence south along the east line of said Oil Company property 150 feet to a point in the north line of the property acquired for Interstate Highway No. 55, said point being 50 feet north of the center-line of Goodman Road; thence east and parallel with the center-line of Goodman Road 60 feet to a point; thence northeastwardly along the westerly right-of-way line of Interstate Highway No. 55, a distance of 188.40 feet to a point; thence northwardly along said westerly right-of-way, a distance of 224.90 feet to a point; thence northwardly along said westerly right-of-way line a distance of 799.17 feet to a point; thence continuing along said westerly right-of-way line, a distance of 743.23 feet to a point; thence south at an interior angle of 7 degrees and 45 minutes and along the east line of the Southaven Land Company property a distance of 854.15 feet to a point; thence westwardly along the southerly line of said Southaven Land Company property and at an interior angle of 274 degrees and 45 minutes 300 feet to a point; thence continuing westwardly along the southerly line of the Southaven Land Company property and at an interior angle of 170 degrees and 51 minutes 350 feet to a point; thence continuing westwardly along the south line of said Southaven Land Company property and at an interior angle of 167 degrees and 45 minutes 460 feet to a point; thence continuing westwardly along the southerly line of said Southaven Land Company property and at an interior angle of 170 degrees and 46 minutes 71 feet to a point; thence south at an interior angle of 115 degrees and 45 minutes, a distance of 647.0 feet to a point; thence east at an interior angle of 90 degrees and 18 minutes, a distance of 208.75 feet to a point; thence south at an interior angle of 269 degrees and 42 minutes, a distance of 417.5 feet to a point; thence west at an interior angle of 270 degrees and 18 minutes, a distance of 208.75 feet to a point; thence South at an interior angle of 69 degrees and 42 minutes 417.5 feet to the point of beginning.

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STATE OF TEXAS }
COUNTY OF Dallas } ss

On this, the 23 day of October, 1975,
before me, the undersigned officer, personally appeared
Herbert L. Clifton and _____
who acknowledged themselves to be the Vice President
and _____, respectively, of
Cooperation I, Inc., and that they, as such
officers, being authorized so to do, executed the foregoing
instrument for the purposes and consideration therein contained,
by signing the name of the corporation by themselves as such
officers.

IN WITNESS WHEREOF, I hereunto set my hand and
official seal.

My commission expires 6/1/77

Joy A. Booth
Notary Public

10 447 C
(Individual)

STATE OF CALIFORNIA }
COUNTY OF Los Angeles } ss

On November 4, 1975 before me, the undersigned, a Notary Public in and for said
State, personally appeared Robert Lee

_____, known to me
to be the person whose name is subscribed
to the within instrument and acknowledged that he
executed the same.

WITNESS my hand and official seal.

Signature Patricia L. Swatt
PATRICIA L. SWATT
Name (Typed or Printed)

OFFICIAL SEAL
PATRICIA L. SWATT
NOTARY PUBLIC - CALIFORNIA
LOS ANGELES COUNTY
My Commission Expires Sept. 30, 1977

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock
30 minutes A M. 1 day of December 1975, and that the same has been
recorded in Book 193 Page 585 records of REAL ESTATE TRUST DEEDS
of said County.

Witness my hand and seal this the 2 day of December 1975.

Fees \$ 20.50 pd.

SEAL H. P. Ferguson CLERK

ORDER TO CLERK TO CANCEL DEED OF TRUST

TO THE CHANCERY CLERK OF
DESOTO COUNTY, MISSISSIPPI:

KNOW ALL MEN BY THESE PRESENTS: That VIRGINIA BERRYMAN & DOROTHY MARTIN, the beneficiaries, do hereby certify that a certain trust deed bearing the date of the 16th day of August, 1971, made and executed by Larry Martin Bratton and wife Joann Morris Bratton, to the above named beneficiaries, and recorded in the office of the Chancery Clerk of DeSoto County, in the State of Mississippi in Land Trust Deed Record No. 132, on Page 128, of the Record of Trust Deeds, on the 18th day of August, 1971, is now fully paid and satisfied; and 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 our signatures this the 25th day of November, 1975.

Virginia Berryman
Virginia Berryman

Dorothy P. Martin
Dorothy Martin

STATE OF MISSISSIPPI
COUNTY OF DESOTO

PERSONALLY came and appeared before me, the undersigned authority, Notary Public in and for County and State aforesaid, VIRGINIA BERRYMAN and DOROTHY MARTIN, who acknowledged that they signed and delivered the above and foregoing instrument on the day and date for the purpose therein mentioned.

GIVEN UNDER MY HAND and seal of office, this the 25th day of November, 1975.

Lebbie M. Basswell
Notary Public



My Commission expires:

My Commission Expires Feb. 19, 1976

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock no minutes A M. 1 day of December 1975, and that the same has been recorded in Book 193 Page 604 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 2 day of December 1975.

Fees \$ 2.50 pd.

SEAL H. P. Ferguson CLERK

H. S. Ferguson
CHANCERY CLERK

RETURN TO:
RECORD DATA OF MISS.
SUITE 922-100 N. MAIN
MEMPHIS, TN 38103

14330997

- 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. 20599-7	DUE 01	PREVIOUS ACCOUNT NO.	SECURITY HOME-SEC-RE	LOAN DATE 1-24-75	9
NAME (BORROWER(S) GUANTOR(S)) W CLINTON BELL		SPURSE NONE	FINANCE CHARGE \$1405.90		OFFICIAL FEE 5.00
6802 CAMELOT HORN LAKE MISS 38637		CASH ADVANCE 3007.02	INSURANCE PROVISIONS PHYSICAL DAMAGE NONE CREDIT LIFE 84.2% CREDIT DISABILITY 177.84		TOTAL OF PAYMENTS 4680.00
ANNUAL PERCENTAGE RATE 24.89 %		NOTE IS PAYABLE IN MONTHLY PAYMENTS, THE FIRST ONE OF \$130.00 AND 35 ** 130.00		FIRST PAYMENT DUE 1-01-76	AMOUNT FINANCED 3274.10
AGE	SPURSE AGE	APPROVAL FEE	TITLE EXAMINATION FEE	EARLY RENEWAL CHARGE	FINAL PAYMENT DUE 12-01-78
HOMESIDE'S INSURANCE PREMIUM	FIRE INSURANCE PREMIUM				

WHEREAS, the undersigned Grantor, W. Clinton Bell
whose address is 6802 Camelot Horn Lake DeSoto Mississippi

owes FORD MOTOR CREDIT COMPANY, hereinafter called the Beneficiary, the sum set forth above as the Total of Payments, evidenced by a promissory note of even date herewith executed by the Grantor in favor of the Beneficiary; payable as above set forth, which note is by reference incorporated herein and made part hereof; and

WHEREAS, the said Grantor desires to secure the prompt payment of said indebtedness at the maturity thereof;

NOW, THEREFORE, in consideration of \$10.00 cash in hand paid by H. S. Sils
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 24, Section A, DeSoto Village LSubdivision on Section 34, Township 1 South, Range 8 West as shown by the Plat recorded in Plat Book 7, Pages 9 through 14, in the office of the Chancery Clerk of DeSoto County, Mississippi, and being more particularly described as follows: BEGINNING at the point of intersection of the south line of Goodman Road with the east line of Camelot Road, thence east along the south line of Goodman Road 100 feet to a point, thence south 105 feet to a point at the northeast corner of Lot 25 of said Subdivision thence west 101.6 feet to a point in the east line of Camelot Road at the northwest corner of said lot 25, thence north along the east line of Camelot Road 104.90 feet to the point of beginning.

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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.

RECORDED BY THE
CLERK OF THE COUNTY OF MISSISSIPPI
RECORD DIVISION OF THE
SHERIFF'S OFFICE

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 24th day of November, 1975

W. Clinton Bell

STATE OF MISSISSIPPI

COUNTY OF DeSoto

Personally appeared before me, the undersigned authority of law in and for the jurisdiction aforesaid, the within named

W. Clinton Bell

who acknowledged that he 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 24th day of November, 1975

My commission expires:

My Commission Expires September 2, 1978

D. Sh... Seal

NOTARY PUBLIC



All property taxes to be paid by:

W. Clinton Bell
6802 Camelot
Horn Lake, Miss.

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 3 o'clock 10 minutes P M. 1 day of December 1975, and that the same has been recorded in Book 193 Page 605 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 2 day of December, 1975.

Fees \$ 5.00 pd.

SEAL *H. P. Ferguson* CLERK

AR-179
D-77108

This instrument prepared by:

TRUST DEED RELEASE

office of Chancery Clerk of
DeSota County, MISS

WHEREAS, By the hereinafter described trust deed, heretofore recorded in the ~~XXXXXX~~ 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
LARRY G. WILLIAMSON and wife BRENDA G. WILLIAMSON	5/28/69	Book 110 Page 111	Lot 2677, Section M Southaven West Sub. 6410 Cherry Valley Southaven, Miss.

NOW, THEREFORE, in consideration of the premises the undersigned WASHINGTON FEDERAL SAVINGS AND LOAN ASSOCIATION as legal owner and holder of the notes secured by said trust deed, acknowledges full payment and satisfaction thereof, and hereby releases and discharges the lien of said trust deed, and to this end quit claim— and convey— unto said grantor— heirs and assigns all right, title, and interest in and to the real estate described in said trust deed, to which reference is made for a particular description of said property.

The undersigned, WASHINGTON FEDERAL SAVINGS AND LOAN ASSOCIATION 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 the lawful right to release and discharge the lien thereof.

IN WITNESS WHEREOF the said WASHINGTON FEDERAL SAVINGS AND LOAN ASSOCIATION 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 16th day of October 19 75

WASHINGTON FEDERAL SAVINGS AND LOAN ASSOCIATION
formerly known as WASHINGTON HEIGHTS FEDERAL SAVINGS AND LOAN ASSOCIATION

BY: Peter M. McKibbin
PETER M. MCKIBBIN, ASSISTANT 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.

My commission expires _____ day of _____, 19____ Notary Public

STATE OF ~~MISSISSIPPI~~ NEW YORK
COUNTY OF ~~SHELBY~~ NEW YORK

Before me, a Notary Public in and for said State and County duly commissioned and qualified, personally appeared PETER M. MCKIBBIN with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the Ass't. Vice President of the Washington Federal Savings and Loan Association and that he as such Ass't. Vice President and Ass't. Vice President executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by himself as Ass't. Vice President.

WITNESS my hand and seal at office in New York, New York this 16th day of October 19 75

DOROTHY NURECK, Notary Public
State of New York, No. 03-2917940
Qualified in Essex County of
Certificate filed in New York County
Commission Expires March 30, 1977

My commission expires _____ day of _____, 19____ Notary Public

Do not write below this line - FOR REGISTERS USE ONLY *

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 2 o'clock 30 minutes P M. 1 day of December 1975, and that the same has been recorded in Book 193 Page 608 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 2 day of December 1975.
Fees \$ 2.50 pd.

SEAL H. P. Ferguson, CLERK

38255

D-75166

POWER OF ATTORNEY TO CANCEL OF RECORD A CERTAIN TRUST DEED

KNOW ALL MEN BY THESE PRESENTS, that Franklin Savings Bank of New York a corporation domiciled at 661 Eighth Ave., New York, New York, does by this instrument duly appoint and delegate the Clerk of the Chancery Court of DeSoto County, Mississippi, as its attorney in fact and does hereby authorize and empower said Clerk or Deputy Clerk of the Chancery Court of DeSoto County, Mississippi, as such attorney to cancel and mark satisfied of record a certain Deed of Trust dated the 21st day of October, 1975, given by DRANNON L. BINGHAM AND PHYLLIS BINGHAM to DELTA TITLE COMPANY, Trustee for KNE National Mortgage Company, being of record in the records of Deeds of Trust of said County of DeSoto, and State of Mississippi, in Deed of Trust Book 121, at page 155 and assigned by National Mortgage Company to Franklin Savings Bank of New York on October 12th, 1970 and recorded on November 25th, 1970 in Book 122 Page 352

IN WITNESS WHEREOF, the said Franklin Savings Bank of New York has caused these presents to be executed by its Executive Vice President and its Assistant Secretary and the corporate seal of said Bank to be hereunto affixed this 21st day of October, 1975.

FRANKLIN SAVINGS BANK OF NEW YORK, F/K/A
KINGS HIGHWAY SAVINGS BANK

BY: Adam J. Zaun
ADAM J. ZAUN, EXECUTIVE VICE PRESIDENT

ATTEST:

BY: Dorothy Luxton
DOROTHY LUXTON, ASSISTANT SECRETARY

STATE OF NEW YORK)
)
COUNTY OF NEW YORK)

On this 21st day of October, 1975, personally appeared before me, the undersigned authority in and for the aforesaid jurisdiction, the aforesaid Adam J. Zaun and Dorothy Luxton, who acknowledged that they are the Executive Vice President & the Assistant Secretary respectively, of

Franklin Savings Bank of New York, that the seal affixed to the foregoing power of attorney is the corporate seal of said Bank, and that they signed, sealed and delivered the above and foregoing power of attorney for and on behalf of said corporation by authority of its Board of Trustees and said Adam J. Zaun and Dorothy Luxton acknowledged that this instrument is the free act and deed of said corporation, and that they are duly authorized to sign, seal and deliver the above and foregoing power of attorney for and on behalf of said Franklin Savings Bank of New York.

WITNESS MY SIGNATURE and seal of office this the 21st day of October 1975.

Carol H. Allen

 NOTARY PUBLIC

My Commission Expires:

CAROL H. ALLEN
 Notary Public, State of New York
 No. 31-4610464
 Qualified in New York County
 Commission Expires March 30, 1977



STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 2 o'clock 30 minutes P M. 1 day of December 1975, and that the same has been recorded in Book 193 Page 609 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 2 day of December 1975.

Fees \$3.50 pd.

SEAL *H. P. Ferguson* CLERK

o/p 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 3rd day of May 19 73, made and executed by W. I. LaRue
of Hernando, Mississippi to The Hernando Bank
the above named beneficiary, and recorded in the office of the Chancery Clerk of DeSoto
County, in the State of Mississippi in Real Estate Trust Deed Record No. 158 on page 319
of the Record of Trust Deeds, on the 3rd day of May, A. D. 19 73, is now fully paid
and satisfied; and I do hereby authorize the Clerk of the Chancery Court of said DeSoto
County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of
said County also as provided by law.

THE HERNANDO BANK

By [Signature]

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.

Given under my hand and seal of office this 26th day of November A. D. 19 75

My Commission Expires:

My Commission Expires Jan. 7, 1978

[Signature]
Notary Public

LAWRENCE-GREENWOOD 87214

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 8 o'clock
45 minutes A. M. 2 day of December 1975, and that the same has been
recorded in Book 193 Page 611 records of REAL ESTATE TRUST DEEDS
of said County.

Witness my hand and seal this the 2 day of December 1975.

Fees \$2.50 pd.

SEAL [Signature] CLERK

TRUST DEED

THIS INDENTURE, made this the 18th day of July, 1975, between JAMES M. MOORE and wife, ERIN M. MOORE, Party of the First Part, and EVA MCDANIEL, Party of the Second Part,

WITNESSETH, that whereas, said party of the first part, being indebted to the said party of the second part in the sum of TWO THOUSAND FIVE HUNDRED and 00/100 DOLLARS (\$2,500.00) with interest from date at 8% per annum, repayable in three annual installments as follows: \$1,000.00 plus accrued interest due and payable on July 18, 1976; \$1,000.00 plus accrued interest due and payable on July 18, 1977; and the final installment of \$500.00 plus accrued interest due on or before July 18, 1978, 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 24 in Section A, Delta Ridge Mobil Home Park Subdivision as shown on plat appearing of record in Plat Book 9, Pages 30-32, in the Chancery Court Clerk's Office of DeSoto County, Mississippi, to which recorded plat reference is made for a more particular description. Said lot being situated in Section 7, Township 3 South, Range 9 West.

This Deed of Trust is second and subordinate to that certain Deed of Trust of record in Book 172, Page 54, 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.

James M. Moore
JAMES M. MOORE

Erin M. Moore
ERIN M. MOORE

STATE OF Tennessee
COUNTY OF Shelby

Before me, a Notary Public for said jurisdiction, this day personally appeared the above named JAMES M. MOORE and wife, ERIN M. MOORE, who acknowledged that they signed and delivered the foregoing Deed of Trust on the day and year therein mentioned.

GIVEN UNDER MY HAND and official seal of office, this the 29th day of November, 1975.



John C. Hogan
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. 2 day of December 1975, and that the same has been recorded in Book 193 Page 612 records of REAL ESTATE TRUST DEEDS of said County.
Witness my hand and seal this the 2 day of December 1975.
Fees \$2.50 pd.
SEAL *H. P. Ferguson*, CLERK

THIS 26 DAY OF Dec 19 79

H. D. Ferguson
CHANCERY CLERK

STATE OF MISSISSIPPI
FHA FORM NO. 2135M
Revised February 1973

DEED OF TRUST

This form is used in connection with deeds of trust insured under the one- to four-family provisions of the National Housing Act.

THIS DEED OF TRUST, made and entered into this 28th day of November, 1975, by and between

CAROL W. YOUNG AND WIFE, WANDA C. YOUNG

, 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, 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

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 EIGHTEEN THOUSAND AND NO/100 Dollars (\$18,000.00), 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, Jackson, Mississippi

or at such other place as the holder may designate, in writing, in monthly installments of ONE HUNDRED FORTY FOUR AND 90/100 Dollars (\$144.90), commencing on the first day of January, 1976, 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 (1/2) per centum of the average outstanding balance due on the note computed without taking into account delinquencies or prepayments.

614

(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.

Carol W. Young
CAROL W. YOUNG
Wanda C. Young
WANDA C. YOUNG

STATE OF MISSISSIPPI, }
COUNTY OF DESOTO } 287

Personally appeared before me, the undersigned authority in and for the said County, the within named Carol W. Young and Wanda C. Young, 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 November, 1975.

Beth M. Bismill
Notary Public

STATE OF MISSISSIPPI }
COUNTY OF } 287

My Commission Expires: /nsh My Commission Expires Feb. 12, 1978

I, _____, Clerk of the Court of the Chancery of said County, do hereby certify that the foregoing conveyance was filed for registration in this office at _____ o'clock M., on the _____ day of _____, 19____, and was recorded in Vol. _____, Record of Deeds, pages _____, on the _____ day of _____, 19____.

Clerk of the Court of Chancery

EXHIBIT "A"

Lot 451, Section "B", DeSoto Village Subdivision, in Section 34, Township 1 South, Range 8 West, as shown on plat of record in Plat Book 8, Pages 16 through 21, in the office of the Chancery Clerk of DeSoto County, Mississippi, being more particularly described as follows: Beginning at a point in the easterly line of Tulane Road at the southwest corner of Lot 452 of said subdivision 319 feet southwardly from the southerly curb line of Valleybrook Road, produced; thence southwardly along the easterly line of Tulane Road 66 feet to a point at the northwest corner of Lot 450 of said subdivision; thence eastwardly 152.01 feet to a point at the northeast corner of said lot 450; thence northwardly 70.29 feet to a point at the south east corner of said lot 452; thence westwardly 152.6 feet to the point of beginning.

Said conveyance is made subject to all covenants, easements, restrictions, reservations, conditions and rights appearing of record and subject to any state of facts which an accurate survey would show.

The funds derived from the indebtedness secured by this Deed of Trust have been entirely used to pay the seller all or a part of the purchase price of the property described above.

Signed for identification:

Carol W. Young
CAROL W. YOUNG

Wanda C. Young
WANDA C. YOUNG

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 11 o'clock 30 minutes A M. 2 day of December 1975, and that the same has been recorded in Book 193 Page 613 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 2 day of December 1975.

Fees \$5.00 pd.

SEAL *H. P. Ferguson* CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK
220 PAGE 626
THIS 18 DAY OF Jan 1978
H. S. Ferguson
CHANCERY CLERK

Mississippi Bankers Association
Form No. 1
(Revised Dec. 1965)
L. A. N. D.

DEED OF TRUST LAND

THIS INDENTURE, this day made and entered into between James Robert Sloan, a single man,
of the first part, hereinafter designated as the Grantor, F. C. Holmes, Jr., of Hernando,
Mississippi, 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
-----Six Thousand Dollars and no/100----- DOLLARS
(\$ \$6,000.00) evidenced by his ^{one} / promissory note of even date herewith in favor of
the beneficiary, bearing interest at the rate of Ten (10%) per centum per annum after
date , providing for the payment of attorney's fees in case of default and being due
and payable as follows, to-wit:

Said note being due and payable in three equal annual installments of principal in
the amount of \$2,000.00 each, with the first of said installments due on or before
the 1st day of December, 1976, and one of said installments due on or before the same
date of each succeeding December thereafter until said indebtedness is paid in full,
and with each of said installments bearing ten (10) percent interest per annum, payable
annually, from date until paid, said interest being payable annually on the total
unpaid principal balance.

WHEREAS, the said grantor desires to secure the prompt payment at maturity of the aforesaid
indebtedness, as well as any extension of the same, or any part thereof, and any other or further
indebtedness in the way of future advances hereunder, or otherwise, that the grantor, or either of
them, may now or hereafter owe the beneficiary, as hereinafter provided:

NOW, THEREFORE, in consideration of the premises, and the further consideration of Ten Dol-
lars (\$10.00) cash in hand paid by the aforesaid trustee, the receipt of which is hereby acknowledged,
the grantor does hereby convey and warrant unto the said trustee, the property situated in the County of
DeSoto,

State of Mississippi, and more particularly described as follows, to-wit: The lands situated in DeSoto
County, Mississippi, and described as follows, to-wit:
The North Half of the Southeast Quarter of Section Twenty Two (22), Township Three (3),
Range Nine (9) West, containing 80 acres, more or less, and being the same lands devised
to Grantor by his father, Knowledge Sloan, by Will of record in Book 8, Page 34 of the
Will Records of DeSoto County, Mississippi, BUT SUBJECT HOWEVER to a perpetual flowage
easement held by the United States of America for purposes of Arkabutla Reservoir, as
shown by Final Judgment of U. S. District Court dated June 5, 1943, and a copy of which
is shown of record in Book 30, Page 562 of the Deed Records of DeSoto County, Mississippi.

CANCELLED BY AUTHORITY RECORDED IN BOOK
221 PAGE 25
THIS 26 DAY OF Jan 1978
H. S. Ferguson
CHANCERY CLERK

IN WITNESS WHEREOF, the said parties have hereunto set their hands and seals, at the City of Memphis, Tennessee, this _____ day of _____, 19____.

Witness my hand and seal of office, at the City of Memphis, Tennessee, this _____ day of _____, 19____.

IN WITNESS WHEREOF, the said parties have hereunto set their hands and seals, at the City of Memphis, Tennessee, this _____ day of _____, 19____.

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 3389-1-55 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 2nd day of December 1975

James Robert Sloan
James Robert Sloan

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 Robert Sloan, a single man, who ~~personally~~ acknowledged that he signed and delivered the above and foregoing deed of trust on the day and year therein mentioned.

Given under my hand and official seal, this the 2nd day of December 1975

My Commission Expires: Jan. 7, 1978
Elois M. Burke
Notary Public



STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 9 o'clock 45 minutes A M. 2 day of December 1975, and that the same has been recorded in Book 193 Page 617 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 2 day of December 1975.

Fees \$5.00 pd.

SEAL *H. P. Ferguson* CLERK

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST

Class C

STATE OF MISSISSIPPI, }
DeSoto County. }

KNOW ALL MEN BY THESE PRESENTS: That Southaven Savings & Loan Association, Assignee of Allied Mortgage & Development Company, Inc. of Southaven, Mississippi the beneficiary, does hereby certify that a certain trust deed bearing date the 22nd day of February 1960, made and executed by L. E. Walls and wife, Ola M. Walls of DeSoto County, Mississippi to the above named beneficiary, and recorded in the office of the Chancery Clerk of DeSoto County, in the State of Mississippi in Land Trust Deed Record No. 58 on page 19 of the Record of Trust Deeds, on the 22nd day of February, A. D. 1960, 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.

ATTEST:

SOUTHAVEN SAVINGS & LOAN ASSOCIATION

Marvelene McCullar
Marvelene McCullar, Asst. Secretary

By: Bruce Smythe
Bruce Smythe, President

STATE OF MISSISSIPPI, }
DeSoto County. }

Personally came and appeared before me, the undersigned authority Notary Public

in and for County and State aforesaid, Bruce Smythe & Marvelene McCullar who acknowledged that they signed and as President and Asst. Secretary for and on behalf of Southaven Savings & Loan Association delivered the above and foregoing instrument on the day and date for the purpose therein mentioned, after having been duly authorized so to do.

Given under my hand and seal of office this 20th day of June A. D. 1967.

My commission expires 10-31-70

Pat Bradley
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 9 o'clock 35 minutes A M. 2 day of December 1975, and that the same has been recorded in Book 193 Page 620 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 2 day of December 1975.

Fees \$2.50 pd.

SEAL H. P. Ferguson CLERK

USDA-FmHA
Form FmHA 427-1 MS
(Rev. 5-14-74)

Position 5

REAL ESTATE DEED OF TRUST FOR MISSISSIPPI

THIS INDENTURE, made and entered into this day, November 26, 1975
(Date)

by and between the undersigned _____

MARGARET M. CLARK, A Single Person,

residing in DeSoto County, Mississippi, whose post office
address is _____, Mississippi

grantor(s), herein called "Borrower," and _____

AARON R. GOOLSBY,

as trustee, herein called "Trustee," and the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture, beneficiary, herein called the "Government," WITNESSETH THAT:

WHEREAS, Borrower is justly indebted to the Government as evidenced by one or more certain promissory note(s) or assumption agreement(s), herein called "note" (if more than one note is described below, the word "note" as used herein shall be construed as referring to each note singly or all notes collectively, as the context may require); said note being executed by Borrower, being payable to the order of the Government in installments as specified therein, authorizing acceleration of the entire indebtedness at the option of the Government upon any default by Borrower, and being further described as follows:

<u>Date of Instrument</u>	<u>Principal Amount</u>	<u>Annual Rate of Interest</u>	<u>Due Date of Final Installment</u>
<u>November 26 1975</u>	<u>\$21,900.00</u>	<u>Nine (9)</u>	<u>Nov 26, 2008</u>

And the note evidences a loan to Borrower, and the Government, at any time, may assign the note and insure the payment thereof pursuant to the Consolidated Farm and Rural Development Act, or Title V of the Housing Act of 1949;

And it is the purpose and intent of this instrument that, among other things, at all times when the note is held by the Government, or in the event the Government should assign this instrument without insurance of the note, this instrument shall secure payment of the note; but when the note is held by an insured holder, this instrument shall not secure payment of the note or attach to the debt evidenced thereby, but as to the note and such debt shall constitute an indemnity mortgage to secure the Government against loss under its insurance contract by reason of any default by Borrower;

NOW, THEREFORE, in consideration of the loan(s), Borrower does hereby grant, bargain, sell, convey, and assign unto trustee with general warranty the following-described property situated in the State of Mississippi, County(ies) of

DeSOTO

Lot 693, Section "D", Twin Lakes Subdivision, situated in Section 6, Township 2 South, Range 8 West, DeSoto County, Mississippi, according to a map or plat thereof on file and of record in the Office of the Chancery Clerk of DeSoto County, Mississippi.

FmHA 427-1 MS (Rev. 5-14-74)

FULLY PAID AND SATISFIED 1-18-77
UNITED STATES OF AMERICA, FARMERS HOME
ADMINISTRATION BY Aaron R. Goolsby
COUNTY SUPERVISOR, PURSUANT TO AUTHORITY
CONFERRED IN 31. F. R. 14109.

H. G. Ferguson clean
by E. Miller

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, life, estate 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 8 o'clock and 40 minutes A. M. 2 day of Dec 1975 and that the same has been recorded in Book No. 193 Page 621 records of REAL ESTATE TRUST DEEDS of said County.

Page records of Trust Deeds of said County.

Witness my hand and seal this day of 19

Margaret M. Clark
Margaret M. Clark
(A Single Person)

STATE OF MISSISSIPPI
COUNTY OF DesOTO Clerk

ACKNOWLEDGMENT

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within-named MARGARET M. Clark, A Single Person,

and she his wife, 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 26th day of November, 1975.



William H. Ferguson
(Signature)

NOTARY PUBLIC
(Title)

My Commission Expires: AS COMMISSION EXPIRES 12/31/78

5.00 pd B.W.H.

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 8 o'clock 40 minutes A. M. 2 day of December 1975, and that the same has been recorded in Book 193 Page 621 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 2 day of December 1975.

Fees \$5.00 pd.

SEAL H. P. Ferguson CLERK

6-18-87
FULLY PAID AND SATISFIED
UNITED STATES OF AMERICA, FARMERS HOME
ADMINISTRATION BY *Larry L. Jester*
COUNTY SUPERVISOR, PURSUANT TO AUTHORITY
CONTAINED IN O. R. B. 14100.

H. H. Ferguson, Chancery clerk
By D. Taylor, D.C.

USDA-FmHA
Form FmHA 427-1 MS
(Rev. 5-14-74)

Partion 5

REAL ESTATE DEED OF TRUST FOR MISSISSIPPI

THIS INDENTURE, made and entered into this day, November 26, 1975,
(Date)

by and between the undersigned

RONNIE D. REEVES and wife, ROSE MARIE C. REEVES,

residing in DeSoto County, Mississippi, whose post office

address is Star Route D-106, Horn Lake, Mississippi 38637.

grantor(s), herein called "Borrower," and

AARON R. GOOLSBY,

as trustee, herein called "Trustee," and the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture, beneficiary, herein called the "Government," WITNESSETH THAT:

WHEREAS, Borrower is justly indebted to the Government as evidenced by one or more certain promissory note(s) or assumption agreement(s), herein called "note" (if more than one note is described below, the word "note" as used herein shall be construed as referring to each note singly or all notes collectively, as the context may require), said note being executed by Borrower, being payable to the order of the Government in installments as specified therein, authorizing acceleration of the entire indebtedness at the option of the Government upon any default by Borrower, and being further described as follows:

<u>Date of Instrument</u>	<u>Principal Amount</u>	<u>Annual Rate of Interest</u>	<u>Due Date of Final Installment</u>
November 26, 1975	\$23,200.00	Nine (9) Per Cent	Nov. 26, 2008

And the note evidences a loan to Borrower, and the Government, at any time, may assign the note and insure the payment thereof pursuant to the Consolidated Farm and Rural Development Act, or Title V of the Housing Act of 1949;

And it is the purpose and intent of this instrument that, among other things, at all times when the note is held by the Government, or in the event the Government should assign this instrument without insurance of the note, this instrument shall secure payment of the note; but when the note is held by an insured holder, this instrument shall not secure payment of the note or attach to the debt evidenced thereby, but as to the note and such debt shall constitute an indemnity mortgage to secure the Government against loss under its insurance contract by reason of any default by Borrower;

NOW, THEREFORE, in consideration of the loan(s), Borrower does hereby grant, bargain, sell, convey, and assign unto trustee with general warranty the following-described property situated in the State of Mississippi, County(ies) of

DeSOTO

Lot 679, Section "D", Twin Lakes Subdivision, situated in Section 6, Township 2 South, Range 8 West, DeSoto County, Mississippi, according to a map or plat thereof on file and of record in the Office of the Chancery Clerk of DeSoto County, Mississippi, in Plat Book 10, Pages 32 and 33.

together with all rights, interests, easements, hereditaments and appurtenances therunto belonging, the rents, issues, and profits thereof and revenues and income therefrom, all improvements and personal property now or later attached thereto or reasonably necessary to the use thereof, including, but not limited to, ranges, refrigerators, clothes washers, clothes dryers, or carpeting purchased or financed in whole or in part with loan funds, all water, water rights, and water stock pertaining thereto, and all payments at any time owing to Borrower by virtue of any sale, lease, transfer, conveyance, or condemnation of any part thereof or interest therein all of which are herein called "the property".

IN TRUST, NEVERTHELESS, (a) at all times when the note is held by the Government, or in the event the Government should assign this instrument without insurance of the payment of the note, to secure prompt payment of the note and any renewals and extensions thereof and any agreements contained therein, including any provision for the payment of an insurance or other charge, (b) at all times when the note is held by an insured holder, to secure performance of Borrower's agreement herein to indemnify and save harmless the Government against loss under its insurance contract by reason of any default by Borrower, and (c) in any event and at all times to secure the prompt payment of all advances and expenditures made by the Government, with interest, as hereinafter described, and the performance of every covenant and agreement of Borrower contained herein or in any supplementary agreement.

BORROWER for himself, his heirs, executors, administrators, successors and assigns COVENANTS AND AGREES as follows:

(1) To pay promptly when due any indebtedness to the Government hereby secured and to indemnify and save harmless the Government against any loss under its insurance of payment of the note by reason of any default by Borrower. At all times when the note is held by an insured holder, Borrower shall continue to make payments on the note to the Government, as collection agent for the holder.

(2) To pay to the Government such fees and other charges as may now or hereafter be required by regulations of the Farmers Home Administration.

(3) If required by the Government, to make additional monthly payments of 1/12 of the estimated annual taxes, assessments, insurance premiums and other charges upon the mortgaged premises.

(4) Whether or not the note is insured by the Government, the Government may at any time pay any other amounts required herein to be paid by Borrower and not paid by him when due, as well as any costs and expenses for the preservation, protection, or enforcement of this lien, as advances for the account of Borrower. All such advances shall bear interest at the rate borne by the note which has the highest interest rate.

(5) All advances by the Government as described in this instrument, with interest, shall be immediately due and payable by Borrower to the Government without demand at the place designated in the latest note and shall be secured hereby. No such advance by the Government shall relieve Borrower from breach of his covenant to pay. Any payment made by Borrower may be applied on the note or any indebtedness to the Government secured hereby, in any order the Government determined.

(6) To use the loan evidenced by the note solely for purposes authorized by the Government.

(7) To pay when due all taxes, liens, judgments, encumbrances, and assessments lawfully attaching to or assessed against the property, including all charges and assessments in connection with water, water rights, and water stock pertaining to or reasonably necessary to the use of the real property described above, and promptly deliver to the Government without demand receipts evidencing such payments.

(8) To keep the property insured as required by and under insurance policies approved by, delivered to, and retained by the Government.

(9) To maintain improvements in good repair and make repairs required by the Government; operate the property in a good and husbandmanlike manner; comply with such farm conservation practices and farm and home management plans as the Government from time to time may prescribe; and not to abandon the property, or cause or permit waste, lessening or impairment of the security covered hereby, or, without the written consent of the Government, cut, remove, or lease any timber, gravel, oil, gas, coal, or other minerals except as may be necessary for ordinary domestic purposes.

(10) To comply with all laws, ordinances, and regulations affecting the property.

(11) To pay or reimburse the Government for expenses reasonably necessary or incidental to the protection of the lien priority hereof and to the enforcement of or the compliance with the provisions hereof and of the note and any supplementary agreement (whether before or after default), including but not limited to costs of evidence of title to and survey of the property, costs of recording this and other instruments, attorneys' fees, trustees' fees, court costs, and expenses of advertising, selling, and conveying the property.

(12) Neither the property nor any portion thereof or interest therein shall be leased, assigned, sold, transferred, or encumbered, voluntarily or otherwise, without the written consent of the Government. The Government shall have the sole and exclusive rights as mortgagee hereunder, including but not limited to the power to grant consents, partial releases, subordinations, satisfaction, and no insured holder shall have any right, title or interest in or to the lien or any benefits hereof.

(13) At all reasonable times the Government and its agents may inspect the property to ascertain whether the covenants and agreements contained herein or in any supplementary agreement are being performed.

(14) The Government may extend and defer the maturity of and renew and reamortize the debt evidenced by the note or any indebtedness to the Government secured hereby, release from liability to the Government any party so liable thereon, release portions of the property from and subordinate the lien hereof, and waive any other rights hereunder, without affecting the lien or priority hereof or the liability to the Government of Borrower or any other party for payment of the note or indebtedness secured hereby except as specified by the Government in writing.

(15) If at any time it shall appear to the Government that Borrower may be able to obtain a loan from a production credit association, a Federal land bank, or other responsible cooperative or private credit source, at reasonable rates and terms for loans for similar purposes and periods of time, Borrower will, upon the Government's request, apply for and accept such loan in sufficient amount to pay the note and any indebtedness secured hereby and to pay for any stock necessary to be purchased in a cooperative lending agency in connection with such loan.

(16) The power to appoint a substitute trustee is hereby granted to the Government and its assigns, to be exercised at any time hereafter, without notice and without specifying any reason therefor, by filing for record in the office where this instrument is recorded an instrument of appointment, whereupon the substitute trustee shall succeed to all the estates, rights, powers, and trusts herein granted to or vested in Trustee, and the former trustee or substitute trustee shall be divested thereof; and notice of the exercise of this power and any requirement of, or right to require, a bond from any trustee hereunder, are hereby waived.

(17) Default hereunder shall constitute default under any other real estate, or under any personal property or other, security instrument held or insured by the Government and executed or assumed by Borrower, and default under any such other security instrument shall constitute default hereunder.

(18) SHOULD DEFAULT occur in the performance or discharge of any obligation in this instrument or secured by this instrument, or should any one of the parties named as Borrower die or be declared an incompetent, a bankrupt, or an insolvent, or make an assignment for the benefit of creditors, the Government, at its option, with or without notice, may: (a) declare the entire amount unpaid under the note and any indebtedness to the Government hereby secured immediately due and payable, (b) for the account of Borrower incur and pay reasonable expenses for repair or maintenance of and take possession of, operate or rent the property, (c) upon application by it and production of this instrument, without other evidence and without notice of hearing of said application have a receiver appointed for the property, with the usual powers of receivers in like cases, and (d) authorize and request Trustee to foreclose this instrument and sell the property as provided by law.

(19) Upon default aforesaid, at the request of the Government, Trustee may foreclose this instrument by advertisement and sale of the property as provided by law, for cash or secured credit at the option of the Government, personal notice of which sale need not be served on Borrower; such sale may be adjourned from time to time without other notice than oral proclamation at the time and place appointed for such sale and correction made on the posted notices; and at such sale the Government and its agents may bid and purchase as a stranger; Trustee at his option may conduct such sale without being personally present, through his delegate authorized by him for such purpose orally or in writing, and Trustee's execution of a conveyance of the property or any part thereof to any purchaser at foreclosure sale shall be conclusive evidence that the sale was conducted by Trustee personally or through his delegate duly authorized in accordance herewith. If the property is situated in two or more counties, the sale may be held in any one of such counties selected by the Government in its sole discretion.

(20) The proceeds of foreclosure sale shall be applied in the following order to the payment of: (a) costs and expenses incident to enforcing or complying with the provisions hereof, (b) any prior liens required by law or a competent court to be so paid, (c) the debt evidenced by the note and all indebtedness to the Government secured hereby, (d) inferior liens of record required by law or a competent court to be so paid, (e) at the Government's option, any other indebtedness of Borrower owing to or insured by the Government, and (f) any balance to Borrower. In case the Government is the successful bidder at foreclosure or other sale of all or any part of the property, the Government may pay its share of the purchase price by crediting such amount on any debts of Borrower owing to or insured by the Government, in the order proscribed above.

(21) All powers and agencies granted in this instrument are coupled with an interest and are irrevocable by death or otherwise; and the rights and remedies provided in this instrument are cumulative to remedies provided by law.

(22) Borrower recognizes that, pursuant to Federal law, the Government will not be bound by any present or future State laws, (a) providing for valuation, appraisal, homestead or exemption of the property, (b) prohibiting maintenance of an action for a deficiency judgment or limiting the amount thereof or the time within which such action must be brought, (c) prescribing any other statute of limitations, (d) allowing any right of redemption or possession following any foreclosure sale, or (e) limiting the conditions which the Government may by regulation impose, including the interest rate it may charge, as a condition of approving a transfer of the property to a new Borrower. Borrower expressly waives the benefit of any such State laws. Borrower hereby relinquishes, waives, and conveys all rights, inchoate or consummate, of descent, dower, and curtesy.

(23) If any part of the loan for which this instrument is given shall be used to finance the purchase, construction or repair of property to be used as an owner-occupied dwelling (a) neither he nor anyone authorized to act for him will, after receipt of a bona fide offer, refuse to negotiate for its sale or rental, or will otherwise make unavailable or deny said property, to anyone because of race, color, religion or national origin and (b) Borrower recognizes as illegal and hereby disclaims and will not comply with or attempt to enforce any restrictive covenants on said property relating to race, color, religion or national origin.

(24) This instrument shall be subject to the present regulations of the Farmers Home Administration, and to its future regulations not inconsistent with the express provisions hereof.

(25) Notices given hereunder shall be sent by certified mail, unless otherwise required by law, addressed, unless and until some other address is designated in a notice so given in the case of the Government to Farmers Home Administration, United States Department of Agriculture, at Jackson, Mississippi 39201, and in the case of Borrower to him at his post office address stated above.

(26) If any provision of this instrument or application thereof to any person or circumstances is held invalid, such invalidity will not affect other provisions or applications of the instrument which can be given effect without the invalid provision or application, and to that end the provisions hereof are declared to be severable.

STATE OF MISSISSIPPI, DeSOTO COUNTY

I certify that the within instrument was filed for record at 8 o'clock and 30 minutes A. M. 2 day of December, 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 STATE OF MISSISSIPPI _____ 19____
 COUNTY OF DeSOTO Clerk

Ronnie D. Reeves
 Ronnie D. Reeves
Rose Marie C. Reeves
 Rose Marie C. Reeves

ACKNOWLEDGMENT

Personally appeared before me, the undersigned, a _____ Notary Public in and for said County and State, the within-named RONNIE D. REEVES and ROSE MARIE C. 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 official seal this 26th day of November, 1975.



William H. Ferguson
 (Signature)

 NOTARY PUBLIC
 (Title)

5.00 pd. D. Wick

STATE OF MISSISSIPPI, DeSOTO COUNTY

I certify that the within instrument was filed for record at 8 o'clock 30 minutes A. M. 2 day of December, 1975, and that the same has been recorded in Book 193 Page 625 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 2 day of December, 1975.

Fees \$ 5.00 pd.

SEAL H. P. Ferguson, CLERK

Pat 69
Partial Release of this Instrument Recorded in
Real Estate TID Book
261 Page 699
4 day of August 19 80
W. E. Davis

FULLY PUBLISHED
UNITED STATES OF AMERICA
ADMINISTRATION BY
COUNTY SUPERVISOR PURSUANT TO AUTHORITY
DECEASED IN N. F. & L.A.S.
W. E. Davis
by N. M. Mchombi

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, December 2, 1975
(Date)

by and between the undersigned Tommie Lee Herriweather and wife, Irene W. Herriweather

residing in DeSoto County, Mississippi, whose post office

address is 277 Ferry, Hernando, Mississippi 38632

grantor(s), herein called "Borrower," and Aaron B. Gooley

as trustee, herein called "Trustee," and the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture, beneficiary, herein called the "Government," WITNESSETH THAT:

WHEREAS, Borrower is justly indebted to the Government as evidenced by one or more certain promissory note(s) or assumption agreement(s), herein called "note" (if more than one note is described below, the word "note" as used herein shall be construed as referring to each note singly or all notes collectively, as the context may require), said note being executed by Borrower, being payable to the order of the Government in installments as specified therein, authorizing acceleration of the entire indebtedness at the option of the Government upon any default by Borrower, and being further described as follows:

<u>Date of Instrument</u>	<u>Principal Amount</u>	<u>Annual Rate of Interest</u>	<u>Due Date of Final Installment</u>
December 2, 1975	\$1,990.00	1 %	December 2, 1995

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

TRACT I

Part of Lot 69 as shown by the official Plat of the Town of Hernando on file in the Office of the Chancery Clerk of said County in Section 18, Township 3, Range 7 described as beginning at the southwest corner of Town Lot 69 in said Section 18; thence north 5 degrees 23 minutes west along the west line of said lot 171.81 feet to the south line of the Flinn lot; thence North 83 degrees 15 minutes east along the south line of said Flinn lot 54.15 feet to an iron pin; thence south 5 degrees 23 minutes east 172.75 feet to an iron pin in the south line of said lot 69; thence south 84 degrees 15 minutes west along the south line of said lot 69 a distance of 54.15 feet to the point of beginning. All bearings are magnetic as shown by the survey of J. E. Lauderdale, C. E. dated August 19, 1967.

TRACT II

One lot in Section Eighteen (18), Township Three (3), Range Seven (7) West described as beginning at a point 100 feet North of the Southwest corner of the North Half of Lot 69, running thence North 50 feet; thence East to the Eastern boundary line of the North Half of the West Half of said Lot No. 69; thence South 50 feet along said eastern boundary line to a point; thence West to the point of beginning, and being the same land conveyed to Lonnie Parter, et ux, to J. L. Kilgore by Warranty Deed dated April 9, 1958, recorded in Book 48, page 575, of the deed records of DeSoto County, Mississippi.

together with all rights, interests, easements, hereditaments and appurtenances thereunto belonging, the rents, issues, and profits thereof and revenues and income therefrom, all improvements and personal property now or later attached thereto or reasonably necessary to the use thereof, including, but not limited to, ranges, refrigerators, clothes washers, clothes dryers, or carpeting purchased or financed in whole or in part with loan funds, all water, water rights, and water stock pertaining thereto, and all payments at any time owing to Borrower by virtue of any sale, lease, transfer, conveyance, or condemnation of any part thereof or interest therein-all of which are herein called "the property";

IN TRUST, NEVERTHELESS, (a) at all times when the note is held by the Government, or in the event the Government should assign this instrument without insurance of the payment of the note, to secure prompt payment of the note and any renewals and extensions thereof and any agreements contained therein, including any provision for the payment of an insurance or other charge, (b) at all times when the note is held by an insured holder, to secure performance of Borrower's agreement herein to indemnify and save harmless the Government against loss under its insurance contract by reason of any default by Borrower, and (c) in any event and at all times to secure the prompt payment of all advances and expenditures made by the Government, with interest, as hereinafter described, and the performance of every covenant and agreement of Borrower contained herein or in any supplementary agreement.

BORROWER for himself, his heirs, executors, administrators, successors and assigns COVENANTS AND AGREES as follows:

- (1) To pay promptly when due any indebtedness to the Government hereby secured and to indemnify and save harmless the Government against any loss under its insurance of payment of the note by reason of any default by Borrower. At all times when the note is held by an insured holder, Borrower shall continue to make payments on the note to the Government, as collection agent for the holder.
- (2) To pay to the Government such fees and other charges as may now or hereafter be required by regulations of the Farmers Home Administration.
- (3) If required by the Government, to make additional monthly payments of 1/12 of the estimated annual taxes, assessments, insurance premiums and other charges upon the mortgaged premises.
- (4) Whether or not the note is insured by the Government, the Government may at any time pay any other amounts required herein to be paid by Borrower and not paid by him when due, as well as any costs and expenses for the preservation, protection, or enforcement of this lien, as advances for the account of Borrower. All such advances shall bear interest at the rate borne by the note which has the highest interest rate.
- (5) All advances by the Government as described in this instrument, with interest, shall be immediately due and payable by Borrower to the Government without demand at the place designated in the latest note and shall be secured hereby. No such advance by the Government shall relieve Borrower from breach of his covenant to pay. Any payment made by Borrower may be applied on the note or any indebtedness to the Government secured hereby, in any order the Government determined.
- (6) To use the loan evidenced by the note solely for purposes authorized by the Government.

(7) To pay when due all taxes, liens, judgments, encumbrances, and assessments lawfully attaching to or assessed against the property, including all charges and assessments in connection with water, water rights, and water stock pertaining to or reasonably necessary to the use of the real property described above, and promptly deliver to the Government without demand receipts evidencing such payments.

(8) To keep the property insured as required by and under insurance policies approved by, delivered to, and retained by the Government.

(9) To maintain improvements in good repair and make repairs required by the Government; operate the property in a good and husbandmanlike manner; comply with such farm conservation practices and farm and home management plans as the Government from time to time may prescribe; and not to abandon the property, or cause or permit waste, lessening or impairment of the security covered hereby, or, without the written consent of the Government, cut, remove, or lease any timber, gravel, oil, gas, coal, or other minerals except as may be necessary for ordinary domestic purposes.

(10) To comply with all laws, ordinances, and regulations affecting the property.

(11) To pay or reimburse the Government for expenses reasonably necessary or incidental to the protection of the lien priority hereof and to the enforcement of or the compliance with the provisions hereof and of the note and any supplementary agreement (whether before or after default), including but not limited to costs of evidence of title to and survey of the property, costs of recording this and other instruments, attorneys' fees, trustees' fees, court costs, and expenses of advertising, selling, and conveying the property.

(12) Neither the property nor any portion thereof or interest therein shall be leased, assigned, sold, transferred, or encumbered, voluntarily or otherwise, without the written consent of the Government. The Government shall have the sole and exclusive rights as mortgagee hereunder, including but not limited to the power to grant consents, partial releases, subordinations, satisfaction, and no insured holder shall have any right, title or interest in or to the lien or any benefits hereof.

(13) At all reasonable times the Government and its agents may inspect the property to ascertain whether the covenants and agreements contained herein or in any supplementary agreement are being performed.

(14) The Government may extend and defer the maturity of and renew and reamortize the debt evidenced by the note or any indebtedness to the Government secured hereby, release from liability to the Government any party so liable thereon, release portions of the property from and subordinate the lien hereof, and waive any other rights hereunder, without affecting the lien or priority hereof or the liability to the Government of Borrower or any other party for payment of the note or indebtedness secured hereby except as specified by the Government in writing.

(15) If at any time it shall appear to the Government that Borrower may be able to obtain a loan from a production credit association, a Federal land bank, or other responsible cooperative or private credit source, at reasonable rates and terms for loans for similar purposes and periods of time, Borrower will, upon the Government's request, apply for and accept such loan in sufficient amount to pay the note and any indebtedness secured hereby and to pay for any stock necessary to be purchased in a cooperative lending agency in connection with such loan.

(16) The power to appoint a substitute trustee is hereby granted to the Government and its assigns, to be exercised at any time hereafter, without notice and without specifying any reason therefor, by filing for record in the office where this instrument is recorded an instrument of appointment, whereupon the substitute trustee shall succeed to all the estates, rights, powers, and trusts herein granted to or vested in Trustee, and the former trustee or substitute trustee shall be divested thereof; and notice of the exercise of this power and any requirement of, or right to require, a bond from any trustee hereunder, are hereby waived.

(17) Default hereunder shall constitute default under any other real estate, or under any personal property or other, security instrument held or insured by the Government and executed or assumed by Borrower, and default under any such other security instrument shall constitute default hereunder.

(18) SHOULD DEFAULT occur in the performance or discharge of any obligation in this instrument or secured by this instrument, or should any one of the parties named as Borrower die or be declared an incompetent, a bankrupt, or an insolvent, or make an assignment for the benefit of creditors, the Government, at its option, with or without notice, may: (a) declare the entire amount unpaid under the note and any indebtedness to the Government hereby secured immediately due and payable, (b) for the account of Borrower incur and pay reasonable expenses for repair or maintenance of and take possession of, operate or rent the property, (c) upon application by it and production of this instrument, without other evidence and without notice of hearing of said application have a receiver appointed for the property, with the usual powers of receivers in like cases, and (d) authorize and request Trustee to foreclose this instrument and sell the property as provided by law.

(19) Upon default aforesaid, at the request of the Government, Trustee may foreclose this instrument by advertisement and sale of the property as provided by law, for cash or secured credit at the option of the Government, personal notice of which sale need not be served on Borrower; such sale may be adjourned from time to time without other notice than oral proclamation at the time and place appointed for such sale and correction made on the posted notices; and at such sale the Government and its agents may bid and purchase as a stranger; Trustee at his option may conduct such sale without being personally present, through his delegate authorized by him for such purpose orally or in writing, and Trustee's execution of a conveyance of the property or any part thereof to any purchaser at foreclosure sale shall be conclusive evidence that the sale was conducted by Trustee personally or through his delegate duly authorized in accordance herewith. If the property is situated in two or more counties, the sale may be held in any one of such counties selected by the Government in its sole discretion.

(20) The proceeds of foreclosure sale shall be applied in the following order to the payment of: (a) costs and expenses incident to enforcing or complying with the provisions hereof, (b) any prior liens required by law or a competent court to be so paid, (c) the debt evidenced by the note and all indebtedness to the Government secured hereby, (d) inferior liens of record required by law or a competent court to be so paid, (e) at the Government's option, any other indebtedness of Borrower owing to or insured by the Government, and (f) any balance to Borrower. In case the Government is the successful bidder at foreclosure or other sale of all or any part of the property, the Government may pay its share of the purchase price by crediting such amount on any debts of Borrower owing to or insured by the Government, in the order prescribed above.

(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 1 o'clock and 30 minutes P. M. 2nd day of December 1975 and that the same has been recorded in Book No. 193 Page 629 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this 2 day of December 1975 at DeSOTO COUNTY OF MISSISSIPPI Clerk

Larry Lee Merriweather
Tommie Lee Merriweather

Irene W. Merriweather
Irene W. Merriweather

as: ACKNOWLEDGMENT

Personally appeared before me, the undersigned, Chambers Clark in and for said County and State, the within-named Tommie Lee Merriweather and Irene W. Merriweather, his wife, who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and official seal this 2nd day of December, 1975.



W. D. Ferguson
Chambers Clark (Signature)
Notary Public (Title)
W. D. Ferguson, D.C.

My Commission Expires:

return to chambers
5.00 P

STATE OF MISSISSIPPI, DeSOTO COUNTY

I certify that the within instrument was filed for record at 1 o'clock 30 minutes P. M. 2 day of December 1975, and that the same has been recorded in Book 193 Page 629 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 2 day of December 1975.

Fees \$ 5.00 pd.

SEAL W. D. Ferguson CLERK

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST

Class C

STATE OF MISSISSIPPI, }
DeSoto County. }

KNOW ALL MEN BY THESE PRESENTS: That PLANTERS BANK
of Tunica, Mississippi, the beneficiary, does hereby certify that a certain trust deed
bearing date the 22nd day of March 19 74, made and executed by WILLIE F. SNEED
and wife, JESLYN W. SNEED ~~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 173 on page 58
of the Record of Trust Deeds, on the 22nd 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.

By PLANTERS BANK
Tunica, Mississippi
[Signature]
(Name) President (Title)

STATE OF MISSISSIPPI, }
~~DeSoto~~ County. of Tunica }

Personally came and appeared before me, the undersigned authority, a Notary Public,
(Name) H. D. Holmes, Jr., the (Title) President of
in and for County and State aforesaid, PLANTERS BANK, Tunica, 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 25th day of July November A. D. 19 75.



[Signature]
NOTARY PUBLIC

My Commission Expires: Jan. 22, 1978

LAWRENCE-GREENWOOD 87844

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 8 o'clock
30 minutes A. M. 2 day of December 1975, and that the same has been
recorded in Book 193 Page 633 records of REAL ESTATE TRUST DEEDS
of said County.

Witness my hand and seal this the 2 day of December 1975.

Fees \$ 2.50 pd.

SEAL *[Signature]* CLERK

634

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST

Class C

STATE OF MISSISSIPPI, }
DeSoto County. } ss.

KNOW ALL MEN BY THESE PRESENTS: That SECURITY BANK OF SOUTHAVEN

XX the beneficiary, does hereby certify that a certain trust deed bearing date the 11th day of July 19 75, made and executed by RONALD W. REED and wife, JUDY F. REED, 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. 188 on page 35 of the Record of Trust Deeds, on the 16th day of July, A. D. 19 75, is now fully paid and satisfied; and I do hereby authorize the Clerk of the Chancery Court of said DeSoto County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of said County also as provided by law.

SECURITY BANK OF SOUTHAVEN

By: [Signature]
(Name) (Title)

STATE OF MISSISSIPPI, }
DeSoto County. } ss.

Personally came and appeared before me, the undersigned authority a Notary Public (Name) E. L. McKenzie, the (Title) President in and for County and State aforesaid, / of SECURITY BANK OF SOUTHAVEN 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 25th day of November A. D. 19 75.

Patricia W. Bland

My Commission Expires: 6-14-79 NOTARY PUBLIC

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 8 o'clock 30 minutes A. M. 2 day of December 1975, and that the same has been recorded in Book 193 Page 634 records of REAL ESTATE TRUST DEEDS of said County.

Witness my hand and seal this the 2 day of December 1975.
Fees \$ 2.50 pd.

SEAL [Signature] CLERK