

H. B. Ferguson
CHANCERY CLERK

FORM NO. 1581 REV. 1/75

PRINTED MATTER—1487 WORDS

DEED OF TRUST

225486-01

STATE OF MISSISSIPPI,
COUNTY OF DESOTO

WHEREAS, WILLIAM C. HOPPER, JR. and wife, ANN M. HOPPER

IS/ARE INDEBTED TO THE FEDERAL LAND BANK OF NEW ORLEANS, HEREINAFTER CALLED BENEFICIARY,

IN THE SUM OF Twenty One Thousand Dollars (\$21,000.00)

DOLLARS, AS EVIDENCED

BY A PROMISSORY NOTE OF EVEN DATE HEREWITH, PAYABLE TO THE ORDER OF THE FEDERAL LAND BANK OF NEW ORLEANS IN INSTALLMENTS WITH INTEREST ACCORDING TO THE TERMS OF SAID NOTE, THE LAST INSTALLMENT BEING DUE AND PAYABLE ON

THE 1st DAY OF November 1975

NOW, THEREFORE, TO SECURE THE PAYMENT OF SAID INDEBTEDNESS, ATTORNEY'S FEES AND THE PERFORMANCE OF COVENANTS AND AGREEMENTS HEREIN MADE,

WILLIAM C. HOPPER, JR. and wife, ANN M. HOPPER

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:

29.9 acres, more or less, described as BEGINNING at an iron pin in the east line of Section 35, Township 1 South, Range 8 West, said pin being 647.1 feet north of the southeast corner of said Section 35; thence north 84 degrees 38 minutes west 2581.5 feet to a stake in the east line of U. S. Highway No. 51; thence north 2 degrees, 50 minutes west with the east line of said Highway 511.9 feet to the south line of Hopper Drive (50 feet wide); thence south 84 degrees 21 minutes east with the south line of Hopper Drive 319.0 feet to an iron pin in the northeast corner of Lot 1 of Hopper Country Acres Subdivision, Section A, as recorded in Plat Book 3, Page 11, in the office of the Chancery Clerk; thence south 2 degrees 10 minutes east with the west line of Lot No. 1, a distance of 210.0 feet to an iron pin; thence south 84 degrees 21 minutes east with the south line of said lot 107.0 feet to a stake; thence with the south line of Lots 1 and 2 in said Subdivision north 85 degrees 15 minutes east 214.4 feet to a stake; thence continuing with the south line of Lots 2, 3, 4, and 5 in said Subdivision south 84 degrees 38 minutes east 728.6 feet to an iron pin in the southeast corner of Lot 5; thence with the east line of Lot 5 north 2 degrees 10 minutes west 210 feet to an iron pin in the south line of Hopper Drive; thence with the south line of Hopper Drive north 84 degrees 38 minutes east 77 feet to a point; thence north 2 degrees 10 minutes west 50 feet to the south-east corner of Lot 7 in said Subdivision; thence with the east line of Lot 7 north 2 degrees 10 minutes west 207.6 feet to an iron pin in the north line of the Hopper Tract; thence north 84 degrees 38 minutes east 1101.9 feet to an iron pin in the east line of said Section 35 (the north-east corner of the Hopper Tract); thence with the section line south 5 degrees 04 minutes east 664.2 feet to the point of beginning, and containing in all 29.9 acres, more or less.

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, BY 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 FARMER-LIKE 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 MORTGAGES, AS PROVIDED FOR HEREIN, SHALL, FROM THE DATE DUE, BEAR INTEREST AT THE RATE OF TEN (10%) PER ANNUM.

9. THAT BENEFICIARY MAY AT ANY TIME, WITHOUT NOTICE, RELEASE ANY OF THE PROPERTY DESCRIBED HEREIN, GRANT EXTENSIONS OR DEFERMENTS OF TIME OF PAYMENT OF THE INDEBTEDNESS SECURED HEREBY, OR ANY PART THEREOF, OR RELEASE FROM LIABILITY ANY PARTIES WHO ARE OR MAY BECOME LIABLE FOR THE PAYMENT OF SAID INDEBTEDNESS, WITHOUT AFFECTING THE PRIORITY OF THIS LIEN OR THE PERSONAL LIABILITY OF THE GRANTOR OR ANY OTHER PARTY LIABLE OR WHO MAY BECOME LIABLE FOR THE INDEBTEDNESS SECURED BY THIS INSTRUMENT.

10. THIS INSTRUMENT AND THE NOTE SECURED HEREBY ARE SUBJECT TO THE FARM CREDIT ACT OF 1971 AND ALL ACTS AMENDATORY THEREOF OR SUPPLEMENTARY THEREOF, 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 FOR ANY ONE OF THEM FAIL TO ABIDE BY OR PERFORM ANY OF THE AGREEMENTS CONTAINED HEREIN, BECOME INSOLVENT, BE ADJUDICATED A BANKRUPT, OR MADE DEPENDANT IN A BANKRUPTCY OR RECEIVERSHIP PROCEEDING, THEN, IN ANY SUCH EVENT, BENEFICIARY MAY, AT ITS OPTION, DECLARE ALL INDEBTEDNESS SECURED HEREBY IMMEDIATELY DUE AND PAYABLE, AND THE TRUSTEE, AT THE REQUEST OF THE BENEFICIARY, SHALL SELL SAID PROPERTY EITHER AS A WHOLE OR IN PARCELS, AT HIS ELECTION, THE PROVISIONS OF SECTION 89-1-51, MISSISSIPPI CODE OF 1972, AND SECTION 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 NEWS-PAPER IS THEN PUBLISHED IN SAID COUNTY IN A NEWSPAPER HAVING GENERAL CIRCULATION THEREIN, FOR THREE CONSECUTIVE WEEKS PRECEDING THE DATE OF SALE, AND BY POSTING ONE NOTICE AT THE COURTHOUSE OF SAID COUNTY FOR SAID TIME.

IN CASE THE REAL ESTATE HEREIN DESCRIBED IS SITUATED IN MORE THAN ONE COUNTY, OR IN MORE THAN ONE JUDICIAL DISTRICT OF A COUNTY OR COUNTIES, A FORECLOSURE SALE OF ALL OF SAID REAL ESTATE MAY BE MADE IN ANY ONE OF THE COUNTIES OR JUDICIAL DISTRICTS IN WHICH ANY PART THEREOF IS SITUATED, AFTER GIVING NOTICE OF THE TIME, PLACE, AND TERMS OF SALE IN THE MANNER ABOVE DESCRIBED IN EACH COUNTY AND JUDICIAL DISTRICT IN WHICH ANY PART OF SAID LAND LIES.

IN THE EVENT OF FORECLOSURE THE PROCEEDS SHALL BE APPLIED (1) TOWARDS PAYMENT OF THE EXPENSE OF EXECUTING THIS TRUST, INCLUDING A REASONABLE TRUSTEE'S FEE AND A REASONABLE ATTORNEY'S FEE (BOTH OF WHICH FEES SHALL ACCRUE IMMEDIATELY UPON INSTRUCTIONS BEING MAILED OR OTHERWISE DIRECTED TO THE TRUSTEE TO FORECLOSE), (2) TOWARD LIQUIDATION OF THE INDEBTEDNESS SECURED HEREBY, AND (3) ANY BALANCE SHALL BE PAID TO THE GRANTOR OR PERSONS ENTITLED THERETO.

WITNESS THE SIGNATURE OF GRANTOR, THIS 28th DAY OF February 1976

William C. Hopper, Jr.
Ann M. Hopper

STATE OF MISSISSIPPI }
COUNTY OF Hinds }

BEFORE ME, THE UNDERSIGNED AUTHORITY IN AND FOR SAID COUNTY IN SAID STATE, THIS DAY PERSONALLY APPEARED THE WITHIN NAMED WILLIAM C. HOPPER, JR., AND WIFE, ANN M. HOPPER,

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 28th DAY OF February 1976

(SEAL)

MY COMMISSION EXPIRES 11-5-79

Billy W. Bishop
Notary Public
(OFFICIAL CAPACITY)

STATE OF _____ }
COUNTY OF _____ }

BEFORE ME, THE UNDERSIGNED AUTHORITY IN AND FOR SAID COUNTY IN SAID STATE, THIS DAY PERSONALLY APPEARED THE WITHIN NAMED _____

WHO ACKNOWLEDGED THAT _____ SIGNED AND DELIVERED THE FOREGOING INSTRUMENT ON THE DAY AND YEAR THEREIN MENTIONED.

GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS _____ DAY OF _____ 19____

(SEAL)

MY COMMISSION EXPIRES _____

(OFFICIAL CAPACITY)

CERTIFICATE OF CLERK

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 4 o'clock 10 minutes P. M. 3 day of March 1976, and that the same has been recorded in Book 197 Page 1 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 4 day of March 1976.

Fees \$ 5.00 pd.

SEAL H. P. Ferguson CLERK

with
5.00pd
fernando

POWER OF ATTORNEY TO CLERK

FORM 7—

DESOTO

To the Clerk of the Chancery Court of Tunica County, Mississippi.

You are hereby authorized and directed to satisfy and cancel of record the following deed of trust, to-wit: One executed by EDWARD L. WHITTEN and wife, ANN YATES WHITTEN, for the use and benefit of BANK OF WALLS-Branch Office of Tunica County Bank, dated the 21st day of October, 19 69 and recorded in mortgage record book No. 113 Page 252 of the records in your office.

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

Witness my hand this 1st day of March, 19 76

Bank of Walls-Branch Office of Tunica County Bank
By *O'Dell A. Sanders* President

STATE OF Miss

COUNTY OF Desoto

Personally appeared before me

a Notary Public in and for said county and state *O'Dell A. Sanders* President of BANK OF WALLS-Branch Office of Tunica County Bank,

who acknowledged that he signed and delivered the foregoing instrument as a voluntary act and deed on the day and year therein mentioned, as the act and deed of said bank, he being authorized so to do.

Witness my hand and official seal this the 1st day of March, 19 1976

Marshall A. Russell

My Commission Expires Nov. 3, 1978

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 3 o'clock 50 minutes P. M. 3 day of March 1976, and that the same has been recorded in Book 197 Page 4 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 4 day of March 1976.

Fees \$ 2.50 pd.

SEAL *H. P. Ferguson* CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK
344 Page 710
THE 13 Aug 1985
H. O. Ferguson
CHANCERY CLERK D.S.

Subordination Agreement
of this Instrument Recorded in
Real Estate TID Book
No. 198 Page 231
This 8 day of April 1976
H. O. Ferguson Clerk

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

DEED OF TRUST LAND

THIS INDENTURE, this day made and entered into between

EDWARD LEE WHITTEN, SR. and wife, ANN YATES WHITTEN,

of the first part, hereinafter designated as the Grantor,

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

BANK OF WALLS - Branch Office of Tunica County Bank,

of the third part, hereinafter designated as the Beneficiary.

WITNESSETH: That whereas the Grantor is justly indebted to the beneficiary in the full sum of TWENTY-NINE THOUSAND NINE HUNDRED AND NO/100 - - - - - DOLLARS (\$29,900.00) evidenced by one (1) promissory note of even date herewith in favor of the beneficiary, bearing interest at the rate of 8-1/2- per centum per - - - - - annum after date , providing for the payment of attorney's fees in case of default and being due and payable as follows, to-wit:

On or before one (1) year from date.

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

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

County of DeSoto,

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

(See next page.)

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TRACT I: 58 Acres, more or less, in the North Part of Section 35, Township 3 South, Range 8 West, DeSoto County, Mississippi, described as:

BEGINNING at the Northwest Corner of the said Section 35; thence along the East side of Robertson Road a distance of 542.3 feet to a point; thence East 5,330 feet to a point in the East section-line of Section; thence North 542.3 feet, more or less, to the Northeast Corner of said Section 35; thence West 5,330 feet to the Point of Beginning;

LESS AND EXCEPT: The West 18 Acres of the above-described tract.

TRACT II: Lot No. 3, Mussacuna Plantation, Section 26, Township 3 South, Range 8 West, DeSoto County, Mississippi, more particularly described as:

Signed for
Identification:
Edward Lee Whitten, Sr.
Edward Lee Whitten, Sr.

BEGINNING at the Northeast Corner of the Southeast Quarter of the said Section 26; thence South 89° 48' 19" West 715.05 feet to the Point of Beginning; thence South 0° 00' 00" West 200.00 feet; thence North 89° 48' 19" East 330.00 feet; thence South 23° 31' 46" East 438.36 feet; thence South 0° 00' 00" West 488.74 feet; thence North 57° 51' 14" West 569.58 feet; thence South 89° 48' 19" West 604.95 feet; thence South 0° 00' 00" West 1,160.00 feet; thence North 89° 48' 19" East 1,319.55 feet; thence South 0° 00' 00" West 660.00 feet to a point, said point being the Southeast Corner of Section 26, Township 3 South, Range 8 West; thence South 89° 48' 19" West 2,639.10 feet; thence North 0° 00' 00" East 2,640.00 feet; thence North 89° 48' 19" East 1,924.05 feet to the Point of Beginning and containing 121.38 Acres, more or less.

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

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary herein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment of interest as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other covenant herein contained, then and in that event the entire principal sum secured hereby with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, or the owner or holder of said note or notes, be and become at once due and payable, and the trustee herein named, or his successor or successors, shall, at the request of the beneficiary, or at the request of any owner or holder of the note or notes secured hereby, sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid. Such sale shall be made by giving notice of the time, place and terms of sale as required by Section 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 1st day of March, 1976.

Edward Lee Whitten, Sr.
Edward Lee Whitten, Sr.

Ann Yates Whitten
Ann Yates Whitten

STATE OF MISSISSIPPI,
COUNTY OF DeSOTO

This day personally appeared before me, the undersigned authority, in and for the State and County aforesaid, the within named EDWARD LEE WHITTEN, SR. and wife, ANN YATES WHITTEN, who severally acknowledged that they

signed and delivered the above and foregoing deed of trust on the day and year therein mentioned.

Given under my hand and official seal, this the 3rd day of March, 1976.
My Commission Expires: May 15, 1979

(SEAL)

William H. Hester
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 3 o'clock 50 minutes P. M. 3 day of March 1976, and that the same has been recorded in Book 197 Page 5 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 4 day of March 1976.

Fee \$5.00 pd

H. G. Ferguson

CANCELED BY AUTHORITY RECORDED IN BOOK
216 PAGE 2
THIS 20 DAY OF Sept. 1977
H. J. Ferguson
CHANCERY CLERK

Mississippi Bankers Association
Form No. 1
(Revised Dec. 1966)
LAND

DEED OF TRUST LAND

THIS INDENTURE, this day made and entered into between

FRANK GANDY

of the first part, hereinafter designated as the Grantor, DENNIS V. CHURCHWELL

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

KENNY VAN CHURCHWELL

of the third part, hereinafter designated as the Beneficiary.

WITNESSETH: That whereas the Grantor is justly indebted to the beneficiary in the full sum of
TWENTY-TWO THOUSAND and 00/100-----DOLLARS
(\$ 22,000.00) evidenced by a promissory note of even date herewith in favor of
the beneficiary, bearing interest at the rate of -0- per centum per n/a annum after
n/a , providing for the payment of attorney's fees in case of default and being due
and payable as follows, to-wit:

March 2, 1976

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

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

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

Beginning at a point in the east right of way of U. S. Highway No. 51 (100' wide) and 440.78 feet north of the centerline of Vinson Road; thence North 5°10' west 1088.67 feet with the east right of way line of U. S. Highway 51 to a stake; thence north 84°30' east 344.15 feet to a stake; thence south 5°10' east 140.0 feet to a stake; thence north 84°30' east 352.08 feet to a stake, said stake being the southeast corner of 10 acres reserved by McDaniel; thence north 5°10' west with said east line 820.0 feet to a stake; thence north 84°30' east 1521.97 feet to a stake; thence north 5°03' west 509.52 feet to a stake; thence south 89°07' east 330.0 feet to a fence post; thence south 5°03' east 2675.0 feet to a point in the centerline of Vinson Road; thence south 84°30' west 398.90 feet to a stake; thence north 5°30' west 522.15 feet to a stake; thence

south 84°30' west 626.25 feet to a stake; thence north 55°50' west 522.93 feet to a stake; thence south 4°24' west 279.18 feet to a stake; thence south 64°48' east 523.97 feet to a stake; thence south 5°30' east 104.65 feet; thence south 84°30' west 417.5 feet; thence north 5°30' west 208.75 feet; thence south 84°30' west 417.5 feet; thence south 5°30' east 417.5 feet to a point in the centerline of Vinson Road; thence with said centerline of Vinson Road south 84°30' west 152.1 feet to a point thence north 5°30' west 335.78 feet to a stake; thence south 84°30' west 96.5 feet to a stake; thence north 5°30' west 105.0 feet; thence south 84°30' west 416.4 feet to the point of beginning and containing 98.96 acres, being located in Section 19, Township 3, Range 7 West, and Section 30, Township 3, Range 7 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 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 or pay 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 March 1976

Frank Gandy
FRANK GANDY

STATE OF MISSISSIPPI
COUNTY OF DESOTO

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

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 2nd day of March, 1976

My Commission Expires:

March 13, 1977



Notary Public
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 3 o'clock 50 minutes P. M. 3 day of March 1976, and that the same has been recorded in Book 197 Page 8 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 4 day of March 1976.

Fee \$4.50 p d

H. G. Ferguson
Notary Public

H. D. Ferguson
CHANCERY CLERK

CORRECTION
TRUST DEED

THIS INDENTURE, made this the 20th day of February, 1976, between GLEN D. KELLEY and wife, ILLA FAYE KELLEY, Party of the First Part, and CHARLES R. MARTIN and wife, DOROTHY R. MARTIN, 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 and 00/100 DOLLARS (\$2,000.00) with interest of 8% per annum, repayable in 54 equal monthly installments of \$50.00 each, the first installment due on the 15th day of March, 1976 and each succeeding installment due on the 15th 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 1932, Section H, Southaven West Subdivision, in Section 22, Township 1 South, Range 8 West, as shown on plat of record in Plat Book 3, Page 35, in the office of the Chancery Clerk of DeSoto County, Mississippi, to which plat reference is hereby made for a more particular description of said lot as per survey by Acme Engineering Service, dated June 26, 1974.

This Deed of Trust is second and subordinate to that certain Deed of Trust of record in Book 177, Page 239, in the office of the Chancery Clerk of DeSoto County, Mississippi.

*or any part thereof, endangered as a security for said

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.

The purpose of this Correction Deed of Trust is to add the wording as indicated by the asterisk. Proper satisfaction and cancellation of the Deed of Trust in Book 196, Page 552 will also serve to satisfy and cancel this correction Deed of Trust.

Glen D. Kelley
Glen D. Kelley

Illa Faye Kelley
Illa Faye Kelley

STATE OF MISSISSIPPI
COUNTY OF DESOTO

Before me, a Notary Public for said jurisdiction, this day personally appeared the above named GLEN D. KELLEY and wife, ILLA FAYE KELLEY, 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 20th day of February, 1976.

My Commission expires:

Robert M. Bransell
Notary Public



STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 9 o'clock 30 minutes A.M. 4 day of March 1976, and that the same has been recorded in Book 197 Page 11 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 4 day of March 1976.

Fees \$ 2.50 pd.

SEAL *H. D. Ferguson* CLERK

HUGGINS & BROWN
ATTORNEYS AT LAW
P.O. BOX 1
SOUTHAVEN, MISS. 38471

CORRECTION
TRUST DEED

THIS INDENTURE, made this the 22nd day of February, 1976, between BILLY ANDREWS and wife, INES ANDREWS, Party of the First Part, and RONALD C. WARREN and wife, SANDRA E. WARREN, 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 and 00/100 Dollars (\$2,000.00) with interest of 8% per annum, repayable in 36 equal monthly installments of \$62.68 each, the first installment due on the 15th day of April, 1976 and each succeeding installment due on the 15th 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 1747, Section D, in DeSoto Village (Belle Meade) Subdivision on Section 33, Township 1 South, Range 8 West, as shown by the plat recorded in Plat Book 10, Page 9 in the office of the Chancery Clerk of DeSoto County.

This Deed of Trust is second and subordinate to that certain Deed of Trust of record in Book 180, Page 215, in the office of the Chancery Clerk of DeSoto County, Mississippi.

*or any part thereof, endangered as a security for said

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.

The purpose of this Correction Deed of Trust is to add the wording as indicated by the asterisk. Proper satisfaction and cancellation of the Deed of Trust in Book 196, Page 448 will also serve to satisfy and cancel this Correction Deed of Trust. It is the further purpose to change the Trustee from Winn Davis Brown, Jr. to Arthur E. Huggins.

Billy Andrews
BILLY ANDREWS

Ines Andrews
INES ANDREWS

STATE OF MISSISSIPPI
COUNTY OF DESOTO

Before me, a Notary Public for said jurisdiction, this day personally appeared the aboved named BILLY ANDREWS and wife, INES ANDREWS, 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 22nd day of February, 1976.

My Commission expires:

MY COMMISSION EXPIRES MAY 23, 1978

Arthur E. Huggins
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 9 o'clock 25 minutes A M. 4 day of March 1976, and that the same has been recorded in Book 197 Page 12 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 4 day of March 1976.

Fees \$ 2.50 pd.

SEAL *H. P. Ferguson* CLERK

Paid, Satisfied and Cancelled
This 19 day of Aug 19 77

Citizens Bank
William L. Dobbins, Jr.

Attest:
J. D. Harrison
County Clerk of DeSoto Co., Miss.

DEED OF TRUST (Land)

This Deed of Trust, this day made by the undersigned
James Edward Miller and wife, Patty L. Miller

hereinafter referred to as the Grantors (whether one or more), to and in favor of
E. L. Bourland

as Trustee, hereinafter referred to as the Trustee, for the benefit of
Citizens Bank, Coldwater, Mississippi

hereinafter referred to as the Beneficiary, Witnesseth That:

Whereas, the Grantors are justly indebted to the Beneficiary in the principal sum of
Four thousand and no/100
Dollars (\$ 4,000.00), together with interest thereon from and after the 3 day
of March, 19 76, at the rate of nine per centum
per annum, said principal and interest being due and payable as follows:
\$4,000.00 on their note of even date and like amount due March 1, 1977.

The aforesaid indebtedness is evidenced by a negotiable promissory note this day executed by the Grantors to and in favor of the Beneficiary, which said note contains a provision to the effect that any amount due thereunder not paid at maturity shall bear interest thereafter at the rate of nine per centum per annum until paid, and a further provision to the effect that if default is made in the payment of any amount due thereunder at maturity and said note is placed in the hands of an attorney for collection, the Grantors will pay the Beneficiary an additional reasonable percentum of the principal and interest due thereunder as an attorney's fee for collection; and

Whereas, the Grantors have agreed to secure the payment of said indebtedness at maturity, and the faithful performance of the agreements hereinafter set forth:

The Grantors expect the Grantees to advance him - her - them money, supplies and merchandise in the amount of ten thousand Dollars at the discretion of the Grantees during the year 19 76 or 72 months after date and the Grantors, in order to secure the payment of said sum, as well as any advances that may be made as aforesaid, hereby execute this instrument.

Now, therefore, in consideration of the premises and sum of One Dollar (\$1.00) this day paid in cash by the Trustee to the Grantors, the receipt of which being hereby acknowledged, the Grantors do hereby sell, convey and warrant unto the Trustee the following described land in
DeSoto County, Mississippi, to-wit:

14

The East half of the Southeast quarter of the Southwest Quarter of the Southwest Quarter of Section 36, Township 3, Range 7 West, DeSoto County, Mississippi and containing 10 acres, more or less.

This is our homestead and the only home we have.

The Grantors agree to pay to the Beneficiary all amounts due under the terms of said note promptly at maturity; to pay all taxes and assessments lawfully levied and assessed against the above described property before they become delinquent; to remove no improvements from said property and to permit no waste to be committed thereon; to keep the improvements now or hereafter located on said property in a reasonably good state of repair; to keep the insurable improvements now or hereafter located on said property insured against loss or damage by fire or tornado in such amounts as the Beneficiary may reasonably require, such policy or policies of insurance to be issued by a responsible insurance company satisfactory to the Beneficiary and to contain a statutory mortgagee clause making any loss or damage payable to the Beneficiary as the Beneficiary's interest may appear; to pay the premiums for such insurance; and to deliver such policy or policies of insurance to the Beneficiary.

In the event the Grantors should fail to pay said taxes and assessments before they become delinquent, the Beneficiary may pay the same and all lawful penalties, interest and damages thereon; and in the event the Grantors should fail to comply with the foregoing provisions with reference to insurance, the Beneficiary may procure such insurance. All amounts expended by the Beneficiary on account of such taxes, assessments and insurance premiums shall be immediately due and payable by the Grantors to the Beneficiary with interest thereon at the rate of six per centum per annum from the date of the expenditure by the Beneficiary until the Beneficiary is reimbursed, and the repayment of such amounts with said interest thereon shall be fully secured by this deed of trust.

In the event of default hereunder by the Grantors or if, at any time, the Beneficiary shall reasonably deem said property endangered as security for said indebtedness, the Trustee may, at the request of the Beneficiary, take immediate possession of said property and hold the same for the benefit of all parties in interest until such time as said property is sold as hereinafter provided.

Upon default being made in the performance of any of the agreements herein contained, the entire indebtedness shall, at the option of the Beneficiary, become immediately due and payable. If the secured indebtedness is payable in installments, then, upon default being made in payment of any installment of principal or interest at maturity, the entire indebtedness shall, at the option of the Beneficiary, become immediately due and payable.

The Beneficiary is hereby given the right at any time to appoint a trustee to act in the place of the trustee herein named or in place of any succeeding trustee. Any such appointment may be made by means of an instrument of writing signed by the Beneficiary; and the effect of any such appointment shall be to vest immediately in such succeeding trustee all the title, rights and powers herein conferred upon or vested in the trustee herein named.

All the rights herein conferred upon the Beneficiary shall inure to and may be exercised by the holder of said note in the event of a change of ownership of said note by assignment, bequest, inheritance or otherwise. If the Beneficiary or any subsequent holder of said note is a corporation, said rights may be exercised by such corporation acting by and through any executive officer or agent thereof.

This conveyance, however, is made in trust, and is subject to the following limitations and conditions, to-wit: If the Grantors shall faithfully and punctually keep and perform all the agreements herein contained, then this conveyance shall be void and of no further force or effect; but, if default shall be made by the Grantors in the observance and performance of any of said agreements, the Trustee shall, at the request of the Beneficiary, sell said property at public auction to the highest bidder for cash at such time and place as he may select, after having given notice of the time, place and terms of sale in the manner and for the time now required by law for the sale of lands under deeds of trust. The Trustee may sell said property either as a whole or in parcels, all statutory provisions in this regard being hereby expressly waived by the Grantors. The proceeds arising from such sale shall be applied by the Trustee as follows: first, to the payment of the cost and expense of such sale, including a reasonable attorney's fee; next, to the payment of the indebtedness then owing to the Beneficiary under the terms of said note and of this deed of trust; and lastly, the balance, if any, shall be paid to the Grantors or their assigns.

Witness the signatures of the Grantors on this the 3 day of March

19 76.

James Edward Miller

Patty L. Miller

STATE OF Mississippi

COUNTY OF Tate

Before me, the undersigned authority in and for the aforesaid county and state, this day there personally appeared the within named James Edward Miller & Patty L. Miller

who acknowledged that they signed and delivered the foregoing deed of trust on the date thereof as their free and voluntary act and deed.

Given under my hand and official seal on this the 3 day of March

19 76.

(SEAL)

Thomas Bevil

Title: Notary Public

My commission expires My Commission Expires March 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. 4 day of March 1976, and that the same has been recorded in Book 197 Page 13 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 4 day of March 1976.

Fees \$ 4.50 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

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

Walter Deloch Wilson
to G. L. Oates, Trustee for the use and benefit of Wortman &
Mann, Inc. beneficiary on the 31st day of December, 1975 encumbering
certain lands in the County of DeSoto, State of Mississippi,
which said Deed of Trust is recorded in Book 195 at Page 31
in the Office of the Chancery Clerk of DeSoto County

Mississippi, all our right, title and interest in and to
said Deed of Trust and the lands described therein, together with the
indebtedness in the original principal amount of \$ 26,500.00 thereby
secured.

IN WITNESS WHEREOF the undersigned has caused this assignment to be
executed by its duly authorized officers, and its corporate seal to be
affixed thereto on the 1st day of March, 1976

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 1st day of
March, 1976

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. 4 day of March 1976, and that the same has
been recorded in Book 197 Page 16 records of REAL ESTATE Trust Deed
of said County.

Witness my hand and seal this the 4 day of March 1976.

Fees \$ 2.50 pd.

SEAL [Signature] CLERK

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST

Class C

STATE OF MISSISSIPPI, }
DeSoto County, } ss. GUARANTY LOAN CORPORATION
by CONWAY YATES, TRUSTEE

KNOW ALL MEN BY THESE PRESENTS: That ~~CONWAY YATES~~ LIBERTY LOAN CORPORATION
of SOUTHAVEN, MISS. ~~XXXXX~~ 38671 the beneficiary, does hereby certify that a certain trust deed
bearing date the 27 day of September 72 made and executed by Robert & Alice Payne
6107 Southaven Circle West Southaven, Miss. Conway Yates
of Guaranty Loan Corp of Miss

the above named beneficiary, and recorded in the office of the Chancery Clerk of DeSoto
County, in the State of Mississippi in Hernando Trust Deed Record No. 119 on page 71
of the Record of Trust Deeds, on the 11 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.

Conway Yates, trustee

STATE OF MISSISSIPPI, }
DeSoto County, } ss. GUARANTY LOAN CORPORATION
by CONWAY YATES, TRUSTEE

Personally came and appeared before me, the undersigned authority Bonita D. Bonnie Bailey
in and for County and State aforesaid Conway Yates, 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 25th day of Feb.

Bonita D. Bonnie Bailey
Nolan Public

My Commission Expires March 13, 1979



STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock
~~no~~ minutes A M. 4 day of March 1976, and that the same has
been recorded in Book 197 Page 17 records of REAL ESTATE Trust Deed
of said County.

Witness my hand and seal this the 4 day of March 1976.
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. GUARANTY LOAN CORPORATION
By CONWAY YATES, TRUSTEE

KNOW ALL MEN BY THESE PRESENTS: That ~~Conway Yates~~ LIBERTY LOAN CORPORATION

of SOUTHAVEN, MISSISSIPPI: 38671 the beneficiary, does hereby certify that a certain trust deed

bearing date the 22 day of September 1971, made and executed by Robert & Alice Payne
6107 Southaven Circle West Southaven, Miss.

of Conway Yates
Guaranty Loan Corp of Miss.

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

County, in the State of Mississippi in Hernando Trust Deed Record No. 131 on page 79

of the Record of Trust Deeds, on the 13 day of October, 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.

Conway Yates, trustee

STATE OF MISSISSIPPI, }
DeSoto County. } ss. GUARANTY LOAN CORPORATION
By Conway Yates, Trustee

Personally came and appeared before me, the undersigned authority Wm A. Graves

in and for County and State aforesaid, CONWAY YATES who acknowledged that he signed and

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

Given under my hand and seal of office this 3rd day of March, A. D. 1976

Wm. A. Graves

Notary Public expires 10/12/76

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. 4 day of March 1976, and that the same has
been recorded in Book 197 Page 18 records of REAL ESTATE Trust Deed
of said County.

Witness my hand and seal this the 4 day of March 1976.

Fees \$ 2.50 pd.

SEAL *H. P. Ferguson* CLERK

PARTIAL RELEASE

FOR A VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, COMMERCIAL AND INDUSTRIAL BANK, does hereby release from the lien of the Deed of Trust given by S&W CONSTRUCTION COMPANY, A TENNESSEE CORPORATION AND by STAR LAND DEVELOPMENT CORPORATION, A MISSISSIPPI CORPORATION, to Howard E. Carter, Trustee for the benefit of Commercial and Industrial Bank, which Deed of Trust is dated the 12th day of July, 1973, and recorded in Deed of Trust Book 162, Page 416, in the Office of the Chancery Clerk of DeSoto County, Mississippi, the following land located in DeSoto County, Mississippi, described as follows, to-wit:

Lot 658, Section C, Bridgetown Subdivision, as shown by plat recorded in Plat Book 13, Page 42 in the office of the Chancery Clerk of DeSoto County, Mississippi, in Section 23, Township 2, Range 7 West.

In all other respects said Deed of Trust recorded in Deed of Trust Book 162, Page 416, shall remain in full force and effect.

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

WITNESS the signature of COMMERCIAL AND INDUSTRIAL BANK, by its duly authorized officer, this the 30th day of January, 1976.

COMMERCIAL AND INDUSTRIAL BANK

By John Q. Miller, Jr.
JOHN Q. MILLER, JR., SENIOR VICE PRESIDENT

STATE OF TENNESSEE
COUNTY OF SHELBY

This day personally appeared before me, the undersigned authority in and for said county and state, the within named JOHN Q. MILLER, JR., SENIOR VICE PRESIDENT of COMMERCIAL AND INDUSTRIAL BANK, who acknowledged that acting for and on behalf of said corporation and being fully authorized thereto, he signed, sealed and delivered the above and foregoing Partial Release as the act and deed of said corporation.

GIVEN under my hand and seal of office this the 20 day of January, 1976.

Alan H. Cooper
Notary Public

My commission expires:

10-26-77

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock 45 minutes A M. 4 day of March 1976, and that the same has been recorded in Book 197 Page 19 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 4 day of March 1976.

Fees \$ 2.50 pd.

SEAL H. P. Ferguson CLERK

PARTIAL RELEASE

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

Lot 658, 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 25th day of February 1976.

THE LOMAS & NETTLETON COMPANY

By Joyce V. Moore
JOYCE V. MOORE, MORTGAGE OFFICER

STATE OF TEXAS
COUNTY OF DALLAS

This day personally appeared before me, the undersigned authority in and for said county and state, the within named JOYCE V. MOORE, MORTGAGE OFFICER of THE LOMAS & NETTLETON COMPANY, who acknowledged that acting for and on behalf of said corporation and being fully authorized thereto, she signed, sealed and delivered the above and foregoing Partial Release as the act and deed of said corporation.

GIVEN under my hand and seal of office this the 25th day of February 1976.

David J. Bunker
Notary Public

My commission expires:

June 1, 1977

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 45 minutes A M. 4 day of March 1976, and that the same has been recorded in Book 197 Page 20 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 4 day of March 1976.

Fees \$ 2.50 pd.

SEAL H. P. Ferguson CLERK

The Thomas + Nettleton Co.
 Assignment of this Instrument Recorded in:
Real Estate TID Book
 No. 223 Page 106
 This the 28 day of March 19 76
H. V. Ferguson Clerk

Assignment of this Instrument Recorded in:
Real Estate TID Book
 No. 197 Page 488
 This the 22 day of March 19 76
H. V. Ferguson Clerk

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

DEED OF TRUST

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

THIS DEED OF TRUST, made and entered into this 2nd day of March, 1976, by and between

LOUIS EDGAR LUCAS and wife, RUTH A. LUCAS, 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 and post-office address at 161 East Amite Street, Jackson, Mississippi, hereinafter called the Beneficiary;

CANCELLED BY AUTHORITY, RECORDED IN BOOK
913 PAGE 178
 THIS 13 DAY OF June, 19 77
W. E. Adams
 COUNTY CLERK
Hollinsdale

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 257, Section B, Holly Hills Subdivision, situated in Section 30, Township 1 South, Range 8 West, DeSoto County, Mississippi, according to a map or plat thereof on file and of record in the office of the Chancery Clerk of said County, in Plat Book 12, Pages 16 and 17.

Together with Whirlpool Dishwasher, model #SAU420P, serial #F53831891; Whirlpool Disposer, model #SYD40-0, serial #F52529538; Whirlpool range, model #RDF6100, serial #M53908395; Whirlpool hood, model #7630, serial #53021440; Whirlpool furnace, model #FXB43-130ER-1, serial #H45161296; Whirlpool air conditioner, model #DXB47B, serial #H53583511; Mor Flo water heater, model #EURSOD, serial #10042; and all carpeting located on improvements situated on the above described property, and it is the intention of the parties that these items are deemed part of the realty. The funds derived from the indebtedness secured by this deed of trust have been entirely used to pay the seller all or a part of the purchase price of the property described above.

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

IN TRUST, HOWEVER, to secure to

BAILEY MORTGAGE COMPANY

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 Thirty-Seven Thousand Six Hundred Fifty and no/100 Dollars (\$ 37,650.00), with interest from date at the rate of Seven & Three-Fourths per centum (7 & 3/4 %) per annum on the balance remaining from time to time unpaid; principal and interest being payable at the office of 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 Sixty-Nine and 95/100 Dollars (\$ 269.95), commencing on the first day of April, 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 March, 2006.

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;

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

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

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

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

(III) interest on the note secured hereby; and

(IV) amortization of the principal of said note.

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

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

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

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

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

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

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

9. The Grantor further agrees that should this Deed of Trust and the note secured hereby not be eligible for insurance under the National Housing Act within **Sixty (60) Days** from the date hereof (written statement of any officer of the Department of Housing and Urban Development or authorized agent of the Secretary of Housing and Urban Development dated subsequent to the **said** time from the date of this Deed of Trust, declining to insure said note and this Deed of Trust, being deemed conclusive proof of such ineligibility), the Beneficiary or the holder of the note may, at its option, declare all sums secured hereby immediately due and payable.

If the Grantor shall well and truly keep and perform all the covenants and agreements in this Deed of Trust, and in the note hereby secured, set forth, and well and truly convey 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.

Louis Edgar Lucas
Louis Edgar Lucas

Ruth A. Lucas
Ruth A. Lucas

STATE OF MISSISSIPPI,
COUNTY OF DeSoto

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

Given under my hand and seal this 2nd day of March 1976.

Bobbie M. Braswell
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 9:30 o'clock A.M., on the 4 day of March 1976 and was recorded in Vol. *197*, Record of Deeds, pages *21*, on the 4 day of March 1976.

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 9 o'clock 30 minutes A.M. 4 day of March 1976, and that the same has been recorded in Book 197 Page 21 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 4 day of March 1976.

Fees \$ 5.00 pd.

SEAL *H. P. Ferguson* CLERK

Paid, Satisfied and Cancelled
This 4 day of March 1976
Annie Lee B. Conger
F. O. Holmes, Attorney

FOR REAL ESTATE, CHATTEL OR BOTH

THIS INDENTURE, Made this 16th day of February 1976
between Ruth O. Birmingham
and Annie Lee B. Conger

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 Fifteen Thousand & No/100 (\$15,000.00) Dollars, as evidenced by her promissory Note of equal amount due and payable on or before June 16th, 1976 together with interest at the rate of 7% per annum from date until paid.

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...
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 F. O. Holmes, Attorney...
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 lie on hand and all the crops of every kind to be grown by...
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

the following described Real Estate together with all improvements thereon as follows:

All of lots 1 and 2, Block 11 in the Town of Olive Branch on Section 34, Township 1, Range 6, West, in DeSoto County Mississippi, and said property being my one half undivided interest in the same, which property is known as the J. E. Birmingham Home Place, which part I inherited through my husband, Drue D. Birmingham, Deceased.

Should the Trustee at any time believe said property, or any part thereof, endangered as a security for said debt, he may then forthwith take possession of said property and sell the same as herein below directed. Should the part Y of the first part promptly pay the above stated indebtedness on or before the 16th day of June 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 conferred, the part Y of the second part, her assigns or legal representatives, can at any time appoint a Trustee to act in his stead.

Witness my hand and signature, on the date written above, 1976, Ruth O. Birmingham
Witness: Mary Frett

SOUTH CAROLINA
STATE OF MISSISSIPPI, COUNTY of Charleston
Personally appeared before me, NOTARY PUBLIC
Ruth O. Birmingham

who acknowledged that she signed and delivered the foregoing Deed of Trust on the day and year therein mentioned.
Giving under my hand and official seal, this 1st day of March 1976
(SEAL) Mary Frett Clerk
Notary Public for S.C.
My Commission Expires 1-2-81 D.C.

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

deposeth and saith that he saw the above named whose name subscribed thereto, sign and deliver the same to the said Trustee; that he, this deponent, subscribed his name as a witness thereto in the presence of the said Trustee.

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 9 o'clock 45 minutes A.M. 4 day of March 1976, and that the same has been recorded in Book 197 Page 24 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 4 day of March 1976
Fees \$ 2.50 pd.
SEAL H. P. Ferguson CLERK

THIS 14 DAY OF Oct 19 76

H. P. Ferguson
CHANCERY CLERK

FOR REAL ESTATE, CHATTEL OR BOTH

Larry G. Jordan and wife,
Donna Prichett Jordan
To { DEED OF TRUST
First National Bank,
Southaven, Miss.

THIS INDENTURE, Made this 20th day of February, 1976
between Larry G. Jordan and wife, Donna Prichett Jordan, Party

of the first part,
and First National Bank, Southaven, Ms., Party of the second part,
WITNESSETH, That whereas, said part Y of the first part, being indebted to the said part Y
of the second part in the sum of Four Thousand Five Hundred Eighty-Three
and 52/100 Dollars (\$4,583.52) which includes principal and interest, due and payable
in 48 equal monthly installments of \$95.49 each, beginning March 23, 1976, and due the
23rd day of each subsequent and succeeding month until said principal and interest is
paid in full,

and any further amount that the party of the second part may furnish the party of the first part ~~XX~~
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 Winn Davis Brown, Jr. Trustee, the part Y of the first part has this day granted,
largained, and sold to the said Trustee the following described property, located in the County of DeSoto, and state of Mississippi, ~~XXXXXXXXXXXXXXXXXXXX~~
~~XX~~
~~XX~~
~~XX~~

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

This Deed of Trust is second and subordinate to that certain Deed of Trust of record in
Book 191, Page 93, in the office of the Chancery Clerk of DeSoto County, Mississippi.

Should the Trustee at any time believe said property, or any part thereof, endangered as a security for said debt, he may then forthwith take possession of said property and sell the same as herein below directed. Should the part Y of the first part promptly pay the above stated indebtedness on or before ~~XXXXXXXXXXXXXXXXXXXX~~ maturity then this instrument to be void, but in default thereof the said Trustee shall take possession of said property, and after giving notice of the time, place and terms of sale, by advertisement according to law in DeSoto County, shall sell the same at public auction, to the highest bidder for cash, at such time and place as he shall designate in said advertisement. The proceeds of said sale shall be applied to the payment of said indebtedness and all costs incurred herein, and if there be a surplus, such surplus shall be refunded to the part 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 the date written above.
Witness _____

[Signatures]
Larry G. Jordan
Donna Prichett Jordan

STATE OF MISSISSIPPI, DeSOTO COUNTY.
Personally appeared before me, a Notary Public
Larry G. Jordan and wife, Donna Prichett Jordan



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 February, 1976

My Commission expires: 10-13-77

[Signature]
Notary Public

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

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 9 o'clock
30 minutes A M. 4 day of March 1976, and that the same has
been recorded in Book 197 Page 25 records of REAL ESTATE Trust Deed
of said County.
Witness my hand and seal this the 4 day of March 1976.

Fees \$ 2.50 pd.

SEAL *[Signature]* 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

LARRY D. GAFFNEY & PATRICIA L. GAFFNEY

to C. B. Henley, Trustee, for the benefit of Bailey
Mortgage Company, dated February 25, 1976, securing a note in
the sum of \$ 36,500.00 recorded in Book 196, Page 545,
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 26th day of February, 19 76.

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 26th day of
February, 19 76.

My Commission Expires Oct. 31, 1978

Jucille Brown
NOTARY PUBLIC

BMC-14

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 9 o'clock
30 minutes A M. 4 day of March 1976, and that the same has
been recorded in Book 197 Page 26 records of REAL ESTATE Trust Deed
of said County.

Witness my hand and seal this the 4 day of March 1976.

Fees \$ 2.50 pd.

SEAL *H. P. Ferguson* CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK

212 PAGE 632

21 DAY OF June 19 77

H. O.erguson
CHANCERY CLERK

~~CHANCERY CLERK~~

~~THIS DAY OF~~

~~PAGE~~

~~CANCELLED BY AUTHORITY RECORDED IN BOOK~~

DEED OF TRUST

THIS DEED OF TRUST is made this 20th day of FEBRUARY, 1976, among the Grantor, GLENN E. POWELL and wife, REBECCA MITCHELL POWELL,

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:

80.143 acres situated in Section 21, Township 2 South, Range 5 West, being more particularly described as BEGINNING at the Northwest Corner of Section 21, Township 2 South, Range 5 West in DeSoto County, Mississippi; thence South 7 degrees 14 minutes 20.4 seconds East along the West line of said Section a distance of 1122.80 feet to a point; thence North 83 degrees 24 minutes 17.2 seconds East a distance of 40.0 feet to a point, said point being the Northwest Corner of the said tract and being the point of beginning; thence South 7 degrees 14 minutes 20.4 seconds East along a line 40 feet East and parallel to the West line of said Section a distance of 566.79 feet to a point in the Northeast Right of Way line of the Frisco Railroad; thence South 47 degrees 59 minutes 21 seconds East along the Northeast Right of Way line of the Frisco Railroad a distance of 1272.83 feet to a point; thence North 84 degrees 30 minutes 34.7 seconds East a distance of 1775.91 feet to a point; thence North 7 degrees 12 minutes 38.1 seconds West a distance of 870.21 feet to a point in the West Right of Way line of Pigeon Roost Road; thence North 31 degrees 34 minutes 08.7 seconds West along the West Right of Way line of Pigeon Roost Road a distance of 496.16 feet to a point; thence South 83 degrees 24 minutes 17.2 seconds West a distance of 59.35 feet to a point; thence North 7 degrees 12 minutes 38.1 seconds West a distance of 170.69 feet to a point in the West Right of Way line of Pigeon Roost Road; thence North 26 degrees 32 minutes 16.1 seconds West along the West Right of Way line of Pigeon Roost Road a distance of 64.01 feet to a point, said point being the Southeast Corner of a 10.202 acre tract; thence South 83 degrees 24 minutes 17.2 seconds West along the South line of a 10.202 acre tract and 13.600 acre tract a distance of 2320.80 feet to the point of beginning.

The right is reserved to prepay the outstanding principal balance at any time with a penalty of five percent (5%) of the unpaid principal balance if prepaid during the first year; decreasing one percent (1%) each year thereafter to one percent (1%) of the unpaid principal balance if prepaid during the fifth year; with no penalty thereafter.

(In the event the installments on the indebtedness secured hereby are not paid within 15 days after the due date, the obligors shall be responsible for a late charge equal to \$5.00 or 5% of the installment of principal and interest, whichever is greater.)

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

To SECURE to Lender (a) the repayment of the indebtedness evidenced by Borrower's note of even date herewith (herein "Note"), in the principal sum of Twenty One 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 March 1, 1996; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Deed of Trust; and the performance of the covenants and agreements of Borrower herein contained; and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances").

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

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

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

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

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

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

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

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

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

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

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

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, and Borrower shall promptly furnish to Lender all renewals 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, through negligence, 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

Glenn E. Powell
GLENN E. POWELL - Borrower

Rebecca Mitchell Powell
REBECCA MITCHELL POWELL - Borrower

P. O. Box 358

Olive Branch, MS 38654

Property Address

STATE OF LOUISIANA

PARISH OF WASHINGTON

XXXXXX ss:

Personally appeared before me, the undersigned authority in and for said County and State, the within named GLENN E. POWELL, and wife, REBECCA MITCHELL POWELL, who acknowledged that he signed and delivered the foregoing instrument on the 23rd day and year therein mentioned.

Given under my hand and seal of office, on this the 23rd day of FEBRUARY, A.D. 1976

My Commission expires: with death

H. H. Richardson
Notary Public
H. H. Richardson

STATE OF MISSISSIPPI, DeSOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock and 40 minutes A M. 4 day of March 1976 and that the same has been recorded in Book No. _____

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 40 minutes A M. 4 day of March 1976, and that the same has been recorded in Book 197 Page 27 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 4 day of March 1976.

Fees \$ 5.00 pd.

SEAL *H. H. Richardson* CLERK

Assignment of this instrument
Real Est T/D
No 362 Page 726
This the 14 day of April 19 86
H.O. Johnson

CANCELLED BY AUTHORITY RECORDED IN BOOK
474 PAGE 217
THIS 12 day June 19 89
W. E. Mann
CHANCERY CLERK

VA Form 24-4222 (Home Loan)
Revised December 1982. Use Op-
tional Section 1810. Title 38,
U.S.C. Acceptable to Federal
National Mortgage Association.

MISSISSIPPI

DEED OF TRUST

THIS DEED OF TRUST, made and entered into this 27th day of January, 19 76,
by and between

ARTHUR MILTON WRIGHT, also known as ARTHUR WRIGHT

, hereinafter called the Grantor;
G. L. Oates, hereinafter called the Trustee, and WORTMAN & MANN, INC.

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

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

1.5 acres in the Southeast Quarter of Section 20, Township
2 South, Range 5 West, DeSoto County, Mississippi, and
being more particularly described as: COMMENCE at the
Southeast Corner of Section 20, Township 2 South, Range
5 West, DeSoto County, Mississippi; thence Northwardly
along East line of said Section 20, a distance of 680
feet more or less to Southeast Corner of Emitt Wright 80
acres; thence Westwardly along the South line of Emitt
Wright 80 acres 2345 feet to an iron pin at Southeast
Corner of Nannie Lee Wright one (1) acre and also the
point of beginning; thence North 7 degrees 30 minutes
West 245 feet to an iron pin in the South line of Red
Banks Road; thence North 48 degrees 30 minutes East along
said South line 259 feet to an iron pin; thence South
5 degrees 0 minutes East 410 feet to an iron pin in Emitt
Wright South line; thence South 88 degrees 0 minutes West
along wire fence line 200 feet to the point of beginning
and containing 1.5 acres, less public road right of way.

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

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

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

IN TRUST, HOWEVER, to secure to the Beneficiary named above, the payment of a certain promissory note of even date herewith in the principal sum of Twenty one thousand nine hundred and no/100-- Dollars (\$ 21,900.00), with interest from date at the rate of eight and one-half per centum (8 1/2 %) per annum on the balance remaining from time to time unpaid; principal and interest being payable at the office of 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 ninety & 09/100 Dollars (\$ 190.09), commencing on the first day of March, 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 February, 1996.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Arthur Milton Wright
ARTHUR MILTON WRIGHT, also known as
ARTHUR WRIGHT

STATE OF MISSISSIPPI,
COUNTY OF DESOTO

} ss:

Personally appeared before me a notary public, the undersigned authority in and for said County, the within named ARTHUR MILTON WRIGHT, also known as Arthur Wright ~~and~~ ~~and 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 27th day of January, 1976.



NOTARY PUBLIC

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 40 minutes A M. 4 day of March 1976, and that the same has been recorded in Book 197 Page 31 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 4 day of March 1976.

Fees \$ 5.00 pd.

SEAL

H. H. Ferguson
CLERK

ST.

I

STATE OF

County of

I,

Clerk of

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19 76,

Record of

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Fee

CANCELLED BY AUTHORITY, RECORDED IN BOOK
478 PAGE 700
THIS 27 DAY OF July 19 89
W. E. Davis Aug 27. 10.
Clerk

Mississippi Bankers Association
Form No. 1
(Revised Dec. 1958)
L A N D

DEED OF TRUST
LAND

THIS INDENTURE, this day made and entered into between Larry G. Rowsey, of Hernando, Mississippi, R. F. D., Party

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, Party of the third part, hereinafter designated as the Beneficiary.

WITNESSETH: That whereas the Grantor is justly indebted to the beneficiary in the full sum of -----Sixty Five Thousand Dollars and no/100----- DOLLARS (\$ \$65,000.00) evidenced by his 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:

Said \$65,000.00 is due and payable in 60 monthly installments of principal and interest, at the rate provided in said note, with the first 59 installments being in the amount each of \$1,083.00/and a final and 60th installment in the amount of \$1,103.00, with the first of said installments due on or before April 20, 1976, and with one of said installments due on or before the 20th day of each succeeding month thereafter until said indebtedness and interest is paid in full, and with said note bearing interest at the rate of 10% per annum after maturity.

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

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

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

The South Half of the Northwest Quarter of Section Twenty (20), Township Three (3), South, Range Eight (8) West, containing 80 acres, more or less, and being the same lands conveyed to this Grantor by Mrs. Jewell Nichols Tomlinson, and others, by warranty deed dated February 27, 1976, and now being filed for record.

And this is a purchase money deed of trust securing the payment of funds advanced Grantor by Beneficiary to enable him to purchase said lands and Grantor warrants that this is a first and paramount trust deed lien against said lands, and he just now purchasing said lands, of course no homestead rights are now involved.

...of the land...
 ...to 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.

Together with all the hereditaments and appurtenances thereunto appertaining, as far as they may now or here-
 after, 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 se-
 cured 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 ex-
 pended 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 ma-
 turity, 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 bind-
 ing 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 con-
 tingent, of the grantor herein, or either of them, to the beneficiary, whether now existing or hereafter arising at any
 time before actual cancellation of this instrument on the public records of mortgages and deeds of trust, whether the
 same be evidenced by note, open account, over-draft, endorsement, guaranty or otherwise.

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

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

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

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

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

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

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

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

IN TESTIMONY WHEREOF, witness the signature of the grantor this the 4th day of March 1976.

Larry G. Rowsey
 Larry G. Rowsey

STATE OF MISSISSIPPI,
 COUNTY OF DeSoto

This day personally appeared before me, the undersigned authority, in and for the State and County aforesaid, the within named Larry G. Rowsey who ~~solely~~ acknowledged that he signed and delivered the above and foregoing deed of trust on the day and year therein mentioned.

Given under my hand and official seal, this the 4th day of March 19 76
 My Commission Expires: Jan. 7, 1978
Elmer M. Barber
 Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY
 I certify that the within instrument was filed for record at 11 o'clock 25 minutes A M. 4 day of March 1976, and that the same has been recorded in Book 197 Page 35 records of REAL ESTATE Trust Deed of said County.
 Witness my hand and seal this the 4 day of March 1976.

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

38
Lot 56, Buena Vista Lakes S/D - Baird

STATE OF MISSISSIPPI
COUNTY OF DESOTO

ORDER TO CLERK TO CANCEL DEED OF TRUST

TO THE CHANCERY CLERK OF
DESOTO COUNTY, MISSISSIPPI:

You are hereby authorized, directed, instructed and empowered to mark "Fully Paid and Satisfied" and to cancel of record that certain Deed of Trust dated December 9, 1972, and given by Wesley W. Baird, Jr. to James W. Amos, Trustee for the benefit of Robert Edward Smith and wife, Opal C. Smith, and which instrument is recorded in Book 151, Page 299, in your office, same having been fully paid and satisfied.

EXECUTED this the 4th day of ~~February~~^{March}, 1976.

Robert Edward Smith
Robert Edward Smith

Opal C. Smith
Opal C. Smith

STATE OF MISSISSIPPI
COUNTY OF DESOTO

PERSONALLY appeared before me, the undersigned authority of law in and for the jurisdiction aforesaid, the within named Robert Edward Smith and wife, Opal C. 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 this the 4th day of ~~February~~^{March}, 1976.

[Signature]
Notary Public

My Commission expires:

3/31/80

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 40 minutes A M. 4 day of March 1976, and that the same has been recorded in Book 197 Page 38 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 4 day of March 1976.

Fees \$ 2.50 pd.

SEAL H. P. Ferguson CLERK

Lot 23, Revised Plan, First Addn. to Whitehaven Village S/D

#3-24397

AUTHORITY TO CANCEL

TO THE CHANCERY CLERK OF DeSota COUNTY, MISSISSIPPI:

You are hereby authorized and requested to enter satisfaction of and cancel of record a certain Deed of Trust executed by Dudley B. Bridgforth, Jr. and Donna Kay Bridgforth

to First Federal Savings and Loan Association of Jackson, Jackson, Mississippi, and recorded in BOOK 163 at PAGE 106 of the record of Deeds of 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 recorded.

THIS the 2nd day of March, 19 76.

UNIFIRST FEDERAL SAVINGS AND LOAN ASSOCIATION, a Corporation, formerly First Federal Savings and Loan Association of Jackson, Jackson, Mississippi

BY: Guy Martin
Guy Martin, Assistant Vice President

BY: Jennifer Duck
Jennifer Duck, Assistant Secretary

STATE OF MISSISSIPPI
COUNTY OF Hinds

Personally appeared before me, the undersigned authority, in and for the State and County aforesaid, the within named Guy Martin and Jennifer Duck, personally known to me to be the Assistant Vice President and Assistant Secretary, respectively, of Unifirst Federal Savings and Loan Association, a Corporation, who acknowledged before me 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 so to do.

GIVEN under my hand and official seal, this the 2nd day of March, 19 76.

Lucy May Johnson
Notary Public

My Commission Expires:

LS 408-A

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock no minutes A. M. 4 day of March 1976, and that the same has been recorded in Book 197 Page 39 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 5 day of March 1976.

Page 2.50 pd.

H. H. Ferguson CLERK

Lot 3, Whitehaven Village sd
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
of Southaven, Mississippi, the beneficiary, does hereby certify that a certain trust deed
bearing date the 22nd day of December 19 75, made and executed by Billy W. Clayton and
wife, Nell R. Clayton of Southaven, Mississippi to Security 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. 194 on page 598
of the Record of Trust Deeds, on the 31st day of December, 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 27th day of February, 1976.

SECURITY BANK OF SOUTHAVEN

By: Walter S. Walters

STATE OF MISSISSIPPI, }
DeSoto County. } ss.

Personally came and appeared before me, the undersigned authority Cynthia Siebert Notary Public My Commission Expires Dec. 5, 1979
in and for County and State aforesaid Walter L. Walters who acknowledged that he signed and
as for and on behalf of and by authority of Security Bank of
delivered the above and foregoing instrument on the day and date for the purpose therein mentioned Southaven
Given under my hand and seal of office this 27th day of February A. D. 19 76

Cynthia Siebert

LAWRENCE-GREENWOOD 27244

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 3 o'clock
30 minutes P. M. 4 day of March 1976, and that the same has
been recorded in Book 197 Page 40 records of REAL ESTATE Trust Deed
of said County.

Witness my hand and seal this 5 day of March 1976.

PKWAS 2.50

H. H. Ferguson CLERK

o/p
P.R.

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST

Class C

STATE OF MISSISSIPPI, }
DeSoto County. } ss.

KNOW ALL MEN BY THESE PRESENTS: That THE HERNANDO BANK
of Hernando, Mississippi the beneficiary, does hereby certify that a certain trust deed
bearing date the 2nd day of February 19 76, made and executed by BOBBY GENE ARNOLD and
wife, BARBARA DARLENE of Hernando, Mississippi, to WILLIAM W. BALLARD,
MOYERS ARNOLD 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. 196 on page 50
of the Record of Trust Deeds, on the 6th day of February, A. D. 19 76, 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 3rd day of March, 1976.

THE HERNANDO BANK
BY: [Signature]
A. S. BALLARD, JR.
President

STATE OF MISSISSIPPI, }
DeSoto County. } ss.

Personally came and appeared before me, the undersigned authority Notary Public
A. S. BALLARD, JR.,
in and for County and State aforesaid, 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 3rd day of March, A. D. 19 76
My Commission Expires Jan. 7, 1978



[Signature]
NOTARY PUBLIC

LAWRENCE-GREENWOOD 87844

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 2 o'clock
35 minutes P. M. 4 day of March 1976, and that the same has
been recorded in Book 197 Page 41 records of REAL ESTATE Trust Deed
of said County.

Witness my hand and seal this the 5 day of March 1976.
Fees \$ 2.50 pd.

SEAL [Signature] CLERK

48

849 C-4 MISS.

RELEASE OF REAL ESTATE DEED OF TRUST

KNOW ALL MEN BY THESE PRESENTS: That whereas Paul Douglas Kimberlin and Sherrye Denise Kimberlin by Deed of Trust dated May 30, 1975, and recorded June 16, 1975, in the office of the Clerk of the Chancery Court of the County of Desoto, Mississippi, in Book 186 at page 600 of the records, in said office, conveyed to the undersigned Trustee, certain real estate, in trust to secure the payment of the indebtedness mentioned therein.

AND WHEREAS said indebtedness has been paid and the purposes of said trust have been fully satisfied;

NOW THEREFORE, at the request of the legal holder of the indebtedness secured by said Deed of Trust, and in consideration of the premises, I, do hereby remise, release and quitclaim unto the present owners of said real estate and unto the heirs, successors and assigns of said owners forever, all the right, title and interest which I have under and by virtue of said Deed of Trust in and to the said real estate therein described.

TO HAVE AND TO HOLD the same together with all and singular the privileges and appurtenances therewith belonging forever; and further that the said Deed of Trust is, by these presents, to be considered as fully and absolutely released, canceled and forever discharged.

Witness my hand and seal this 24th day of February, 1976

Gerald W. Craig TRUSTEE

STATE OF MISSISSIPPI COUNTY OF Desoto SS:

Personally appeared before me, the undersigned authority, the within named Gerald W. who acknowledged that he signed and delivered the above foregoing Release of Real Estate Deed of Trust on the day and year therein mentioned.



Given under my hand and official seal this the 24th day of February, 1976

T.A. Climer NOTARY PUBLIC

2.50 R

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. 5 day of March 1976, and that the same has been recorded in Book 197 Page 42 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 5 day of March 1976

Fees \$ 2.50 pd.

SEAL H. P. Ferguson 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 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.

Hunter L. Sullivan (SEAL)
Hunter L. Sullivan (SEAL)
Betty Sullivan (SEAL)
Betty Sullivan (SEAL)
Betty Sullivan (SEAL)

STATE OF Tennessee }
COUNTY OF Shelby } ss. Acknowledgment.

Personally appeared before me, the undersigned Alvin C. W. Ellis
in and for the State and County aforesaid, the within-named Hunter L. Sullivan and wife,
Betty Sullivan

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 17th day of February

Alvin C. W. Ellis
Notary Public
4-15-78

My commission expires

PI
ED
van et ux,
W. Clayborne
ional Bank

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock
40 minutes A. M. 5 day of March 1976, and that the same has
been recorded in Book 197 Page 43 records of REAL ESTATE Trust Deed
of said County.

Witness my hand and seal this the 5 day of March 1976.

Fees \$ 3.00 pd.

SEAL H. H. Ferguson CLERK

DEED OF TRUST

WHEREAS, Charlie Dockery & Irene Dockery are justly indebted to Liberty Loan Corporation in the sum of ONE HUNDRED AND FIFTY-SIX DOLLARS NO/HUNDREDS DOLLARS and according to the terms of a promissory note of even date herewith made by borrowers payable to lender and described more fully as herein set out. Dated APRIL 2, 1976, and payable in installments of \$ 26.00 each on the 2nd day of each and every month thereafter until paid, with interest after maturities, and providing for the maturity of the entire note, at the option of the holder thereof, for failure to pay any installment or fulfill any obligation of said note, due consideration being allowed for unearned interest, and providing for a reasonable attorney's fee for collection, of not less than twenty per cent of balance, principal and interest, or a minimum of TEN DOLLARS, which promissory note has been negotiated through and guaranteed by the licensed broker LIBERTY LOAN CORPORATION

WHEREAS borrowers are anxious to secure the payment of said indebtedness together with any other indebtedness that may become due and owing under the terms of this instrument.

NOW, THEREFORE, in consideration of FIVE AND NO/100 (\$5.00) DOLLARS, to the undersigned Grantors this day paid by CONNAY 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, thereto 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 thereto belonging, lying and being situated in the City or Town of HERNANDO District of _____ County, State of Mississippi, and more particularly described as follows, to-wit:

40 Acres described as the west 40 acres of the tract of land described as the south 75 acres of the west half of the southeast quarter of Section 28, Township 3, Range 9 Less 4 acres in the shape of a square in the southwest corner. Brick home situated on said property

Gross: 156.00
 Ltrs. Int.: _____
 Ser. Chg.: _____
 Fire Ins.: _____
 Cash to Cust.: _____

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 proceeding be taken against the grantors, or the said vendees, immediate or remote, or either of them, looking to the appointment of a receiver, assignee, or trustee, then, and in either or any such case all rents becoming due thereafter on the property herein conveyed shall be due and payable to the beneficiary herein, to be applied on any loss sustained by the beneficiary herein and the whole indebtedness may be declared due and payable by the lender or the beneficiary herein.

Fifth: The grantors further bind themselves not to abandon said property and to covenant that waste will not be committed or suffered to be committed thereon, and a breach of either of these agreements and conditions shall cause the entire indebtedness to the lender to become due and payable at the option of the said lender or beneficiary herein.

Sixth: It is further agreed that said property shall be kept fully insured for the benefit of the said beneficiary and payable to it in the event of loss as its interest may appear, for application by it, in behalf of the undersigned, to any balance then remaining outstanding on the aforesaid note, whether all thereof be due and payable or not.

Seventh: It is further agreed that all taxes maturing from time to time on said property shall be kept promptly paid. For default in either of said matters, the trustee may make sale of said property hereinafter provided in event of default of payment of said note by the undersigned, and of all or any part thereof by said beneficiary and apply the 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 herein, and this representation is made for the purpose of inducing the said beneficiary to guarantee and unconditionally endorse the note of the undersigned hereinbefore described.

The beneficiary, or any owner of said notes, or either of them is hereby authorized to appoint successive trustees in the place of CONNAY 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 of any installment thereof, or of any installment of interest, or in the payment of taxes or insurance as provided herein, or in the payment when due and demandable of any other item mentioned herein, or the interest thereon, or if default is made in any other covenant herein contained, then in that event the entire principal sum secured hereby, with all interest and charges accrued thereon, and all amounts herein, shall at the option of the beneficiary, be and become at once due and payable without notice to the grantors, and the trustee herein named, or his successor, or successors, shall, at the request of the beneficiary, sell said property and land, or a sufficient thereof to satisfy the indebtedness aforesaid, then unpaid, after giving notice of the time, place and terms of sale as required by Section 855 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 2nd Day of March, A.D., 19 76

Charlie Dockery
Irene Dockery

STATE OF MISSISSIPPI
DESOTO COUNTY

Wm. A. Graves

Personally appeared before me, the undersigned _____
 in and for said County, the within named CHARLIE DOCKERY & IRENE DOCKERY
 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 2nd day of MARCH, 1976

Wm. A. Graves

Form 220 Rev. 4/68

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock no minutes A. M. 5 day of March, 1976, and that the same has been recorded in Book 197 Page 45 records of REAL ESTATE Trust Deed

250

5 March, 1976.
H. P. Jackson

AUTHORITY TO CANCEL

TO THE CHANCERY CLERK OF DESOTO COUNTY, MISSISSIPPI:

You are hereby authorized and requested to enter satisfaction of and cancellation of record of that certain deed of trust executed by MONTY LOUIS NEEB, AND WIFE, LOUISE E. NEEB to COLONIAL SAVINGS & LOAN and recorded in Book 135 at Page 62, and which deed of trust was assigned by COLONIAL SAVINGS AND LOAN to TALMAN FEDERAL SAVINGS AND LOAN ASSOCIATION OF CHICAGO, as shown by assignment recorded in Book 141 at Page 487, all of the record of Deeds or Deeds of Trust on file in your office.

This 26 day of February, 1976

TALMAN FEDERAL SAVINGS AND LOAN ASSOCIATION OF CHICAGO

By

James W. Mintz
Assistant Vice-President

By

William Thomas
Assistant Secretary

STATE OF Illinois

COUNTY OF Cook

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

Given under my hand and official seal of office, this, the 26 day of February, 1976

Thomas Muehler
NOTARY PUBLIC

My Commission Expires: 5/16/76

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock no minutes A. M. 5 day of March 1976, and that the same has been recorded in Book 197 Page 46 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 5 day of March 1976.

Fees \$ 2.50

H. P. Ferguson
CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK

440 PAGE 428
THIS 22nd DAY OF June 19 88

W. E. Davis
Chancery Clerk
by S. Taylor, S.C.

47
Waiver of Right to Accelerate upon Transfer
of Property & Assumption of obligations by Purchaser
of Property - Interest Rate will Escalate
Assignment of this Instrument Recorded in
Real Estate T/P Book
No. 331 Page 200
This the 25 day of Jan 19 83
H. D. Ferguson Clerk
DS

DEED OF TRUST

THIS DEED OF TRUST is made this 2nd day of March 1976, among the Grantor, CARL S. JONES and wife, SUE R. JONES, (herein "Borrower"), C. R. Henley, (herein "Trustee"), and the Beneficiary, BAILEY MORTGAGE COMPANY, a corporation organized and existing under the laws of the State of Mississippi, whose address is 161 E. Amite Street, Jackson, Mississippi (herein "Lender").

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

Lot 114, Section A, HOLLY HILLS SUBDIVISION, situated in Section 30, Township 1 South, Range 8 West, DeSoto County, Mississippi, according to a map or plat thereof on file and of record in the office of the Chancery Clerk of said County, in Plat Book 10, Pages 34 and 35.

which has the address of 212 Meadowbrook, Walls, Mississippi (Street) (City) (herein "Property Address"); (State and Zip Code)

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 March 2, 1976 (herein "Note"), in the principal sum of Thirty Three Thousand Five Hundred and No/100 Dollars, with interest thereon, providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on March 1, 2006; 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.

MISSISSIPPI—1 to 4 Family—6/75—FNMA/FHLMC UNIFORM INSTRUMENT

Assignment of this Instrument Recorded in
Real Estate T/P Book
No. 216 Page 137
This the 23 day of Sept 19 22
H. D. Ferguson Clerk

Assignment of this Instrument Recorded in
Real Estate T/P Book
No. 298 Page 361
This the 7 day of June 19 83
H. D. Ferguson Clerk

48

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 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. 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 _____ 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.

Carl S. Jones
.....
Carl S. Jones —Borrower

Sue R. Jones
.....
Sue R. Jones —Borrower

STATE OF MISSISSIPPI, DeSoto County ss:

On this 2nd day of March, 1976, personally appeared before me, the undersigned authority in and for said County and State, the within named Carl S. Jones and Sue R. Jones, 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
6/5/79
STC-33692

Lee V. Hamberlin
.....
Notary Public
Lee V. Hamberlin

This Instrument Prepared by:
Lee V. Hamberlin, Attorney
5865 Ridgeway Parkway #104
Memphis, Tennessee 38138

RETURN TO SECURITY TITLE CO.

(Space Below This Line Reserved For Lender and Recorder)

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. 5 day of March 1976, and that the same has
been recorded in Book 197 Page 47 records of REAL ESTATE Trust Deed
of said County.

Witness my hand and seal this the 5 day of March 1976.

Fees \$ 5.50 pd.

SEAL *H. P. Ferguson* CLERK

5865 Ridgeway Parkway
Memphis, Tenn.
38138

CLERK
Pd. 5.50

Partial Release of this Instrument Recorded in

Real Estate 710 Book

No. 220 Page 395

This 6 day of Jan. 19 28

H. D. Ferguson Clerk

Subordination Agreement

Partial Release of this Instrument Recorded in

Real Estate 710 Book

No. 209 Page 591

This 24 day of March 19 27

H. D. Ferguson Clerk

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

DEED OF TRUST LAND

CANCELLED BY AUTHORITY DEPOSITED IN BOOKS
374 PAGE 36

DATE 27 DAY OF Aug 19 28
H. D. Ferguson
CHANCELLER CLERK
D.S.

THIS INDENTURE, this day made and entered into between JON A. REEVES AND ROBERT M. WILLIAMS, JR.

of the first part, hereinafter designated as the Grantor,

D. B. BRIDGFORTH, JR. Trustee, of the second part, hereinafter designated as Trustee, and

THE HERNANDO BANK of the third part, hereinafter designated as the Beneficiary.

WITNESSETH: That whereas the Grantor is justly indebted to the beneficiary in the full sum of THIRTEEN THOUSAND AND no/100----- DOLLARS (\$ 13,000.00) evidenced by one promissory note of even date herewith in favor of the beneficiary, bearing interest ~~at the rate of~~ as provided for in said Note ~~per centum per~~ annum after ~~date~~ , providing for the payment of attorney's fees in case of default and being due and payable as follows, to-wit:

On or before one (1) year from the date of this instrument, together with all interest accrued thereon.

This deed of trust is given not only to secure the above mentioned indebtedness but further secure a line of credit not to exceed the amount specified in paragraph "First" hereinafter setforth in this instrument, and to further secure any loans made by party of the third part to Reeves-Williams, Inc., a Mississippi Corporation.

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

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

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

Part of Section 14, Township 1 South, Range 8 West, DeSoto County, Mississippi, more particularly described as Beginning at the Point of intersection of the Mississippi-Tennessee State Line with the north-easterly line of U.S. Highway #51; thence southeastwardly along said northeasterly line 406.78 feet to a point in the northwesterly line of a 50 foot Ingress and Egress easement; thence northeastwardly and eastwardly along the northwesterly and northerly line of said easement 499.09 feet to a point in the north line of Forrest Drive at the south-west corner of Lot 242-A Sec. A-1 Southaven Subdivision; thence north along the west line of said subdivision 160 feet to a point in the Mississippi-Tennessee State Line; thence west along said State Line 679.66 feet to the point of beginning containing 3.1 acres more or less, together with improvements situated thereon.

Partial Release of this Instrument Recorded in
Real Estate 710 Book
No. 287 Page 351
This 10 day of Sept. 19 28
H. D. Ferguson

Parties of the first part reserves the right to prepay all or any part of the indebtedness secured by this instrument on or before the due dates without penalty.

Parties of the first part further covenant to maintain fire and extended coverage insurance in an amount satisfactory to the beneficiary of this instrument at all times during the life of this instrument.

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

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary herein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment of interest as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other 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 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 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 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 the expense are made or incurred. In case the beneficiary or the owner or holder of said secured notes elects to advance insurance premium and/or taxes, the receipt of an agent of the insurance company or companies in which said insurance is placed shall, with respect to such insurance premiums, be conclusive evidence as between the parties to this conveyance of the amount and fact of payment thereof; and the receipt of the proper public official, shall with respect to the taxes and assessments, aforesaid, be conclusive as between the parties to this conveyance of the amount and validity of said taxes or assessments and of the fact of the payment thereof.

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

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

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

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

IN TESTIMONY WHEREOF, witness the signature of the grantor this the 1st day of March, 1976

Jon A. Reeves
 Jon A. Reeves
Robert M. Williams, Jr.
 Robert M. Williams, Jr.

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 Jon A. Reeves and Robert M. Williams, Jr. who severally acknowledged that they signed and delivered the above and foregoing deed of trust on the day and year therein mentioned.

Given under my hand and official seal, this the 1st day of March, 1976
 My Commission Expires: My Commission Expires January 8, 1980
Deborah B. Anstis
 Notary Public



STATE OF MISSISSIPPI, DESOTO COUNTY
 I certify that the within instrument was filed for record at 9 o'clock
 on the 5th day of March, 1976, and that the same has
 been recorded in Book 51 Page 58 REAL ESTATE Trust Deed

55

5.0 pd.

5 H. G. Ferguson Clerk
 March 1976

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

DEED OF TRUST LAND

THIS INDENTURE, this day made and entered into between

WILLIAM T. SCARBOROUGH ^{GR} and wife, KATHERINE ^W SCARBOROUGH, Party
of the first part, hereinafter designated as the Grantor,

D. B. Bridgforth, Jr., Trustee, of the second part, hereinafter designated as Trustee, and

THE SECURITY BANK OF SOUTHAVEN,

Party of the third part, hereinafter designated as the Beneficiary.

WITNESSETH: That whereas the Grantor is justly indebted to the beneficiary in the full sum of
EIGHT THOUSAND THREE HUNDRED FORTY-ONE and 80/100 ----- DOLLARS
(\$ 8,341.80) evidenced by a promissory note of even date herewith in favor of
the beneficiary, bearing interest at the rate of Eight per centum per annum after
maturity, providing for the payment of attorney's fees in case of default and being due
and payable as follows, to-wit:

The sum of Eight Thousand Three Hundred Forty-One and 80/100 Dollars
(\$8,341.80), which includes principal and interest, due and payable
in sixty (60) equal monthly installments of \$139.03 each, beginning
March 25, 1976, and due the 25th day of each month thereafter until
whole of said indebtedness is paid in full.

This Deed of Trust is second and subordinate to that certain Deed of Trust of
record in Book 180, Page 131, in the office of the Chancery Clerk of DeSoto
County, Mississippi.

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

NOW, THEREFORE, in consideration of the premises, and the further consideration of Ten 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 South 10.1 acres, more or less, of the following described 23.1 acre tract:
Commencing at the southwest corner of the southeast quarter of Section 5,
Township 2 South, Range 7 West, DeSoto County, Mississippi; thence north along
the west line of said quarter section a distance of 345.18 feet to an iron pin
set on the west edge of a county gravel road being the southwest corner of
described tract and the point of beginning; thence continuing along said line
N 01 deg. 20 min. 53 sec. E 452.00 feet to an iron pin set in a county gravel
road; thence along said gravel road in a northeasternly direction with the
following locative calls: N 58 deg. 24 min. 29 sec. E 42.38 ft.; N 65 deg.
22 min. 35 sec. E 343.21 ft.; N 61 deg. 32 min. 43 sec. E 176.30 ft.; N 73
deg. 54 min. 15 sec. E 209.20 ft.; N 76 deg. 28 min. 50 sec. E 188.22 ft.;

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N 47 deg. 07 min. 43 sec. E 243.60 ft.; to an iron pin set in said gravel road; thence S 89 deg. 31 min. 45 sec. E 275.00 ft. to an iron pin; thence S 01 deg. 20 min. 53 sec. W 981.17 ft. to an iron pin; thence N 89 deg. 31 min. 45 sec. W 1331.88 ft. to the point of beginning containing 23.10 acres, more or less. All bearings referenced to true north as determined by solarus observations.

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.

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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 expenses are made or incurred. In case the beneficiary or the owner or holder of said secured notes elects to advance insurance premium and/or taxes, the receipt of an agent of the insurance company or companies in which said insurance is placed shall, with respect to such insurance premiums, be conclusive evidence as between the parties to this conveyance of the amount and fact of payment thereof; and the receipt of the proper public official, shall with respect to the taxes and assessments, aforesaid, be conclusive as between the parties to this conveyance of the amount and validity of said taxes or assessments and of the fact of the payment thereof.

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

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

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

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

IN TESTIMONY WHEREOF, witness the signature of the grantor this the 4th day of March, 1976.

William T. Scarborough, Sr.
William T. Scarborough, Sr.

Katherine W. Scarborough
Katherine Scarborough
W.

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 T. Scarborough, Sr. and Katherine W. Scarborough 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 4th day of March, 1976.
My Commission Expires: January 8, 1980

Deborah B. Ambro
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 9 o'clock
on the 5 day of March 1976, and that the same has
been returned in Book 197 Page 54 records of REAL ESTATE Trust Deed
of said county.
5
H. H. Johnson CLERK
March 1976.

5.00 pd.

Mississippi

ASSIGNMENT OF DEED OF TRUST CORRECTIVE

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

UNION PLANTERS NATIONAL BANK OF MEMPHIS,

that certain Deed of Trust executed by

ELIZABETH WILDER SPRAY,

to C. B. Henley, Trustee, for the benefit of Bailey Mortgage Company, dated December 22, 1975, securing a note in the sum of \$ 31,250.00 recorded in Book 196, Page 553, of the office of the Chancery Clerk of DeSoto County, Mississippi, together with the indebtedness secured thereby.

IN WITNESS WHEREOF the undersigned has executed this Assignment through its duly authorized officer and has caused its corporate seal to be thereunto affixed on this, the 2nd. day of March, 1976.

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 2nd. day of March, 19 76.

Margaret Suzanne Moore
NOTARY PUBLIC

BMC-14

My Commission Expires Feb. 22, 1978

STC-33172

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock no minutes A. M. 5 day of March 1976, and that the same has been recorded in Book 197 Page 57 records of REAL ESTATE Trust Deed

5 March 1976
H. H. J. J. J.
2.50

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Assignment of this Instrument Recorded in
Real Estate Book
No. 223 Page 107
This the 28 day of March 1978
H. J. Ferguson

Assignment of this Instrument Recorded in
Real Estate Book
No. 197 Page 107
This the 9 day of March 1976
H. J. Ferguson

Assignment BY AUTHORITY RECORDED IN BOOK
379 PAGE 334
THIS 13 DAY OF Oct 1986
H. B. Ferguson
CHANCERY CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK
409 PAGE 146
THIS 23 DAY OF July 1987
H. B. Ferguson
CHANCERY CLERK

STATE OF MISSISSIPPI
FHA FORM NO. 2135
Revised January 1971

DEED OF TRUST

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

THIS DEED OF TRUST, made and entered into this 29th day of December, 1975, by and between

WILLIAM H. HOPPER

, hereinafter called the Grantor;

MAX B. OSTNER, JR., hereinafter called the Trustee, and

JAMES E. MCGEHEE & COMPANY, INC.

and existing under the laws of State of Tennessee, a corporation organized and post-office address at 2200 Commerce Square, Memphis, Tn, having its principal office in Memphis, Tn, 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 98, Section A Revised, Lakewood Estates Subdivision, as shown by the plat recorded in Plat Book 11, Pages 1-3, in the Office of the Chancery Clerk of DeSoto County, Mississippi, in Section 23, Township 2 South, Range 7 West.

TO HAVE AND TO HOLD the same unto the Trustee and unto his successors and assigns, forever.
IN TRUST, HOWEVER, to secure to

JAMES E. MCGEHEE & COMPANY, INC., a corporation organized and existing under the laws of State of Tennessee

the payment of a certain promissory note of even date herewith in the principal sum of thirty-nine thousand four hundred fifty and 00/100 Dollars (\$39,450.00) 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 James E. McGehee & Company, Inc

2200 Commerce Square in Memphis, Tn 38103

or at such other place as the holder may designate, in writing, in monthly installments of two hundred eighty-nine and 56/100 Dollars (\$289.56), commencing on the first day of February, 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 January, 2006

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

1. That he will pay all and singular the principal and interest and other sums of money payable by virtue of the note secured hereby and of this lien, at the times and in the manner in said note and hereinafter provided. Privilege is reserved to pay the debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due on the note, on the first day of any month prior to maturity; provided, however, that written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment; and provided further that in the event the debt is paid in full prior to maturity and at that time it is insured under the provisions of the National Housing Act, he will pay to the Beneficiary an adjusted premium charge of one percentum (1%) of the original principal amount thereof, except that in no event shall the adjusted premium exceed the aggregate amount of premium charges which would have been payable if this Deed of Trust and the note secured hereby had continued to be insured until maturity; such payment to be applied by the Beneficiary upon its obligation to the Secretary of Housing and Urban Development on account of mortgage insurance.

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

- (a) An amount sufficient to provide the holder hereof with funds to pay the next mortgage insurance premium if this instrument and the note secured hereby are insured, or a monthly charge (in lieu of a mortgage insurance premium) if they are held by the Secretary of Housing and Urban Development, as follows:
 - (I) If and so long as said note of even date and this instrument are insured or are reinsured under the provisions of the National Housing Act, an amount sufficient to accumulate in the hands of the holder one (1) month prior to the due date the annual mortgage insurance premium, in order to provide such holder with funds to pay such premium to the Secretary of Housing and Urban Development pursuant to the National Housing Act, as amended, and applicable Regulations thereunder; or
 - (II) If and so long as said note of even date and this instrument are held by the Secretary of Housing and Urban Development, a monthly charge (in lieu of a mortgage insurance premium) which shall be in an amount equal to one-twelfth (1/12) of one-half (1/2) per centum of the average outstanding balance due on the note computed without taking into account delinquencies or prepayments;
- (b) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable to renew the policies of fire and other hazard insurance on the premises covered by this Deed of Trust, plus taxes and assessments next due on these premises (all as estimated by the Beneficiary) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by the Beneficiary in trust to pay said ground rents, premiums, taxes, and special assessments; and
- (c) All payments mentioned in the two preceding subsections of this paragraph and all payments to be made under the note secured hereby shall be added together, and the aggregate amount thereof shall be paid by the Grantor each month in a single payment to be applied by the Beneficiary to the following items in the order set forth:
 - (I) premium charges under the contract of insurance with the Secretary of Housing and Urban Development, or monthly charge (in lieu of mortgage insurance premium), as the case may be;
 - (II) ground rents, if any, taxes, special assessments, fire and other hazard insurance premiums;
 - (III) interest on the note secured hereby; and
 - (IV) amortization of the principal of said note.

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

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

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

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

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

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

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

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

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

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

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

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

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

William H. Hopper
WILLIAM H. HOPPER

STATE OF MISSISSIPPI, }
COUNTY OF DESOTO }

Personally appeared before me, A Notary Public, the undersigned authority of law in and for the said County, the within named WILLIAM H. HOPPER who acknowledged that he signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and seal this 5th day of March

My commission expires:
March 3, 1980

STATE OF MISSISSIPPI }
COUNTY OF DESOTO }

Janice W. ...
NOTARY PUBLIC



STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 1 o'clock
10 minutes P. M. 5 day of March 1976, and that the same has
been recorded in Book 197 Page 58 records of REAL ESTATE Trust Deed
of said County.

Witness my hand and seal this the 5 day of March 1976

Fees \$ 6.00 pd.

SEAL *H. P. Ferguson* CLERK

Assignment of this Instrument Recorded in
Real Estate T 1 D Book
No. 197 Page 515
This the 23 day of March 1976

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S. M. Katz Clerk

D-77217 g1

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

VA Form 25-5882 (Home Loan)
Revised December 1965. Use Op-
tional Section 1210, Title 38,
U.S.C. Acceptable to Federal
National Mortgage Association.

MISSISSIPPI

DEED OF TRUST

THIS DEED OF TRUST, made and entered into this 3rd day of March, 1976,
by and between GALON K. CARPENTER AND WIFE, DEBORAH M. CARPENTER

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

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

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

Lot 105, Section A, Revised, SOUTHAVEN SUBDIVISION, in Section 14,
Township 1 South, Range 8 West, as shown on plat of record in Plat
Book 2, Pages 4 and 5, in the office of the Chancery Clerk of DeSoto
County, Mississippi, to which plat reference is hereby made for a more
particular description of said lot. As per survey by ACME SURVEY
COMPANY, dated January 23, 1976.

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 be 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 said note secured hereby are guaranteed under the provisions of
the Servicemen's Readjustment Act, he will not execute or file for
record any instrument which imposes a restriction upon the sale or
occupancy of the mortgaged property on the basis of race, color or
 creed. Upon any rescission of this undertaking, the mortgagee herein
may, at its option, declare the unpaid balance of the debt secured
hereby immediately due and payable.

The holders of the indebtedness described herein shall have the option
at any time to require Grantors to pay to the Holders of the indebtedness
in addition to and concurrent to the monthly installment of principal and
interest and escrow for taxes and hazard insurance, a sum equal to one-
twelfth of the annual flood insurance premium in the event the Holder
of the indebtedness requires flood insurance and same is available under the
National Flood Insurance Act of 1970 or subsequent similar legislation;
said sum to be held in escrow with no liability on the part of the Holder
of the indebtedness for interest thereon and to be used in payment of said
insurance when due and payable. If the amount so held shall at any time
be insufficient to pay said insurance premium when due and payable, the
Grantors shall promptly deposit the entire amount of said deficit.

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

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

IN TRUST, HOWEVER, to secure to the Beneficiary named above, the payment of a certain promissory note of even date herewith in the principal sum of TWENTY SIX THOUSAND FIVE HUNDRED AND NO/100-- Dollars (\$ 26,500.00---), with interest from date at the rate of EIGHT AND 3/4----- per centum (8 3/4%) per annum on the balance remaining from time to time unpaid; principal and interest being payable at the office of NATIONAL MORTGAGE COMPANY, 4041 KNIGHT ARNOLD ROAD in MEMPHIS, TENNESSEE 38118, or at such other place as the holder may designate, in writing delivered or mailed to the Grantor, in monthly installments of Two Hundred Eight and 56/100--- Dollars (\$ 208.56-----), commencing on the first day of May, 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 April, 2006.

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 the parties hereto 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.

Galon K. Carpenter
GALON K. CARPENTER
Deborah M. Carpenter
DEBORAH M. CARPENTER

Tennessee
STATE OF MISSISSIPPI
COUNTY OF Shelby

Personally appeared before me *M. Valjean*, the undersigned *Notary public* in and for said County, the within named Galon K. Carpenter and Deborah M. Carpenter, his wife, who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and seal this 3rd day of March, 1976

M. Valjean
My Commission Expires June 11, 1979
NOTARY PUBLIC

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 2 o'clock
35 minutes P. M. 5 day of March 1976, and that the same has
been recorded in Book 197 Page 61 records of REAL ESTATE Trust Deed
of said County.
Witness my hand and seal this the 8 day of March 1976
Fees \$ 5.50 pd.
CLERK *H. H. Ferguson*

STATE	De	GALON K.	DELTA	NATION	STATE OF MISS	County of De	I, <i>H. H. Ferguson</i>	Clerk of the Co	do hereby cert	was filed for	1976, and wa	Record of Deed	on the	Fee	<i>pd 5.50</i>
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CANCELLED BY AUTHORITY RECORDED IN BOOK
301 PAGE 148
26 DAY OF July 1983
H. B. Ferguson
CHANCERY CLERK

Assignment of this instrument recorded in
Book Estate T 12
No. 199 Page 90
This the 27 day of April 1976
H. B. Ferguson Clerk

STATE OF MISSISSIPPI
FHA FORM NO. 2135
Revised January 1971

DEED OF TRUST

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

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

D-77412-LL

THIS DEED OF TRUST, made and entered into this 1st day of March, 1976 by and between

ROBERT H. WORSHAM and wife, DONNA P. WORSHAM, hereinafter called the Grantor;
DELTA TITLE COMPANY, hereinafter called the Trustee, and NATIONAL MORTGAGE COMPANY, hereinafter called the Beneficiary;

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

WITNESSETH, That the Grantor, in consideration of the debt and trust hereinafter mentioned, and the sum of One Dollar (\$1.00) to the Grantor paid by the Trustee, the receipt whereof is hereby acknowledged, does by these presents grant, bargain, sell, convey, and warrant unto the Trustee, the following-described real estate, together with all buildings and improvements thereon (or that may hereafter be erected thereon), and the hereditaments and appurtenances and all other rights thereunto belonging, or in anywise now or hereafter appertaining, and the reversion and reversions, remainder or remainders, rents, issues, and profits thereof, and all rights of homestead, and all plumbing, heating, and lighting fixtures and equipment now or hereafter attached to or used in connection with said premises, situated in the County of DESOTO, State of Mississippi, to wit: Lot 2431, Section "L", SOUTHAVEN WEST Subdivision, in Section 27, Township 1 South, Range 8 West, as shown on plat of record in Plat Book 4, Page 51, in the office of the Chancery Clerk of Desoto County, Mississippi, to which plat reference is hereby made for a more particular description of said lot, as per survey by Acme Survey Company, dated January 16, 1976.

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 payment to the monthly installment of principal and interest and service fees taxes and special assessments, a sum equal to one-twelfth of the annual debt service provided in the deed, the holder of the indebtedness requiring said payment and cause to be paid by the Grantor. National Flood Insurance Act of 1968 or subsequent amendments thereto, said sum to be held in escrow until paid to the holder of the indebtedness, which sum shall be used for the purpose of paying the indebtedness, which sum shall be held in escrow until the indebtedness is paid in full, and the Grantors shall not be liable for the amount of said sum.

TO HAVE AND TO HOLD the same unto the Trustee and unto his successors and assigns, forever.
IN TRUST, HOWEVER, to secure to NATIONAL MORTGAGE COMPANY

and existing under the laws of STATE OF TENNESSEE, a corporation organized and having its principal office at 4041 KNIGHT ARNOLD ROAD, MEMPHIS, TENNESSEE 38118 hereinafter called the Beneficiary:
of a certain promissory note of even date herewith in the principal sum of TWENTY TWO THOUSAND THREE HUNDRED AND NO/100 Dollars (\$ 22,300.00) with interest from date at the rate of EIGHT AND 3/4 per centum (8-3/4) per annum on the balance remaining from time to time unpaid; principal and interest being payable at the office of NATIONAL MORTGAGE COMPANY, MEMPHIS, TENNESSEE 38118
4041 KNIGHT ARNOLD ROAD

or at such other place as the holder may designate, in writing, in monthly installments of ONE HUNDRED SEVENTY FIVE AND 50/100 Dollars (\$ 175.50), commencing on the first day of April, 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 March, 2006

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

1. That he will pay all and singular the principal and interest and other sums of money payable by virtue of the note secured hereby and of this lien, at the times and in the manner in said note and hereinafter provided. Privilege is reserved to pay the debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due on the note, on the first day of any month prior to maturity; provided, however, that written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment, and provided further that in the event the debt is paid in full prior to maturity and at that time it is insured under the provisions of the National Housing Act, he will pay to the Beneficiary an adjusted premium charge of one percentum (1%) of the original principal amount thereof, except that in no event shall the adjusted premium exceed the aggregate amount of premium charges which would have been payable if this Deed of Trust and the note secured hereby had continued to be insured until maturity; such payment to be applied by the Beneficiary upon its obligation to the Secretary of Housing and Urban Development on account of mortgage insurance.

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

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

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

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

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

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

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

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

(III) interest on the note secured hereby; and

(IV) amortization of the principal of said note.

Any deficiency in the 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 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 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, in premiums on such insurance provision for payment of which has not been made hereinbefore. All insurance shall be carried in companies approved by the Beneficiary and the policies and renewals thereof shall be held by the Beneficiary and have attached thereto loss payable clauses in favor of and in form acceptable to the Beneficiary. In event of loss the Grantor will give immediate notice by mail to the Beneficiary, who may make proof of loss if not made promptly by the Grantor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Beneficiary instead of to the Grantor and the Beneficiary jointly, and the insurance proceeds, or any part thereof, may be applied by the Beneficiary at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this Deed of Trust or other transfer of title to the said premises in extinguishment of the indebtedness secured hereby, all right, title, and interest of the Grantor in and to any insurance policies then in force shall pass to the purchaser or grantee.

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

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

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

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

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

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

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

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

Robert H. Worsham
ROBERT H. WORSHAM

Donna P. Worsham
DONNA P. WORSHAM

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

Personally appeared before me, the undersigned notary public in and for the said County, the within named ROBERT H. WORSHAM and DONNA P. WORSHAM, his wife, who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and seal this 1st day of March

M. [Signature]
My Commission Expires July 11, 1978

STATE OF MISSISSIPPI }
COUNTY OF De Soto }

I, H. S. Ferguson, Clerk of the Court of the Chancery of said County, do hereby certify that the foregoing conveyance was filed for registration in the

STATE OF MISSISSIPPI, DEKALB COUNTY
I certify that the foregoing instrument was filed for record at 2 o'clock 35 minutes P. on 19 1976 March and that the same has been recorded in the 66 March of REAL ESTATE Trust Deed.

5.50

H. S. Ferguson
1976

PARTIAL RELEASE

FOR A VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, CAMERON-BROWN COMPANY, does hereby release from the lien of the Deed of Trust given by PHILIP MORTON AND COMPANY, INC., to Paul M. Roseman, Jr. and Frank B. Williams, Trustee for the benefit of CAMERON-BROWN COMPANY, which Deed of Trust is dated the 31st day of August, 1973, and recorded in Deed of Trust Book 165, Page 219, 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 82, 83, 92 and 93, Hernando Estates Subdivision, Section B, in Section 7, Township 3, Range 7, as shown on the recorded Plat of said subdivision in Plat Book 6, Page 9, in the office of the Chancery Court of DeSoto County, Mississippi.

In all other respects said Deed of Trust recorded in Deed of Trust Book 165, Page 219, 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 CAMERON-BROWN COMPANY, by its duly authorized officer, this the 27th day of February, 1976.

CAMERON-BROWN COMPANY

BY: Robert H. Hardin
Officer Asst. Vice President

STATE OF MISSISSIPPI
COUNTY OF HINDS

This day personally appeared before me, the undersigned authority in and for said county and state, the within named Robert H. Hardin, Asst. Vice President of Cameron-Brown Company, who acknowledged that acting for and on behalf of said corporation and being fully authorized thereto, he signed, sealed and delivered the above and foregoing Partial Release as the act and deed of said corporation.

GIVEN under my hand and seal of office this the 27th day of February, 1976.

Wm. Cameron
Notary Public

1976.
NOTARY PUBLIC
My commission expires:
10/3/77

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 8 o'clock 45 minutes A. M. 8 day of March 1976, and that the same has been recorded in Book 197 Page 68 of REAL ESTATE Trust Deed

2.50

8 March 1976.
H. P. Ferguson

CANCELLED BY AUTH: _____ RECORDED IN BOOK
280 PAGE 289
JAN 27 DAY OF Jan. 19 82
H. D. Ferguson
CHANCERY CLERK

69

DEED OF TRUST

STATE OF MISSISSIPPI

COUNTY OF DeSoto

WHEREAS, John Willie Newsom and wife, Airlean B. Newsom

parties of the first part,

are justly indebted unto Money Mart Inc of Olive Branch party of the second part, in the sum of

HOLDER

FourThousand Five hundred Twelve and 05/100-----DOLLARS

(\$ 4512.05) as evidenced by a promissory note, dated February 26, 19 76,

and due and payable in 36 installments of \$ 125.00 each beginning April 1, 1976 and like payments on the same day of each successive month thereafter until paid in full, and being desirable 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, Miss as Trustee, the
NAME OF TRUSTEE CITY STATE
following described real property situated in DeSoto County, State of Mississippi,
to-wit:

The land lying in DeSoto County, Mississippi and described as follows, to wit: Lot 3, Lousie White Subdivision No. 3 as shown of record in Plat Book 8, page 33, Chancery Court Clerk's Office, deSoto County, Mississippi and being more particular described as follows, to wit: COMMENCING at an iron pin of the Southwest corner of the Northeast Quarter of Section 5, Township 3, Range 5 West run North 5 degrees 30 degrees West with the quarter section line 178 feet to a point in a public road; Thence run North 84 degrees 49' East 40 feet tp a stake on the South line of the cemetary and the North right way of line a public road for the beginning point; thence run North 84 degrees 49' East with said line 260 feet to the Southeast Corner of said cemetary; thence run North 32 degrees 30' East 368 feet to a stake; thence run South 23 degrees 45' East 280 feet to a stake; thence run South 57 degrees 15' West 208 feet to a stake on the North right of way line of a public road: thence run North 71 degrees 30' West with said right of way line 123 feet to a point; thence run North 82 degrees West with said line 257 feet to the beginning point. Containing 1.5 acres, more or less. All said land being in the Northeast Quarter of Section 5, Township 3, Range 5 West, DeSoto County, Mississippi.

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

IN TRUST, however, that if at any time the indebtedness herein secured, or interest thereon, or any renewals or extensions thereof, or of any part or installment thereof, with interest thereon, or any other indebtednesses becoming due and owing by the grantor(s) to the beneficiary prior to the payment of the indebtedness herein secured, should be past due and unpaid, the beneficiary herein, their legal representatives, successors (heirs) or assigns, may declare all indebtedness at that time owing due and payable; and the Trustee herein named or any substituted Trustee shall, at the request of the beneficiary herein, their legal representatives, successors (heirs) or assigns, sell the property herein conveyed at

public outcry to the highest bidder for cash, within legal hours, in front of the Court House in DeSoto County, Mississippi, on a day to be fixed by such Trustee, after first giving three weeks' notice of the time, place and terms of said sale by advertisement in some

newspaper published in DeSoto County, Mississippi, and having a general circulation therein, and by posting notice thereof at the Court House in said county; and shall, out of the proceeds of said sale pay: first, all costs and expenses of making said sale, including a reasonable Trustee's fee therefor; and next, the entire amount of the indebtedness at that time owing to the beneficiary herein by the grantor(s), with interest thereon up to the date of making said sale; the overplus, if any there be, to be paid to the grantor(s), his (their) (its) legal representatives, heirs (successors) or assigns.

If grantor fails to provide the insurance and pay all taxes, assessments or other governmental charges, as herein provided, the beneficiary, or any future holder of the indebtedness secured hereby, may secure and pay such insurance, and pay such taxes, assessments, and other governmental charges, and all expenditures for such purposes shall become an indebtedness of the grantor, due upon demand, and the payment of the same shall be secured by this instrument.

The following are authorized to affect and substitute another trustee in the place of the above named trustee, or any successor, at any time any of them may so desire, namely: (1) the beneficiary herein, (2) if there be more than one beneficiary, then any one of them, or (3) any future holder of the indebtedness secured hereby, or any part hereof. It shall not be necessary to obtain the consent or resignation of the original trustee, or any successor, before appointing another trustee in his place, and any such appointee, who may be an agent, employee, or officer of the beneficiary, shall have full and sole power as trustee herein.

WITNESS Their signature(s), this the 26 day of February, 19 76.

WITNESSES:

_____ Airlean Newsom
_____ John Willie Newsom

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, John Willie Newsom & Airlean Newsom, 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 26 day of February,

MY COMMISSION EXPIRES: 7/23/77

James 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, deposeth and saith that he saw the within named _____, whose name(s) (is) (are) subscribed thereto, sign, seal and deliver the same to this 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

DEED				Trustee															

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 9 o'clock 30 minutes A. M. 8 day of March 1976, and that the same has been recorded in Book 197 Page 69 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 8 day of March 1976.
H. H. Ferguson
Fees 3.50 rd.

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST Class C

STATE OF MISSISSIPPI, }
DeSoto County. } ss.

KNOW ALL MEN BY THESE PRESENTS: That Bank of Mississippi
of Olive Branch, Miss. the beneficiary, does hereby certify that a certain trust deed
bearing date the 4th day of May 19 74, made and executed by Richard C. O'Coners
and wife, Colette M. O'Coners 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. 175 on page 330
of the Record of Trust Deeds, on the 20th day of May A. D. 19 74, is now fully paid
and satisfied; and I do hereby authorize the Clerk of the Chancery Court of said DeSoto
County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of
said County also as provided by law.

Bank of Mississippi, Olive Branch, Miss.

Peggy Mitchell

STATE OF MISSISSIPPI, }
DeSoto County. } ss.

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

Given under my hand and seal of office this 1st day of March A. D. 19 76

Beth L. Hollowell

My Commission Expires Feb. 9, 1978

LAWRENCE-GREENWOOD 87844

STATE OF MISSISSIPPI, }
I hereby certify that the foregoing instrument was filed for record at 9 o'clock
no A. 8 March
1976 71
REAL ESTATE Trust Deed

2.50

8 March
H. H. Ferguson

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 14th day of Sept. 19 68, made and executed by Annie Mae Henry
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. 104 on page 251
of the Record of Trust Deeds, on the 16th day of November, A. D. 19 68, is now fully paid
and satisfied; and I do hereby authorize the Clerk of the Chancery Court of said DeSoto
County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of
said County also as provided by law.

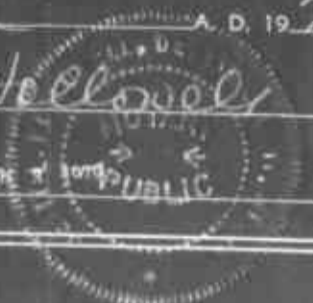
Bank of Mississippi, Olive Branch, Miss.
Beggy Mitchell

STATE OF MISSISSIPPI, }
DeSoto County. } ss.

Personally came and appeared before me, the undersigned authority a Notary Public
in and for County and State aforesaid, Beggy 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 3rd day of March, A. D. 19 76

Betty L. Holloway
My Commission Expires 1976



LAWRENCE-GREENWOOD 87844

STATE OF MISSISSIPPI, DE SOTO COUNTY
I hereby certify that the above instrument was filed for record at 9 o'clock
A. M. on the 8 day of March 1976, and that the same has
been filed for record in the office of the Chancery Clerk of DeSoto County, Mississippi.

36

A.

8
1976

12

8

March

1976

H. P. Ferguson

258

4037 ORDER TO CLERK TO CANCEL DEED OF TRUST

Class C

STATE OF MISSISSIPPI,
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 4th day of June 1966, made and executed by Jester Ray Darling

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. 91 on page 354

of the Records of Trust Deeds, on the 14th day of September, A. D. 1966, 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.

Personally came and appeared before me, the undersigned authority A Notary Public

in and for County and State aforesaid, Peggy Mitchell who acknowledged to me that she is the

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

Given under my hand and seal of office this 3rd day of March 1976

Bett L. Hollingsworth
My Commission Expires Feb. 3, 1978



STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the

30 A. 8 1977 13 March

2.50

8 March

[Signature]

74

ASSIGNMENT

FOR VALUE RECEIVED, Peoples Bank and Trust, a Mississippi banking corporation, does hereby set over, transfer and assign unto Pauline Strickland, that certain Promissory Note and Deed of Trust executed by dated March 21st, 1969 and recorded in Deed of Trust Book 108 page 400, Land Trust Deed Records, DeSoto County, Mississippi.

WITNESS THE SIGNATURE of the authorized officials of the Peoples Bank and Trust, this the 5th day of March, 1976.

PEOPLES BANK AND TRUST

BY: W. W. Kerr
W. W. Kerr, President

STATE OF MISSISSIPPI

COUNTY OF DESOTO

This day personally appeared before me, the undersigned authority in and for said county and state, the within named, W. W. Kerr, President of the above named Peoples Bank and Trust, a corporation, who severally acknowledged that for and on behalf of said corporation, he signed and delivered the above and foregoing Assignment on the day and year therein mentioned 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 5th day of March, 1976.

[Signature]
Notary Public

My Commission Expires:



STATE OF MISSISSIPPI, DE SOTO COUNTY
I certify that the within instrument was filed for record at 9 o'clock PM on 5 day of March 1976, and that the same has been recorded in Book 108 page 400 of said Deed of Trust records.
Witness my hand and official seal of office this 8 day of March 1976.
[Signature]
2.50

CANCELLED BY AUTHORITY RECORDED IN BOOK

319 677
THIS 19 July 1984

H. D. Ferguson
CHANCERY CLERK

L 33

Partial Release of this Instrument Recorded in

Real Estate T10 Book
No. 233 Page 759

This 17 day of Nov. 1978

H. D. Ferguson Clerk
Lot 33

75

Deed of Trust

To

CANCELLED BY AUTHORITY RECORDED IN BOOK

324 12
THIS 1 DAY OF OCT 1984

H. D. Ferguson
CHANCERY CLERK D.S

THIS DEED OF TRUST, Made and entered into this the 30th day of January, 19 76,
by and between S. & M Developments, Inc.

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

WITNESSETH: THAT WHEREAS the Grantors are justly indebted to the Beneficiary in the full sum of
Four Hundred Twenty Nine Thousand and No/100 ----- DOLLARS
(\$ 429,000.00), evidenced by promissory note of even date herewith payable to the Beneficiary as follows,
to-wit:

Said note being payable on demand and being payable to National Mortgage Company
and being executed by S & M Developments, Inc. and being given for value received.
Privilege is given and reserved so that the party of the first part, their
successors and assigns may at anytime obtain a release from lien of this instru-
ment upon payment to the holder of the above described note the amount of
\$33,000.00 as payment of each lot, plus accrued interest. Such release to be
made at the expense of the party of the first part.

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

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

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

Lots 6, 8, 9, 15, 19, 29, 33, 34, 36, 37, 38, 39 and 40, Acree Place Subdivision,
Section 18, Township 3 South, Range 7 West, as per plat thereof recorded in Plat
Book 8, Pages 35-36, in the Office of the Chancery Clerk of DeSoto County, Missis-
sippi.

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

Partial Release of this Instrument Recorded in

Real Estate T10 Book
No. 230 Page 706

This 13th day of Sept. 1978

H. D. Ferguson Clerk
Lot 29

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 828 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.

S & M DEVELOPMENTS, INC.

Rennie Salky
RENNIE SALKY, PRESIDENT

TENNESSEE
STATE OF ~~MISSISSIPPI~~
COUNTY OF SHELBY

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

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

Given under my hand and official seal, this the 30th day of January

Helen Light
Notary Public
My Commission Expires September 1, 1978
My Commission expires _____



STATE OF MISSISSIPPI
COUNTY OF _____

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

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

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

Notary Public

My Commission expires _____

LAND
Deed of Trust
FROM
TO

STATE OF MISSISSIPPI } Chancery Court
Desoto County.

I certify that this Deed of Trust was filed for
record in my office at 5:00 o'clock P. M., on
the 8th day of March, 1976
and was duly recorded the _____ day of _____
19____ on page _____
Book No. _____ in my office.
Witness my hand and seal of office this
day of _____, 19____

Chancery Clerk,
D. C.

19.202d

DESOTO TITLE CO., INC.
P. O. Box 467
Hernando, Miss. 38632

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 11 o'clock
35 minutes A. M. 8 day of March, 1976, and that the same has
been recorded in Book 197 Page 75 records of REAL ESTATE Trust Deed
of said County.

Witness my hand and seal this the 8 day of March, 1976.

Fees \$ 6.80 pd.

H. P. Ferguson CLERK

RELEASE OF DEED OF TRUST

THE STATE OF MISSISSIPPI)
)
COUNTY OF DE SOTO)

In consideration of the payment of \$10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, First National Bank in Dallas as the holder of certain indebtedness secured by the lien of a Deed of Trust dated April 24, 1975 executed by Walkem Development Company of Mississippi, Inc. and recorded in Real Estate Trust Deed Book 185, Page 211 in the office of the Chancery Clerk of DeSoto County, Mississippi, does hereby release and discharge the lien shown by such Deed of Trust to exist upon the following described property, to secure the payment of such indebtedness:

Part of Section 32, Township 2 South, Range 9 West, DeSoto County, Mississippi being more particularly described as BEGINNING at a point in Green River Road at the southeast corner of Section 32, Township 2 South, Range 9 West, DeSoto County, Mississippi; thence west along the south line of said Section 32 and with Green River Road 5280 feet, more or less, to a point at the southwest corner of said Section 32; thence north along the west line of said Section 32 a distance of 680 feet to a point; thence north 26 degrees 01 minutes east 1250 feet to a point; thence north 31 degrees 31 minutes east 535.0 feet to a point; thence north 31 degrees 07 minutes east 400.0 feet to a point; thence north 12 degrees 02 minutes west 2000.0 feet to a point in the north line of said Section 32; thence east along the north line of said Section 32 a distance of 1620 feet to a point at the northwest corner of the northeast quarter of said Section 32; thence south along the center-line of said Section 32 a distance of 2640 feet to a point at the southwest corner of the northeast quarter of said Section 32; thence east along the south line of the northeast quarter of said Section 32, a distance of 1320 feet to a point; thence north 660 feet to a point; thence east 1320 feet to a point in the east line of said Section 32; thence south along said east line 3300 feet to the point of beginning.

IN WITNESS WHEREOF the undersigned has executed this instrument the first day of March, 1976.

FIRST NATIONAL BANK IN DALLAS

By Donald M. Johnston
BANKING OFFICER

THE STATE OF TEXAS)
)
COUNTY OF DALLAS)

BEFORE ME, the undersigned, a notary public in and for said county and state, on this day personally appeared Donald M. Johnston, known to me to be the person and officer whose name is subscribed on the foregoing instrument and acknowledged to me that the same was the free and voluntary act of the said First National Bank in Dallas, a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the first day of March, 1976.

Edna Mae Smith
Notary Public in and for Dallas County,
TEXAS



My Commission Expires:
EDNA MAE SMITH, Notary Public
in and for Dallas County, Texas
My commission expires June 1, 1977

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 3 o'clock 20 minutes P. M. 8 day of Mar. 1976, and that the same has been recorded in Book 197 Page 79 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 9 day of Mar. 1976.

Fees \$ 2.50 pd.

SEAL H. P. Ferguson CLERK

PARTIAL RELEASE

F-170705

STATE OF MISSISSIPPI

COUNTY OF DE SOTO

TO THE CHANCERY CLERK IN AND FOR SAID COUNTY AND STATE:

You are hereby authorized and directed to satisfy and cancel of record that certain deed of trust heretofore executed by Clarence S. Wilson and wife, Ruth Sparks Wilson and Walter E. Wilson and wife, Daisy Yancey Wilson to W. D. Baker, Trustee for the undersigned THE EQUITABLE LIFE ASSURANCE SOCIETY OF THE UNITED STATES dated September 2, 1971, recorded in Deed of Trust Book 132, Page 506 of the Land Deed of Trust Records on file in your office insofar only as the lien of said Deed of Trust covers and affects the following described real property situate in the County of DeSoto, State of Mississippi, to wit:

118 acres more or less in the Southwest Quarter of Section 9, Township 3 South, Range 9 West described as all of the Southwest Quarter, LESS AND EXCEPT 20 acres off of the west end of the South 100 acres of said Southwest Quarter and LESS AND EXCEPT 20 acres described as the East Half of the Southeast Quarter of the Southwest Quarter of said section and LESS AND EXCEPT 2 acres conveyed to Eudora Lyons Club, Inc. by C. S. Wilson, et.al. described as beginning at a point 660 feet west and 50 feet north of the southeast corner of the Southwest Quarter of said Section 9, which point is the intersection of the north right-of-way line of State Highway 304 and the west line of W. A. White's 20 acre tract; thence with the north right-of-way line of said highway West 170.0 feet to a stake; thence North 0° 46' West 512.46 feet to a stake; thence South 88° 51' East 170.0 feet to a stake in White's west line; thence with White's line South 0° 46' East 512.46 feet to the point of beginning, LESS AND EXCEPT 1/8 interest in oil, gas and minerals (excluding gravel) reserved by W. A. White and James A. White.

Except as to the above described real property released therefrom, the aforesaid Deed of Trust shall remain in full force and effect as to all other property therein described and shall not otherwise be affected by this release.

WITNESS THE SIGNATURE AND SEAL of the undersigned by its duly authorized officer this 20th day of February, 1976.

APPROVED

THE EQUITABLE LIFE ASSURANCE SOCIETY OF THE UNITED STATES

By [Signature]
K. J. Binkley, Asst. Vice President

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

On this 20th day of February, 1976, before me a Notary Public in and for said 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 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.

My commission expires



[Signature]
Notary Public
Notary Public, State of New York No. 63-7438120
Qualified in Bronx 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 9 o'clock 20 minutes P. M. 8 day of Mar. 1976, and that the same has been recorded in Book 197 Page 80 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 9 day of Mar. 1976.

Fees \$ 2.50 pd.

SEAL [Signature] CLERK

Partial Release of this Instrument Recorded in
Real Estate TID Book
No. 226 Page 356
This 9 day of June 1978

Partial Release of this Instrument Recorded in
Real Estate TID Book
No. 207 Page 813
This 25 day of June 1977

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J. B. Ferguson Clerk

DEED OF TRUST

THIS DEED OF TRUST, made the 8th day of March, 1976, between
Clarence S. Wilson and wife, Ruth Sparks Wilson, and Walter E. Wilson
and wife, Daisy Yancey Wilson
whose post office address is Route 1, Lake Cormorant, Miss. 38641
executing this deed of trust, hereinafter called "trustor," and R. J. Hunter whose post office address is XXXXXX, Mississippi,
hereinafter called "trustee," and The Equitable Life Assurance Society of the United States a corporation, organized and
existing under the laws of New York, having its principal office and post office address at 1285 Avenue of the Americas,
New York, New York, hereinafter called "beneficiary":

WITNESSETH, That the trustor, for the purpose of securing the debt hereinafter referred to, with interest thereon,
and the performance of the agreements and covenants herein contained, and in consideration of said indebtedness, does by
these presents grant, bargain, sell, convey, warrant and confirm unto the trustee, and its successors and assigns, the follow-
ing described real estate situate in the County of DeSoto & Tunica and State of Mississippi to wit:

(ATTACHED DESCRIPTION)

CANCELLED BY AUTHORITY RECORDED IN BOOK
352 PAGE 510
DATE 25 DAY OF NOV. 1985
H. D. Johnson
CLERK
D.S.

The land in DeSoto County, Mississippi described as follows:

TRACT 1

417.9522 acres in Sections 31 and 32, Township 2 South,
Range 9 West, DeSoto County, Mississippi, more partic-
ularly described as follows:

Beginning at a point at the southeast corner of Section
32, Township 2 South, Range 9 West, DeSoto County, Mis-
sissippi, said point being in Green River Road; thence
west along the south line of said Section 32 and the
south line of Section 31, Township 2 South, Range 9
West, DeSoto County, Mississippi and with Green River
Road 5584.63 feet to a point; thence northeastwardly
at an interior angle of 64 degrees 19 minutes and 08
seconds 1977.19 feet to a point; thence northeastwardly
at an interior angle of 174 degrees and 30 minutes
942.0 feet to a point; thence northeastwardly at an
interior angle of 195 degrees and 55 minutes 535.0 feet
to a point; thence northeastwardly at an interior angle
of 164 degrees and 29 minutes 400.0 feet to a point;
thence northwestwardly at an interior angle of 223
degrees and 09 minutes 2000.0 feet to a point in the
north line of said Section 32; thence east along said
north line and at an interior angle of 79 degrees 52
minutes and 44 seconds 1607.98 feet to a point; thence
south along the north-south one-half section line of
said Section 32 and at an interior angle of 88 degrees
and 30 minutes 2647.74 feet to a point in the center
of said Section 32; thence east along the east-west
one-half section line of said Section 32 and at an in-
terior angle of 268 degrees 21 minutes and 54 seconds
1326.64 feet to a point; thence north at an interior
angle of 271 degrees 28 minutes and 46 seconds 656.92
feet to a point; thence east at an interior angle of
88 degrees 31 minutes and 14 seconds 1326.64 feet to
a point in the east line of said Section 32; thence
south along said east line and at an interior angle of
91 degrees 28 minutes and 46 seconds 3432.68 feet to the
point of beginning, less prior recorded reservations of
oil, gas and mineral interests.

TRACT 2

160.5 Acres, more or less, in Sections 8 and 9, Town-
ship 3 South, Range 5 West, described as beginning at
the southeast corner of the northwest quarter of said
Section 9, which point is marked with a one inch angle
iron in Meyers Public Road, thence with the half section
line North 4 degrees 02 minutes 00 seconds West,
1,954.70 feet to a point on the west side of Meyers

Partial Release of this Instrument Recorded in
Real Estate TID Book
No. 274 Page 269
This 26 day of June 1981

H. D. Ferguson Clerk

Partial Release of this Instrument Recorded in
Real Estate TID Book
No. 241 Page 433
This 23 day of Apr 1979
H. G. Ferguson

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Road in the center of old Byhalia Creek; thence South 85 degrees 21 minutes 45.1 seconds West along the center line of Old Byhalia Creek, 1,333.91 feet to a point, being marked by 1 inch angle iron; thence South 63 degrees 46 minutes 58.3 seconds West along the center line of Old Byhalia Creek, 1,440.61 feet to a point in the west line of said Section 9, said point being marked by a 1 inch angle iron; thence in Section 8, South 83 degrees 22 minutes 09.2 seconds West along the center line of Old Byhalia Creek, 1,310.84 feet to a point, said point also being in the center line of New Byhalia Drainage Canal; thence South 59 degrees 20 minutes 55 seconds West in the new Byhalia Drainage Canal, 2,658.81 feet to a point; thence leaving the Canal North 86 degrees 44 minutes 24.5 seconds East, 1,126.00 feet to a point, said point being marked by a 1 inch angle iron; thence North 86 degrees 44 minutes 24.5 seconds East along an old fence line, 1,236.82 feet to a point, being an old fence corner at a 12 inch cypress tree; thence North 88 degrees 42 minutes 02 seconds East along an old fence line, 1,403.18 feet to a point in the east line of said Section 8 and being in the west line of a 100 acre tract; thence North 4 degrees 01 minutes 07.6 seconds West along the line between Sections 8 and 9, 726.55 feet to a fence corner; thence with the fence South 89 degrees 58 minutes 56.2 seconds East, 1,318.04 feet to a fence corner; thence with the fence South 4 degrees 01 minutes 35.5 seconds East, 661.91 feet to a point in the south line of the northwest quarter of said Section 9; thence with the south line of the northwest quarter of said Section 9 North 86 degrees 41 minutes 43 seconds East, 1,293.265 feet to the point of beginning.

The above described tract contains 72.1 acres, more or less, in the northwest quarter of Section 8, lying south of Old Byhalia Creek and Byhalia Drainage Canal and 88.4 acres, more or less, in the northwest quarter of Section 9, Township 3, Range 5, lying south of Old Byhalia Creek.

TRACT 3

118 acres, more or less in the southwest quarter of Section 9, Township 3 South, Range 9 West, described as all of the southwest quarter, LESS AND EXCEPT 20 acres off of the west end of the south 100 acres of said southwest quarter and LESS AND EXCEPT 20 acres described as the east half of the southeast quarter of the southwest quarter of said Section and LESS AND

EXCEPT 2 acres conveyed to Eudora Lyons Club, Inc. by C. S. Wilson, et al, described as beginning at a point 660 feet west and 50 feet north of the southeast corner of the southwest quarter of said Section 9, which point is the intersection of the north right-of-way line of State Highway 304 and the west line of W. A. White's 20 acre tract; thence with the north right-of-way line of said Highway west 170.0 feet to a stake; thence North 0 degrees 46 minutes West 512.46 feet to a stake; thence South 88 degrees 51 minutes East 170.0 feet to a stake in White's west line; thence with White's line South 0 degrees 46 minutes East 512.46 feet to the point of beginning LESS AND EXCEPT one-eighth interest in oil, gas and minerals (excluding gravel) reserved by W. A. White and James A. White.

The land in Tunica County, Mississippi described as follows:

TRACT 4

The east half of the northeast quarter and the northeast quarter of the southeast quarter of Section 1, Township 3 South, Range 10 West, containing 120 acres, more or less.

C. S. Wilson is one and the same person as Clarence S. Wilson, and W. E. Wilson is one and the same person as Walter E. Wilson.

and containing 816.4522 acres, more or less, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, including water and water rights of every kind and description and watering and irrigation apparatus and fixtures, and the rents, issues and profits thereof to have and to hold in trust forever, conditioned, however, that if the trustor shall pay to the beneficiary the sum of One Hundred Eighty-Two Thousand Dollars Dollars (\$ 182,000.00), with interest according to the terms of a promissory note bearing even date herewith, said note being executed by Clarence S. Wilson and wife, Ruth Sparks Wilson and Walter E. Wilson and wife, Daisy Yancey Wilson

and payable in instalments, the last of which matures on January 1, 2001 subject to acceleration of maturity as provided therein and herein, together with all other indebtedness secured hereby, and shall perform all the other terms, covenants and conditions contained in said note and this deed of trust, then these presents to be void and to be released by the beneficiary at the expense of the trustor, otherwise to be and remain in full force and effect.

This deed of trust is made, however, subject to the following covenants, conditions and agreements:

FIRST: That the trustor agrees to pay the indebtedness with interest as in said note provided, and if default be made in the payment of any part thereof the beneficiary, or the trustee on demand of the beneficiary, may foreclose this deed of trust in the manner provided by law.

SECOND: That the trustor agrees to pay as the same become due and payable all taxes, assessments and other charges imposed by law upon said premises, or any part thereof including the trustee's or beneficiary's interest therein and upon this deed of trust or the note or indebtedness secured hereby, provided that should the amount of such taxes, assessments and other charges paid for the trustee or beneficiary under this paragraph together with the interest on the indebtedness exceed the highest interest rate permitted by law on the indebtedness then owing, trustor shall not be liable to pay any of such excess over the highest legal rate.

THIRD: That the trustor agrees to pay all other debts that are now or may become liens upon or charges against said premises, and not to permit any lien of any kind to accrue and remain on said premises, or the improvements thereon, which might take precedence over the lien of this deed of trust. The trustor further agrees not to create any lien on said premises junior hereto unless the person entitled to the benefits thereof shall have agreed that the time for the payment of the indebtedness hereby secured and the manner and amount of payment thereof and the benefits of the security afforded hereby may, without consent of such person and without any obligation to give notice of any kind thereto, be extended, reextended, accelerated, suspended and refunded on any terms whatsoever without in any manner affecting the priority of the lien hereby created, as security for the payment of the indebtedness secured hereby or any obligation substituted therefor or issued to refund same.

FOURTH: That the trustor agrees to keep said premises and improvements thereon in good condition and repair and not to commit or suffer waste thereof, nor to do or suffer to be done any act whereby the value of any part of such property may be lessened; to operate all lands, whether improved pastures, orchards, grazing, timber, or crop lands, in a good and husbandman-like manner in accordance with accepted principles of sound agricultural and forestry practices; to take all reasonable precautions to control wind and water erosion; to fertilize improved pastures, if any, where necessary to maintain a good stand of desirable grasses; to protect orchards and timber, if any, by reasonable precautions against loss or damage by fire including the maintenance of appropriate fire breaks; and neither to remove nor permit the removal of any timber, buildings, oil, gas, mineral, stone, rock, clay, fertilizer, gravel or top soil without the prior written consent of the beneficiary. The beneficiary shall have the right to inspect property conveyed hereby at such reasonable times and intervals as the beneficiary may desire, to determine the trustor's compliance with the covenants contained in any clause of this deed of trust.

FIFTH: That the trustor agrees to procure, maintain and deliver, premiums paid, to the beneficiary policies of insurance against such hazards on the buildings now or hereafter located on said premises as the beneficiary may from time to time require, in such companies and in such amount and form and with such loss payable clauses as shall be satisfactory to the beneficiary. The beneficiary is authorized to assign and deliver said policies to any purchaser of this deed of trust or to the purchaser of said premises at any foreclosure sale. In event of loss the beneficiary is expressly authorized and empowered to settle or compromise claims under said policies, and the proceeds from said policies as well as any other policies procured by the trustor shall be paid to the beneficiary who at its sole discretion may apply same or a part thereof on account of the indebtedness secured hereby whether or not then due and payable, or may apply the same or any part thereof towards the alteration, reconstruction or repair of said buildings, either to the portion damaged or any other portion thereof, or release same to the trustor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

SIXTH: That in the event the trustor shall fail to procure, maintain and deliver the insurance policies, premiums prepaid, or to pay as the same become due and payable, any tax or assessment imposed by law upon said premises, or any part thereof, or the note or indebtedness secured hereby, or to pay any lien, claim or charge against said premises which might take precedence over the lien of this deed of trust or to comply with the provisions of paragraph Fourth hereof the beneficiary may, without notice or demand, insure to the buildings and pay the cost of such insurance and pay any of said taxes, assessments, liens, claims and charges, or any part thereof, or redeem from the sale of said premises for any taxes or assessments (irregularities in the levy or imposition of any tax or assessment being expressly waived), or redeem from the sale of said premises resulting from the enforcement of any such lien, claim or charge, or expend such sums as may be necessary to correct the failure of the trustor to comply with the provisions of said paragraph Fourth and the trustor hereby agrees immediately to repay to the beneficiary without notice or demand, any sums so paid with interest thereon at the same rate as specified in the note secured hereby on the principal thereof after default and maturity, and all sums paid by the beneficiary with interest shall become a part of the indebtedness secured hereby, and in default of immediate repayment thereof by the trustor the whole indebtedness secured hereby shall at the option of the beneficiary become due and payable forthwith without notice.

SEVENTH: That the trustor agrees to pay on demand all expenses and attorneys' fees incurred by the beneficiary by reason of litigation with third parties to protect the lien of this deed of trust and all money so paid by the beneficiary, including any expenses incurred in procuring or continuing abstracts of title and title policies and searching the records for the purposes of such litigation, shall bear interest at the same rate as specified in the note secured hereby on the principal thereof after default and maturity, and any such sums so paid with interest thereon shall constitute a lien upon said premises and be secured by this deed of trust and in default of immediate repayment thereof by the trustor after demand, the whole indebtedness secured hereby shall at the option of the beneficiary become due and payable forthwith without notice.

EIGHTH: That as further security for the payment of said indebtedness and the performance of all of the terms, covenants and conditions hereof, the trustor does hereby transfer, set over, assign and pledge to the beneficiary the lessor's interest and estate in all leases, including but not limited to gas, oil and mineral leases, now or hereafter affecting said

premises or any part thereof, and all the rents, issues, income, profits, royalties and bonuses due and to become due thereunder, and in the event of default under any of the terms, covenants and conditions of this deed of trust the beneficiary is hereby authorized and empowered to collect and receive all such rents, issues, profits, royalties and bonuses due and to become due and to apply the same against said indebtedness. So long, however, as there shall be no default hereunder the trustor shall have the right to collect and receive any and all such rents, issues, profits, royalties and bonuses as they respectively become due and payable, and to use the same without accounting to the beneficiary therefor.

NINTH: That the beneficiary may release for such consideration, or none, as it may require, any portion of the above described land without, as to the remainder of the security, in anywise impairing or affecting the liens and priorities herein provided for the beneficiary compared to any subordinate lien holder.

TENTH: That if the trustor shall default in the performance of any of the agreements or covenants herein contained, or if an owner shall file a petition seeking an arrangement or composition or extension or any other relief under or pursuant to the Federal Bankruptcy Act or any other similar statute as now or hereafter in effect, or if an owner shall be adjudicated bankrupt or insolvent or any of his property shall have been sequestered and such decree shall have continued undischarged and unstayed for ninety days after the entry thereof, the entire indebtedness hereby secured, including all payments for taxes, assessments, charges, insurance premiums, liens, expenses and attorney's fees herein specified, shall, at the option of the beneficiary, and without notice to the trustor be due and collectible at once by foreclosure or otherwise by law; and upon application of the beneficiary it shall be the duty of the trustee and he is hereby authorized and empowered to sell said premises and all the right, title and interest of the trustor, in separate parcels or en masse as the trustee may elect, at public auction, to the highest and best bidder for cash during legal hours, after having advertised and given notice of the time, place and terms of said sale in the manner provided in section 888 of the Mississippi Code of 1942 annotated and any acts amendatory thereto, 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, and, even though said lands lie in more than one county or Judicial District, the trustee may at his election sell all said lands at one time in one sale conducted in any one of such counties or Judicial Districts; the trustee's authority to sell shall not be exhausted upon making one sale, but he may make as many sales under this deed as may be deemed advisable by the trustee herein named or any succeeding trustee; and the trustee out of the proceeds of such sale, after first paying all fees, charges and costs of making such sale, including reasonable fees and commissions of the trustee and all other expenses of this trust, including fees for professional advice and services, shall pay to the beneficiary the principal and interest due on said note according to the tenor and effect thereof and all moneys advanced by the beneficiary for insurance, taxes, assessments, charges, liens, fees, expenses or other purposes with interest thereon at the same rate as specified in the note secured hereby on the principal thereof after default and maturity, such interest being payable semiannually from the date of payment by the beneficiary, rendering the over-plus, if any, to the trustor on demand; such sales and said deeds so made shall be a perpetual bar both in law and equity against the trustor and all other persons claiming the premises or any part thereof by, from, through or under the trustor; the beneficiary may purchase said premises or any part thereof; it shall not be obligatory on the purchaser at such sale to see the application of the purchase money; and, except as to property where such provision is prohibited by law, upon commencement of any foreclosure, whether by advertisement under power of sale or by action, or at any time thereafter, as a matter of right, without consideration of the value of the premises, irrespective of the solvency or insolvency of the trustor or the then owner of said premises, and without notice to the trustor, or any person claiming under him, the trustee or beneficiary shall be entitled at once to the appointment of a receiver for said premises to take possession hereof, to collect the rents, issues and profits therefrom during the pendency of such foreclosure and until the time to redeem the same from the foreclosure sale shall expire, and the proceeds of said receivership shall be applied by said receiver toward the payment of the indebtedness secured by this deed of trust, or toward the payment of such part of the judgment rendered thereon as may remain unsatisfied after the sale of said premises, or to repay to the beneficiary any advancements which the beneficiary may make after the commencement of foreclosure action and before the expiration of the period of redemption for taxes, assessments, insurance or other charges as herein provided together with interest thereon at the same rate as specified in the note secured hereby on the principal thereof after default and maturity, such interest being payable semiannually from the date of payment by the beneficiary, and from the proceeds of said receivership said receiver may make necessary repairs and keep said premises in proper condition and repair pending such sale and the expiration of the time to redeem therefrom, and pay all taxes, assessments and charges accrued or accruing or redeem from sales therefor up to the expiration of the period for redemption and pay insurance premiums necessary to keep said premises insured in accordance with the provisions of this deed of trust, and pay other proper charges as herein provided, and pay the expense of the receivership.

ELEVENTH: The net proceeds of any judgment, award or settlement in any condemnation or other proceeding for any damage to the premises, buildings or other fixtures thereon shall be paid to the beneficiary and shall at its option, either be applied as a credit on any portion of the unpaid balance of said note, whether then matured or to mature in the future, or be released to trustor.

TWELFTH: That the trustor is lawfully seized of said premises in fee simple and has good right and lawful authority to sell and convey the same, that the same are free from encumbrances, that the trustee shall quietly enjoy said premises, that the trustor will execute or procure any further necessary assurances of title and does hereby forever warrant generally the title to said premises and will forever defend the same against the claims and demands of all persons whomsoever, and the trustor and the makers of said note especially agree and declare that the separate estate of each of them, whether vested, contingent or in expectancy, is hereby conveyed and shall be bound for the payment of the debt hereby secured and each does hereby expressly waive, release and relinquish all rights and benefits of any homestead, appraisement, redemption, exemption or stay to which they may be entitled under the laws of the state in which said premises are situate, together with all dower, curtesy, rights, interests and estates, statutory and otherwise and of every nature whatsoever in and to said premises.

THIRTEENTH: That the beneficiary, its successors or assigns, or any holder of the indebtedness secured hereby, if a corporation, acting by and through its president, vice-president or secretary or other managing authority, or if a person, acting personally, is hereby fully authorized and empowered at any time at its or his option to appoint a successor or successors to any trustee named herein or acting hereunder, which successor trustees shall thereupon succeed without conveyance from the trustee predecessor to all of his powers, duties, authority and title by an instrument in writing naming such new trustee, which shall be acknowledged and recorded in the Recorder's office in which this deed of trust is recorded.

FOURTEENTH: That every provision for notice and demand or request herein contained to be given or made by the beneficiary shall be deemed fulfilled by written notice and demand or request personally served on one or more of the persons who shall at the time hold the record title to said premises, or on their heirs or successors, or mailed to such person or persons, or their heirs or successors, at their address last known to the beneficiary.

FIFTEENTH: In the event that the premises herein described or any portion thereof be sold or conveyed prior to the time the indebtedness secured hereby shall have been reduced (exclusive of prepayments other than as provided in said note) to \$...0.00, then the entire indebtedness secured by this deed of trust shall, at the option of the Beneficiary, become due and payable.

SIXTEENTH: The covenants herein contained shall bind, and the benefits and advantages hereof shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto. Wherever used herein, the singular number shall include the plural and conversely, and the use of any gender shall be applicable to all genders. Wherever the term "beneficiary" is used herein it shall include the legal holder or holders of said note or the indebtedness secured hereby.

IN WITNESS WHEREOF, the trustor has signed, sealed and delivered this deed of trust the day and year first above written.

Clarence S. Wilson (seal) Walter E. Wilson (seal)
Ruth Sparks Wilson (seal) Daisy Yancey Wilson (seal)

State of Mississippi

County of DeSoto

Personally came and appeared before me, the undersigned officer in and for the aforesaid State and County, duly qualified to take this acknowledgment, Clarence S. Wilson, Ruth Sparks Wilson and Walter E. Wilson, Daisy Yancey Wilson known to me, who acknowledged to me that they signed and delivered the foregoing instrument of writing on the day and in the year therein written, as their own act and deed and for the purposes therein set forth.

Given under my hand and official seal this the 8th day of March, 1976

MY COMMISSION EXPIRES
MARCH 29, 1979

Sarah J. Bethune
Notary Public

WALKER, FRANCIS, ROY, BRIDGEMOUTH & WOODS, LTD.

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 3 o'clock
25 minutes P. M. 8 day of Mar. 1976, and that the same has
been recorded in Book 197 Page 81 records of REAL ESTATE Trust Deed
of said County.

Witness my hand and seal this the 9 day of Mar. 1976.

Fees \$ 6.50 pd.

SEAL H. H. Ferguson CLERK

FMD (63) Loan App State Court I of th and afors trum office ab day d Certif on pa .WT this

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 Joel E. Wilson and wife, Barbara A. Wilson

of the first part, hereinafter designated as the Grantor,

Melvin McClure, Jr. Trustee, of the second part, hereinafter designated as Trustee, and Advance Mortgage Corporation, Chattanooga, Tennessee, of the third part, hereinafter designated as the Beneficiary.

WITNESSETH: That whereas the Grantor is justly indebted to the beneficiary in the full sum of Forty Six Thousand fifty three and 00/100----- DOLLARS (\$16,053.00) evidenced by one promissory note of even date herewith in favor of the beneficiary, including ~~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:

179 monthly installments of \$255.85 each and one first installment of \$255.85 on the like day of each succeeding month commencing April 10, 1976.

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

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

Part of the Southeast Quarter of Section 18, Township 2, Range 8 West, DeSoto County, Mississippi, more particularly described as beginning 332.2 feet west of the Southeast Corner of said Section 18; being also the Southeast corner of the L. J. Madison tract as shown in deed of record in Book 70, Page 2, in the Chancery Court Clerk's office of said County, thence South 85 degrees 30' West 313.0 feet to a point, said point being the Southeast Corner of the Kent tract as shown by deed of record in Book 82, Page 485, in the office of the Chancery Clerk in said County, thence North 4 degrees 25' West 1060.0 feet to a point; thence in a easterly direction 313.0 feet to a point; thence South 4 degrees 25' East 1060.0 feet to the point of beginning, containing 7.6 acres, more or less.

The Grantors herein consider the 1976 30' X 60' Eagle Triple Wide House Trailer, Serial No. T 603666115, located on the above described property to be apart of the above described realty.

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 herein required, the beneficiary, or the owner or holder of the said secured notes, may procure said insurance and pay said taxes and assessments, or redeem the property from tax sale if it has been sold; and any and all sums paid in procuring said insurance or in paying said taxes or assessments or in redeeming said property from tax sale, together with interest thereon at the rate herein stipulated from the date the same shall have been paid, shall be covered by this conveyance and shall be due and demandable on the date of the maturity of the interest installment which may become due under the terms of this instrument next after such additional items of expense are made or incurred. In case the beneficiary or the owner or holder of said secured notes elects to advance insurance premium and/or taxes, the receipt of an agent of the insurance company or companies in which said insurance is placed shall, with respect to such insurance premiums, be conclusive evidence as between the parties to this conveyance of the amount and fact of payment thereof; and the receipt of the proper public official, shall with respect to the taxes and assessments, aforesaid, be conclusive as between the parties to this conveyance of the amount and validity of said taxes or assessments and of the fact of the payment thereof.

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

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

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

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

IN TESTIMONY WHEREOF, witness the signature of the grantor this the 1st day of March 1976

Joel E. Wilson
Joel E. Wilson

Barbara A. Wilson
Barbara A. Wilson

STATE OF MISSISSIPPI,
COUNTY OF DESOTO

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

Given under my hand and official seal, this the 1st day of March 1976
My Commission Expires: April 28, 1978
Rose B. Loftis
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 8 o'clock 40 minutes A. M. 9 day of Mar. 1976, and that the same has been recorded in Book 197 Page 87 records of REAL ESTATE Trust Deed of said County.
Witness my hand and seal this the 9 day of Mar. 1976.
Fees \$ 5.00 pd.
H. H. Sugar 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 Lars J. Madison, a single man
of Horn Lake, MS the beneficiary, does hereby certify that a certain trust deed
bearing date the 13th day of April 1970, made and executed by Joel E. Wilson, and wife,
Judy M. Wilson of Horn Lake, MS to Lars J. Madison
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 601
of the Record of Trust Deeds, on the 13th day of April, A. D. 1970, is now fully paid
and satisfied, and I do hereby authorize the Clerk of the Chancery Court of said DeSoto
County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of
said County also as provided by law.

Lars J. Madison
LARS J. MADISON

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, Lars J. Madison 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 4th day of March, A. D. 1976



Rose B. Lester
NOTARY PUBLIC

My Commission Expires April 28, 1978

LAWRENCE-GARDNERWOOD 87844

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 8 o'clock
40 minutes A. M. 9 day of Mar. 1976, and that the same has
been recorded in Book 197 Page 90 records of REAL ESTATE Trust Deed
of said County.

Witness my hand and seal this the 9 day of Mar. 1976.

Fees \$ 2.50 pd.

SEAL H. P. Ferguson CLERK

ASSIGNMENT OF DEED OF TRUST

FOR AND IN CONSIDERATION of the sum of four thousand and 00/100 Dollars (\$4,000.00) good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby assign, set over, and transfer unto James W. Amos all right, title and interest in and to that certain Deed of Trust executed for the benefit of the undersigned by James L. Murphy and wife, Sharon / ^{Scott} Murphy dated July 28, 1975, recorded in Book 188 at Page 307 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 \$14,364.66.

The undersigned further warrants that the Deed of Trust hereby assigned constitutes a third lien upon the property therein described.

This the 3rd day of March, 1976.

James Morehead
James Morehead

Paul Whitfield
Paul Whitfield

STATE OF MISSISSIPPI

COUNTY OF DESOTO

This day personally appeared before the undersigned Notary Public in and for the aforesaid County and State the within named James Morehead and Paul Whitfield

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

WITNESS MY HAND AND SEAL NOTARIAL, this the 5th day of March, 1976.

Deborah B. Crosby

My commission expires:

My Commission Expires January 9, 1980



STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 8 o'clock 45 minutes A. M. 9 day of Mar. 1976, and that the same has been recorded in Book 197 Page 91 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 9 day of Mar. 1976.

Fees \$ 2.50 pd.

SEAL H. P. Ferguson CLERK

MISSISSIPPI -ASSIGNMENT OF DEED OF TRUST

FOR VALUE RECEIVED, the undersigned, JAMES E. MCGEHEE & COMPANY, INC., a corporation of Memphis, Shelby County, Tennessee, hereby assigns and transfers and sets over unto GOVERNMENT NATIONAL MORTGAGE ASSOCIATION, all its right, title and interest in and to that certain Deed of Trust made to said JAMES E. MCGEHEE & COMPANY, INC., by WILLIAM H. HOPPER, dated the 29th day of December, 1975, re-recorded Book 197 Page 58, and recorded under Register No. Book 194, Page 583 in the Register's Office of DESOTO County, MISSISSIPPI, together with the note, debt, and claim secured by said Deed of Trust, in the sum of THIRTY NINE THOUSAND, FOUR HUNDRED FIFTY AND NO/100 (\$39,450.00) and all moneys due or to become due thereunder with the interest thereon.

SIGNED at Memphis, Tennessee, this 24th day of February, 1976.

JAMES E. MCGEHEE & COMPANY, INC.

BY [Signature]
Vice-President

ATTEST
[Signature]
Assistant Secretary
STATE OF TENNESSEE
COUNTY OF SHELBY

BEFORE ME, the undersigned, a Notary Public, within and for the said County and State, at Memphis, duly commissioned and qualified, personally appeared HAROLD V. CRASE and MARGE JOBE, with whom I am personally acquainted, and who upon oath acknowledged themselves to be, respectively the Vice President, and the Assistant Secretary of JAMES E. MCGEHEE & COMPANY, INC., the assignor, a corporation; and that they, as such Vice President and Assistant Secretary, being authorized so to do, executed and delivered the foregoing instrument for the purposes therein contained, by the said HAROLD V. CRASE subscribing thereto to the name of the corporation, by himself as such Vice President, and by the said MARGE JOBE attesting thereto, on the day and year therein mentioned.

WITNESS my hand and Notarial Seal at my office in said Shelby County at Memphis, Tennessee this 24th day of February, 1976.



[Signature]
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 8 o'clock 45 minutes A. M. 9. day of Mar. 1976, and that the same has been recorded in Book 197 Page 92 records of REAL ESTATE Trust Deed of said County.
Witness my hand and seal this the 9 day of Mar. 1976.
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 407, 409, 420, 434, 441, 452, 455, 465, 480, 494, 501, 508, 522, 527, 545, 549, 572, 573, 602, 606, 611, 630, 636, 642, and 650, 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 2nd day of March, 1976.

THE LOMAS & NETTLETON COMPANY
BY Joyce V. Moore
JOYCE V. MOORE
OFFICE Mortgage Officer

STATE OF TEXAS
COUNTY OF DALLAS

This day personally appeared before me, the undersigned authority in and for said county and state, the within named JOYCE V. MOORE, Mortgage Officer of THE LOMAS & NETTLETON COMPANY, who acknowledged that acting for and on behalf of said corporation and being fully authorized thereto, he signed, sealed and delivered the above and foregoing Partial Release as the act and deed of said corporation.

GIVEN under my hand and seal of office this the 2nd day of March, 1976.


My commission expires:
June 1, 1977

Marie J. Benner
Notary Public in and for Dallas County,
Texas

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 8 o'clock 45 minutes A. M. 9 day of Mar. 1976, and that the same has been recorded in Book 197 Page 93 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 9 day of Mar., 1976.

Fees \$ 2.50 pd.

SEAL H. H. Ferguson CLERK

PARTIAL RELEASE

FOR A VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, COMMERCIAL AND INDUSTRIAL BANK, does hereby release from the lien of the Deed of Trust given by S&W CONSTRUCTION COMPANY, A TENNESSEE CORPORATION, AND BY STAR LAND DEVELOPMENT CORPORATION, A MISSISSIPPI CORPORATION, to Howard E. Carter, Trustee for the benefit of Commercial and Industrial Bank, which Deed of Trust is dated the 12th day of July, 1973, and recorded in Deed of Trust Book 162, Page 416, in the Office of the Chancery Clerk of DeSoto County, Mississippi, the following land located in DeSoto County, Mississippi, described as follows, to-wit:

Lots 407, 409, 420, 434, 441, 452, 455, 465, 480, 494, 501, 508, 522, 527, 545, 549, 572, 573, 602, 606, 611, 630, 636, 642, and 650, Section C, Bridgetown Subdivision, as shown by plat recorded in Plat Book 13, Page 42, in the office of the Chancery Clerk of DeSoto County, Mississippi, in Section 23, Township 2, Range 7 West.

In all other respects said Deed of Trust recorded in Deed of Trust Book 162, Page 416, shall remain in full force and effect.

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

WITNESS the signature of COMMERCIAL AND INDUSTRIAL BANK, by its duly authorized officer, this the 4 day of March, 1976.

COMMERCIAL AND INDUSTRIAL BANK

By John Q. Miller, Jr.
JOHN Q. MILLER, JR., SENIOR VICE PRESIDENT

STATE OF TENNESSEE
COUNTY OF SHELBY

This day personally appeared before me, the undersigned authority in and for said county and state, the within named JOHN Q. MILLER, JR., SENIOR VICE PRESIDENT of COMMERCIAL AND INDUSTRIAL BANK, who acknowledged that acting for and on behalf of said corporation and being fully authorized thereto, he signed, sealed and delivered the above and foregoing Partial Release as the act and deed of said corporation.

GIVEN under my hand and seal of office this the 4 day of March, 1976.

Alan Cooper
Notary Public



My commission expires:

10-26-77

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 8 o'clock 45 minutes A. M. 9 day of Mar. 1976, and that the same has been recorded in Book 197 Page 94 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 9 day of Mar. 1976.

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

METROPOLITAN LIFE INSURANCE COMPANY, A NEW YORK CORPORATION,

that certain Deed of Trust executed by

JERRY N. KELLEY and wife, PATRICIA S. KELLEY,

to C. B. Henley, Trustee, for the benefit of Bailey

Mortgage Company, dated April 8, 1971, securing a note in

the sum of \$ 18,100.00 recorded in Book 127, Page 23,

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 4th day of March, 19 76.



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 4th day of

March, 19 76.



James E. Lawrence
NOTARY PUBLIC

BMC-14

My Commission Expires Nov. 30, 1973

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 9 o'clock No minutes A. M. 8 day of Mar. 1976, and that the same has been recorded in Book 197 Page 95 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 9 day of Mar. 1976.

Fees \$ 2.50 pd.

SEAL *H. P. Ferguson*
CLERK

Lot 213, Eastover sd

STATE OF MISSISSIPPI
COUNTY OF DESOTO

ORDER TO CANCEL DEED OF TRUST

KNOW ALL MEN BY THESE PRESENTS: That Wortman & Mann, Inc., the beneficiary, does hereby certify that a certain trust deed bearing date of the 17th day of June, 19 75, made and executed by First Realty Building Corporation to Rowan H. Taylor, Trustee for the benefit of the above named beneficiary, and recorded in the office of the Chancery Clerk of DeSoto County, Mississippi, in Book 187, Page 315, of the Records of Trust Deeds, on the 27th day of June, 19 75, is now fully paid and satisfied; and I/We, as beneficiary, do hereby authorize the Clerk of the Chancery Court of said County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of said County also as provided by law.

ATTEST:

WORTMAN & MANN, INC.


Raymond K. Miller
Raymond K. Miller, Vice Pres.
STATE OF MISSISSIPPI
COUNTY OF HINDS

By: James N. C. Moffat, III
James N. C. Moffat, III, Vice Pres.

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 K. 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 and delivered the above and foregoing instrument on the day and year therein mentioned for the purposes therein expressed.

GIVEN UNDER MY HAND and seal of office, this the 4th day of March, 19 76.

My Commission expires:

Jarrah B. Hubbard
Notary Public



STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 11 o'clock 35 minutes A. M. 9 day of Mar. 1976, and that the same has been recorded in Book 197 Page 96 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 9 day of Mar. 1976.

Fees \$ 2.50 pd.

SEAL H. P. Ferguson CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK
213 PAGE 595
THIS 15 DAY OF July 1977
H. S. Ferguson
CHANCERY CLERK

Mississippi Bankers Association
Form No. 1
(Revised Dec. 1956)
L A N D

DEED OF TRUST LAND

THIS INDENTURE, this day made and entered into between Phillip N. McKnatt

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
DOLLARS

(\$ 10,620.00) evidenced by a promissory note of even date herewith in favor of
the beneficiary, bearing interest at the rate of 10% per centum per annum after
maturity, providing for the payment of attorney's fees in case of default and being due
and payable as follows, to-wit:

Due and repayable in 36 monthly installments, the first being due on or
before the 20th day of June, 1975 and the following payments due on or
before the 20th of each month thereafter.

This property is substituted for a 1975 Lincoln Continental Serial Number
5Y89A826893, March 2, 1976

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

NOW, THEREFORE, in consideration of the premises, and the further consideration of Ten 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: Two acres, more or less in
Section 12, Township 2, Range 7, DeSoto County, Mississippi more particularly described
as BEGINNING at the Northwest Corner of Tract III in that certain deed from F. W. Baker
and wife, Mrs. A. E. Baker, dated November 9, 1918 and recorded in Deed Book 19, Page 448
in the office of the Chancery Clerk of DeSoto County, Mississippi; running thence South
a distance of 559 feet to the center of Memphis and Germantown Road to a point; thence
North a distance of 143 feet along the center line of Memphis and Germantown Road to a
point; thence West a distance of 438 feet to the point of beginning, intending to convey
the 2 acres, more or less, tract conveyed to Eugene Dunlap and wife, Earlene Dunlap
by deed dated March 2, 1954 as appears of record in Deed Book 40, Page 316 in the Land
Deed Records of DeSoto County, Mississippi.

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

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary herein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment of interest as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other covenant herein contained, then and in that event the entire principal sum secured hereby with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, or the owner or holder of said note or notes, be and become at once due and payable, and the trustee herein named, or his successor or successors, shall, at the request of the beneficiary, or at the request of any owner or holder of the note or notes secured hereby, sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid. Such sale shall be made by giving notice of the time, place and terms of sale as required by Section 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 any 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 March 1976

Phil McKnatt

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 *Phillip N. McKnatt*

who severally acknowledged that he

signed and delivered the above and foregoing deed of trust on the day and year therein mentioned.

Given under my hand and official seal, this the 2nd day of March 1976

My Commission Expires: *Jan 18, 1977*

Henry D. Roberts
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock
minutes A. M. 9 day of March 1976, and that the same has
been recorded in Book 197 Page 97 records of REAL ESTATE Trust Deed
of said County.

Witness my hand and seal this the 9 day of Mar. 1976.

Fees \$ 5.00 pd.

SEAL *H. P. Ferguson* CLERK

100

INDEXED BY AUTHORITY RECORDED IN
344 PAGE 155
2 DAY OF August 1985
H. D. Johnson
CHANCERY CLERK 25.

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 George W. Bowlin, Jr.

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 Seven Thousand and No/100----- DOLLARS (\$ 7,000.00) evidenced by one promissory note of even date herewith in favor of the beneficiary, bearing interest at the rate of ten per centum per annum after March 5, 1976 , providing for the payment of attorney's fees in case of default and being due and payable as follows, to-wit: Due on or before June 3, 1976.

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

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

County of DeSoto

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

Lot 7, Jones Commercial and Industrial Park, situated in Section 23, Township 1 South, Range 6 West, as per plat recorded in the Chancery Clerk's Office, DeSoto County, Mississippi in Plat Book 13, Page 23, to which reference is hereby expressly made.

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

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary herein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment of interest as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other covenant herein contained, then and in that event the entire principal sum secured hereby with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, or the owner or holder of said note or notes, be and become at once due and payable, and the trustee herein named, or his successor or successors, shall, at the request of the beneficiary, or at the request of any owner or holder of the note or notes secured hereby, sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid. Such sale shall be made by giving notice of the time, place and terms of sale as required by Section 338 of the Mississippi Code of 1942 and amendments if any thereto, and the trustee shall make deed to the purchaser or purchasers. Should the beneficiary, or the owner or holder of the note or notes secured hereby be a corporation, then in such event a declaration of default to the trustee, and a request for sale hereunder, may be made by any officer thereof. If the land covered hereby is situated in two or more counties, or in two judicial districts of the same county, the trustee may sell the whole in any of the counties, or in either of the judicial districts of a county in which any part of the land lies. Out of the proceeds of sale the trustee shall first pay the cost of advertising and making the sale; and secondly, he shall pay whatever items may have been incurred and remain unpaid in the protection of this security; then he shall pay such of the items of indebtedness secured hereby as may be outstanding in the order of their maturity, and any balance remaining in his hands shall be delivered to the grantor, or to his proper representatives, agents or assigns.

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

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

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

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

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

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

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

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

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

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

IN TESTIMONY WHEREOF, witness the signature of the grantor this the 5th, day of March 19 76

George W. Bowlin, Jr.

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 W. Bowlin, Jr.

who severally acknowledged that he

signed and delivered the above and foregoing deed of trust on the day and year therein mentioned.

Given under my hand and official seal, this the 5th, day of March 19 76

My Commission Expires: Jan 18, 1977

Ray O. Poffin
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock A. minutes M. 9 day of Mar. 1976, and that the same has been recorded in Book 197 Page 100 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 9 day of Mar. 1976.

Fees \$ 5.00 pd.

SEAL

H. H. Ferguson
CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK
266 PAGE 470
THIS 1 DAY OF Dec. 1980
H. B. 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 Lester Dunlap and wife,
Alice Sheryl McManis Dunlap

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
Fourteen thousand Five hundred seventy six and 40/100-----DOLLARS
(\$ 14,576.40) 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
maturity, providing for the payment of attorney's fees in case of default and being due
and payable as follows, to-wit: Due and repayable in 60 monthly installments of \$242.94
each, the first being due on the 10th of April 1976 and one installment due and
payable on or before the 10th 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 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: 26.73 acres situated in
Section 5 and 6, Township 4 South, Range 7 West and being more particularly described as
BEGINNING at a spike set in Gray's Creek Road located 2130 feet North and 1412 feet East
of the Southeast Corner of Section 6, Township 4 South, Range 7 West; thence North 80°
41' West, 1500.36 feet to an iron pin in the East right of way of the Illinois Central
Railroad; thence along said right of way North 15° 50' West, 610.0 feet to an iron pin
on the North bank of a big drainage ditch; thence up said drainage ditch North 69° 57'
East, 70.23 feet, North 76° 34' East, 188.68 feet, North 67° 15' East, 114.95 feet,
North 76° 16' East, 131.71 feet, North 65° 12' East, 167.92 feet to an iron pin in said
drainage ditch; thence up a small drainage ditch South 61° 02' East, 56.86' South 49°
48' East' 92.96' South 64° 33' East, 160.58 feet to a point; thence along a fence with
the following locative calls: South 80° 41' East, 450.95 feet, North 88° 03' East,
210.01 feet to a double tie corner post; thence South 09° 56' East 266.09 feet to an
iron pin; thence South 00° 17' West, 355.10 feet to an iron pin; thence South 04° 48'

(continued)

East, 200.00 feet to a spike in Gray's Creek Road being the point of beginning, and containing 26.73 acres, more or less.

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

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary herein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment of interest as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other covenant herein contained, then and in that event the entire principal sum secured hereby with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, or the owner or holder of said note or notes, be and become at once due and payable, and the trustee herein named, or his successor or successors, shall, at the request of the beneficiary, or at the request of any owner or holder of the note or notes secured hereby, sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid. Such sale shall be made by giving notice of the time, place and terms of sale as required by Section 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 26th day of February 19 76

Lester Dunlap
Lester Dunlap
Alice Sheryl McManis Dunlap
Alice Sheryl McManis Dunlap

STATE OF MISSISSIPPI,
COUNTY OF DeSoto

This day personally appeared before me, the undersigned authority, in and for the State and County aforesaid, the within named Lester Dunlap and wife, Alice Sheryl McManis Dunlap who severally acknowledged that they

signed and delivered the above and foregoing deed of trust on the day and year therein mentioned.

Given under my hand and official seal, this the 26th day of February 19 76

My Commission Expires Jan 18, 1977 *Henry M. Saffner*
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock
minutes A. M. 9 day of Mar. 1976, and that the same has
been recorded in Book 197 Page 103 records of REAL ESTATE Trust Deed
of said County.
Witness my hand and seal this the 9 day of Mar. 1976.

5.00

SEAL *H. P. Ferguson* CLERK

Lot 1608
Partial Release of this Instrument Recorded in
Real Estate TID Book
No. 209 Page 747
This 30 day of March 19 77
H. D. Ferguson Clerk

Extension - Modification Agreed
Assignment of this Instrument Recorded in
Real Estate TID Book
No. 209 Page 799
This the 31 day of March 19 77
H. D. Ferguson Clerk



CANCELLED BY AUTHORITY RECORDED IN BOOK
375 PAGE 368
DAY OF Sept 1986
H. D. Ferguson by M.B.
CHANCERY CLERK

CORRECTION
DEED OF TRUST
LAND

THIS INDENTURE, this day made and entered into between

JAMES VERNON HOBBS,

of the first part, hereinafter designated as the Grantor,

D. B. Bridgforth, Jr., Trustee, of the second part, hereinafter designated as Trustee, and

UNION PLANTERS NATIONAL BANK,

of the third part, hereinafter designated as the Beneficiary.

WITNESSETH: That whereas the Grantor is justly indebted to the beneficiary in the full sum of
Three Hundred Three Thousand Seventy and No/100 -----DOLLARS
(\$303,070.00) evidenced by a promissory note of even date herewith in favor of
the beneficiary, bearing interest at the rate of Ten per centum per annum after
date , providing for the payment of attorney's fees in case of default and being due
and payable as follows, to-wit:

Due and payable on demand, or if not demand is made,
due on or before February 25, 1977, together with
interest accrued thereon.

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

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

County of DeSoto

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

Lots 1594, 1595, 1598, 1599, 1606, 1607, 1608,
1609, 1610, and 1611, Section H, Greenbrook Subdivision,
in Section 30, Township 1, Range 7 West, as per plat
appearing of record in Plat Book 11, Pages 21-22, in
the office of the Chancery Clerk of DeSoto County,
Mississippi.

Partial Release of this Instrument Recorded in
Real Estate TID Book
No. 212 Page 384
This the 8 day of June 19 77
H. D. Ferguson Clerk

Partial Release of this Instrument Recorded in
Real Estate TID Book
No. 218 Page 617
This 22 day of Nov 19 77
H. D. Ferguson Clerk

Partial Release of this Instrument Recorded in
Real Estate TID Book
No. 219 Page 4
This 30 day of Nov 19 77
H. D. Ferguson Clerk

Partial Release of this Instrument Recorded in
Real Estate TID Book
No. 219 Page 36
This 1 day of Dec 19 77
H. D. Ferguson Clerk

Partial Release of this Instrument Recorded in
Real Estate TID Book
No. 222 Page 164
This 28 day of Feb 19 78
H. D. Ferguson Clerk

L 1594
Partial Release of this Instrument Recorded in
Real Estate TID Book
No. 222 Page 236
This 3 day of March 19 78
H. D. Ferguson Clerk

PRP

PPS

Party of the first part reserves the right to prepay all or any part of the indebtedness secured by this instrument on or before the due date without penalty.

This Deed of Trust is given on condition that lots will be released by the beneficiary on the terms and conditions set forth in the construction loan agreement letter from the beneficiary addressed to party of the first part dated February 13, 1976, to which reference is herein expressly made.

This Deed of Trust is being re-recorded to complete the maturity whereby the day was left blank in that Deed of Trust recorded in Book 196, Page 627, in the office of the Chancery Clerk of DeSoto County, Mississippi. Satisfaction and cancellation of this Deed of Trust shall serve to satisfy and cancel of record that deed recorded in Book 196, Page 627, in said Clerk's office.

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

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary herein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment of interest as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other 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 \$135,000.00, 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.

Vertical text on the right margin, possibly a recording or filing stamp, partially illegible.

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 Feb., 1976.

James Vernon Hobbs
James Vernon Hobbs

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 Vernon Hobbs

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 25th day of February, 1976.

My Commission Expires:

Deborah B. Ambro
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 11 o'clock
35 minutes A. M. 9 day of Mar. 1976, and that the same has
been recorded in Book 197 Page 106 records of REAL ESTATE Trust Deed
of said County.

Witness my hand and seal this the 9 day of Mar. 1976.

Fees \$ 4.50 pd.

SEAL *H. H. Ferguson* CLERK

Lot 430, Sec. C, Eastover sd

STATE OF MISSISSIPPI
COUNTY OF DESOTO

ORDER TO CANCEL DEED OF TRUST

KNOW ALL MEN BY THESE PRESENTS: That Wortman & Mann, Inc., the beneficiary, does hereby certify that a certain trust deed bearing date of the 20th day of October, 1975, made and executed by First Realty Building Corporation to Rowan H. Taylor, Trustee for the benefit of the above named beneficiary, and recorded in the office of the Chancery Clerk of DeSoto County, Mississippi, in Book 192, Page 385, of the Records of Trust Deeds, on the 30th day of October, 1975, is now fully paid and satisfied; and I/We, as beneficiary, do hereby authorize the Clerk of the Chancery Court of said County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of said County also as provided by law.



Raymond K. Miller
Raymond K. Miller, Vice Pres.

WORTMAN & MANN, INC.

By: James N. C. Moffat III
James N. C. Moffat III, Vice Pres.

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 K. 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 and delivered the above and foregoing instrument on the day and year therein mentioned for the purposes therein expressed.

GIVEN UNDER MY HAND and seal of office, this the 4th day of March, 1976.

My Commission expires:



Sarah B. Hubbard
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 11 o'clock 35 minutes A.M. 9 day of Mar. 1976, and that the same has been recorded in Book 197 Page 109 records of REAL ESTATE Trust Deed of said County.
Witness my hand and seal this the 9 day of Mar. 1976.
Fees \$ 2.50 pd. SEAL H. P. Ferguson CLERK

Lot 466, Sec. C, Eastover sd

STATE OF MISSISSIPPI
COUNTY OF DESOTO

ORDER TO CANCEL DEED OF TRUST

KNOW ALL MEN BY THESE PRESENTS: That Wortman & Mann, Inc., the beneficiary, does hereby certify that a certain trust deed bearing date of the 3rd day of November, 1975, made and executed by First Realty Building Corporation to Rowan H. Taylor, Trustee for the benefit of the above named beneficiary, and recorded in the office of the Chancery Clerk of DeSoto County, Mississippi, in Book 192, Page 643, of the Records of Trust Deeds, on the 7th day of November, 1975, is now fully paid and satisfied; and I/We, as beneficiary, do hereby authorize the Clerk of the Chancery Court of said County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of said County also as provided by law.

ATTEST:

WORTMAN & MANN, INC.

Raymond K. Miller
Raymond K. Miller, Vice Pres.

By: James N. C. Moffat, III
James N. C. Moffat, III, Vice Pres.



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 K. 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 and delivered the above and foregoing instrument on the day and year therein mentioned for the purposes therein expressed.

GIVEN UNDER MY HAND and seal of office, this the 4th day of March, 1976.

My Commission expires:

Derek B. Hubbard
Notary Public



STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 11 o'clock 35 minutes A.M. 9 day of Mar. 1976, and that the same has been recorded in Book 197 Page 110 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 9 day of Mar. 1976.

Fees \$ 2.50 pd.

SEAL H. P. Ferguson CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK

217 PAGE 544
THIS 25 DAY OF Oct 1977

H. D. Ferguson
CHANCERY CLERK

Return to.
Record Data of Miss., Inc.
Suite 922-100 N. MAIN
Memphis, TN 38103

DEED OF TRUST

THIS DEED OF TRUST made and entered into this 5th day of March, 1976, by and between Stephen J. Petkoff and wife Allefina K. Patkoff, hereinafter called the Grantors; Dale Mock, hereinafter called the Trustee; Homemakers Finance Service, Inc., a New York Corporation, and having its business office and post office address at 1389 Stateline Rd., P. O. Box 213 Southaven, Miss. 38671, Mississippi, hereinafter called the Beneficiary;

WHEREAS the Grantors are justly indebted to the Beneficiary in the full sum of Four Thousand Six Hundred Eight Dollars & 00/100 DOLLARS (\$4608.00) evidenced by promissory note of even date herewith payable to the Beneficiary, at the office of the Beneficiary stated above, or at such place as the holder may designate, in writing, in 36 monthly installments of \$ 128.00 each commencing on the 12th day of April, 1976 and like payments on the same day of each successive month thereafter until paid in full, said note bearing interest from maturity at the rate of six per centum per annum, and providing for attorney's fees for collection if not paid according to the terms thereof. The Beneficiary may collect a "late charge" not to exceed 5% of the amount of the delinquent payment or \$5.00, whichever is the lesser sum.

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

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

Lot 316, section D, in Carriage Hills Subdivision, on section 24, township 1 south range 8 west as shown by the plat recorded in plat book 5, pages 4 and 5 in the office of the chancery clerk of DeSoto County.

National Mortgage is responsible for taxes.

The undersigned covenants that the undersigned has/have exclusive and unconditional title to and possession of the above described property; that there are no liens, claims or encumbrances against same, or any part thereof, other than as shown herein.

This conveyance, however, is in trust, and should the undersigned pay the aforesaid note at maturities and otherwise perform all the terms and conditions thereof, this conveyance shall be void; otherwise, and in the event that the undersigned should fail to pay said indebtedness, or any installment or part thereof, at maturities, or should otherwise fail to perform any of the terms and conditions of said note, then said Trustee shall, upon demand of said beneficiary, its successors or assigns, whether or not all of said indebtedness shall have become due, sell, at public outcry, to the highest bidder for cash, within legal hours, and at the courthouse of the aforesaid county (or if there be two judicial districts in said county, then at the courthouse in the judicial district in which said lands are situated), the aforesaid property, after having advertised said sale by publishing notice of the time, place, and terms of such sale in some newspaper having general circulation in said county and qualified to publish same, for three consecutive weeks preceding such sale, and by posting one notice thereof for said time, at said courthouse at which said property is to be sold; and out of the proceeds of such sale, the lawful costs and expenses of foreclosure and sale, including the attorney's fees specified in the note, and a reasonable and lawful Trustee's fee therefor shall be first paid, which trustee's fee is hereby agreed shall be 15% of the principal amount of the note(s) hereby secured and remaining due and unpaid and which amount shall be in addition to the attorney's fees for collection provided in said note(s); next, the amount remaining owing under the aforesaid notes shall be paid to the beneficiary herein; and lastly, any balance remaining shall be paid to the undersigned. Any such sale may be held on any secular day.

It is agreed that all buildings on said property shall be kept fully insured from loss by fire and windstorm, and from such other casualties as may be required by said beneficiary, its successors or assigns, for the benefit of the said beneficiary and payable to it in the event of loss, as its interest may appear, for application, at the option of said beneficiary, to the repairing, reconditioning, reconstruction or replacement of the aforesaid property or to any balance remaining outstanding on the aforesaid note, or other said indebtedness, whether all thereof be then due or not; and that all taxes and other charges maturing from time to time on said property shall be kept promptly paid. In event of loss the Grantor will give immediate notice by mail to the Beneficiary, who may make proof of loss if not made promptly by the Grantor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Beneficiary instead of to the Grantor and the Beneficiary jointly, and the insurance proceeds, or any part thereof, may be applied by the Beneficiary at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this Deed of Trust or other transfer of title to the said premises in extinguishment of the indebtedness secured hereby, all right, title, and interest of the Grantor in and to any insurance policies then in force shall pass to the purchaser or grantee. In event the undersigned shall neglect or refuse to obtain said insurance or pay said taxes and other charges, then said beneficiary may, at its option, but is not required to, obtain such insurance and pay all such taxes and other charges, either or all; and all sums of money expended therefor are hereby secured by this Deed of Trust, and shall be repayable with interest at 8% per annum from dates of such payments, upon demand of said beneficiary, and may be retained by said beneficiary from the proceeds of any sale of said property herein authorized. Neither the Trustee nor the beneficiary shall have any obligation to pay taxes, or other said charges, or procure insurance herein provided for; and in case any insurance procured by cancelled or otherwise expire, the said Trustee and beneficiary are hereby specifically relieved of any liability or obligation to procure other insurance, and shall have no further obligation to the undersigned in reference thereto, except the return of any unearned premium held. For default in either of said matters, the Trustee may make sale of said property, upon demand of said beneficiary, its successors or assigns, and apply the proceeds received therefrom, all as hereinbefore provided in event of default in payment of said note by the undersigned.

The Grantor hereby assigns to the Beneficiary any and all rents on the premises covered hereby and authorizes the Beneficiary, by its agents, to take possession of said premises at any time there is any default in the payment of the debt hereby secured or in the performance of any obligation herein contained, and rent the same for the account of the Grantor, and to deduct from such rents all costs of collection and administration and to apply the remainder of the same on the debt hereby secured. The Grantor further covenants and agrees that in case of a sale, as hereinabove provided, the Grantor or any person in possession under the Grantor, shall then become and be tenants holding over and shall forthwith deliver possession to the purchaser at such sale, or be summarily dispossessed in accordance with the provisions of law applicable to tenants holding over. The lien of this instrument shall remain in full force and effect during any postponement or extension of the time of payment of the indebtedness or any part thereof secured hereby. The Grantor(s) waive the provisions of Chapter 248, Laws of Mississippi of 1934, and amendatory thereof, if any, as far as said Section restricts the right of the trustee to offer at sale more than one hundred and sixty acres at a time, and the trustee may offer the property herein conveyed as a whole regardless of the manner in which it may be described. The Grantor(s) agrees to pay all usual and necessary costs incident to the cancellation upon the record or records of this deed of trust after the indebtedness hereby secured has been paid in full. In the event the property described herein shall be subject to or become subject to an oil, gas or mineral lease, then the Grantors herein assign to the beneficiary herein named, its successors or assigns, all rents and/or royalties accruing under said lease(s) until the indebtedness hereby secured is extinguished in full.

Grantors covenant at all times to do all things necessary to defend the title to all of the mortgaged property, but the holder shall have the right, at any time, to intervene in any suit affecting such title and to employ independent counsel in connection with any such suit to which it may be a party by intervention or otherwise, and upon demand Grantors agree to pay the holder all reasonable expenses paid or incurred by it in respect of any such suit affecting title to any such property, or affecting the holder's liens or rights hereunder, including reasonable fees to the holder's attorneys, and Grantors will indemnify and hold the holder harmless from and against any and all such costs and expenses, including, but not limited to any and all cost, loss, damage or liability which it may ever suffer or incur on account of the failure or inability of Grantors for any reason, to convey the rights, titles and interests which this deed of trust purports to convey. Grantors covenant at any time and from time to time, upon request by the holder, at Grantors' expense, forthwith to execute and deliver to the holder, for the benefit of all holders, if there be more than one, any and all additional instruments and further assurances as may be necessary or proper, in the holder's opinion, to effect the intent of these presents, and to continue with due diligence to cure, to the satisfaction of such holder's attorneys, all objections and meet all requirements heretofore or hereafter made by said attorneys in connection with the loan hereby secured, or the titles to the mortgaged property. In the event that this deed of trust is subordinate to any other deed of trust or lien of any kind, the beneficiary may, in the event of a default in the performance of any covenant or agreement in the prior deed of trust or in the event of default in payment of any indebtedness secured by any other prior lien when due, at its option, declare the entire indebtedness secured by this deed of trust immediately due, and payable, or the beneficiary may perform any such defaulted covenant or agreement to such extent as the beneficiary may determine or pay any part of the indebtedness which it is in default, with resultant right of subrogation, and the beneficiary shall have a lien for the same with interest at the rate of eight per centum [8%] per annum from date until paid, and the trustee shall have all the powers of sale or otherwise, in reference to said payments as for default in the payments of the original indebtedness secured by this deed of trust, and the failure to promptly repay the Beneficiary any monies so expended, upon demand, shall render the whole indebtedness herein secured, at the option of the legal holder of said indebtedness, immediately due and payable.

If default be made in any payment of any installment of principal or interest or of any indebtedness herein provided for when the same may become due and payable, then the whole of the indebtedness secured in and by this instrument may, at the option of the beneficiary, and without notice to the Grantors, be declared immediately due and payable. A failure on the part of the beneficiary to exercise any option herein contained in the event of default being made, shall not constitute a waiver of the beneficiary's right to exercise said option in the event of any subsequent default.

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

It is hereby agreed that all of the provisions of this deed of trust shall apply to and secure any and all other obligations of the undersigned, or either of them, owing to, or guaranteed by, the beneficiary herein, prior to the payment of the above described note, irrespective of whether or not said obligation or obligations were incurred prior to or subsequent to the date of the indebtedness secured hereby.

Any and all acts authorized herein on the part of the beneficiary, if it be a corporation, may be performed by it, acting through any of its officers; and should any successor or assign of said beneficiary be a corporation, then such acts may likewise be performed by such corporation acting through any of its officers. The Trustee herein may act through an agent or attorney-in-fact designated by him and such designation need not be filed for record.

The said beneficiary, its successors, assigns, or legal representatives, or any owner of the above mentioned note, or either of them, are hereby authorized to appoint, in writing, successive or substitute trustees in place of the Trustee hereinabove named, or the successor or successors of such Trustee, if from any cause the above named Trustee, or the successor or successors of such Trustee, shall not be present, able and willing to execute the trust granted hereunder or to act on the premises, or if said beneficiary, its successors, assigns or legal representatives, or any owner of the abovesaid note, or either of them, shall for any reason desire so to do.

Witness the signature of the undersigned on the day, month and year first above set forth.
Witness Dale Mack x Stephen J. Petkoff
Witness Allestina K. Petkoff Allestina K. Petkoff
Witness
Witness

STATE OF MISSISSIPPI
COUNTY OF DeSoto

This day personally appeared before me, the undersigned authority in and for the above styled jurisdiction, the within named **Stephen J. Petkoff and wife Allestina K. Petkoff** who acknowledge **they** signed and delivered the above and foregoing instrument on the day and year therein named as **their** free and voluntary act and deed.

Given under my hand and official seal, this the **5th March** day of A.D. 19 **76**

Stephen J. Petkoff 3-5-76
Allestina K. Petkoff
Fairy R. Kelly
PUBLIC CLERK
DE SOTO COUNTY, MISSISSIPPI

My commission expires:
4-3-77

HM-110 (10/74)

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at **9** o'clock **50** minutes **A. M.** **9** day of **Mar.** 1976, and that the same has been recorded in Book **197** Page **111** records of **REAL ESTATE Trust Deed** of said County.
Witness my hand and seal this the **9** day of **Mar.** 1976.

Fees \$ **3.50** pd. SEAL *H. M. Sugar* CLERK

This 17 day of Mar 1960

9th Hernando Bank

Attest

H. S. Ferguson

County Clerk

By: F. E. Davis, D.C.

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 L. N. Cleveland, Jr. and
Johnnie E. Cleveland

of the first part, hereinafter designated as the Grantor,

William W. Ballard

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

The Hernando Bank

of the third part, hereinafter designated as the Beneficiary.

WITNESSETH: That whereas the Grantor is justly indebted to the beneficiary in the full sum of
Thirty Eight Hundred and No/100 - - DOLLARS
(\$3,800.00) evidenced by one promissory note of even date herewith in favor of
the beneficiary, bearing interest at the rate of 9½ per centum per annum after
date , providing for the payment of attorney's fees in case of default and being due
and payable as follows, to-wit: on or before December 15, 1976.

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

NOW, THEREFORE, in consideration of the premises, and the further consideration of Ten 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: 118.5 acres, more or less,
in the southeast Quarter of Section 27, Township 3 South, Range 7 west, DeSoto County,
Ms and being more particularly described as the south half and the south half of the
north half of the southeast Quarter of Section 27, Township 3 South, Range 7 West, DeSoto
County, Ms less and except 1.5 acres formerly conveyed to the Trustees of Morgan Grove Church,
being the shape of a square 85 yards on each side, leaving in the aggregate 118.5
acres, more or less.

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

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary herein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment of interest as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other covenant herein contained, then and in that event the entire principal sum secured hereby with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, or the owner or holder of said note or notes, be and become at once due and payable, and the trustee herein named, or his successor or successors, shall, at the request of the beneficiary, or at the request of any owner or holder of the note or notes secured hereby, sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid. Such sale shall be made by giving notice of the time, place and terms of sale as required by Section 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 1st day of March 19 76

L. N. Cleveland Jr
Johnnie E. Cleveland

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 L. N. Cleveland, Jr. and Johnnie E. Cleveland

who severally acknowledged that

signed and delivered the above and foregoing deed of trust on the day and year therein mentioned.

Given under my hand and official seal, this the 1st day of March 19 76

My Commission Expires Jan. 7, 1978

My Commission Expires:

Elvis M. Barber
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock
minutes A. M. 9 day of Mar. 1976, and that the same has
been recorded in Book 197 Page 113 records of REAL ESTATE Trust Deed
of said County.
Witness my hand and seal this the 9 day of Mar. 1976.
5:00 PM. *H. H. Ferguson* CLERK

PARTIAL RELEASE

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

Lot 213, Section B Revised, Greenbrook Subdivision, in Section 19, Township 1 South, Range 7 West, as per plat thereof recorded in Plat Book 8, Page 51, in the office of the Chancery Clerk of DeSoto County, Mississippi.

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

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

IN WITNESS WHEREOF the said First National Bank of Memphis Beneficiary and holder of the indebtedness secured by said Deed of Trust as aforesaid has executed this instrument this 19 day of Feb, 1976.

ATTEST:

FIRST NATIONAL BANK OF MEMPHIS

By Philip W. Fink, Jr. President

STATE OF TENNESSEE
COUNTY OF SHELBY

Personally appeared before me, the undersigned authority of law in and for the jurisdiction aforesaid, the within named PHILIP W. FINK who acknowledge that as respectively, for and on behalf of and by authority of FIRST NATIONAL BANK OF MEMPHIS they signed the above and foregoing instrument and affixed the corporate seal of said corporation thereto and delivered said instrument on the day and year therein mentioned.

GIVEN UNDER MY HAND AND seal of office this the 19 day of Feb, 1976.

Synda J. Smith
Notary Public

My commission expires:

MY COMMISSION EXPIRES MARCH 24, 1979

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 11 o'clock 35 minutes A.M. 9 day of Mar. 1976, and that the same has been recorded in Book 197 Page 116 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 9 day of Mar. 1976.

Fees \$ 2.50 pd.

SEAL H. H. Ferguson CLERK

Mid-State Homes, Inc.
 Assignment of this instrument recorded in
Real Estate Trust Deed Book
 No. 543 Page 82
 This the 30th day of May 1991
W. E. Dossie Clerk
 by: G. Stanton, Jr.

Assignment of this Instrument Recorded in
Real Estate TID Book
 No. 284 Page 287
 This the 9 day of June 1982
H. D. Ferguson

Assignment of this Instrument Recorded in
Real Estate TID Book
 No. 284 Page 292
 This the 9 day of June 1982
H. B. Ferguson Clerk

Branch Mpls, TN No. Mos 180
Oct. 31 1975

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

Whereas, Fred L. Joralemon, Jr.

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 Seventeen Thousand Eight Hundred Two & 00/100 Dollars (\$ 17,802.00.) as evidenced by one certain promissory note of even date herewith made by the Grantor to the Beneficiary and payable in monthly installments of \$ 98.90, the first of said installments being due and payable on the 5 day of JANUARY, 1976, and a like installment on the 5 day of each and every month thereafter until the entire principal sum, together with interest from maturity at the rate of six per cent per annum has been paid in full;

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

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

Lot 120 in Section B of Kokoreef Subdivision as shown on the Plat appearing in Plat Book 7, pages 26-34 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 30, Township 3, Range 9. ✓

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

Partial Release of this Instrument Recorded in
 Book
 19

THIS 24th DAY OF July 19 91
 W. C. Saini
 Chancery Clerk
 by: D. Taylor, Jr.

Re-record
 Assignment of this Instrument Recorded in
Real Estate TID Book
 No. 287 Page 73
 This the 31 day of Aug 1982
H. D. Ferguson

Re-record
 Assignment of this Instrument Recorded in
Real Estate TID Book
 No. 287 Page 78
 This the 31 day of Aug 1982
H. D. Ferguson

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 two 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 31 day of October 1975
Fred L. Joralemon Jr.
Witness:
Gene Snyder

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 deposeth and saith that he saw the within names Fred L. Joralemon Jr. and

husband and wife, whose names are subscribed thereto, sign and deliver the same to John H. Fox III. (Trustee)

Trustee, for the benefit of Jim Walter Homes, Inc., that he, this affiant subscribed his name as a witness thereto in the presence of the said Fred L. Joralemon Jr. and husband and wife.

GIVEN under my hand and official seal, this the 31st day of October, 1975

Arthur H. Fox
NOTARY PUBLIC
MY COMMISSION EXPIRES _____

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock No minutes A. M. 9 day of March 1976, and that the same has been recorded in Book 197 Page 117 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 9 day of Mar. 1976.
Fees \$ 4.00 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 Money Mart, Inc.,
of Olive Branch, Mississippi the beneficiary, does hereby certify that a certain trust deed
bearing date the 17th day of December 19 75, made and executed by Annie Mae Henry
of DeSoto County, Mississippi to Money Mart, Inc.
the above named beneficiary, and recorded in the office of the Chancery Clerk of DeSoto
County, in the State of Mississippi in Land Trust Deed Record No. 194 on page 439
of the Record of Trust Deeds, on the 22nd day of December, 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.

MONEY MART, INC.
By John Sullivan

STATE OF MISSISSIPPI, } ss.
DeSoto County.

Personally came and appeared before me, the undersigned authority Notary Public
in and for County and State aforesaid, James Sullivan 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 March, A. D. 19 76
William C. Pennington
Notary Public
My Commission Expires: 9-24-77

LS195642-6421-1000-57244

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock
NO minutes A. M. 9 day of MARCH 1976, and that the same has
been recorded in Book 197 Page 119 records of REAL ESTATE Trust Deed
of said County.

Witness my hand and seal this the 9 day of MARCH 1976.
Fees \$ 0.50 pd. SEAL H. H. 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 Money Mart, Inc.
of Olive Branch, Mississippi the beneficiary, does hereby certify that a certain trust deed
bearing date the 1st day of October, 1974, made and executed by Annie Mae Henry
of DeSoto County, Mississippi to Money Mart, Inc.
the above named beneficiary, and recorded in the office of the Chancery Clerk of DeSoto
County, in the State of Mississippi in Land Trust Deed Record No. 180 on page 391
of the Record of Trust Deeds, on the 11th day of October, A. D. 1974, is now fully paid
and satisfied; and I do hereby authorize the Clerk of the Chancery Court of said DeSoto
County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of
said County also as provided by law.

MONEY MART, INC.
By: James Sullivan

STATE OF MISSISSIPPI, } ss.
DeSoto County.

Personally came and appeared before me, the undersigned authority Notary Public
in and for County and State aforesaid James Sullivan 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 5 day of March, A. D. 1976

Shelby C. Pennington
Notary Public

My Commission Expires:
9-24-79

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock
no minutes A. M. 9 day of Mar. 1976, and that the same has
been recorded in Book 197 Page 130 records of REAL ESTATE Trust Deed
of said County.

Witness my hand and seal this the 9 day of Mar. 1976.

Fees \$ 2.50 pd.

SEAL H. P. Ferguson CLERK

Assignment of this Instrument Recorded in
Real Estate TID Book
No. 198 Page 340
This the 12 day of April 1976

DEED OF TRUST

THIS DEED OF TRUST is made this 5th day of March, 1976, among the Grantor, RAYMOND T. WILSON and wife, DIXIE WILSON (herein "Borrower"), C. B. Henley (herein "Trustee"), and the Beneficiary, BAILEY MORTGAGE COMPANY, a corporation organized and existing under the laws of the State of Mississippi, whose address is 161 E. Amite Street, Jackson, Mississippi 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 11 of RIDGE VIEW SUBDIVISION as shown on Plat appearing of record in Plat Book 12, Pages 41-44 in the land records of DeSoto County, Mississippi, in the Office of the Chancery Clerk of said County, to which recorded plat reference is made for a more particular description of said lot. Said property is located in Section 26, Township 1, Range 7 West.

which has the address of Douglas Road Olive Branch, Mississippi, 38654 (herein "Property Address");
(Street) (City) (State and Zip Code)

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 March 5, 1976 (herein "Note"), in the principal sum of Thirty Five Thousand and No./100 Dollars, with interest thereon, providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on April 1, 2006; 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 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. 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 Shelby 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, and Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Deed of Trust shall continue unimpaired. Upon such payment and cure by Borrower, this Deed of Trust and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

20. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower

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

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

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

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

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

Raymond T. Wilson
Raymond T. Wilson —Borrower

Dixie Wilson
Dixie Wilson —Borrower

STATE OF MISSISSIPPI, DeSoto County ss:

On this 5th day of March, 1976, personally appeared before me, the undersigned authority in and for said County and State, the within named Raymond T. Wilson and wife, Dixie Wilson, 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: 6/5/79

Lee V. Hamberlin
Lee V. Hamberlin Notary Public

STC-33748

THIS INSTRUMENT PREPARED BY :
LEE V. HAMBERLIN, ATTORNEY
5865 Ridgeway Parkway #104
Memphis, Tennessee 38138

Agency Responsible for payment of taxes:
Bailey Mortgage Company
161 E. Amite Street
Jackson, Mississippi 39205

(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 10 o'clock and

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock no minutes A.M. 9 day of Mar. 1976, and that the same has been recorded in Book 197 Page 121 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 9 day of Mar. 1976.

Fees \$ 6.00 pd.

SEAL *H. H. Ferguson* CLERK

38138

Pd 6.00

agreement
 CANCELLED BY AUTHORITY. RECORDED IN BOOK *Book Estate TID* Book No. *221* Page *781*
 509 page *49 149 (31745)*
 THIS *31* DAY OF *May* 19 *90* This the *17* day of *Feb* 19 *78*
W. E. Davis Chancery Clerk
by D. Graham
H. D. Ferguson

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 Billie Jean Hanna and husband Morris Hanna

of the first part, hereinafter designated as the Grantor,

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

Joe C. Nichols of the third part, hereinafter designated as the Beneficiary.

WITNESSETH: That whereas the Grantor is justly indebted to the beneficiary in the full sum of
 Fourteen Thousand and No/100-----DOLLARS
 (\$14,000.00) evidenced by promissory note of even date herewith in favor of
 the beneficiary, bearing interest at the rate of 10% per centum per annum after
 date , providing for the payment of attorney's fees in case of default and being due
 and payable as follows, to-wit:

Due and repayable in five (5) annual installments of \$2,400.00 each and a final installment of \$2,000.00, with the first installment due on or before January 15, 1977 and one (1) installment due on the same day of the same month of each year thereafter until paid in full; with interest on the unpaid balance payable with annual payments.

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

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

County of DeSoto

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

Lot 5 of Joe Nichols Subdivision situated in Section 2, Township 2 South, Range 6 West as per plat recorded in Plat Book 4, Page 20, Chancery Clerk's Office, DeSoto County, Mississippi.

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

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary herein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment of interest as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other covenant herein contained, then and in that event the entire principal sum secured hereby with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, or the owner or holder of said note or notes, be and become at once due and payable, and the trustee herein named, or his successor or successors, shall, at the request of the beneficiary, or at the request of any owner or holder of the note or notes secured hereby, sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid. Such sale shall be made by giving notice of the time, place and terms of sale as required by Section 538 of the Mississippi Code of 1942 and amendments if any thereto, and the trustee shall make deed to the purchaser or purchasers. Should the beneficiary, or the owner or holder of the note or notes secured hereby be a corporation, then in such event a declaration of default to the trustee, and a request for sale hereunder, may be made by any officer thereof. If the land covered hereby is situated in two or more counties, or in two judicial districts of the same county, the trustee may sell the whole in any of the counties, or in either of the judicial districts of a county in which any part of the land lies. Out of the proceeds of sale the trustee shall first pay the cost of advertising and making the sale; and secondly, he shall pay whatever items may have been incurred and remain unpaid in the protection of this security; then he shall pay such of the items of indebtedness secured hereby as may be outstanding in the order of their maturity, and any balance remaining in his hands shall be delivered to the grantor, or to his proper representatives, agents or assigns.

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

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

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

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

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

Fifth. The failure on the part of the grantor to keep and perform each, any, and all of the covenants and stipulations of this deed of trust, or the passage by the State of Mississippi of any law imposing payment of the whole or any portion of any of the taxes aforesaid upon the trustee or the beneficiary, or upon the rendering by any court of competent jurisdiction of a decision that the stipulation or provision herein covering the payment of taxes or assessments is legally inoperative, shall give to the beneficiary or to the owner or holder of the notes secured hereby the option to at once declare the entire principal sum hereby secured with all interest and charges thereon, and all other amounts secured hereby at once due and demandable and to have the property advertised and sold by the trustee herein named, or his successor or successors, in accordance with the provisions of this conveyance hereinbefore set out. But in case such default consists in the failure to keep the said property insured or to pay the taxes 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 8 day of March 1976

Billie Jean Hanna
Billie Jean Hanna
 Morris Hanna
Morris Hanna

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 Billie Jean Hanna and husband Morris Hanna 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 8 day of March 1976

My Commission Expires: 9-24-79 *Delbert P. ...*
 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. 9 day of Mar. 1976, and that the same has been recorded in Book 197 Page 125 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 9 day of Mar. 1976.

Fees \$ 5.00 and

CLERK *H. P. ...*

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 Doctor John DeSutter and wife Carolyn DeSutter

of the first part, hereinafter designated as the Grantor,

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

Bank of Mississippi of the third part, hereinafter designated as the Beneficiary.

WITNESSETH: That whereas the Grantor is justly indebted to the beneficiary in the full sum of Six Thousand, Nine Hundred, Fifty-One and 60/100-----DOLLARS (\$ 6,951.60) evidenced by one promissory note of even date herewith in favor of the beneficiary, bearing interest at the rate of 10 per centum per annum after maturity, providing for the payment of attorney's fees in case of default and being due and payable as follows, to-wit:

Due and repayable in 60 payments of \$115.86 each with the first payment being due April 10, 1976 and one payment due on the same day of each month thereafter until said indebtedness is paid in full.

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

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

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

The land lying and being situated in the Town of Olive Branch, DeSoto County, Mississippi, in Section 34, Township 1, Range 6 West, and being more particularly described as beginning at a stake in the north right-of-way of Coleman Avenue, 1,165 feet north and 845.5 feet east of the southwest corner of said Section 34; thence east along the north right-of-way of Coleman Avenue 76.7 feet to a stake; thence north 3 degrees 47 minutes west 155 feet to a stake; thence south 84 degrees 50 minutes west 80 feet to a stake; thence south five degrees 0 minutes east 155 feet to the point of beginning, and being in the Southwest quarter of Section 34, Township 1, Range 6 West; and further described as being part of the land conveyed to Lester Ray Darling by Charles E. Sisk and wife Patsy C. Sisk on June 4, 1966, and as of record in Deed Book 66, page 97, of the land deed records of DeSoto County, Mississippi.

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

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

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

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

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

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

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

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

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

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

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

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

IN TESTIMONY WHEREOF, witness the signature of the grantor this the 2nd day of March 1976

John DeSutter
Carolyn DeSutter

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

John DeSutter and Carolyn DeSutter 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 2nd day of March 1976
My Commission Expires: Feb. 1, 1979
Betty L. Hollowell
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock NO minutes A. M. 9 day of Mar. 1976, and that the same has been recorded in Book 197 Page 128 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 9 day of Mar. 1976.

Fees \$ 7.50 pd.

SEAL *H. P. Jackson* CLERK

STATE OF MISSISSIPPI
COUNTY OF Desota County

DEED OF TRUST

ACCOUNT # 40079-6
BRANCH Holly Springs #70

WHEREAS, Thomas W. King Jr. and wife Shirley Ann King

Grantor(s)

are justly indebted unto CITY FINANCE COMPANY OF MISSISSIPPI, INC., Beneficiary, in the sum of 32,760.00
Thirty two thousand dollars seven hundred sixty no/100*** DOLLARS (\$ 32,760.00*)

(Total Amount of Note/Total of Payments)

as evidenced by a promissory note dated March 5, 1976

with the Amount of Loan (Amount Financed) of \$ 18,828.57

Finance Charge (Precomputed Charges) of \$ 13,931.43

Annual Percentage Rate 17.47 %

and due and payable in 84 installments of \$ 390.00 each beginning April 5, 1976

and like payments on the same day of each successive month thereafter until paid in full, and being desirous to secure by this Deed of Trust, the prompt payment of said indebtedness of the respective maturity dates of the installments due together with any extension or renewal thereof with interest thereon, and any other indebtedness now or hereafter becoming due and owing to the beneficiary by the grantor(s) prior to the payment of the indebtedness herein described and secured, or any extension or renewal thereof, or any part thereof.

(The Agreed Rate of Charge is provided for in Section 75-17-1 (7) of the Mississippi Code of 1972, as amended. Notwithstanding the foregoing and any other provision of law to the contrary, the maximum finance charge which may be contracted for and received for any loan or extension of credit made by a license under the Small Loan Regulatory Act (Sections 75-67-101 through 75-67-135, Mississippi Code of 1972), and the Small Loan Privilege Tax Law (Sections 75-67-201 through 75-67-243, Mississippi Code of 1972), may result in a yield not to exceed the following annual percentage rates calculated according to the actuarial method:

- (a) Thirty-six percent (36%) per annum for the portion of the unpaid balance of the amount financed that is not greater than Six Hundred Dollars (\$600.00);
- (b) Thirty-three percent (33%) per annum for the portion of the unpaid balance of the amount financed in excess of Six Hundred Dollars (\$600.00) but not greater than Eighteen Hundred Dollars (\$1800.00);
- (c) Twenty-four percent (24%) per annum for the portion of the unpaid balance of the amount financed in excess of Eighteen Hundred Dollars (\$1800.00) but not greater than Forty-five Hundred Dollars (\$4500.00);
- (d) Twelve percent (12%) per annum for the portion of the unpaid balance of the amount financed in excess of Forty-five Hundred Dollars (\$4500.00).

Nothing in this paragraph (7) shall prohibit lending money or handling, negotiating or arranging loans for a finance charge that is less than that specified herein. This paragraph (7) does not limit or restrict the manner of contracting for the finance charge, whether by way of add-on, discount or otherwise, so long as the annual percentage rate of the finance charges does not exceed that permitted by this section.

NOW, THEREFORE, they hereby sell, convey and warrant unto W. L. Sharpe

of Corinth, Miss as Trustee, the following described real property situated in Desota Co. County, State of Mississippi, to wit:

Lot 2 of Coleman Subdivision in Section 24, Township 1 South, Range 7 West, Desota County, Miss. as shown by plat of record in Plat Book 7, page 17, Chancery Clerk's Office, Desota County, Mississippi.

Being all or a portion of the real estate conveyed to Grantor(s) by _____ by a _____ Deed dated _____ 19____, and recorded in the Land Records of the Chancery Clerk's Office of _____ County, Mississippi, in _____

TO HAVE AND TO HOLD the aforescribed real estate, together with all the hereditaments and appurtenances thereunto belonging or in any wise appertaining unto the Beneficiary, its successors and assigns, with all the hereditaments and appurtenances thereunto belonging or in any wise appertaining to the Beneficiary, its successors and assigns, that they are lawfully seized in fee of the aforescribed real estate, that they have a good right to sell and convey the same; that the same is unencumbered, except:

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

IN TRUST, however, that if at any time the indebtedness herein secured, or interest thereon, or any renewals or extensions thereof, or of any part or installment thereof, with interest thereon, or any other indebtedness 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, or should the grantors fail to pay any other indebtedness which constitutes a lien upon the aforesaid real estate, the beneficiary herein, their legal representatives, successors (heirs) or assigns, may declare, without notice and demand, all indebtedness owing at that time, less any required refunds, due and payable; and the Trustee herein named or any substituted Trustee shall, at the request of the beneficiary herein, their legal representatives, successors (heirs) or assigns, sell the property herein conveyed at public outcry to the highest bidder for cash, within legal hours, in front of the Court House in the county or counties of Mississippi in which the above-described real property is located, on a day to be fixed by such Trustee, after first giving three weeks' notice of the time, place and terms of said sale by advertisement in some newspaper published in said county or counties in Mississippi, and having a general circulation therein, and by posting notice thereof at the Court House in said county or counties; and shall, out of the proceeds of said sale pay: first, all costs and expenses of making said sale, including a reasonable Trustee's fee 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.

Miss. D. T. (7-75)

Paid, Satisfied and Cancelled

This 12th day of August 1980
City Finance Co
Branch Holly Springs, Miss.

Attest

W. L. Sharpe
Chancery Clerk
W. L. Sharpe

The Grantor(s) desires to secure and make certain the payment of said notes, and of any and all renewals and extensions thereof. Now, therefore, the Grantor(s) 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 Beneficiary, will insure the buildings on said property for not less than the current fair market value against fire, windstorm and such other casualties as the Beneficiary may require, in some insurance company or companies approved by the Beneficiary, and cause said policies to be made payable to the Beneficiary as his interest may appear, and deposit said policies with the Beneficiary as further security for said debt, no responsibility for the approval or maintenance of insurance being imposed upon the Trustee or Beneficiary, 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 maintenance and execution of this trust, including but not being limited to expenses incurred by the Trustee or Beneficiary in any legal proceeding to which it is made or become a party. The net proceeds resulting from the taking of all or any part of the property by eminent domain or from any sale in lieu thereof, shall be applied upon the indebtedness in inverse order to its maturity, 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 Beneficiary such proceeds may be used to restore the improvements to their former condition. In the event of any casualty loss, Grantor(s) directs any insurer to pay Beneficiary directly and appoints Beneficiary as attorney in fact to endorse any draft to the extent not prohibited by law.

If Grantor(s) fails to provide the insurance and pay all taxes, assessments or other governmental charges as herein provided and maintain repairs and protect and preserve the property, the Beneficiary or any future holder of the indebtedness hereby secured at his option and discretion may secure and pay such insurance, and pay such taxes, assessments, other governmental charges and repairs 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. Any rights provided herein to the Beneficiary accrue to any future holder.

The following are authorized to select and substitute another trustee in the place of the above-named trustee, or any successor, at any time any of them may so desire, namely, (1) the beneficiary herein, (2) if there be more than one beneficiary, then any one of them, or (3) any future holder of the indebtedness secured hereby, or any part hereof. It shall not be necessary to obtain the consent or resignation of the original trustee, or any successor, before appointing another trustee in his place, and any such appointee, who may be an agent, employee, or officer of the beneficiary, shall have full and sole power as trustee herein. Any part of this instrument contrary to applicable law shall not invalidate the other parts of this agreement.

WITNESS their signature(s), this the 5th day of MARCH, 1976

Witnesses:
[Signature]
[Signature]

Signature [Signature]
 Type Name Here
 Signature [Signature]
 Type Name Here

ACKNOWLEDGEMENT

Important
 Signature must be the same as the name typed on the face of this instrument and below the signature lines.



STATE OF MISSISSIPPI
 COUNTY OF Marshall
 Personally appeared before me, the undersigned authority in and for the above named county and state, the within named _____, who acknowledged before me that _____ signed and delivered the above and foregoing instrument of writing on the day and date therein mentioned as _____ own act and deed.

Given under my hand and official seal, this 5 day of March, 1976
 My commission expires: 3-12-79
[Signature]
 Notary Public

AFFIDAVIT

STATE OF MISSISSIPPI
 COUNTY OF Desoto County
 Personally appeared before me, the undersigned authority in and for the above named county and state, the within named LYNN YOHMANS
~~Thomas W. King Jr. and wife Shirley Ann King~~
 one of the subscribing witnesses to the Thomas W. King Jr. and wife Shirley Ann King foregoing Deed of Trust, who being first duly sworn, deposes and says that he saw the within named _____ whose name(s) (is) (are) subscribed thereto, sign, seal and deliver the same to the said CITY FINANCE COMPANY OF MISSISSIPPI, INC., and that he, this deponent, subscribed his name as a witness thereto in the presence of the said City Finance Co. on the day and year herein named.

[Signature]
 Sworn to and subscribed before me this the _____ day of _____, 19____
 My commission expires: _____
 Notary Public

JUST
 Trustee
 Clerk
 named Trust
 the 9 day of Mar, 1976
 that the same
 acknowledgement,
 page
 face
 seal, this the
 Clerk
 D.C.
 MENT TO:
 MISSISSIPPI, INC.

STATE OF MISSISSIPPI, DESOTO COUNTY
 I certify that the within instrument was filed for record at 10 o'clock 0 minutes A.M. 9 day of Mar, 1976, and that the same has been recorded in Book 197 Page 131 records of REAL ESTATE Trust Deed of said County.
 Witness my hand and seal this the 9 day of Mar, 1976
 Fees \$ 3.50 pd.
 SEAL [Signature] CLERK

B/C 3.50
 30635
 City, State and Zip Code

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST

Class C

STATE OF MISSISSIPPI, }
DeSoto County. } ss.

KNOW ALL MEN BY THESE PRESENTS: That Money Mart, Inc.
of Olive Branch, Mississippi the beneficiary, does hereby certify that a certain trust deed
bearing date the 5th day of November 19 74, made and executed by Chester C. Sowell,
et ux of Olive Branch, Mississippi, to Money Mart, Inc.
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 381
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.

MONEY MART, INC.
By: James Sullivan

STATE OF MISSISSIPPI, }
DeSoto County. } ss.

Personally came and appeared before me, the undersigned authority Notary Public
in and for County and State aforesaid, James Sullivan 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 26 day of February A. D. 19 76
Ed Pennington

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock
10 minutes A M. 9 day of March 1976, and that the same has
been recorded in Book 197 Page 133 records of REAL ESTATE Trust Deed
of said County.

Witness my hand and seal this the 10 day of March 1976.
Fees \$ 2.50 pd. SEAL H. H. Ferguson CLERK

134

Lot 257, Sec. B - Holly Hills S/D - Lucas

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 October 7, 1975, and given by Dwight Homes South, Inc. to C. B. Henley, Trustee for the benefit of Bailey Mortgage Company, and which instrument is recorded in Book 192, Page 33, in your office, same having been fully paid and satisfied.

EXECUTED this the 4 day of March, 1976.

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, the Comptroller and Vice President, respectively, of the above corporation who acknowledged that they, being first duly authorized so to do, did, on the day and date set out therein, sign, execute, attach the corporate seal and deliver the within and foregoing instrument for and on behalf of said corporation.

WITNESS my hand and seal of office this 4 day of March, 1976.

Lucretia 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 2 o'clock
05 minutes P M. 9 day of March 1976, and that the same has
been recorded in Book 197 Page 134 records of REAL ESTATE Trust Deed
of said County.

Witness my hand and seal this the 10 day of March 1976.
Fees \$ 2.50 pd.

SEAL H. P. Ferguson CLERK

DEED OF TRUST

THIS DEED OF TRUST is made this 8th day of MARCH, 1976, among the Grantor, JAMES C. HUNT and wife, PEGGY B. HUNT, (a/k/a Peggy Ann Brown Hunt), (herein "Borrower"), Joe M. Hudspeth, (herein "Trustee"), and the Beneficiary, NORTH MISSISSIPPI SAVINGS & LOAN ASSOCIATION, a corporation organized and existing under the laws of The State of Mississippi, whose address is Hernando, Mississippi, (herein "Lender").

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

Lot 13, Riviera Estates Subdivision as per plat thereof recorded in Plat Book 10, Page 26, in the Office of the Chancery Clerk of DeSoto County, Mississippi, to which recorded plat reference is made for a more particular description. Said lot being situated in Section 13, Township 3, Range 8, Town of Hernando, DeSoto County, Mississippi.

The right is reserved to prepay the outstanding principal balance at any time with a penalty of five percent (5%) of the unpaid principal balance if prepaid during the first year; decreasing one percent (1%) each year thereafter to one percent (1%) of the unpaid principal balance if prepaid during the fifth year; with no penalty thereafter.

(In the event the installments on the indebtedness secured hereby are not paid within 15 days after the due date, the obligors shall be responsible for a late charge equal to \$5.00 or 5% of the installment of principal and interest, whichever is greater.)

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

To SECURE to Lender (a) the repayment of the indebtedness evidenced by Borrower's note of even date herewith (herein "Note"), in the principal sum of Twenty One 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 March 1, 2001; 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 Reinstote. 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 C. Hunt
JAMES C. HUNT —Borrower

Peggy B. Hunt
PEGGY B. HUNT —Borrower

131 Parris Cove
Hernando, MS 38632
Property Address

STATE OF MISSISSIPPI, DESOTO COUNTY ss:

Personally appeared before me, the undersigned authority in and for said County and State, the within named JAMES C. HUNT and wife, PEGGY B. HUNT, who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and seal of office, on this the 10th day of MARCH, A.D., 19 76.

My Commission expires:

8-11-78

Louis L. Daniels
Notary Public

STATE OF MISSISSIPPI, DeSOTO COUNTY

I certify that the within instrument was filed for record at 11 o'clock and 30 minutes A M 10 day of March 19 76 and that the same has been recorded in Book No. _____ Page _____ records of _____

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 11 o'clock 1976, and that the same has been recorded in Book 197 Page 135 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 10 day of March 1976.

Fees \$ 5.00 pd.

SEAL *H. P. Ferguson* CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK
291 PAGE 649
THIS 11 DAY OF Jan. 1983
W. B. Ferguson
CHANCERY CLERK

Deed of Trust

To

THIS DEED OF TRUST, Made and entered into this the 3rd day of March, 1976
by and between Clark J. Rhodes and wife, Annette Rhodes, Party

of the first part, hereinafter designated as the GRANTORS; Winn Davis Brown, Jr.
Trustee of the second part, hereinafter designated as TRUSTEE; and Security Bank of Southaven,
Party of the third part, hereinafter designated as the BENEFICIARY.

WITNESSETH: THAT WHEREAS the Grantors are justly indebted to the Beneficiary in the full sum of
TWENTY THOUSAND and NO/100 DOLLARS
(\$ 20,000.00), evidenced by promissory note of even date herewith payable to the Beneficiary as follows,
to-wit:

Promissory Note from Clark J. Rhodes and wife,
Annette Rhodes, to Security Bank of Southaven,
due and payable on or before February 24, 1977 and
executed by Party of the First Part payable to the
order of Security Bank of Southaven.

said note bearing interest from date at the rate of 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 ~~SEC. 2, TWP. 3,~~
Range 7 West District of DeSoto County, State of Mississippi, and more particularly described
as follows, to-wit:

A parcel of land lying and being situated in
Section 2, Township 3, Range 7 West, described
as beginning at a point located on the Section
line 1084 feet East of the Northwest corner of the
Northwest quarter of said section; Thence North
85 degrees 10 minutes East, 210 feet to a point;
Thence South 4 degrees 50 minutes East, 630 feet
to a point; Thence South 85 degrees 10 minutes
West, 210 feet to a point; Thence North 5 degrees
50 minutes West, 630 feet to the point of beginning,
containing three (3) acres.

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.

Clark J. Rhodes
CLARK J. RHODES

Annette Rhodes
ANNETTE RHODES

STATE OF MISSISSIPPI

COUNTY OF DESOTO

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named CLARK J. RHODES and wife, ANNETTE RHODES who severally acknowledged that they signed and delivered the above and foregoing deed of trust on the day and year therein mentioned.

Given under my hand and official seal, this the 3rd day of March, 1976
Subbie M. Eversell
Notary Public

My Commission expires February 14, 1980

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 _____

GRANTY CO.
393-2476
8671

Trust

Notary Court

It was filed for

at _____ P. M., on

_____ day of

_____ 19____

_____ page

_____ office,

_____ this

_____ 19____

Notary Clerk

D. C.

guaranteed

late losses.

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 2 o'clock 05 minutes P M. 10 day of March 1976, and that the same has been recorded in Book 197 Page 139 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 10 day of March 1976.

Fees \$ 5.00 pd.

SEAL H. H. Sugar CLERK

Lot 291, B, Holly Hills 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 October 7, 1975, and given by Dwight Homes South, Inc. to C.B. Henley, Trustee for the benefit of Bailey Mortgage Company, and which instrument is recorded in Book 192, Page 31, in your office, same having been fully paid and satisfied.

EXECUTED this the 1 day of March, 1976.

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 1 day of March, 1976.

Jessie Bran
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 2 o'clock 05 minutes P M. 9 day of March 1976, and that the same has been recorded in Book 197 Page 143 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 10 day of March 1976.

Fees \$ 2.50 pd.

SEAL *H. H. Ferguson* CLERK

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST

Class C

STATE OF MISSISSIPPI, }
DeSoto County, ss.

KNOW ALL MEN BY THESE PRESENTS: That NORTH MISSISSIPPI SAVINGS & LOAN ASSOCIATION
of Hernando, Mississippi the beneficiary, does hereby certify that a certain trust deed
bearing date the 10th day of October 19 76, made and executed by BOBBY GENE ARNOLD and
wife, BARBARA DARLENE of Hernando, Mississippi to JOE M. HUDSPETH,
MOYERS ARNOLD 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. 166 on page 587
of the Record of Trust Deeds, on the 11th day of October, A. D. 19 76, 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 4th day of March, 1976.

NORTH MISSISSIPPI SAVINGS & LOAN ASSOCIATION
BY: [Signature]
Title: [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, William N. Davis
Title: [Signature] 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
SAVINGS & LOAN ASSOCIATION, being first duly authorized and empowered by said
association to so do. NORTH MISSISSIPPI
Given under my hand and seal of office this 4th day of March, A. D. 19 76

[Signature]
NOTARY PUBLIC My Commission Expires Dec. 3, 1979

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 3 o'clock
no minutes P. M. 9 day of March 1976, and that the same has
been recorded in Book 197 Page 144 records of REAL ESTATE Trust Deed
of said County.
Witness my hand and seal this the 10 day of March 1976.
Fees \$ 2.50 pd. SEAL [Signature] CLERK

Parcel I
 Parcel 2 NE 1/4 35-1-8
 Partial Release of this Instrument recorded in
 Real Estate TID Book
 No 343 Page 586
 Date 26 day of July 19 85
 T. B. Ferguson Clerk

~~CANCELED BY AUTHORITY RECORDED IN BOOK~~
~~PAGE~~
~~THIS DAY OF~~ 19

CHANCERY CLERK

This Indenture, made by and between Roy E. Cox

party of the first part, Ed M. Lowrance party of the second part, as Trustee, and
C. A. Cox, Jr.

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:

Exhibit A, attached hereto and made a part hereof.

This conveyance is made in trust, however, to secure the payment of \$ 250,000.00 evidenced by the following promissory notes of even date herewith:

One note bearing 8% per annum interest due on or before ninety (90) days from date.

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

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

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

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

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

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

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

Witness the signature of the party of the first part, on this the 9th day of February 19 76

Roy E. Cox
 Roy E. Cox

RECORDED IN BOOK
 374
 27
 T. B. Ferguson
 CHANCERY CLERK
 86
 DS.



Division Offices
100 North Main Building
P.O. Box 3079
Memphis, Tennessee 38103
Phone (901) 525-4343

ONE OF THE ST. PAUL COMPANIES

TRUST DEED

FROM

Roy E. Cox

TO

Ed M. Lowrance Trustee

FOR THE USE OF

C. A. Cox, Jr.

STATE OF MISSISSIPPI }
County of DeSoto } ss.

I, _____ Clerk

of the Chancery Court and ex-officio Recorder for the County and State aforesaid, do hereby certify that the within instrument of writing was filed for record in my office on the 9th day of February 1976

A. D. 1976 at 2:15 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.

MTC form 0017

STATE OF Arkansas }
COUNTY OF Mississippi } ss.

Personally appeared before me, the undersigned Notary Public, in and for the State and County aforesaid, the within named

Roy E. Cox

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

Given under my hand and seal this the 9th day of February 1976

Notary Public
Wm. Williams
Notary Public
Wm. Williams, Co. Ark.
Office Comm Exp 3/31/78

Trans to
4. J. C. D. Cox Jr.
P.O. Box 165
Jacksboro, Ark. 71653

EXHIBIT A

Beginning at the intersection of the east line of U. S. Highway 51 (100 feet wide) and the center line of Goodman Road, said center line also being the north line of Section 35, Township 1, Range 8 West in DeSoto County, Mississippi, and said beginning point also being the northwest corner of Tract 1; thence north 90 degrees 00' 2,652.1 feet along the north line of Section 35 to the northwest corner of Section 36; thence continuing north 90 degrees 00' east and along the north line of Section 36 a distance of 1,576.6 feet to the northwest corner of the Humble Oil and Refining Company 0.918 acre tract; thence south 90 degrees 00' 200.0 feet to the southwest corner of the Humble tract, which point is also the northwest corner of the McDowell Development Corporation 12.1 acre tract; thence continuing with the east line of Interstate Boulevard (proposed) run southwardly with a 346.40 foot radius curve to the right 390.52 feet to a point; thence run south 64 degrees 35' 40" west 109.39 feet to a point; thence with a 286.40 foot radius curve to the left run 322.88 feet to a point; thence south 140.00 feet to a point, said point being the intersection of the east line of Interstate Boulevard (proposed) and the north line of Expressway Drive (Proposed); thence east 985.40 feet to a point; thence with a 40 foot radius curve to the right run 317.82 feet to a point, said point being on the north line of the Walker Manufacturing Company 36.0 acre tract, a distance of 302.44 feet west of the west line of Interstate Highway 55; thence due west along the north line of Walker Manufacturing Company tract 1,025 feet to the northwest corner of the Walker Manufacturing Company 36.0 acre tract; thence due south on the west line of the Walker Manufacturing Company tract 1,108.0 feet to the southwest corner of the Walker Manufacturing Company tract; thence due east with the south line of the Walker Manufacturing Company tract 1,461.82 feet to the southeast corner of Walker Manufacturing Company tract; thence south 2 degrees 15' east 1,838.55 feet to the southeast corner of this 252.54 acre tract; thence south 90 degrees 00' west 37.0 feet to the center of Horn Lake Creek; thence and for the next succeeding 14 courses following the center line of Horn Lake Creek, south 71 degrees 20' west 64.0 feet; thence north 12 degrees 26' west 49.6 feet; thence north 55 degrees 11' west 246.4 feet; thence south 77 degrees 06' west 101.2 feet; thence north 63 degrees 19' west 201.0 feet; thence north 79 degrees 42' west 211.0 feet; thence north 72 degrees 52' west 200.2 feet; thence north 79 degrees 22.0' west 202.7 feet; thence north 62 degrees 02' west 201.9 feet; thence north 84 degrees 02' west 206.2 feet; thence north 40 degrees 06' west 230.7 feet; thence north 74 degrees 16' west 401.1 feet; thence north 61 degrees 23' west 202.2 feet; thence north 43 degrees 54' west 109.1 feet; thence leaving Horn Lake Creek, south 87 degrees 38' west 302.0' to a point on the east line of Section 35; thence north 0 degrees 10' west 429.0 feet along the east line of Section 35; thence south 89 degrees 45' west 1,285.59 feet to the southeast corner of a 20 acre parcel of land; thence north 0 degrees 15' west 675.6 feet along the east line of said 20 acres to a point in the south line of a 39 acre parcel of land; thence north 89 degrees 45' east 758.78 feet to the southeast corner of said 39 acres; thence north 0 degrees 15' west 822.7 feet along the east line to the northeast corner of said 39 acres; thence south 89 degrees 45' west 2,056.4 feet along the north line of said 39 acres to the northwest corner, said corner being a point on the east line of U. S. Highway 51; thence north 1 degree 50' west along the east line of U. S. Highway 51 a distance of 648.5 feet to the south end of a curve to the right having a radius of 1,587.28 feet; thence northwardly along said curve in the east line of U. S. Highway 51 a distance of 487.0 feet to the point of beginning.

Less and except 1.245 acres of said property conveyed to Memphis Trust Company by Warranty Deed dated May 14, 1975 and recorded in Record of Deeds Book 117, page 482 of the official records of the Chancery Clerk of DeSoto County, Mississippi and particularly described as follows: 1.245 acres in Section 36, Township 1, Range 8, beginning at a point in the south right of way of Goodman Road (100 feet wide), said point being 645.00 feet west of a marker; west along the south right of way of Goodman Road (50 feet from center line) 210 feet to a point; thence south 230.00 feet to a point; thence east 406.81 feet to a point in the west right of way of Expressway Drive; thence northwardly along the west line of said drive along a 259.42 foot curve to the left 30.16 feet to a point; thence west 199.81 feet to a point; thence north 200.0 feet to the point of beginning.

This conveyance is subject to utility easements and oil and gas reservations of record.

EXHIBIT A

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 2 o'clock 15 minutes P M. 9 day of March 1976, and that the same has been recorded in Book 197 Page 145 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this 10 day of March 1976.

Fec # 4.00 pd

H. G. Ferguson

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST

Class C

STATE OF MISSISSIPPI, } ss.
DeSoto County.

KNOW ALL MEN BY THESE PRESENTS: That Mr. Walter Winburn
of Water Valley, Miss the beneficiary, does hereby certify that a certain trust deed
bearing date the 17th day of Feb 1969, made and executed by R. L. Knox
of Memphis, Tenn. to Walter Winburn
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. Book 115 on page 401
of the Record of Trust Deeds, on the 18th day of Feb, A. D. 1969, is now fully paid
and satisfied; and I do hereby authorize the Clerk of the Chancery Court of said DeSoto
County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of
said County also as provided by law.

Walter Winburn
Lucille M. Winburn

STATE OF MISSISSIPPI, } ss.
DeSoto County.

Personally came and appeared before me, the undersigned authority Walter Winburn and Lucille M. Winburn
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 5th day of March



Lawrence J. Ray

NOTARY PUBLIC

My Commission Expires Nov. 24, 1977.

LAWRENCE-JOHNSTON 57844

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 1 o'clock
25 minutes P. M. 10 day of March 1976, and that the same has
been recorded in Book 197 Page 148 records of REAL ESTATE Trust Deed
of said County.

Witness my hand and seal this the 10 day of March 1976.

Fees \$ 2.50 pd.

SEAL H. P. Ferguson CLERK

FULLY PAID AND SATISFIED

DATE 11/28/97

UNITED STATES OF AMERICA
RURAL DEVELOPMENT

BY [Signature]
Community Development Mgr.
PURSUANT TO AUTHORITY
CONTAINED IN 31.F.R.14109

Appointment of Successor Trustee of this
instrument recorded in Real Estate T10
Book No. 291 Page 593
This 10 day of Jan 19 83
H. D. Ferguson Clerk

ATTEST _____

W. Z. Lewis CHANCERY CLERK
by B. Stanley o 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, March 9, 1976
(Date)
by and between the undersigned Gilbert A. Newton and wife, Velma G. Newton
residing in DeSoto County, Mississippi, whose post office
address is Walls, Mississippi 38680
grantor(s), herein called "Borrower," and Aaron R. Goolsby,

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

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

Date of Instrument	Principal Amount	Annual Rate of Interest	Due Date of Final Installment
March 9, 1976	\$23,280.00	9%	March 9, 2009

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 730, Section D, Twin Lakes Subdivision as shown by the Plat recorded in Plat Book 10, pages 32-33 in the office of the Chancery Clerk of DeSoto County, Mississippi in Section 6, Township 2, Range 8.

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.

Gilbert A. Newton
Gilbert A. Newton
Velma G. Newton
Velma G. Newton

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 Gilbert A. Newton

and Velma G. Newton, his wife, who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and official seal this 9th day of March, 1976.



Sarah Bothune
(Signature)
Notary Public
(Title)

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 3 o'clock
30 minutes P. M. 9 day of March 1976, and that the same has
been recorded in Book 199 Page 149 records of REAL ESTATE Trust Deed
of said County.
Witness my hand and seal this the 10 day of March 1976.

Fees \$ 5.50 pd.

SEAL *H. P. Ferguson* CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK
295 PAGE 99
THIS 4 DAY OF April 1983
R. D. Ferguson
CHANCERY CLERK

Prepared by: King & Ballow
24th Floor, First American Ctr.
Nashville, Tennessee 37238

This Indenture, made by and between Guilford F. Thornton and wife, Ann D. Thornton,

party of the first part, William K. Beasley party of the second part, as Trustee; and First American National Bank of Nashville, Nashville, 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:

Commencing at the intersection of the East right of way line of U. S. Highway No. 51 and the east-west half section line of Section 23, Township 1, Range 8 West; thence in a northwesterly direction with the east right of way line of said highway 413 feet to the point of beginning; thence continuing in a northwesterly direction with the east right of way line of said highway 126 feet to a stake; thence North 63 degrees 30 minutes East 262 feet to a stake; thence South 43 degrees 30 minutes East 289 feet to a stake; thence due West 375 feet to the point of beginning.

This conveyance is made in trust, however, to secure ~~the payment of the indebtedness hereinafter described~~ a Guaranty of even date herewith executed by Guilford F. Thornton and wife, Ann D. Thornton, to secure to First American National Bank of Nashville, Nashville, Tennessee, the prompt payment of any and all loans and/or credit that First American National Bank of Nashville may hereafter make or extend to Melrose Camping Center, Inc. in an amount not to exceed \$350,000.00.

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

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

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

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

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

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

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

Witness the signature of the party of the first part, on this the 2nd day of March, 1976

Timothy Conn
Timothy Conn

Guilford F. Thornton
Ann D. Thornton

STATE OF TENNESSEE
COUNTY OF DAVIDSON } ss.

Personally appeared before me, the undersigned Notary Public, in and for the State and County aforesaid, the within named
Guilford F. Thornton and wife, Ann D. Thornton,
who acknowledged that the Y signed and delivered the foregoing trust deed on the day and year therein mentioned as their
voluntary act and deed.

Given under my hand and seal this the 2nd day of March 1976.

R.C. Keph MY COMMISSION EXPIRES 11-7-1979
Notary Public



*First American National Bank
First American Center
Nashville, Tennessee
39237*

MID-SOUTH TITLE INSURANCE CO. OF TENNESSEE
GUILFORD F. THORNTON
ET UX,
WILLIAM F. THORNTON
STATE OF TENNESSEE
County of Davidson
I, R.C. Keph
of the County of Davidson, Tennessee,
do hereby certify that the foregoing
instrument was filed for record in
Book 197 Page 153 records of
said County.

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 March 1976, and that the same has
been recorded in Book 197 Page 153 records of REAL ESTATE Trust Deed
of said County.

Witness my hand and seal this the 10 day of March 1976.
Fees \$ 5.00 pd.

SEAL H. P. Ferguson CLERK

pd.

CANCELLED BY AUTHORITY RECORDED IN BOOK
238 PAGE 560
27 DAY OF Feb 1929
H. D. Ferguson
CHANCERY CLERK

This instrument prepared by Carolyn Younger
Associates Capital Corp.
52 N. Second St.
Memphis, TN. 38103

THIS INDENTURE, made by and between Hugh A. Green and wife Mittie S. Green

herein called "Grantors"; Arthur E. Huggins Trustee, and hereinafter referred to as "Trustee"; and Associates Capital Corporation, an Indiana corporation, qualified and doing business at a branch office located at 52 N. Second St. - Memphis, TN. 38103

hereinafter referred to as "Corporation"; WITNESSETH:
That, FOR AND IN CONSIDERATION of One Dollar cash paid, the receipt of which is hereby acknowledged, and for the purpose of securing the payment of the indebtedness hereinafter described, the performance of the covenants and agreements hereinafter set forth, and any other indebtedness of whatever kind or character that may now or at any time hereinafter be owing by anyone or all of the Grantors to the Corporation, the Grantors hereby grant, bargain, sell, and convey unto the Trustee, and his successors in trust, the following described real estate situated in the County of

Desoto, and the State of Mississippi, to wit:

Lot 358, Section C, Brook Hollow Subdivision, Section 24, Township 1 South, Range 8 West, as recorded in plat Book 7, Page 46, in the office of the Chancery Clerk of DeSoto County, Mississippi, to which plat reference is hereby made for a more particular description.

Including also stoker, water heater, and all heating, cooling, plumbing and lighting fixtures, door and window screens, storm windows or sashes, shades and all other equipment and fixtures now or hereafter attached to or used in connection with the real estate herein described.

To have and to hold said real estate to the above named trustee, and his successors in trust, forever. Grantors covenant that we are lawfully seized of said property, have a good right to convey it, and that the same is unencumbered.

Except for a first lien in favor of E. R. Richman

Grantors further covenant and bind themselves, their heirs and representatives, to warrant and defend the title to said property, to the above named Trustee and his successors in trust, and his assigns, forever, against the lawful claims of all persons whomsoever.

Mittie S. Green, wife of said Hugh A. Green, for the consideration aforesaid, does hereby release and relinquish unto said Trustee all rights of Dower and Homestead in and to the above described real estate.

Grantors, jointly and severally, specifically waive all rights of Homestead exemption, Dower and Curtesy rights, appraisement, redemption, equity of redemption, and all other similar rights or exemptions and benefit now in effect or hereafter enacted, in favor of the Grantors, now or hereafter existing in the State where the real estate is located and the State of the resident, now or at anytime hereafter, of the Grantors.

This conveyance is made in trust for the following uses and trusts, and for no other purpose, to wit: (1) To secure and make certain the payment of an indebtedness evidenced by a Promissory Note of even date herewith in the amount \$3591.00 of Three Thousand Five Hundred Ninety-One Dollars executed by Grantors and _____

payable to the order of Corporation, (36) Thirty-Six months after date, which note contains provisions whereby the makers thereof have subscribed to and deposited as collateral security for the payment of said note, an Installment

Savings Certificate payable to the Corporation in installments of _____ Dollars per

month and a final installment of _____ Dollars and further providing that should default be made in the payment of any installment when due, at the option of said Corporation, such default shall render the entire note due and payable, whether due according to its face or not. Said note contains other provisions and agreements all of which are made a part of this instrument and reference is here made to said note for its full contents, provisions and agreements. Said note provides that if resort to law is had to enforce payment or protect the security herein conveyed, the maker or makers will pay all the cost of necessary litigation, together with a reasonable attorney's fee; and (2) To secure all other indebtedness or obligations, direct or indirect, of whatever kind or character that may now or at any time hereafter be owing by anyone or all of the grantors to the Corporation.

In the event any installment due under the savings certificate is not paid within five days after the due date thereof, the Corporation or the owner and holder of said indebtedness may collect a late or delinquent charge not to exceed an amount equal to five per cent of the installment, to cover the extra expense involved in handling delinquent payments.

If the above described indebtedness, or any other indebtedness secured hereunder, is further secured by a lien on other property, real, personal or mixed, Corporation shall not be compelled to exhaust such other security before requesting that the trustee proceed hereunder. If the property described above is described in separate tracts or parcels, the trustee may sell each tract or parcel separately or in groups of tracts or parcels, at successive sales, or sell said property altogether.

Grantors warrant and covenant that all payments, conditions and provisions made and provided for in any other lien, if any, which is superior or prior to the one created herein, shall be performed promptly when due; and if Grantors suffer or permit default in any other such lien, then the Corporation may, at its option, immediately declare the indebtedness secured hereunder, due and payable, whether due according to its face or not, and commence foreclosure proceedings. If default be made under any prior lien, the Corporation may purchase or pay in full said prior lien or may, as respects said prior lien, cure, in any manner permitted by the prior holder, said default, and all sums so expended by the Corporation shall be secured hereunder or under said prior lien; provided, however, such action by the Corporation shall not be construed, for the purpose of this instrument, as satisfying the default of the Grantors hereunder or thereunder.

Grantors agree to pay all taxes and assessments levied on the within described real estate when the same becomes due and payable, and promptly deliver the official receipts therefor to the Corporation or a certificate signed by each taxing official to whom any said taxes or assessments shall be payable, that all such taxes and assessments due to be paid such official have been paid for the current year.

Grantors agree to keep all buildings and improvements now or hereafter erected on said real estate and all equipment attached to or used in connection with the real estate herein encumbered, insured against loss or damage by fire and windstorm in such sums, with insurers, and in an amount approved by the Corporation as further security to said mortgage debt, with mortgage clause in form satisfactory to the Corporation, and assign and deliver to said Corporation, as issued, with all premiums thereon paid in full, all insurance policies upon said property. In the event of loss or damage to the property herein conveyed either by fire or windstorm, it is agreed that the amount of loss or damage recoverable under said policy or policies of insurance shall be paid to said Corporation and the said Corporation is hereby empowered in the name of the Grantors or assigns to give a full acquittal for the amount paid and such amount shall be credited to the installments to become due on the Installment Savings Certificate in inverse order, that is satisfying the final maturing installments first and if there be an excess, such excess shall be paid by the Corporation to the Grantors or assigns.

It is agreed that if default be made in the payment of any of the aforesaid taxes, assessments, or prior liens, or in procuring and maintaining of insurance as above covenanted or in the event of the failure of the Grantors to keep the buildings and improvements on said real estate and those to be erected thereon, in good repair, said Corporation, its successors and assigns, may pay such taxes, assessments, or prior liens or any part thereof, effect such insurance, and make such repairs as in its discretion it may deem necessary for the proper preservation thereof; and the sums so paid shall be secured hereunder, payable forthwith, with interest until paid, or by agreement the same may be made payable in future installments.

Said Grantors further agree to pay on demand to the Corporation or the Corporation may, at its option, add to the balance then due, all costs, including court costs and attorney's fees, paid or incurred by the Corporation in prosecuting, defending, or intervening in any legal or equitable proceedings or where any of the rights created by this Deed of Trust are, in the sole judgment of the Corporation, jeopardized or in issue.

NOW, THEREFORE, if Grantors shall pay promptly when due, according to the terms of said Installment Savings Certificate, note and this instrument, all sums required of said Grantors and promptly perform all other provisions and conditions hereof, then this conveyance shall be null and void and shall be released at Grantors expense. But if Grantors fail or default in the payment, when due, of any installment under the Installment Savings Certificate, or in payment of said note when due, or in payment of the aforesaid taxes and assessments prior to same becoming delinquent, or in the furnishing of insurance or paying the premiums therefor, or in the payment, when due, of any sums required under any prior lien, or in the prompt performance of any covenant or provision of any prior lien, or in the prompt payment of any other sums required hereunder or prompt performance of any other covenant or provisions hereof when the same is payable or the time of performance has arrived as herein provided, then, in any said events, all indebtedness secured hereby shall, without notice, at the option of Corporation, its successors or assigns, become immediately due and payable, whether due according to its face or not, and this conveyance shall remain in full force and effect and said Trustee or any successor Trustee is hereby authorized and empowered to proceed to sell the real estate hereinabove described to pay the indebtedness secured hereunder. The sale of said real estate shall be made at the front door of the Courthouse in the County in which said real estate is situated, 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 applicable laws of the State, in which the real estate is situated, governing sales of real estate under Trust Deeds. The acting Trustee may sell said real estate without taking possession of the same, and is hereby 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. Any sale made pursuant hereto shall be free from the right of redemption, equity of redemption, Homestead and Dower exemptions, and all other rights and exemptions of every kind which are expressly waived and the said acting Trustee is authorized to make a deed to the purchaser, which deed shall be conclusive of the regularity of all of the proceedings hereunder. The Corporation, its successors or assigns, are expressly authorized to bid and become the purchaser at any sale hereunder. The Trustee, or

any successor Trustee, may at anytime after any default hereunder, enter and take possession of said real estate shall only account for net rents received by him.

The Trustee acting hereunder shall distribute the proceeds of any sale made by him as follows: first, to the cost of executing this Trust, including a reasonable fee for himself and his attorney; then, second, to the repayment of any sums advanced for payment of taxes and assessments, insurance, prior liens on any part thereof, and repairs and interest thereon; then, third, to the payment of the indebtednesses secured hereby; and then, fourth, the remaining balance, if any, to the Grantors, their heirs or assigns.

The Corporation is hereby authorized, at any time, to appoint a substitute Trustee to act instead of the Trustee named herein, and to appoint other substitute Trustees successively and each such substitute Trustee shall succeed to all the rights and powers of the first Trustee named herein.

It is further agreed by said Grantors that said Trustee, or his successors, may execute the power of sale herein and other powers and rights without giving bond or taking oath.

In the event of a sale of said property under and by virtue of this Trust, the said Grantors and all persons holding under them shall be and become the tenants at will of the purchaser of the same, from and after the execution and delivery of a deed to such purchaser, said tenancy to be terminated at the option of said purchaser without notice, and Grantors and all persons holding under or through Grantors removed by process as upon a forcible and unlawful detainer suit, and Grantors agree to pay to said purchaser the reasonable rental value of said real estate from and after said sale, and a reasonable attorney's fee, if an attorney is employed to enforce the provisions hereof.

In the event the ownership of the real estate hereby conveyed, or any part thereof, becomes vested in a person other than the Grantors, the Corporation may, without notice to the Grantors, deal with such successor or successors in interest with reference to this instrument and the debt hereby secured, in the same manner as with the Grantors without in any way vitiating or discharging the Grantor's liability hereunder or upon the debt hereby secured. No sale of the premises hereby conveyed and no forbearance on the part of the Corporation and no extension of the time for the payment of the debt hereby secured shall operate to release, discharge, modify, change, or effect the original liability of the Grantors either in whole or in part.

In the event the premises or any part thereof are taken under the power of eminent domain, the entire award shall be paid to the Corporation and credited to the installments to become due on the Installment Savings Certificate in inverse order, that is satisfying the final maturing installments first, and the Corporation is hereby empowered in the name of the Grantors or the Grantor's assigns to receive and give acquittance for any such award or judgment, whether it be joint or several.

It is further specifically agreed that time is of the essence of this contract and that no delay in enforcing any obligation hereunder or of the obligation secured hereby shall at any time hereafter be held to be a waiver of the terms hereof, or of any of the instruments secured hereby.

If less than two joins in the execution hereof as Grantors, or may be of the feminine sex, the pronouns and relative words herein shall be read as if written in singular or feminine, respectively.

It is agreed that this Deed of Trust and the Promissory Note and other indebtednesses hereby secured shall, without regard to the location of said real estate, be construed and enforced according to the laws of the State in which Corporation's branch office, as designated above, is located.

The covenants herein contained shall bind, and the benefits and advantages inure to, the respective heirs, successors and assigns of the parties named.

IN WITNESS WHEREOF, we have hereunto signed our names this 6 day of Feb. 1976

X/Hugh A. Green
Mittie S. Green

STATE OF Tennessee
COUNTY OF Shelby

On this day personally appeared before me, the undersigned, a Notary Public duly commissioned and acting in and for the County and State aforesaid, the within named Hugh A. Green and wife Mittie S. Green to me well known as the Grantors in the foregoing trust deed, and acknowledged that they had executed the same for the consideration and purposes therein mentioned and set forth.

And on the same day also voluntarily appeared before me, the said Mittie S. Green wife of the said Hugh A. Green to me well known, and each in the absence of her said husband, declared that she had, of her own free will, executed said trust deed and signed and sealed the relinquishment of dower and homestead in the said instrument, for the consideration and purposes therein contained and set forth, without compulsion or undue influence of her said husband.

Witness my hand and seal at office in said county and State aforesaid, on this 3rd day of Feb. 1976

My Commission Expires: 5/31/77
Laurie J. Little
Notary Public

STATE OF _____
COUNTY OF _____

Before me, the undersigned

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock
minutes A.M. 10 day of March 1976, and that the same has
been recorded in Book 197 Page 155 records of REAL ESTATE Trust Deed
of said County.

Witness my hand and seal this the 10 day of March 1976

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 Barry Bridgforth Realty, Inc.
of Hernando, Mississippi the beneficiary, does hereby certify that a certain trust deed
bearing date the 30th day of April 19 74 made and executed by Will D. Newsome and wife,
Lillie G. Newsome of Memphis, Tennessee to Barry Bridgforth Realty, Inc.
the above named beneficiary, and recorded in the office of the Chancery Clerk of DeSoto County
County, in the State of Mississippi in Realestate Trust Deed Record No. 174 on page 542
of the Record of Trust Deeds, on the 1st day of May A. D. 19 74 is now fully paid
and satisfied; and I do hereby authorize the Clerk of the Chancery Court of said DeSoto
County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of
said County also as provided by law.

BARRY BRIDGFORTH REALTY, INC.

BY: Barry Bridgforth
Barry Bridgforth, President

STATE OF MISSISSIPPI, } ss.
DeSoto County.

Personally came and appeared before me, the undersigned authority a Notary public
Barry W. Bridgforth, President, of
in and for County and State aforesaid, Barry Bridgforth Realty, Inc. who acknowledged that he signed and
delivered the above and foregoing instrument on the day and date for the purpose therein mentioned after being duly
authorized so to do on behalf of said corporation.

Given under my hand and seal of office this 8th day of March A. D. 19 76

MY COMMISSION EXPIRES:

8-11-76

Layne G. Daniels

Notary Public

Dixie Litho-Southaven 87844

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 2 o'clock
45 minutes P. M. 9 day of March 1976, and that the same has
been recorded in Book 197 Page 158 records of REAL ESTATE Trust Deed
of said County.

Witness my hand and seal this the 10 day of March 1976.

Fees \$ 2.50 pd.

SEAL H. P. Ferguson CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK
212 PAGE 450
THIS 14 DAY OF June 1977
H. D. Ferguson
CHANCERY CLERK

159

Form No. F-811

Deed of Trust

This Indenture Made this the 2nd day of Dec 1975, by and
between Henry A. Rogers and wife, Elaine T. Rogers
of the first part J.R.Wilson and W.W.Clayborne of the second part,
as Trustee, and

Union Planters National Bank of Memphis, party
of the third part:

WITNESSETH, That the party of the first part, in consideration of the debt and trust hereinafter mentioned, and the sum of One Dollar, paid by the party of the second part, the receipt whereof is hereby acknowledged, does by these presents, CONVEY AND WARRANT unto the said party of the second part, and successors in trust, the following described real estate situated in the county of DeSoto and STATE OF MISSISSIPPI, to-wit:

Lying and Being Situated in Desoto County, Mississippi, described as follows:

Lot 14, Woodland Lake Subdivision in Maywood, in Section 28, Township 1, Range 6 West, Desoto County, Mississippi, as shown in Plat Book 1 at Page 10B in the Chancery Clerk's Office in said County and State.

TO HAVE AND TO HOLD the same, together with all the rights, privileges and appurtenances thereunto belonging, including all rights of homestead, unto the party of the second part, and unto successors and assigns forever.

IN TRUST, however, to secure the payment of a debt evidenced by certain promissory notes executed concurrently with this deed of trust in the principal sum of Eleven Thousand Three Hundred Ninety-Eight and 80/100 dollars

One promissory installment note of even date herewith executed by Henry A. Rogers and wife, Elaine T. Rogers, payable to the order of Union Planters National Bank at its place of business in Memphis, Tennessee, in the sum of \$11,398.80 in sixty installments being in the sum of \$189.98 each on the 16th day of each month, beginning Jan 16, 1976, until the whole sum is paid with interest after maturity at thirteen percent per annum, and any and all other amounts the said first party herein owes or shall hereafter during the tenure of this Trust Deed owe the Union Planters National Bank.

~~the rate of~~ ~~per cent~~ ~~and~~ ~~all~~ ~~years~~ ~~not~~ ~~due~~ ~~for~~ ~~more~~ ~~than~~ ~~the~~ ~~rate~~ ~~payable~~ ~~annually~~

The party of the first part hereby COVENANTS and AGREES with the parties of the second and third part as follows:

TAXES—To pay all taxes, assessments and charges of every character which are now due or which may hereafter become liens on said real estate, also all taxes assessed in Mississippi against said second or third parties, or their assigns on the note, this deed of trust, or debt secured hereby, and to deliver to the third party receipts showing payment thereof, and, if not paid, the third party may pay such taxes, liens or assessments, and this deed of trust shall stand as security for the amount so paid, with interest, and the sum or sums so paid shall be immediately due and payable, and may be recovered from the party of the first part, with interest at the rate of eight per cent per annum. If such payment by the party of the first part cannot be legally made, the party of the third part or assigns may, at its option and without notice, declare the whole of the debt hereby secured due and payable.

INSURANCE—To keep the buildings on said premises insured in some responsible company, approved by the party of the third part, for the insurable value thereof, with the regulation mortgagee's subrogation clause attached, making said insurance payable, in case of loss, to the party of the third part, as his interest may appear, and deliver the policy and renewal receipts therefor to said third party. In case of failure to keep said buildings so insured, the holder of this deed of trust may effect such insurance, and the amount so paid shall be collectible from the party of the first part, with interest at eight per cent per annum, and this deed of trust shall stand as security therefor.

EXCESS CHARGES—That the said party of the third part shall not be liable for the payment of any charges or interest provided for in this deed of trust that may be found could not lawfully be made under the laws of the State of Mississippi, it being fully agreed and understood that it is the intention of the party of the third part that this deed of trust shall in all re-

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.

Henry A. Rogers (SEAL)
Henry A. Rogers (SEAL)
Elaine T. Rogers (SEAL)
Elaine T. Rogers (SEAL)

STATE OF TENNESSEE
COUNTY OF SHELBY

On the 2nd day of December, 1975, personally appeared before me, the undersigned Sandra Lee Maxwell, a Notary Public in and for the State and County aforesaid, the within named Henry A. Rogers and wife, Elaine T. Rogers, 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 5th day of March, 1976.

My commission expires:

Sandra Lee Maxwell
Notary Public

MY COMMISSION EXPIRES AUGUST 7, 1978

STATE OF MISSISSIPPI, DE SOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock
minutes A. M. 10 day of March 1976, and that the same has
been recorded in Book 197 Page 159 records of REAL ESTATE Trust Deed
of said County.

Witness my hand and seal this the 10 day of March 1976.

Fees \$ 3.00 pd.

SEAL H. P. Johnson CLERK

Administrative stamp area with fields for 'COUNTY', 'FILED', 'DATE', 'CLOCK', 'PAGE', 'BOOK', and 'CLERK'. Includes a grid of boxes for recording details.

CANCELLED BY AUTHORITY RECORDED IN BOOK
239 PAGE 579
THIS 19 DAY OF March 1979
H. G. Ferguson
CHANCERY CLERK

Deed of Trust

To

THIS DEED OF TRUST, Made and entered into this the 5th day of March 1976
by and between Markan Building Company, Inc.

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

WITNESSETH: THAT WHEREAS the Grantors are justly indebted to the Beneficiary in the full sum of
One Hundred Fifty Thousand and No/100 - - - - - DOLLARS
(\$ 150,000.00), evidenced by promissory note of even date herewith payable to the Beneficiary as follows,
to-wit:

Said note being payable on demand and being payable to National Mortgage Company
and being executed by Markan Building Company, Inc. and being given for value
received.

Privilege is given and reserved so that the party of the first part, their
successors and assigns may at anytime obtain a release from lien of this instru-
ment upon payment to the holder of the above described note the amount of
\$30,000.00 as payment of each lot, plus accrued interest. Such release to be
made at the expense of the party of the first part.

said note bearing interest from date at the rate of Eight 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 1152, 1154, 1161, 1162 and 1164, 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 Chancery Clerk's Office of DeSoto County, Mississippi.

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

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

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

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

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

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

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

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

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

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

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

MARKAN BUILDING COMPANY, INC.

Morton H. Novick
MORTON H. NOVICK
PRESIDENT

Mae G. Novick
MAE G. NOVICK
SECRETARY

164

NOTARY PUBLIC STATE OF MISSISSIPPI
My Commission Expires September 1, 1978
Notary Public
My Commission Expires

STATE OF MISSISSIPPI

COUNTY OF _____

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

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

Notary Public

My Commission Expires _____

~~STATE OF MISSISSIPPI~~
TENNESSEE

COUNTY OF SHELBY

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

Morton H. Novick and Mae G. Novick

who severally acknowledged that they are President and Secretary respectively of _____

MarKan Building Company, 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 5th day of March

My Commission Expires September 1, 1978

Notary Public

My Commission expires _____



Trust

COMPANY, INC.,

COMPANY

Chancery Court

Trust was filed for

clock 10 M., on

March 1976

day of _____

on page _____

in my office.

if office this _____

19 _____

Chancery Clerk

D. C.

D. INC.

8632

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 45 minutes A. M. 10 day of March 1976, and that the same has been recorded in Book 197 Page 161 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 10 day of March 1976.

Fees \$ 5.60 pd.

SEAL H. H. Sigler CLERK

H. S. Ferguson

CHANCERY CLERK

DEED OF TRUST

ANNIE LOU PAYNE BLACK AND R. T. BLACK TO THE PEOPLES BANK, COLLIERVILLE, TN

In consideration of \$10.00 in hand paid we convey and warrant to James E. Woods trustee, the following described property in DeSoto County, State of Mississippi, to-wit:

Two acres in the shape of a square, being located within the 73 acre tract described in Partition Deed recorded in Book 45, Page 339 in records of Chancery Clerk's Office, DeSoto County, Mississippi, situated in the East Half of Section 33, Township 1, Range 5 West and with said two acres being more particularly described as follows, to-wit: BEGINNING at a point that is 850 feet South of the Northwest Corner of the East Half of said Section, Township and Range; thence South a distance of 295 feet to a point; thence East a distance of 295 feet to a point; thence North a distance of 295 feet to a point; thence West a distance of 295 feet to the point of beginning.

In trust for the following purposes:

I. (A) To secure the payment of the following note or notes in favor

The Peoples Bank of Collierville, Tennessee

dated even herewith and due as follows:

\$ 3,225.60 Three Thousand Two Hundred Twenty-five and 60/100 Dollars due in 36 consecutive monthly installments of \$89.60 each, first payment due April 1, 1976

Bearing interest at the rate of 9% per cent. per annum from Maturity together with attorney's fees as therein provided.

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

(C) Also any amount paid out or contracted to be paid by the said bank or holder of said indebtedness to protect the property herein described or the title thereto, including insurance, taxes, assessments, and any other items 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 fire and theft, payable in the event of loss to the owner or owners of said indebtedness as their interest may appear.

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

IV. If said grantor or grantors should at any time believe any of the property herein conveyed endangered as security by remaining in grantor's possession; or if the grantors, or either of them, should be adjudged a bankrupt under either the Federal Bankruptcy Laws, or the State Insolvency Laws, then the owner or owners of said indebtedness, or any part thereof, shall have the right to declare the entire indebtedness of every kind secured by this deed of trust due and payable and said Trustee shall take possession of said property and sell the same, or a sufficiency thereof to pay said indebtedness, at public outcry for cash to the highest bidder, such sale to be advertised and made in the manner sales of like property are required by law to be advertised and made under execution, but the Trustee shall have the right to fix a day of sale other than day fixed by law for execution sales; and in case said property is situated in more than one county, the sale may be made in either county at his discretion, but shall be advertised in all counties where situated; and in case of personal property the cumbersome to move, then such sale may be made without the presence of such property, or on the premises where the same may be situated, at the discretion of the Trustee. Out of the proceeds of the sale the Trustee shall pay all the indebtedness of every kind secured by this deed of trust, including a reasonable Trustee's fee and the expenses of executing this trust.

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

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

Witness OUR signature this the 1st day of March 1976

Annie Lou Payne Black R. T. Black

STATE OF MISSISSIPPI Tennessee } ss. County of Shelby

Personally appeared before me Pierce A. Thomas, a Notary Public in and for said County and State, the above named Annie Lou Payne Black and R. T. Black who acknowledged that they signed and delivered the foregoing Trust Deed on the date named.

Given under my hand and seal of office this 1st day of March 1976 Pierce A. Thomas Notary Public

My commission expires July 31, 1976

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 March 1976, and that the same has been recorded in Book 197 Page 165 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 10 day of March 1976

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

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Prudential Loan No. 967 725
Mississippi

Power of Attorney to Cancel Record a Certain Trust Deed

Know all men by these presents, that THE PRUDENTIAL INSURANCE COMPANY OF AMERICA does by this instrument appoint and delegate the Clerk of the Chancery Court for DeSoto County, Mississippi, as its attorney in fact and does authorize and empower said Clerk of the Chancery Court as such attorney to cancel and mark satisfied of record a certain trust deed dated April 9th, 1951, given by Henry I. Weeks and wife, Katherine P. Weeks to W. D. Mc Arthur, Trustee for THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, being of record in the records of trust deeds of the said County of De Soto, and State of Mississippi, in trust deed book 43, page 659.

In Witness Whereof, said THE PRUDENTIAL INSURANCE COMPANY OF AMERICA has caused these presents to be executed by its Vice President and its Assistant Secretary, and the corporate seal of said Company to be hereunto affixed this 1st day of March, 19 76

THE PRUDENTIAL INSURANCE COMPANY OF AMERICA,



By [Signature]
H. W. VOSSLER, JR. Vice President.

Attest:
[Signature]
A. C. Brannigan Assistant Secretary.

STATE OF CALIFORNIA }
COUNTY OF LOS ANGELES } ss.:

On this 1st day of March, 19 76,

personally appeared before me, the undersigned authority for the State and County aforesaid, H. W. VOSSLER, JR. and A. C. Brannigan, who acknowledged that they are the Vice President and Assistant Secretary, respectively, of THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, that the seal affixed to the foregoing power of attorney is the corporate seal of said corporation, and that they signed, sealed and delivered the above foregoing power of attorney in behalf of said corporation by authority of its Board of Directors, and said H. W. VOSSLER, JR. and A. C. Brannigan acknowledged this instrument to be the free act and deed of said corporation.

Witness my signature and seal of office hereto attached this 1st day of March, 19 76.



[Signature]
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 1 o'clock 35 minutes P. M. 10 day of March 1976, and that the same has been recorded in Book 197 Page 166 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 10 day of March 1976.
Fees \$ 2.50 pd.
SEAL [Signature] CLERK

014 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 W. C. Rochester and Ouida W. Rochester
of Walls, Mississippi the beneficiary, does hereby certify that a certain trust deed
bearing date the 23 day of Jan. 19 73 made and executed by Robert M. Neyman,
et ux of W. C. Rochester and Ouida W. Rochester
the above named beneficiary, and recorded in the office of the Chancery Clerk of DESOTO
County, in the State of Mississippi in Real Estate Trust Deed Record No. 153 on page 328
of the Record of Trust Deeds, on the 23 day of Jan. A. D. 19 73 is now fully paid
and satisfied; and I do hereby authorize the Clerk of the Chancery Court of said DeSoto
County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of
said County also as provided by law. This the 4th day of MARCH 19 76.

W. C. Rochester
W. C. Rochester
Ouida W. Rochester
Ouida W. Rochester

STATE OF MISSISSIPPI, }
DeSoto County. ss.

Personally came and appeared before me, the undersigned authority Elnis M. Barber
in and for County and State aforesaid W. C. Rochester & Ouida W. Rochester who acknowledged that he signed and
delivered the above and foregoing instrument on the day and state for the purpose therein mentioned.

Given under my hand and seal of office this 4th day of March A. D. 19 76

My Commission Expires Jan. 7, 1978
Elnis M. Barber

LAWRENCE-GREENWOOD 27244

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 3 o'clock
NO minutes P. M. 9 day of Mar. 1976, and that the same has
been recorded in Book 197 Page 167 records of REAL ESTATE Trust Deed
of said County.

Witness my hand and seal this the 11 day of Mar 1976.

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

STATE OF MISSISSIPPI, DESOTO COUNTY PURCHASE MONEY DEED OF TRUST

For \$10.00 paid by John L. Kennedy, Trustee, the undersigned convey and warrant to said Trustee the following land in DeSoto County, Mississippi, to-wit:

Beginning at a point that is 800.0 feet North of and 15.8 feet West of the SouthEast corner of the West Half of the NorthWest Quarter of Section 33, T-3S, R-5W, Desoto County, Mississippi, From said point of beginning running thence, North 48 degrees 37 minutes West 1228.2 feet; thence South 50 degrees 52 minutes West 560.8 feet; thence South 64 degrees 05 minutes East 1505.6 feet; thence North 0 degrees 39 minutes East 200.0 feet; to the point of beginning, containing 10.925 acres and being located in the NorthWest Quarter of Section 33 T-3S, R-5W, Desoto County, Mississippi.

In Trust, to secure undersigned's promissory note of even date in the principal sum of \$ 9,900.00 bearing interest after date at 8% per year, the principal and interest being payable to Hardy Hurdle and Oliver M. Burch IV in 240 monthly installments of \$ 82.81 each, the first being due on the first day of May 1, 1976 and another on the first day of each month thereafter until all the debt is paid. This is a purchase money deed of trust.

The right to anticipate any part of the debt is reserved. We agree to pay all taxes and assessments on the land. If each installment of the debt is paid when due, and other covenants are met, this conveyance shall be void. If the debt is not paid when due, any legal holder may accelerate and declare all the debt due, and said Trustee may proceed to sell the property at public outcry to highest bidder for cash at any outside door of the county courthouse of said County, after first having advertised the time, terms and place of sale as provided by the laws of Mississippi now in effect for such cases. The Trustee may set the date of sale; proceeds of the sale shall be used to pay the cost of executing the trust and paying the secured debt, and the balance as the law directs. Any legal holder may substitute a Trustee.

Done this the 2nd day of March, 1976.

Raymond P. Poirier
RAYMOND P. POIRIER

Nelta W. Poirier
NELTA W. POIRIER

STATE OF Mississippi
COUNTY OF Marshall

Personally appeared before me, the undersigned authority in and for said County and State, Raymond W. Poirier and Nelta W. Poirier

whose signature appear to the foregoing instrument, who acknowledged that they signed and delivered said instrument on the day and year of its date for the purposes stated therein.

Witness my hand and seal of office, this the 2nd day of March, 1976.



Mary F. Warren
Notary Public
When recorded mail to Hurdle & Burch
Land Co., P.O. Box 269, Cottleville,
30017 807 Holly Springs, Miss.
38633

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock 05 minutes A. M. 11 day of Mar. 1976, and that the same has been recorded in Book 197 Page 168 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 11 day of Mar. 1976.

Fees \$ 2.50 pd.

H. P. J.

Assignment of this instrument Recorded in
Real Estate TID Book
No. 201 Page 221
This the 17 day of June 19 76
H. D. Ferguson Clerk

ASSIGNMENT OF AUTHORITY, RECORDED IN BOOK
583 PAGE 43
4 DAY OF May 19 72
W E Adams
by S Cleveland

169

VA Form 26-5402 (Direct Loan)
Revised March 1974
Section 1811, Title 38 U. S. C.

MISSISSIPPI

PURCHASE-MONEY
DEED OF TRUST

THIS DEED OF TRUST, made and entered into this 9th day of March, 1976
by and between JOHN D. HUMBER and his wife, DOROTHY Y. HUMBER

, hereinafter called the Grantor; J. M. BAILEY

, hereinafter called the Trustee, and the Administrator of Veterans' Affairs, an Officer of the United States of America, whose principal office and post office address is Veterans Administration, Washington, D. C., and his successors in such office, as such, hereinafter, with his successors and assigns, called the Beneficiary:

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

Lot 391, Section "B" Revised, Greenbrook Subdivision, in Section 19, Township 1 South, Range 7 West, as per plat thereof recorded in Plat Book 8 at Pages 51 and 52, in the office of the Chancery Clerk of Desoto County, Mississippi.

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. 217 Page 424
This the 25 day of Oct 19 72
H. D. Ferguson Clerk

Assignment of this instrument Recorded in
Real Estate TID Book
No. 217 Page 534
This the 25 day of Oct 19 72
H. D. Ferguson Clerk

NOTICE: This is a purchase money deed of trust. Any valid satisfaction, cancellation, partial release, or foreclosure hereof shall likewise apply to the vendor's lien retained by Beneficiary on said property.

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

IN TRUST, HOWEVER, to secure to the Beneficiary named above, the payment of a certain promissory note of even date herewith in the principal sum of THIRTY THOUSAND NINE HUNDRED Dollars (\$ 30,900.00), with interest from date at the rate of NINE per centum (9 %) per annum on the balance remaining from time to time unpaid; principal and interest being payable at the office of the Loan Guaranty Officer, Veterans Administration Center, Jackson, Mississippi, or at such other place as the holder may designate, in writing delivered or mailed to the Grantor, in monthly installments of TWO HUNDRED FORTY-EIGHT & 0/100 Dollars (\$248.64), commencing on the FIRST day of APRIL, 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 MARCH, 2006.

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

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

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

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

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

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

quired, the amount then remaining to credit of Grantor under (a) of paragraph 2 preceding, as a credit on the interest accrued and unpaid and the balance to the principal then remaining unpaid on the note secured hereby.

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

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

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

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

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

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

10. He will not execute or file of record any instrument which imposes a restriction upon the sale or occupancy of the property described herein on the basis of race, color or creed.

If Grantor fails to pay when due any sum secured hereby or fails to abide by or perform any of the covenants or agreements contained herein, be adjudicated bankrupt or made defendant in a bankruptcy or receivership proceeding; then, in any such event, Beneficiary may, at his option, declare all indebtedness secured hereby immediately due and payable.

If the Grantor shall well and truly keep and perform all the covenants and agreements in this Deed of Trust, and in the note hereby secured and well and truly pay off and discharge the said note and other indebtedness secured hereby, then this conveyance shall be null and void, but otherwise shall remain in full force and effect and at the request of the Beneficiary, the said Trustee, or any successor appointed in his stead, shall sell the premises covered hereby at public auction for cash to the highest and best bidder, during legal hours, at any front door of the county courthouse of DESOTO County, State of Mississippi, after giving notice, by advertising and posting as required by law, of the time, place, and terms of sale, and out of the proceeds arising from such sale, the said Trustee, or any successor, shall first pay all the costs and expenses of executing this Trust, including a reasonable compensation of said Trustee; next, said Trustee shall pay the balance of the indebtedness hereby secured then remaining unpaid; next, said Trustee shall reimburse the Veterans Administration for any sums paid by it on account of the guaranty or insurance of the indebtedness secured hereby; and lastly, any balance remaining in the hands of said Trustee shall be paid to the Grantor. The Beneficiary, acting by and through an official of the Veterans Administration appointed and qualified pursuant to Sections 212 and 1820, Title 38, U. S. Code, and Sections 36:4342 and 36:4520 of the Regulations issued thereunder, or any subsequent holder of the note is hereby authorized and empowered to appoint and substitute another Trustee in the place of the Trustee named herein, at any time, by writing, duly signed and acknowledged and recorded in the county or counties where the premises covered hereby are situate, and such appointee shall have full power as the Trustee herein, together with all the rights and privileges thereunto belonging. If the holder of the note is a corporation, its president or any vice president may select and appoint such substituted Trustee. No one exercise of this power of appointment, power of sale, or any other power or right given in this Deed of Trust shall exhaust the right to exercise such power, but all rights and powers herein given may be exercised as often as may be necessary to achieve the perfect security and the collection of the indebtedness secured by this Deed of Trust until said indebtedness is fully paid and discharged. At any sale made to enforce the Trust herein given, the Beneficiary, or any person in interest, may become a purchaser, and upon payment of the purchase price, the Trustee shall execute a deed of conveyance, which conveyance shall vest full and perfect title in such purchaser upon payment of the purchase price.

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

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

Title 38, United States Code and the Regulations issued thereunder shall govern the rights, duties and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Title or Regulations are hereby amended and supplemented to conform thereto.

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

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

John D. Humber
JOHN D. HUMBER
Dorothy Y. Humber
DOROTHY Y. HUMBER

STATE OF MISSISSIPPI,
COUNTY OF DESOTO) ss:

Personally appeared before me, the undersigned authority in and for said County, the within named JOHN D. HUMBER and DOROTHY Y. HUMBER, 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 9th day of March, 1976.

My Commission Expires March 13, 1977

Brita O. Bonnie Bailey



STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 8 o'clock 25 minutes A.M. 11 day of Mar. 1976, and that the same has been recorded in Book 197 Page 169 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 11 day of Mar. 1976.

Fees \$ 5.00 pd.

SEAL *H. P. Ferguson* CLERK

STA Cou I Cle do wa 19 Re on Fee 4 10

8:25 A.M.
Desoto County, Mississippi
conveyance
filed on the
11th day of
March, 1976
Notary Public
Brita O. Bonnie Bailey
916

CANCELLED BY AUTHORITY RECORDED IN BOOK

252 PAGE 539

THIS 21 DAY OF Nov 1979

H. D. Ferguson
CHANCERY CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK

219 PAGE 522

THIS 20 DAY OF Dec 1977

H. D. Ferguson
CHANCERY CLERK

Mississippi Bankers Association
Form No. 1
(Revised Dec. 1956)
L A N D

DEED OF TRUST LAND

THIS INDENTURE, this day made and entered into between

Jesse S. and Amelia Hudson

of the first part, hereinafter designated as the Grantor,

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

Bank of Mississippi of the third part, hereinafter designated as the Beneficiary.

WITNESSETH: That whereas the Grantor is justly indebted to the beneficiary in the full sum of Fifty Thousand Twenty and 00/100----- DOLLARS (\$ 50,020.00) evidenced by promissory note of even date herewith in favor of the beneficiary, bearing interest at the rate of 10 per centum per annum after date , providing for the payment of attorney's fees in case of default and being due and payable as follows, to-wit:

Due and payable one year from date.

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

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

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

Parcel one: 25.6 acres, more or less, lying and being situated in the south half of the northeast quarter of Section 4, Township 2, Range 5 West, DeSoto County, Mississippi, more fully described as beginning at a point in the west line of Section 4, Township 2, Range 5 West, DeSoto County, Mississippi, said point being 407.6 feet north of southwest corner of the northwest quarter of said Section; thence north 5 degrees 30 minutes west along the west line of said Section 561.4 feet to a point; thence north 84 degrees 30 minutes east 330.0 feet to an iron pin; thence south 5 degrees 30 minutes east 189.0 feet to an iron pin; thence north 84 degrees 30 minutes east 2497.0 feet to an iron pin; thence south 5 degrees 30 minutes east 372.4 feet to an iron pin; thence south 84 degrees 30 minutes west 2827.0 feet to the point of beginning and containing 25.6 acres, more or less.

Parcel Two: Part of the South Half of the Northwest Quarter of Section 4, Township 2, Range 5 West described as beginning at the Southeast corner of the Northwest Quarter of Section 4, Township 2, Range 5 West; thence South 84 degrees West 2638.0 feet to the Southwest corner of said quarter section, thence North 5 degrees 30' West along West line of said quarter section 407.6 feet to a point; thence north 84 degrees 30' east 2827.0 feet to an iron pin; thence South 5 degrees 30' East 77.6 feet to an iron pin; thence South 84 degrees 30' West 189.0 feet to an iron pin; thence South 5 degrees 30' East 330.0 feet to the point of beginning, and containing 25.0 acres, more or less. All bearings are magnetic. Being the same land conveyed by Lawrence W. Curbo, et ux, to Johnny R. Herndon, et ux, by Warranty Deed dated September 29, 1962, recorded in Book 53, Page 510 of the deed records of DeSoto County, Mississippi.

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

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary herein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment of interest as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other covenant herein contained, then and in that event the entire principal sum secured hereby with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, or the owner or holder of said note or notes, be and become at once due and payable, and the trustee herein named, or his successor or successors, shall, at the request of the beneficiary, or at the request of any owner or holder of the note or notes secured hereby, sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid. Such sale shall be made by giving notice of the time, place and terms of sale as required by Section 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 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 the said sale if it has been sold; and any and all sums paid in procuring said insurance or in paying said taxes or assessments or in redeeming said property from tax sale, together with interest thereon at the rate herein stipulated from the date the same shall have been paid, shall be covered by this conveyance and shall be due and demandable on the date of the maturity of the interest installment which may become due under the terms of this instrument next after such additional items of expense are made or incurred. In case the beneficiary or the owner or holder of said secured notes elects to advance insurance premium and/or taxes, the receipt of an agent of the insurance company or companies in which said insurance is placed shall, with respect to such insurance premiums, be conclusive evidence as between the parties to this conveyance of the amount and fact of payment thereof; and the receipt of the proper public official, shall with respect to the taxes and assessments, aforesaid, be conclusive as between the parties to this conveyance of the amount and validity of said taxes or assessments and of the fact of the payment thereof.

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

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

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

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

IN TESTIMONY WHEREOF, witness the signature of the grantor this the 5th day of March 1976

Jesse S. Hudson
Jesse S. Hudson
Amelia Hudson
Amelia Hudson

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

Jesse Hudson and Amelia Hudson

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 5th day of March 1976

My Commission Expires: *Nov 29, 1979*

Linda C Perry
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock
0 minutes A. M. 11 day of Mar. 1976, and that the same has
been recorded in Book 197 Page 173 records of REAL ESTATE Trust Deed
of said County.

Witness my hand and seal this the 11 day of Mar. 1976.

Fees \$ 5.00 pd.

SEAL *H. P. Ferguson* CLERK

CANCELLED BY AUTHORITY RECORDED IN BOU:
THIS 248 12 6 05 19 79
DATE OF CANCELLATION

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 THOMAS M. SMITH and wife, JANICE N. SMITH

of the first part, hereinafter designated as the Grantor,

ROBERT Q. WHITWELL Trustee, of the second part, hereinafter designated as Trustee, and
MEMPHIS KIMBERLY-CLARK EMPLOYEES CREDIT UNION *and M.S.*

of the third part, hereinafter designated as the Beneficiary.

WITNESSETH: That whereas the Grantor is justly indebted to the beneficiary in the full sum of Three Thousand Five Hundred and No/100----- DOLLARS (\$3,500.00) evidenced by one promissory note of even date herewith in favor of the beneficiary, bearing interest at the rate of 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:

The total amount will be paid in 60 monthly installments of \$74.36 each beginning with the first payment on March 25, 1976.

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

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

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

Lot 225, Section A, DeSoto Village Subdivision, Section 34, Township 1 South, Range 8 West, as per Plat recorded in Chancery Clerk's Office, DeSoto County, Mississippi, in Plat Book 7, Pages 9 thru 14.

(continued)

More particularly described as follows:
 Beginning at a point in the northwesterly line of Ridgewood Road at the easternmost corner of Lot 226 of said subdivision 436 feet northeastwardly from the northeasterly curb line of Meadowbrook Drive, produced; thence northeastwardly along the northwesterly line of Ridgewood Road 65 feet to a point at the southern most corner of Lot 224 of said subdivision; thence northwestwardly 130 feet to a point at the westernmost corner of said Lot 224; thence southwestwardly 65 feet to a point at the northern-most corner of said Lot 226; thence southeastwardly 130 feet to the point of beginning.

This Deed of Trust is secondary, junior, and inferior to that certain Deed of Trust entered into by the Grantors herein to Delta Title Company, Trustee for National Mortgage Company on December 29, 1971, filed for record January 5, 1972 at 3:00 p.m. and recorded in Trust Deed Book 137, Page 72, in the office of the Chancery Clerk of DeSoto County, Mississippi.

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

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

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

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

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

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

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

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

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

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

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

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

IN TESTIMONY WHEREOF, witness the signature of the grantor this the _____ day of March 1976

Thomas M. Smith
 THOMAS M. SMITH
Janice N. Smith
 JANICE N. SMITH

STATE OF MISSISSIPPI,
 COUNTY OF DESOTO

This day personally appeared before me, the undersigned authority, in and for the State and County aforesaid, the within named, THOMAS M. SMITH and wife, JANICE N. SMITH who severally acknowledged that They

signed and delivered the above and foregoing deed of trust on the day and year therein mentioned.

Given under my hand and official seal, this the 10th day of March 1976

My Commission Expires April 26, 1978

Rose B. Letts
 Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 0 minutes A. M. 11 day of Mar. 1976, and that the same has been recorded in Book 1179 Page 176 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 11 day of Mar. 1976.

Fees \$ 5.00 pd.

SEAL *H. H. Ferguson* CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK

281 PAGE 77

THIS 19 DAY OF Feb 1982

H. H. [Signature]
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 D & P Investments Company, Inc

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 Three Thousand, One Hundred, Fifty, and 40/100-----DOLLARS (\$ 3,150.40) evidenced by promissory note of even date herewith in favor of the beneficiary, bearing interest at the rate of 10% per centum per annum after maturity, providing for the payment of attorney's fees in case of default and being due and payable as follows, to-wit:

Due and repayable in Twenty-two (22) monthly installments of \$143.20 each, with the next installment being due March 10, 1976, and one installment due on the 10th 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

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

Part of the Northwest Quarter of Section 3, Township 2, Range 6 West, DeSoto County, Mississippi, more particularly described as BEGINNING at a point 85 feet east of the northwest corner of Section 3, Township 2, Range 6 West, DeSoto County, Mississippi; thence from the point of beginning south 89 degrees 0 minutes east 142 feet; thence south 2 degrees 0 minutes west along Lonnie Anderson's west line a distance of 184.7 feet; thence south 73 degrees 0 minutes west 72 feet to the Highway right of way line; thence north 17 degrees 45 minutes west 218 feet to the point of beginning, containing 0.5 acres, more or less.

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

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

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

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

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

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

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

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

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

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

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

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

IN TESTIMONY WHEREOF, witness the signature of the grantor this the 27 day of February 1944

[Handwritten signature]
Secretary

D. & P. INVESTMENT COMPANY, INC.
BY: *[Handwritten signature]*
D. E. Hunt, President

STATE OF MISSISSIPPI,
COUNTY OF

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

who severally acknowledged that

signed and delivered the above and foregoing deed of trust on the day and year therein mentioned.

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

My Commission Expires: _____
Notary Public

STATE OF MISSISSIPPI
COUNTY OF

Personally appeared before me, the undersigned Notary Public in and for the jurisdiction aforesaid,

D. E. Hunt and Peggy W. Hunt, President and Secretary

respectively of the above named D. & P Investments Company, 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 therunto first duly authorized so to do.



Given under my hand and official seal of office, this the 27th day of February 1976

Daniel C. Pennington
Notary Public

My Commission Expires: 9-24-79

DEED OF TRUST

from _____ to _____ Trustee
March 11, 1976
at A. M.
Signed by _____ Clerk
Chancery Court
County of _____
Deed of Trust was filed for
record at _____ o'clock A. M., on
the 11th day of March, 1976
at _____ on page _____
in my office
and seal of office, this _____ day of _____, 1976
D. C.
AN BROTHERS
MISSISSIPPI

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock
0 minutes A. M. 11 day of Mar. 1976, and that the same has
been recorded in Book 197 Page 179 records of REAL ESTATE Trust Deed
of said County.
Witness my hand and seal this the 11 day of Mar. 1976.
Fees \$ 5.00 pd. SEAL H. P. Ferguson CLERK

w.f., 2+3
O.B., Miss.

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 Thomas E. Williams

of the first part, hereinafter designated as the Grantor,

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

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

WITNESSETH: That whereas the Grantor is justly indebted to the beneficiary in the full sum of Eighteen Thousand, and No/100-----DOLLARS (\$ 18,000.00) evidenced by promissory note of even date herewith in favor of the beneficiary, bearing interest at the rate of 8 1/2 per centum per annum after date , providing for the payment of attorney's fees in case of default and being due and payable as follows, to-wit:

Due and repayable on or before September 5, 1976.

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

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

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

1 acre in the Northeast Quarter of Section 2, Township 2 South, Range 6 West, DeSoto County, Mississippi Being more particularly described as beginning at a point 40 feet West and 17 feet North of the Southeast Corner of the Northeast Quarter of Section 2, Township 2 South, Range 6 West, DeSoto County, Mississippi; thence South 86° 15' West 216 feet to a point; thence North 3° 45' West 209 feet to a point; thence North 86° 15' East 216 feet to a point in the west line of Bethel Road; thence South 3° 45' East along the west line of Bethel Road 209 feet to the point of beginning and containing 1 acre.

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 5 day of March 1976

Thomas E. Williams
Thomas E. 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 Thomas E. Williams

who severally acknowledged that he

signed and delivered the above and foregoing deed of trust on the day and year therein mentioned.

Given under my hand and official seal, this the 5 day of March 19 76



My Commission Expires: 9-24-79

Delbert C. Pennington
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock
0 minutes A. M. 11 day of Mar. 1976, and that the same has
been recorded in Book 197 Page 183 records of REAL ESTATE Trust Deed
of said County.

Witness my hand and seal this the 11 day of Mar. 1976.
H. H. Johnson
CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK
370 JULY 14 1976
H. D. Hollowell
CHANCERY CLERK
DS.

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 Wayne D. Hollowell and wife Betty L. Hollowell

of the first part, hereinafter designated as the Grantor,

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

Bank of Mississippi of the third part, hereinafter designated as the Beneficiary.

WITNESSETH: That whereas the Grantor is justly indebted to the beneficiary in the full sum of Ten Thousand, Eight Hundred Thirty-six and No/100-----DOLLARS (\$ 10,836.00) evidenced by promissory note of even date herewith in favor of the beneficiary, bearing interest at the rate of per centum per annum after , providing for the payment of attorney's fees in case of default and being due and payable as follows, to-wit:

Due and repayable in 60 payments at \$180.60 each with the first payment beginning on April 15, 1976 and one payment due on the same day of each month thereafter until said indebtedness is paid in full.

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

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

County of DeSoto

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

Lot 18, Hoover Subdivision in the Town of Olive Branch, Mississippi in Section 28, Township 1 South, Range 6 West as shown by plat of record in Plat Book 2, page 34, in the office of the Chancery Clerk of DeSoto County, Mississippi.

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 rearing the damaged building, or buildings, or it may be released to the grantor, as the beneficiary may elect. In the event of loss the grantor shall immediately give notice by mail to the beneficiary who may make proof of loss if same be not promptly made by the grantor. Each insurance company involved is hereby authorized, empowered and directed to make payment for any loss directly to the beneficiary instead of to the grantor and the beneficiary jointly.

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

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

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

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

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

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

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

IN TESTIMONY WHEREOF, witness the signature of the grantor this the 5th day of March 1976

Wayne D. Hollowell
Wayne D. Hollowell
Betty L. Hollowell
Betty L. Hollowell

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 *Wayne D. & Betty L. Hollowell*

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 5th day of *March* 1976

My Commission Expires: *Nov. 29, 1979*

Louise C. Perry

Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock
0 minutes A.M. 11 day of Mar. 1976, and that the same has
been recorded in Book 197 Page 186 records of REAL ESTATE Trust Deed
of said County.

Witness my hand and seal this the 11 day of Mar. 1976.

SEAL

H. H. Ferguson
CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK

208 PAGE 805

THIS 1 DAY OF March 1937

H. B. Ferguson
CHANCERY CLERK

Mississippi Bankers Association
Form No. 1
(Revised Dec. 1934)
L A N D

DEED OF TRUST LAND

THIS INDENTURE, this day made and entered into between Frank L. Gullette
and wife, Eugenia A. Gullette

of the first part, hereinafter designated as the Grantor, and John G. Zizmann

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

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

WITNESSETH: That whereas the Grantor is justly indebted to the beneficiary in the full sum of
ONE THOUSAND DOLLARS
(\$ 1,000.00) evidenced by a promissory note of even date herewith in favor of
the beneficiary, bearing interest at the rate of Ten per centum per annum after
maturity, providing for the payment of attorney's fees in case of default and being due
and payable as follows, to-wit: This Deed of Trust is made with an initial
advance of One Thousand Dollars, with additional advances of up to
Thirty Four Thousand Dollars being authorized.

This Deed of Trust, and promissory note of even date herewith,
secures the total amount lent by Beneficiary, up to a total of Thirty
Five Thousand Dollars (\$35,000.00), and is repayable in One Hundred and
Eighty days (180) from date of this instrument.

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

NOW, THEREFORE, in consideration of the premises, and the further consideration of Ten 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#1, Pleasant Hill
Estates Subdivision, Section A, located in Section 23, Township 2, Range 7,
DeSoto County, Mississippi, and shown on record in Plat Book 3, Page 12,
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 the 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 herein required, the beneficiary, or the owner or holder of the said secured notes, may procure said insurance and pay said taxes and assessments, or redeem the property from tax sale if it has been sold; and any and all sums paid in procuring said insurance or in paying said taxes or assessments or in redeeming said property from tax sale, together with interest thereon at the rate herein stipulated from the date the same shall have been paid, shall be covered by this conveyance and shall be due and demandable on the date of the maturity of the interest installment which may become due under the terms of this instrument next after such additional items of expense are made or incurred. In case the beneficiary or the owner or holder of said secured notes elects to advance insurance premium and/or taxes, the receipt of an agent of the insurance company or companies in which said insurance is placed shall, with respect to such insurance premiums, be conclusive evidence as between the parties to this conveyance of the amount and fact of payment thereof; and the receipt of the proper public official, shall with respect to the taxes and assessments, aforesaid, be conclusive as between the parties to this conveyance of the amount and validity of said taxes or assessments and of the fact of the payment thereof.

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

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

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

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

IN TESTIMONY WHEREOF, witness the signature of the grantor this the 11th day of March 1976

x *Frank L. Gullette*
 x *Eugenia A. Gullette*

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 Frank L. Gullette, and wife Eugenia A. Gullette 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 March 1976

My Commission Expires:

Frank L. Gullette
Eugenia A. Gullette
 Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY
 I certify that the within instrument was filed for record at 11 o'clock 15 minutes A.M. 11 day of Mar. 1976, and that the same has been recorded in Book 197 Page 189 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 11 day of Mar. 1976.

5.00

H. G. Ferguson

O/P JBT


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 19 day of October 1972 made and executed by William W. Ballard
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 288
of the Record of Trust Deeds, on the 20 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 10th day of March, 1976.

THE HERNANDO BANK


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

STATE OF MISSISSIPPI, } ss.
DeSoto County.

Personally came and appeared before me, the undersigned authority Eloia M. Barbee, Notary Public
in and for County and State aforesaid, A. S. Ballard, Jr., President who acknowledged that he signed and
delivered the above and foregoing instrument on the day and date for the purpose therein mentioned, as the act and deed
of said The Hernando Bank, after first being duly authorized and empowered to so do.
Given under my hand and seal of office this 10th day of March, A. D. 1976

My Commission Expires Jan. 7, 1978


Eloia M. Barbee

LAWRENCE-GREENWOOD 87244

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock
0 minutes A. M. 11 day of Mar., 1976, and that the same has
been recorded in Book 197 Page 192 records of REAL ESTATE Trust Deed
of said County.

Witness my hand and seal this the 11 day of Mar., 1976.

Fees \$ 2.50 pd.

SEAL  CLERK

19/73 PA

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 10 day of August, 19 73, made and executed by James E. Morehead and
Wife Mary E. Morehead 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. 164 on page 295
of the Record of Trust Deeds, on the 20 day of August, A. D. 19 73, is now fully paid
and satisfied; and I do hereby authorize the Clerk of the Chancery Court of said DeSoto
County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of
said County also as provided by law. This the 10th day of March, 19 76.

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 10th day of March, A. D. 19 76.



[Signature]

LAWRENCE-GATEWOOD 27844

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock
No minutes A. M. 11 day of Mar. 1976, and that the same has
been recorded in Book 197 Page 193 records of REAL ESTATE Trust Deed
of said County.

Witness my hand and seal this the 11 day of Mar. 1976.
Fees \$ 2.50 pd.

SEAL *[Signature]* CLERK

OJP RA

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 12 day of October 19 73, made and executed by William O. Johnson, and
sife, Mary K. Johnson of _____, to The Hernando Bank
the above named beneficiary, and recorded in the office of the Chancery Clerk of DeSoto
County, in the State of Mississippi in Real Estate Trust Deed Record No 166 on page 632
of the Record of Trust Deeds, on the 15 day of October, A. D. 19 73, is now fully paid
and satisfied; and I do hereby authorize the Clerk of the Chancery Court of said Desoto
County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of
said County also as provided by law. This the 10th day of March, 19 76.

THE HERNANDO BANK

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

STATE OF MISSISSIPPI, }
DeSoto County, } ss.

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

Given under my hand and seal of office this 10th day of March, A. D. 19 76
Elois M. Barbee



LAWRENCE-GARDNER CO. 27844

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock
0 minutes A. M. 11 day of Mar. 1976, and that the same has
been recorded in Book 197 Page 194 records of REAL ESTATE Trust Deed
of said County.
Witness my hand and seal this the 11 day of Mar. 1976.
Fees \$ 2.50 pd.
SEAL H. P. Ferguson CLERK

PARTIAL RELEASE

Know all men by these presents that for and in consideration of the part payment of the indebtedness described in and secured by that certain Deed of Trust dated January 12, 1976, executed by Bridgforth Land & Investment, Inc. to The Hernando Bank as Beneficiary, ~~Trustee(s)~~ which Deed of Trust is recorded in Book 195, Page 239, in the office of the Chancery Clerk of DeSoto County, Mississippi, the undersigned Hernando Bank, as Beneficiary named in said Deed of Trust, have bargained and sold and by these presents do bargain, sell, convey, remise, release and quitclaim unto the said Bridgforth Land & Investment, Inc., the following described property located in DeSoto County, Mississippi, to-wit:

Lot 14, Section A, Cedar View Estates Subdivision, Section 15, Township 2, Range 6 West, DeSoto County, Mississippi, as shown by plat thereof appearing of record in Plat Book 11, Pages 49, 50, 51 and 52, in the office of the Chancery Clerk of DeSoto County, Mississippi.

To have and to hold the aforesaid real property unto the said Bridgforth Land & Investment, Inc. and to its successors, heirs and assigns in fee simple forever, free and discharged from the lien of said Deed of Trust and the indebtedness secured thereby.

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

WITNESS our signatures this the 8th day of March, 19 76.

ATTEST: _____ THE HERNANDO BANK
By: [Signature]

STATE OF MISSISSIPPI
COUNTY OF DESOTO

Personally appeared before me, the undersigned authority of law in and for the jurisdiction aforesaid, the within named A. S. Ballard, Jr. and [Signature] who acknowledged that as President respectively, for and on behalf of and by authority of THE HERNANDO BANK, they signed the above and foregoing instrument and affixed the corporate seal of said corporation thereto and delivered said instrument on the day and year therein mentioned.

GIVEN UNDER MY HAND and seal of office this the 8th day of March, 19 76.

[Signature]
NOTARY PUBLIC

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

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 0 minutes A.M. 11 day of Mar. 1976, and that the same has been recorded in Book 197 Page 195 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 11 day of Mar. 1976.

Fees \$ 2.50 pd.

[Signature] CLERK

5/2 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 15 day of April 1970 made and executed by William W. Ballard,
a single man 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 117 on page 3
of the Record of Trust Deeds, on the 15 day of April, A. D. 1970 is now fully paid
and satisfied; and I do hereby authorize the Clerk of the Chancery Court of said deSoto
County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of
said County also as provided by law. This the 10th day of March, 1976.

THE HERNANDO BANK

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

STATE OF MISSISSIPPI, }
DeSoto County, } ss.

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

Given under my hand and seal of office this 10th day of March, A. D. 1976

My Commission Expires Jan 7, 1978



LAWRENCE-GREENWOOD 57344

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock
0 minutes A. M. 11 day of Mar. 1976, and that the same has
been recorded in Book 197 Page 196 records of REAL ESTATE Trust Deed
of said County.

Witness my hand and seal this the 11 day of Mar. 1976.

Fees \$ 2.50 pd.

SEAL H. P. Ferguson CLERK

122064

50687

This instrument prepared by:

TRUST DEED RELEASE

Chancery Clerks DeSoto Mississ

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 Allied Investment

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
Billy J. Wright, et ux	3-29-63	Book 59 Page 269	Lot 687, Section C, Revised Southaven Subdivision

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 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 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 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 day of 19

THE WILLIAMSBURGH SAVINGS BANK
Paul W. Stedman, Sr. 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 New York
COUNTY OF Kings

Before me, a Notary Public in and for said State and County duly commissioned and qualified, personally appeared Paul W. Stedman with whom I am personally acquainted, and who upon oath, acknowledged himself to be the Sr. Vice President of the Williamsburgh Savings Bank 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 New York -Kings County, this 2nd day of March 1976

RUTH A. KING
Notary Public, State of New York
No. 3074812057
Qualified in Nassau County
Commission Expires March 30, 1977
Notary Public

My commission expires day of 19

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

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 0 minutes A. M. 11 day of Mar. 1976, and that the same has been recorded in Book 197 Page 197 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 11 day of Mar, 1976.

Fees \$ 2.50 pd.

SEAL H. P. Ferguson CLERK

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST

Class C

STATE OF MISSISSIPPI,
DeSoto County.

KNOW ALL MEN BY THESE PRESENTS: That Peoples Bank & Trust,
Olive Branch, Miss 38654 the beneficiary, does hereby certify that a certain trust deed
 bearing date the 27 day of June 19 73, made and executed by Cecil Stegall & wife
Nancy E. Stegall of Hernando, Miss to Peoples Bank & Trust
 the above named beneficiary, and recorded in the office of the Chancery Clerk of DeSoto
 County, in the State of Mississippi in Real Estate Trust Deed Record No. 162 on page 169
 of the Record of Trust Deeds, on the 13 day of July, 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

James A. Payne

STATE OF MISSISSIPPI,
DeSoto County.

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

Given under my hand and seal of office this 10 day of March, A. D. 19 76

James A. Payne
 My Commission Expires Jan 18 1977



STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock
0 minutes A. M. 11 day of Mar. 1976, and that the same has
 been recorded in Book 197 Page 198 records of REAL ESTATE Trust Deed
 of said County.

Witness my hand and seal this the 11 day of Mar. 1976.
 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 B. A. "Ted" Hood Bonding Company
of Little Rock, Arkansas the beneficiary, does hereby certify that a certain trust deed
bearing date the 20th day of November 1974, made and executed by Annie Mae Henry
of DeSoto County, Mississippi, to B. A. "Ted" Hood Bonding Company
the above named beneficiary, and recorded in the office of the Chancery Clerk of DeSoto County
County, in the State of Mississippi in Land Trust Deed Record No. 182 on page 13
of the Record of Trust Deeds, on the 9th day of December, 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.

B. A. "Ted" Hood, D/B/A B. A. "Ted" Hood Bonding Company

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, B. A. "Ted" Hood, D/B/A B. A. "Ted" Hood Bonding 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 6th day of March, A. D. 1976

Orville L. Angley
Notary Public
My Commission Expires: 6-11-79

LA-11663-GREENWOOD 87944

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock
0 minutes A. M. 11 day of Mar. 1976, and that the same has
been recorded in Book 197 Page 199 records of REAL ESTATE Trust Deed
of said County.

Witness my hand and seal this the 11 day of Mar. 1976.

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

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

CORRECTION
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 Donnie J. Wood and wife, Deborah/, to Delta Title
Company, Trustee, for the benefit of National Mortgage
Company, a Tennessee Corporation, dated December 18th, 19 75,
securing a note in the sum of \$ 31,500.00, recorded in Book 194,
Page 561, 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
February, 19 76.

IN WITNESS THEREOF the undersigned has executed this assignment
through its Senior Vice President and Assistant Secretary, and has
caused its corporate seal to be thereunto affixed on this the 8th
day of January, 19 76.

NATIONAL MORTGAGE COMPANY

Sidney M. Katz
Sidney M. Katz
Senior Vice President

ATTEST:

S. J. Weissmann
S. J. Weissmann
Assistant Secretary

**This Assignment is being re-recorded
to correct the Book and Page the Deed
of Trust was recorded in.

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 8th day of
January, 19 76.

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
0 minutes A. M. 11 day of Mar. 1976, and that the same has
been recorded in Book 197 Page 200 records of REAL ESTATE Trust Deed
of said County.

Witness my hand and seal this the 11 day of Mar. 1976.

Fees \$ 2.50 pd.

SEAL H. P. Ferguson 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

Richard P. Williams and Richard C. Williams

of the first part, hereinafter designated as the Grantor,

William W. Ballard

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

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

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

One Thousand Seventy One and 36/100 _____ DOLLARS

(\$ 1,071.36) evidenced by One promissory note of even date herewith in favor of

the beneficiary, bearing interest at the rate of 10 per centum per annum after

Maturity , providing for the payment of attorney's fees in case of default and being due

and payable as follows, to-wit: Due and payable in 12 equal monthly installments of \$89.28, the first of said installments being due and payable on or before the 12th day of April, 1976 with one installment being due and payable on or before the 12th day of each succeeding, consecutive month thereafter until whole of said indebtedness is paid in full.

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

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

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

Lots 343 and 344, Section B, Lake of the Hills Subdivision as per plat thereof recorded in Plat Book 2, Pages 35 and 36 in the office of the Chancery Clerk of DeSoto County, Mississippi, to which recorded plat reference is made for a more particular description. Said lots being situated in Section 19, Township 3, Range 9.

This trust deed is issued in renewal and extension of a prior trust deed in favor of The Hernando Bank dated February 27, 1975 and recorded in real estate records of DeSoto County, Ms. in Book No. 183, Page No. 510 on March 3rd, 1975.

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 expenses of such receivership apply the balance thereof to the payment of any indebtedness secured hereby.

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

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

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

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

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

IN TESTIMONY WHEREOF, witness the signature of the grantor this the 2nd day of Mar. 19 76

Richard P. Williams
Richard P. Williams

Richard C. Williams
Richard C. Williams

STATE OF MISSISSIPPI,
COUNTY OF

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

Richard P. Williams and Richard C. 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 2nd day of March 19 76
My Commission Expires Jan. 7, 1978
Elin M. Barber
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock ~~the~~ minutes A. M. 9 day of March 1976, and that the same has been recorded in Book 197 Page 201 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 12 day of March 1976.

Fees \$ 5.00 pd.

SEAL *H. P. Ferguson* CLERK

H. D. Ferguson
County 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

R. E. COX,

of the first part, hereinafter designated as the Grantor,

Joel P. Walker, Trustee, of the second part, hereinafter designated as Trustee, and
Ruby Sanders Bruner Alday, individually; Ruby Sanders Bruner Alday,
Guardian for George Pyne Bruner, a minor; John Joseph Bruner and
Thomas Ray Bruner,
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 Hundred Forty-one Thousand Six Hundred and No/100 - - - - DOLLARS
(\$ 241,600.00) evidenced by one promissory note of even date herewith in favor of
the beneficiary, bearing interest at the rate of 6 1/2 per centum per annum after
March 11, 1981 providing for the payment of attorney's fees in case of default and being due

and payable as follows, to-wit:
The note is due and repayable in ten (10) equal annual installments
of Twenty-four Thousand One Hundred Sixty and No/100 Dollars
(24,160.00) each, the first principal installment due March 11, 1981
and one principal installment due annually thereafter until paid in
full, with the interest beginning March 11, 1981 to be due on
March 11, 1982 and annually thereafter on the unpaid principal
indebtedness. (No interest is due on the debt until interest begins
accruing on March 11, 1981 with the annual interest on the unpaid
balance to be first due on March 11, 1982 and annually thereafter
until the principal indebtedness is paid in full.)

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

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

State of Mississippi, and more particularly described as follows, to-wit:
368 acres of land in Sections 29 and 30, Township 1, Range 8 West,
more particularly described as follows:

TRACT 1: The East 40 acres of the South 62 acres of the Northeast Quar-
ter of Section 30, Township 1, Range 8 West more particularly described
as beginning at the Southeast corner of the Northeast Quarter of said
Section 30, and running thence north 1,063 feet to a stake; thence west
with an old fence row 1,638 feet to a stake; thence south 1,063 feet to
the south line of said quarter section; thence east 1,638 feet to the
point of beginning, and being all of the same property conveyed to
W. H. Bruner by Warranty Deed dated November 5, 1959 and recorded in
Book 47, page 302 of the Land Deeds of DeSoto County, Mississippi.

TRACT 2: The East Half of the Northwest Quarter of Section 30; the West
22 acres of the South 62 acres of the Northeast Quarter of Section 30;

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and 36 acres, more or less, in the Northwest Corner of the Northeast Quarter of said Section 30, said 36 acres being more particularly described as beginning at the northwest corner of said Northeast Quarter of Section 30 and running thence South 98 rods; running thence east 60 rods; running thence north 98 rods; running thence west 60 rods to the point of beginning, all in Township 1, Range 8 West, containing in the aggregate 138 acres, more or less, and being all of the same property conveyed to W. H. Bruner by Warranty Deed dated November 5, 1959 and recorded in Book 47, page 302 of the Land Deeds of DeSoto County, Miss.

TRACT 3: The East Half of the Southeast Quarter of Section 30, Township 1, Range 8 West, containing 80 acres, more or less, and the West part of the Southwest Quarter (in the form of a parallelogram) of Section 29, Township 1, Range 8 West, containing 110 acres, more or less, and being all of the same property conveyed to William H. Bruner by Quitclaim Deed dated July 30, 1963 and recorded in Book 55, page 602 of the Land Deeds of DeSoto County, Mississippi.

LESS AND EXCEPT, the East 133 acres of the above described 368 acre tract, extending from Goodman Road northwardly to the back (north) side of the property.

RELEASE CLAUSE: This Deed of Trust is given on condition that one acre be released from the above described land upon payment of each \$1,500.00 on the principal indebtedness on the following conditions:

1. All of the principal, interest and taxes affecting the property must be paid current at the time of release.
2. No release will be given for less than 5 acres.
3. Each release of land must be contiguous to the land previously released.
4. The person securing release must bear the entire cost of preparing and recording all such partial releases.
5. All land released must run the entire depth, north and south, of the property from Goodman Road to the north side, beginning on the east side of the property.

ADJUSTMENT IN ACREAGE: The Beneficiary of this Deed of Trust have this day conveyed the above described 368 acres, more or less, to the Grantor (Cox). The sale price was determined on the basis of \$1,200.00 per acre for 368 acres. At Grantor's expense, he may have the land surveyed by a Mississippi Registered Surveyor, and if the survey indicates acreage either over or under 368 acres (excluding land lying within gas line easements and public roads), the final installment of the promissory note will be adjusted upward or downward to reflect the adjustment in the purchase price as shown by the survey.

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

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary herein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment of interest as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other covenant herein contained, then and in that event the entire principal sum secured hereby with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, or the owner or holder of said note or notes, be and become at once due and payable, and the trustee herein named, or his successor or successors, shall, at the request of the beneficiary, or at the request of any owner or holder of the note or notes secured hereby, sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid. Such sale shall be made by giving notice of the time, place and terms of sale as required by Section 885 of the Mississippi Code of 1942 and amendments if any thereto, and the trustee shall make deed to the purchaser or purchasers. Should the beneficiary, or the owner or holder of the note or notes secured hereby be a corporation, then in such event a declaration of default to the trustee, and a request for sale hereunder, may be made by any officer thereof. If the land covered hereby is situated in two or more counties, or in two judicial districts of the same county, the trustee may sell the whole in any of the counties, or in either of the judicial districts of a county in which any part of the land lies. Out of the proceeds of sale the trustee shall first pay the cost of advertising and making the sale; and secondly, he shall pay whatever items may have been incurred and remain unpaid in the protection of this security; then he shall pay such of the items of indebtedness secured hereby as may be outstanding in the order of their maturity, and any balance remaining in his hands shall be delivered to the grantor, or to his proper representatives, agents or assigns.

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

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

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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 to pay 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 March 1976.


R. E. Cox

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 R. E. COX

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 11th day of March 1976.

My Commission Expires: 3-24-79


Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 1 o'clock 55 minutes P. M. 11 day of March 1976, and that the same has been recorded in Book 197 Page 204 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 12 day of March 1976.

Fees \$ 5.00 pd.

SEAL


CLERK

FULLY PAID AND SATISFIED 11-24-82
UNITED STATES OF AMERICA FARMERS HOME
ADMINISTRATION BY *Nancy F. Fenton*
COUNTY SUPERVISOR RETURN TO *MISSISSIPPI*
REGISTERED IN H. F. R. 1986
Attest: *H. H. Ferguson, Chas. Lee*
Loy D. Taylor

USDA-FmHA
Form FmHA 427-1 MS
(Rev. 1-7-76)

Position 5

REAL ESTATE DEED OF TRUST FOR MISSISSIPPI

THIS DEED OF TRUST is made and entered into by and between
SIDNEY SOWELL and wife, GLORIA S. SOWELL, and

residing in DeSoto County Mississippi, whose post office
address is Route 2 - Hernando, Mississippi 38632

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

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

WHEREAS, Borrower is indebted to the Government as evidenced by one or more promissory note(s) or assumption
agreement(s), herein called "note," which has been executed by Borrower, is payable to the order of the Government,
authorizes acceleration of the entire indebtedness at the option of the Government upon any default by Borrower, and is
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>
March 10, 1976	\$14,720.00	Five (5) Per Cent	March 10, 1983

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

(See next page.)

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Signed for Identification:

Sidney Sowell
Sidney Sowell

20 Acres, more or less, in Section 5, Township 4 South, Range 7 West, DeSoto County, Mississippi, described as: Commencing at the Northeast Corner of Section 5, Township 4 South, Range 7 West; thence West along the North line of said section 1,320.6 feet to a point; thence South 04° 27' East 543.74 feet to an iron pin, being the Point of Beginning of said tract; thence South 04° 27' East 763.0 feet to a large corner post; thence South 87° 00' West 1,060.99 feet to corner post; thence South 87° 52' West 269.66 feet to an iron pin; thence North 03° 37' West 404.67 feet to an iron pin; thence North 87° 25' East 351.89 feet to an iron pin; thence North 02° 57' West 357.49 feet to an iron pin; thence North 87° 03' East 963.54 feet to the Point of Beginning.

This Deed of Trust is subordinate and junior to that certain Deed of Trust given by Sidney Sowell, et ux, dated March 24, 1975, and recorded in Deed of Trust Book 184, Page 227 in the Office of the Chancery Clerk of said county.

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 lender 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 agrees that 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, sex 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, sex, 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 this 10th day of March, 1976.

Sidney Sowell
Sidney Sowell
Gloria S. Sowell
Gloria S. Sowell

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 SIDNEY SOWELL and GLORIA S. SOWELL, 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 10th day of March, 1976.



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

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock 55 minutes A. M. 12 day of March 1976, and that the same has been recorded in Book 197 Page 207 records of REAL ESTATE Trust Deed of said County.
Witness my hand and seal this the 12 day of March 1976.
Fees \$ 5.00 pd.
SEAL H. P. Ferguson CLERK

SUBORDINATION AGREEMENT

WHEREAS, Bobby Gene Stevenson and wife Bettie Ann R. Stevenson did, on the 21st day of February, 1973, execute and deliver to People's Bank and Trust, a Deed of Trust upon certain lands situated in DeSoto County, Mississippi, conditioned for and to secure the payment of the sum of \$45,181.20, which Deed of Trust was recorded in the Office of the Chancery Clerk of DeSoto County, Mississippi, on the 28th day of February, 1973 in Deed of Trust Book 155 page 41; and

WHEREAS, it is the purpose, intent and desire of the undersigned to subordinate and make junior its Deed of Trust lien as described hereinabove to that certain Deed of Trust executed by Bobby Gene Stevenson and wife Bettie Ann R. Stevenson, to Joe M. Hudspeth, Trustee for the benefit of North Mississippi Savings & Loan Association, dated February 16, 1976 and recorded in the office of the Chancery Clerk of DeSoto County, Mississippi in Deed of Trust Book 196, Page 595

NOW, THEREFORE, the undersigned, People's Bank and Trust, does hereby subordinate and make junior the Deed of Trust liens retained in that certain Deed of Trust dated February 21, 1973, and recorded in Deed of Trust Book 155 page 41 to that certain Deed of Trust executed by Bobby Gene Stevenson and wife Bettie Ann R. Stevenson to Joe M. Hudspeth, Trustee for the benefit of North Mississippi Savings & Loan Association, dated February 16, 1976 and recorded in Deed of Trust Book 196 page 595 in the office of the Chancery Clerk of DeSoto County, Mississippi.

The consideration for this conveyance is One Dollar (\$1.00), cash in hand paid and other good and valuable considerations, the receipt and sufficiency of all of which is hereby acknowledged.

The Clerk of the Chancery Court of DeSoto County, Mississippi is authorized to record this Subordination Agreement upon the land records of DeSoto County, Mississippi in the office of the Chancery Clerk of said County and State and to properly note on the margin of the aforementioned Deed of Trust to People's Bank and Trust and the aforementioned Deed of Trust to North Mississippi Savings & Loan Association, a notation of this conveyance.

WITNESS our hands, this the 21 day of February, 1976.

PEOPLE'S BANK AND TRUST

By W. W. Kerr
W. W. Kerr, 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 W. W. Kerr, President of People's Bank and Trust, who acknowledged that he signed and delivered the above and foregoing Subordination Agreement on the day and year 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 21 day of February, 1976.



James E. Aldred
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 no minutes A. M. 12 day of March 1976, and that the same has been recorded in Book 197 Page 211 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 12 day of March 1976.

Fees \$ 2.50 pd.

REAL H. H. Ferguson CLERK

212

ENCLOSED BY AUTHORITY RECORDED IN 8008

225 PAGE 13

THIS 11 DAY OF May 19 78

H. G. Ferguson
CHANCERY CLERK

148966 Whitehaven Branch

INSTRUCTIONS: 1. Complete in Duplicate. 2. Type legal description on form (this can be obtained from mortgages, contracts, warranty deed) 3. Must be signed before a Notary Public.

REAL PROPERTY AGREEMENT

In consideration of such loans and indebtedness as shall be made by or become due to National Bank of Commerce Memphis, Tenn. (hereinafter referred to as "Bank") to or from the undersigned, jointly or severally, and until all of such loans and indebtedness have been paid in full, or until twenty-one years following the death of the last survivor of the undersigned, which ever first occurs, the undersigned, jointly and severally, promise and agree

- To pay, prior to becoming delinquent, all taxes, assessments, dues and charges of every kind imposed or levied upon the real property described below; and
- Without the prior written consent of Bank, to refrain from creating or permitting any lien or other encumbrance (other than those presently existing) to exist on, and from transferring, selling, assigning or in any manner disposing of, the real property described below, or any interest therein; and
- Hereby assign, transfer and set over to bank, its successors and assigns, all monies now due and hereafter becoming due to the undersigned, as rental, or otherwise, and howsoever for or on account of that certain real property situated in the County of DeSoto State of Tenn., described as follows:

Lot 785, Section C, Southaven Subdivision in Section 23, Township 1 South, Range 8 West as shown on revised plat of said Subdivision which is recorded in Plat Book 2, Pages 19, 20, 21, & 22 in the office of The Chancery Clerk of DeSoto County, Miss.
1287 So. Conerly Dr. Southaven, Miss. 38671

and hereby irrevocably authorize and direct all lessees, rentow holders and others to pay to Bank, all rent and all other monies whatsoever and whensoever becoming due to the undersigned, or any of them, and howsoever for or on account of said real property, and hereby irrevocably appoint Bank, as attorney in fact, with full power and authority, in the name of the undersigned, or in its own name, to endorse and negotiate checks, drafts and other instruments received in payment of, and to receive, receipt for and to enforce payment, by suit or otherwise, of all said rents and suits; but agrees that Bank shall have no obligation so to do, or to perform or discharge any obligation, duty or liability of the undersigned in connection therewith.

- That if default be made in the performance of any of the terms hereof, or if any of said rental or other sums be not paid to Bank when due, Bank, at its election, may declare the entire remaining unpaid principal and interest of any obligation or indebtedness then remaining unpaid to Bank to be due and payable forthwith.
- That Bank may and is hereby authorized and permitted to cause this instrument to be recorded at such time and in such places as Bank, in its discretion, may elect.
- Upon payment of all indebtedness of the undersigned to Bank this agreement shall be and become void and of no effect, and until then it shall apply to and bind the undersigned, their heirs, legatees, devisees, administrators, executors, successors and assigns, and inure to the benefit of Bank and its successors and assigns. The affidavit of any officer or department manager of Bank showing any part of said indebtedness to remain unpaid shall be and constitute conclusive evidence of the validity, effectiveness and continuing force of this agreement and any person may and is hereby authorized to rely thereon.

Dated: 3/4/76

X Hugh Darby McCraw
X Margaret R. McCraw
INDIVIDUAL

CORPORATE

STATE OF TENN.
COUNTY OF _____

STATE OF TENN.
COUNTY OF Shelby

This instrument was acknowledged before me this _____ day of _____, 19____ by _____ as _____ of _____ and acknowledged said instrument to be the free act and deed of said corporation.

This instrument was acknowledged before me this 4th day of Mar 1976

In witness whereof I hereunto set my hand and official seal.

In witness whereof I hereunto set my hand and official seal.

NOTARY PUBLIC
MY COMMISSION EXPIRES: 706 PL

NOTARY PUBLIC
MY COMMISSION EXPIRES: 6-27-76



STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 30 minutes A. M. 12 day of March 1976, and that the same has been recorded in Book 197 Page 212 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 12 day of March 1976.

Fees \$ 2.50 pd.

SEAL H. G. Ferguson CLERK

CANCELLED
387
685
9
19 82
H. H. Ferguson
Chancery Clerk B.P.S.

Mississippi Bankers Association
Form No. 1
(Revised Dec. 1958)
L. A. N. D.

DEED OF TRUST LAND

THIS INDENTURE, this day made and entered into between Marshall T. Jacks and wife Rebecca T. Jacks

of the first part, hereinafter designated as the Grantor,

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

John W. Blanton and wife Annie Mae Blanton of the third part, hereinafter designated as the Beneficiary.

WITNESSETH: That whereas the Grantor is justly indebted to the beneficiary in the full sum of Fourteen Thousand, Seven Hundred, Thirty-two and 72/100-----DOLLARS (\$ 14,732.72) evidenced by 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:

OK
M.T.J.
ex
J.M.B.
A.M.B.

Due and repayable in 132 equal amortized monthly installments of \$110.00 each, and one (1) final installment for the balance of the debt, with the first payment due on or before the 1st day of April, 1976 and one payment due on the same day of each month thereafter for 131 months with the balance of said indebtedness due 11 years from the date of said instrument. Interest to be amortized at the rate of 8% per annum.

Party of the first part reserves the right to prepay all or any part of said indebtedness on or before due date without penalty. Failure to make any installments when due, shall operate the cause of the entire unpaid indebtedness to become immediately due and payable at the option of the owner and holder of this instrument.

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

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

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

Part of Section 18, Township 3, Range 5 West, DeSoto County, Mississippi, described as BEGINNING at a point in the West line of Ingrams Mill Road, said point being the Southeast Corner of the Ingrams Mill Saddle Club property and further being the Northeast Corner of the D. D. Mills original 4.7 acre tract; thence due West along Ingrams Mill Saddle Club South line a distance of 280 feet, more or less to a point; thence due South a distance of 100 feet, more or less, to a point; thence due West a distance of 133 feet more or less to a point, said point being in the East line of the Louis V. Schingle property; thence due South along Schingle's East line a distance of 220 feet, more or less, to a point; thence due East a distance of 133 feet, more or less, to a point; thence due North a distance of 100 feet, more or less, to a point; thence due East a distance of 200 feet, more or less, to a point, said point being in the West right of way line of Ingrams Mill Road; thence due North along the West right of way of Ingrams Mill Road a distance of 220 feet more or less to the point of beginning.

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This deed of trust is second and subordinate to an outstanding deed of trust to North Mississippi Savings & Loan Association, recorded in Deed Book 139 page 379 which has been assumed by the parties of the first part in part of this transaction and any default made under the terms and conditions of said outstanding deed of trust to North Mississippi Savings & Loan Association shall be considered a default made in terms and conditions of this deed of trust and any payments made by beneficiaries of this instrument to North Mississippi Savings & Loan Association shall be deemed to be secured by this deed of trust.

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

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary herein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment of interest as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other covenant herein contained, then and in that event the entire principal sum secured hereby with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, or the owner or holder of said note or notes, be and become at once due and payable, and the trustee herein named, or his successor or successors, shall, at the request of the beneficiary, or at the request of any owner or holder of the note or notes secured hereby, sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid. Such sale shall be made by giving notice of the time, place and terms of sale as required by Section 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 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 10 day of March 1976

Marshall T. Jacks
Marshall T. Jacks
Rebecca T. Jacks
Rebecca T. Jacks

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 Marshall T. Jacks and wife Rebecca T. Jacks, 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 10 day of March 1976

My Commission Expires: 9-24-79 Delia C. Baxington
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. 12 day of March 1976, and that the same has been recorded in Book 197 Page 213 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 12 day of March 1976.

Fees \$ 5.00 pd.

By H. P. Ferguson CLERK

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CONTROLLED BY AUTHORITY RECORDED IN BOOK

225 PAGE 121

THIS 11 DAY OF May 19 78

H. G. Ferguson

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

Russell O. Dees and wife, Omie Lee Dees

of the first part, hereinafter designated as the Grantor,

William W. Ballard Trustee, of the second part, hereinafter designated as Trustee, and

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

WITNESSETH: That whereas the Grantor is justly indebted to the beneficiary in the full sum of
Thirteen Thousand Five Hundred and No/100 ----- DOLLARS
(\$ 13,500.00) evidenced by one (1) 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:

The note is due and payable December 15, 1976'

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

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

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

The Northwest Quarter of Section 9, Township 3, Range 9 Less 10 acres in a Square in the Northeast corner containing 150 acres, more or less.

This deed of trust is second to the Deed of Trust to Equitable Life Assurance Society of the United States dated April 25, 1973 recorded in Book 158, Page 47. This trust deed is also a renewal and extension of a prior trust deed in favor of The Hernando Bank dated April 22, 1975 and recorded in Book 185, Page 225 Real Estate records of DeSoto County Ms. on April 25, 1975. Any default in the first lien deed of trust shall be a default in this deed of trust which would authorize foreclosure.

Also 500 acres of soybeans to be cultivated by First Party

All cattle of every kind and character, presently owned or hereinafter acquired either by birth or purchase, more specifically described as follows: 40 head Grade Beef type Cows

All equipment of every kind and character relative to the farming operation of Russell Dees, more specifically described as follows:

- One 700 B Case Combine Serial #8228674
- One 900 S Case Combine Serial # 8268617
- One 900 S Case Combine Serial # 8268503
- One 900 S Case Combine Serial # 8268500
- One 4000 Ford Tractor Serial # C290448
- One 3020 John Deere Tractor Serial # 52857
- One 3020 John Deere Tractor Serial # SNT112R87607R
- Two 4-Bottom Breaking Plows F 125
- Two 13' Disc
- One Offset Disc
- Two 4-Row Cultivators
- One 2-Row Ferguson Cultivator
- One 4-Row John Deere Hipper
- One International 4-Row Planter

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

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

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

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

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

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

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

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

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

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

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

IN TESTIMONY WHEREOF, witness the signature of the grantor this the 23rd day of Feb. 19 76

Russell O. Dees
Russell O. Dees

Omie Lee Dees
Omie Lee Dees

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

Russell O. Dees and wife, Omie Lee Dees who severally acknowledged that they signed and delivered the above and foregoing deed of trust on the day and year therein mentioned.

Given under my hand and official seal, this the 23rd day of February 19 76

My Commission Expires Jan. 7, 1978

Elias 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. 12 day of March 1976, and that the same has
been recorded in Book 197 Page 216 records of REAL ESTATE Trust Deed
of said County.

Witness my hand and seal this the 12 day of March 1976.

Fees \$ 5.00 pd.

SEAL *H. P. Ferguson* CLERK

PARTIAL RELEASE

KNOW ALL MEN by these presents, that for and in consideration of part payment of the indebtednesses described in and secured by the following deeds of trust:

- (1) Deed of Trust dated March 2, 1973, executed by Alodex Corporation and Southaven Land Company to Forrest N. Jenkins and J. David Guthrie, Trustees for Union Planters National Bank, Memphis, Tennessee, recorded in real estate trust deed Book 155, Page 144, in the office of the Chancery Clerk of DeSoto County, Mississippi.
- (2) Deed of Trust dated August 28, 1974, executed by Greenbrook Development Company to James W. McDonnell, Jr. and William S. Solmson, Trustees for Union Planters National Bank of Memphis, Tennessee, recorded in real estate trust deed Book 179, Page 121, in the office of the Chancery Clerk of DeSoto County, Mississippi.
- (3) Deed of Trust dated January 29, 1974, executed by Alodex Corporation and Southaven Land Company to Forrest N. Jenkins and J. David Guthrie, Trustees for Union Planters National Bank, Memphis, Tennessee, recorded in real estate trust deed Book 170, Page 549, in the office of the Chancery Clerk of DeSoto County, Mississippi.

Union Planters National Bank, Memphis, Tennessee, a National Banking Association and Corporation, as the lawful owner and holder of the indebtednesses secured by said deeds of trust, does hereby release and forever discharge from the liens of said deeds of trust the following described real estate, situated and being in the County of DeSoto, State of Mississippi, to-wit:

Lot 68, Section A, Greenbrook Subdivision, in Section 19, Township 1, Range 7 West, as shown by plat of record in Plat Book 8, Pages 53-54, in the office of the Chancery Clerk of DeSoto County, Mississippi.

Lots 1541 and 1543, Section H, Greenbrook Subdivision, in Section 30, Township 1, Range 7 West, as shown by plat of record in Plat Book 11, Pages 21-22, in the office of the Chancery Clerk of DeSoto County, Mississippi.

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

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

IN WITNESS WHEREOF, the Union Planters National Bank, Memphis, Tennessee, has caused its corporate name to be signed hereto by and through its property officer(s) duly authorized so to do, this the 14th day of March, 1976.

ATTEST:

Karen A. Schoenbucher
Banking Officer

UNION PLANTERS NATIONAL BANK
MEMPHIS, TENNESSEE

By: J. H. Jennings, Vice President
J. H. Jennings, Vice President

STATE OF TENNESSEE
COUNTY OF SHELBY

PERSONALLY appeared before me, the undersigned authority of law in and for the jurisdiction aforesaid, the within named J. H. Jennings and Karen A. Schoenbucher, who acknowledged that as Vice President and Banking Officer, respectively, for and on behalf of and by authority of UNION PLANTERS NATIONAL BANK, Memphis, Tennessee, they signed and delivered the above and foregoing instrument on the day and year therein mentioned for the purposes therein expressed.

GIVEN UNDER MY HAND and seal of office, this the 14th day of March, 1976.
Barbara C. [Signature]

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock no minutes A. M. 12 day of March 1976, and that the same has been recorded in Book 197 Page 219 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 12 day of March 1976.

H. P. [Signature]

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

DEED OF TRUST LAND

THIS INDENTURE, this day made and entered into between

HENRY W. DOUGHERTY AND WIFE, MARY T. DOUGHERTY

of the first part, hereinafter designated as the Grantor,

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

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

WITNESSETH: That whereas the Grantor is justly indebted to the beneficiary in the full sum of
Nine Thousand and 00/100----- DOLLARS
(\$ 9,000.00) evidenced by one promissory note of even date herewith in favor of
the beneficiary, bearing interest at the rate of 10 per centum per annum after
date , providing for the payment of attorney's fees in case of default and being due
and payable as follows, to-wit:

Due and payable on or before 120 days after date.

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

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

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

Lot 416 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.

AUTHORITY RECORDED IN BOOK
203 PAGE 511
31 DAY OF Aug 1926
H. S. 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.

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

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

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

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

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

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

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

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

IN TESTIMONY WHEREOF, witness the signature of the grantor this the 12th day of March, 1976

Henry W. Dougherty
HENRY W. DOUGHERTY
Mary T. Dougherty
Mary T. Dougherty

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 W. Dougherty and wife, Mary T. Dougherty 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 March, 1976.
My Commission Expires: Jan. 29, 1980

Valerius M. Smith
Notary Public



STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 1 o'clock
15 minutes P. M. 12 day of March 1976, and that the same has
been recorded in Book 197 Page 220 records of REAL ESTATE Trust Deed
of said County.

Witness my hand and seal this the 12 day of March 1976.
H. H. Johnson CLERK

pd-5.00

REAL ESTATE DEED OF TRUST FOR MISSISSIPPI

THIS INDENTURE, made and entered into this day, March 11, 1976,
(Date)

by and between the undersigned JAMES R. PAYNE and wife, DEBRA P. PAYNE

residing in DeSoto County, Mississippi, whose post office
address is 5147 Crestwood Cove, Walls, Mississippi 38680

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

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>
March 11, 1976	\$22,890.00	8-3/4%	March 11, 2009

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 630, 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.

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Subject to the following exceptions:

1. Easements, subdivision restrictions and building lines as shown on plat of record in Plat Book 10, Pages 32 and 33, in the office of the Chancery Clerk of DeSoto County, Mississippi.
2. Right of Way instrument executed by DeSoto Development Corporation to Mississippi Power & Light Company, dated September 5, 1972, a five 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.
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 liens not shown of record.
6. Any unrecorded rights of way and/or easements.
7. 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.

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

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

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

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

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

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

WITNESS the signature(s) of Borrower the day and year first above written.

James R. Payne
James R. Payne

Debra P. Payne
Debra P. Payne

STATE OF MISSISSIPPI

COUNTY OF DeSoto

ss: ACKNOWLEDGMENT

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within-named James R. Payne and Debra P. Payne, 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 11th day of March, 1976.



Debbie M. Brewell
(Signature)

Notary Public
(Title)

My Commission Expires:
Feb. 19, 1980

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 1 o'clock 40 minutes 7 P. M. 12 day of March 1976, and that the same has been recorded in Book 197 Page 223 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 12 day of March 1976.

Fees \$ 5.00 pd.

SEAL H. P. Ferguson CLERK

DEED OF TRUST

This indenture made this 3rd day of March, 1976, between Bennie L. Davis and wife, Sharon A. Davis

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~~ ~~installment of \$~~ the first installment due the 15th day of April, 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 121 in Section B of Delta Ridge Mobile Home Park Subdivision as shown on Plat appearing of record in Plat Book 9, pages 33-40 in the Chancery Court Clerk's office of DeSoto County, Mississippi, to which recorded plat reference is made for a more particular description. Said lot being situated in Section 7, Township 3, Range 9.

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

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

Witness our signatures this the date written above.

Martha Rojice

Bennie L. Davis
Sharon A. Davis
Grantors

STATE OF TENNESSEE)
COUNTY OF SHELBY)

Personally appeared before me, the undersigned authority of said County and State, the within named Bennie L. Davis and wife, Sharon A. Davis, 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 3rd day of March, 1976.

Agnes Heatherly
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. 12 day of March 1976, and that the same has been recorded in Book 197 Page 227 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 15 day of March 1976.

Fees \$ 2.50 pd.

SEAL H. P. Ferguson CLERK

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CANCELLED BY AUTHORITY RECORDED IN BOOK 197 PAGE 811 DAY OF March 1976 CHANCERY CLERK

FOR REAL ESTATE, CHATTEL OR BOTH

GEORGE C. POUNDERS III, ET UX

To { DEED OF TRUST THE HERNANDO BANK

THIS INDENTURE, Made this 12th day of March 1976 between George C. Pounders III and wife, Shirley H. Pounders, and The Hernando Bank

WITNESSETH, That whereas, said parties of the first part, being indebted to the said part of the second part in the sum of Twelve Thousand, Five Hundred Dollars, (\$12,500.00) evidenced by one promissory note of even date herewith and being due and repayable on or before the 12th day of March, 1977, with interest thereon as provided in the promissory note of even date herewith.

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... payment of the same when due; Therefore, in consideration of the premises, and of the sum of One Dollar to the part paid by William L. Rone... Trustee, the part of the first part has this day granted, bargained, and sold to the said Trustee the following described property, located in the County of DeSoto, and state of Mississippi, viz: All of the... (family) or any funds working without under... with the intent to sell or otherwise dispose of the same...

Lot 8, Section A, Dixie Acres Subdivision, as shown on the recorded plat of said subdivision in Plat Book 15, Pages 2 and 3, in the office of the Chancery Clerk of DeSoto County, Mississippi, to which reference is hereby specifically made for a more particular description of said lot, and being situated in Section 34, Township 2 South, Range 9 West, and containing 5.0 acres, more or less.

Tract 2: 2.51 acres, more or less, and being more particularly described as COMMENCING at an iron spike west of the center line of Baldwin Road, recognized as the southeast corner of Section 27, Township 2 South, Range 9 West, DeSoto County, Mississippi; thence north 273.92 feet along the east line of said Section to an iron spike in the center line of Highway 301; thence south 71 degrees 21 minutes 30 seconds west 348.10 feet to a point; thence along the circular arc whose delta equals 05 degrees 23 minutes 17 seconds, whose radius equals 3,652.77 feet, whose arc equals 343.50 feet, to an iron spike in the center line of Highway 301; thence south 68.31 feet to an iron pin; thence east 660.0 feet to an iron spike, being the point of beginning, and containing 2.51 acres, more or less. All bearings referenced to true north.

A failure to pay the above indebtedness when due shall operate to cause the entire unpaid indebtedness, together with interest thereon, to become immediately due and payable at the option of the owner and holder of the note of even date herewith.

The Grantors reserve the right to pay any part of or all of the above 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 of the first part promptly pay the above stated indebtedness on or before the day as stated 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 parties of the first part. In case of failure or inability on the part of said Trustee to execute the trust herein conferred, the part of the second part its assign or legal representatives, can at any time appoint a Trustee to act in his stead.

Witness OUR signature at the date written above. George C. Pounders III, Shirley H. Pounders

STATE OF MISSISSIPPI, DESOTO COUNTY. Personally appeared before me the undersigned authority George C. Pounders III and his wife, Shirley H. Pounders, who acknowledge that they signed and delivered the foregoing Deed of Trust on the day and year therein mentioned.

Given under my hand and official seal, this 12th day of March 1976. My Commission Expires: 3-24-79 By Sarah Bethune 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 minutes P.M. 12 day of March 1976, and that the same has been recorded in Book 197 Page 228 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 15 day of March 1976. Fees \$3.00 pd. SEAL H. P. Ferguson CLERK

This Indenture, made by and between BILLY GENE COLEMAN and wife, HEIDE R. COLEMAN,

party of the first part; J. R. WILSON and W. W. CLAYBORNE, party of the second part, as Trustee; and
UNION PLANTERS NATIONAL BANK OF MEMPHIS

party of the third part, WITNESSETH:

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

Lot 730, Section F, Carriage Hills Subdivision, in Section 24, Township 1 South, Range 8 West, as per plat thereof recorded in Plat Book 6, Pages 3 and 4, in the Office of the Chancery Clerk of DeSoto County, Mississippi.

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

This conveyance is made in trust, however, to secure the payment of \$5,071.20, evidenced by the following promissory notes of even date herewith: executed by Billy Gene Coleman and wife, Heide R. Coleman, payable to the order of Union Planters National Bank of Memphis ("Bank") at its place of business in Memphis, Tennessee, in the amount of \$5,071.20 in 60 monthly instalments being in the sum of \$84.52 each, on the 3rd day of each month, beginning April 3, 1976, until this note is fully paid. Any instalment of principal not paid when due shall bear interest after its due date at the maximum rate of interest which Bank, as a national bank, is permitted by law to contract for and charge on the date of this loan.

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

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

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

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

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

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

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

Witness the signature of the party of the first part, on this the 5th day of March, 1976.

Billy Gene Coleman
Billy Gene Coleman
Heide R. Coleman
Heide R. Coleman

STATE OF TENNESSEE
COUNTY OF SHELBY }

Personally appeared before me, the undersigned Notary Public, in and for the State and County aforesaid, the within named

BILLY GENE COLEMAN and wife, HEIDE R. COLEMAN,

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

Given under my hand and seal this the 5th day of March, 1976

My Commission expires: 3-7-78 Mary Rehkopf Notary Public

This instrument prepared by:
Clyde M. Crutchfield, Attorney
12 South Main Street
Memphis, Tennessee

Return to: Mr. Robert W. Marshall
Union Planters National Bank
Installment Credit Department
Memphis, Tennessee

A/S Low

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 10 minutes A.M. 15 day of March 1976, and that the same has been recorded in Book 197 Page 229 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 15 day of March 1976.

Fees \$ 3.00 pd.

SEAL H. R. 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

CLAYTON FEDERAL SAVINGS AND LOAN ASSOCIATION, CLAYTON, MISSOURI,

that certain Deed of Trust executed by

ALLAN MORRIS DAVENPORT, SR. and wife, VIVIAN DAVENPORT

to C. B. Henley, Trustee, for the benefit of Bailey

Mortgage Company, dated January 28, 1976, securing a note in

the sum of \$ 36,700.00 recorded in Book 196, Page 291,

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 12th day of March, 1976.

BAILEY MORTGAGE COMPANY



William Cook
Vice President



STATE OF MISSISSIPPI

COUNTY OF HINDS.....

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

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

March, 1976.



My Commission Expires Nov. 30, 1977


NOTARY PUBLIC

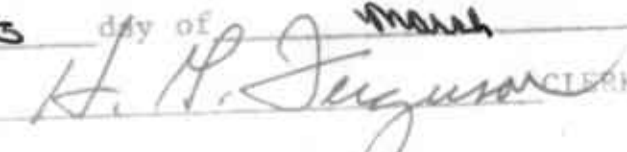
BMC-14

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock
30 minutes A. M. 15 day of March 1976, and that the same has
been recorded in Book 197 Page 231 records of REAL ESTATE Trust Deed
of said County.

Witness my hand and seal this the 15 day of March 1976.

Fees \$ 2.50 pd.

SEAL  CLERK

RELEASE OF DEED OF TRUST

To the Clerk of the CHANCERY COURT of Desoto County, Mississippi:

You are hereby authorized and directed to mark cancelled and satisfied of record the following described

Deed(s) of Trust executed by Joe M. Hurdipeth for the benefit of North Mississippi Savings & Loan Association which is (are) recorded in the Records of Deeds of Trust in your office.

One dated the 1st day of Nov, 1974, and recorded in Book 181 at Page 121

JOHN WILLIAM BUSBY

The indebtedness secured by said Deed(s) of Trust was (were) never assigned by the undersigned to anyone and has been fully paid.

This the 12 day of MARCH, 1976

NORTH MISSISSIPPI SAVINGS & LOAN ASSOCIATION

By North Miss Savings & Loan Association
William N. Davis

STATE OF MISSISSIPPI

Desoto COUNTY

This day personally appeared before me, the undersigned authority in and for the State and County aforesaid, the within named William N. Davis being known to me to be act. the General Manager of North Mississippi Savings & Loan Association who acknowledged that he signed and delivered the foregoing Release on the day and year therein mentioned, for and on behalf of said Association, and being authorized so to do.

Given under my hand and seal of office, this the 12 day of March, 1976

Martha Kendrick
Notary Public

My Commission Expires Dec. 3, 1977

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock no minutes A. M. 15 day of March 1976, and that the same has been recorded in Book 197 Page 232 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 15 day of March 1976.

Fees \$ 2.50 pd.

SEAL H. P. Ferguson CLERK

PARTIAL RELEASE

Know all men by these presents that for and in consideration of the part payment of the indebtedness described in and secured by that certain Deed of Trust dated June 4, 1975, executed by MSM Builders, Inc. to Max B. Ostner, Jr. as Trustee(s), James E. McGehee & Company, Inc. as Beneficiary, which Deed of Trust is recorded in Book 187, Page 173, in the office of the Chancery Clerk of DeSoto County, Mississippi, the undersigned James E. McGehee & Company, Inc., as Beneficiary named in said Deed of Trust, have bargained and sold and by these presents do bargain, sell, convey, remise, release and quitclaim unto the said MSM Builders, Inc., the following described property located in DeSoto County, Mississippi, to-wit:

Lot 34, Section A, Revised, Churchwood Estates Subdivision, in Section 2, Township 2, Range 8, as per plat thereof recorded in Plat Book 12, Pages 45 and 46, in the office of the Chancery Clerk of DeSoto County, Mississippi.

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

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

WITNESS our signatures this the 11th day of March, 19 76.

ATTEST: Marge Jobe Assistant Secretary
By: Max B. Ostner, Jr. Vice-President
JAMES E. McGEHEE & CO., INC.

STATE OF ~~MISSISSIPPI~~ TENNESSEE
COUNTY OF ~~DE SOTO~~ SHELBY

Personally appeared before me, the undersigned authority of law in and for the jurisdiction aforesaid, the within named MAX B. OSTNER, JR. and MARGE JOBE who acknowledged that as Vice-President and Assistant Secretary respectively, for and on behalf of and by authority of James E. McGehee & Co., Inc., they signed the above and foregoing instrument and affixed the corporate seal of said corporation thereto and delivered said instrument on the day and year therein mentioned.

GIVEN UNDER MY HAND and seal of office this the 11TH day of March, 19 76.

Jean Young
NOTARY PUBLIC
My Commission Expires: June 5, 1978

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock no minutes A. M. 15 day of March 1976, and that the same has been recorded in Book 197 Page 233 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 15 day of March 1976.
Fees \$ 2.50 pd.
SEAL H. P. Ferguson CLERK

PARTIAL RELEASE

KNOW ALL MEN by these presents that for and in consideration of the part payment of the indebtedness described in and secured by that certain Deed of Trust dated August 9, 1973, executed by BRIDGFORTH LAND & INVESTMENT, INC. to James E. Woods, as Trustee, G. B. Payne, W. W. Kerr, Dudley B. Bridgforth, Jr. and Barry W. Bridgforth, as Beneficiaries, which Deed of Trust is recorded in Book 164, Page 296, in the office of the Chancery Clerk of DeSoto County, Mississippi, the undersigned G. B. Payne, W. W. Kerr, Barry W. Bridgforth and Dudley B. Bridgforth, Jr., as Beneficiaries named in said Deed of Trust, have bargained and sold and by these presents do bargain, sell, convey, remise, release and quitclaim unto the said Bridgforth Land & Investment, Inc., the following described property located in DeSoto County, Mississippi, to-wit:

Lot 14, Section A, Cedar View Estates Subdivision, in Section 15, Township 2, Range 6 West, DeSoto County, Mississippi, as shown by plat thereof appearing of record in Plat Book 11, Pages 49, 50, 51, and 52, in the office of the Chancery Clerk of DeSoto County, Mississippi.

To have and to hold the aforementioned real property unto the said Bridgforth Land & Investment, Inc. and to its successors, heirs and assigns in fee simple forever, free and discharged from the lien of said Deed of Trust and the indebtedness secured thereby.

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

WITNESS our signatures, this the 11th day of March, 1976.

G. B. Payne
G. B. Payne

W. W. Kerr
W. W. Kerr

Dudley B. Bridgforth, Jr.
Dudley B. Bridgforth, Jr.

Barry W. Bridgforth
Barry W. Bridgforth

STATE OF MISSISSIPPI
COUNTY OF DESOTO

PERSONALLY appeared before me, the undersigned authority of law in and for the jurisdiction aforesaid, the within named Dudley B. Bridgforth, Jr. and Barry W. Bridgforth, who acknowledged that they signed and delivered the above and foregoing instrument on the day and year therein mentioned for the purposes therein expressed.

GIVEN UNDER MY HAND and seal of office, this the 11th day of March, 1976.

MY COMMISSION EXPIRES MAY 18, 1978

Notary Public

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. W. Kerr and G. B. Payne, who acknowledged that they signed and delivered the above and foregoing instrument on the day and year therein mentioned for the purposes therein expressed.

GIVEN UNDER MY HAND and seal of office, this the 11th day of March, 1976.

MY COMMISSION EXPIRES MAY 18, 1978

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. 15 day of March 1976, and that the same has been recorded in Book 197 Page 234 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 15 day of March 1976.

Fees \$ 2.50 pd.

SEAL H. P. Ferguson CLERK

modification and
Extension agreement

of this Instrument Recorded in

Real Estate TID Book

No. 254 Page 155

This the 4 day of Jan 19 80

H. D. Ferguson

CANCELLED BY AUTHORITY RECORDED IN 235

319 PAGE 341

THIS 16 DAY OF July 19 84

H. H. Ferguson
CHANCERY CLERK

This Indenture, made by and between CARL WHITTINGTON, DONALD E. WALTERS and C. BURROUGH,
TRUSTEES of TEMPLE BAPTIST CHURCH

party of the first part; D. W. FERRIS, JR. party of the second part, as Trustee; and
NATIONAL BANK OF COMMERCE, 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, ~~and~~ and in the County of Shelby, State of Tennessee, to-wit:

(See Exhibit "A" attached for description of property)

The indebtedness hereby secured is also secured by a Deed of Trust of even date herewith executed by the parties of the first part to be filed for record in the Register's Office of Shelby County, Tennessee. In the event of default under the note or either of the Deeds of Trust the holder of the note, at its option, may declare the indebtedness due and payable at once, and may exercise, or cause to be exercised, all its rights and remedies under these Deeds of Trust concurrently or separately and in such order as it may determine. This is a purchase money Deed of Trust given to secure the unpaid balance of the purchase price for the land herein described conveyed to the parties of the first part herein by Warranty Deed dated March 4, 1976, and recorded simultaneously herewith.

This conveyance is made in trust, however, to secure the payment of \$ 59,400.00, evidenced by the following promissory notes of even date herewith:

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

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

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

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

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

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

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

Witness the signature of the party of the first part, on this the 4 day of March, 1976.

TEMPLE BAPTIST CHURCH
Carl Whittington
Carl Whittington, Trustee
Donald E. Walters
Donald E. Walters, Trustee
C. Burrough
C. Burrough, Trustee

STATE OF TENNESSEE
COUNTY OF SHELBY }

Personally appeared before me, the undersigned Notary Public, in and for the State and County aforesaid, the within named Carl Whittington & Donald E. Walters and ~~Carl Burrough~~ Trustees of Temple Baptist Church who acknowledged that they signed and delivered the foregoing trust deed on the day and year therein mentioned as their voluntary act and deed.

Given under my hand and seal this the 4th day of March 1976
My Commission expires: 11/29/77 Robert S. B...
Notary Public.



STATE OF TENNESSEE
COUNTY OF SHELBY

Personally appeared before me, the undersigned Notary Public, in and for the State and County aforesaid, the within named C. BURROUGH, Trustee of Temple Baptist Church, who acknowledged that he signed and delivered the foregoing trust deed on the day and year therein mentioned as his voluntary act and deed.

Given under my hand and seal this the 5th day of March, 1976.
T. B. Williams
Notary Public



My commission expires: April 8, 1978

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 _____ }
Clerk

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

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

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

SHELBY COUNTY TENNESSEE and DESOTO COUNTY, MISSISSIPPI
Part of Section 18, Township 1 South, Range 7 West, lying partially in
the 2nd Civil District of Shelby County, Tennessee, and partially in
DeSoto County, Mississippi, being more particularly described as follows:

Beginning at a point in the south line of Section 18, Township 1 South,
Range 7 West, DeSoto County, Mississippi, 2424 feet east of the south-
west corner of said Section 18 and 1104 feet east of the west line of
the former W. B. Willis 80 acre tract, said point being in the center-
line of State Line Road and at the southeast corner of a 3.82 acre
tract of Temple Baptist Church; thence north at an interior angle of
91 degrees and 34 minutes, passing the accepted State Line between
Tennessee and Mississippi at 1155 feet in all a total of 1320 feet to
a point in Shelby County, Tennessee, at the northeast corner of a
0.77 acre tract of Temple Baptist Church; thence east at an interior
angle of 88 degrees and 26 minutes 456 feet to a point; thence south at
an interior angle of 91 degrees and 34 minutes, passing the said accepted
State Line between Tennessee and Mississippi at 165 feet in all a total
of 1320 feet to a point in the south line of said Section 18 in the
center-line of State Line Road; thence west at an interior angle of 88
degrees and 26 minutes along the south line of said Section 18 and with
State Line Road 456 feet to the point of beginning.

The area of the above described property is 13.813 acres.

EXHIBIT "A" TO DEED OF TRUST DATED MARCH 4, 1976, EXECUTED BY CARL WHITTINGTON,
DONALD E. WALTERS and C. BURROUGH, TRUSTEES OF TEMPLE BAPTIST CHURCH, to D. W. FERRIS,
JR., TRUSTEE for NATIONAL BANK OF COMMERCE, Memphis, Tennessee.

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock
minutes A. M. 15 day of March 1976, and that the same has
been recorded in Book 197 Page 235 records of REAL ESTATE Trust Deed
of said County.
Witness my hand and seal this the 15 day of March 1976.

Fees \$ 4.50 pd.

SEAL *H. H. Ferguson* CLERK

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ORDER TO CLERK TO CANCEL DEED OF TRUST

STATE OF MISSISSIPPI

COUNTY OF DESOTO

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 10th day of February
19 76, made and executed by Morris Hanna and wife, Billie Jean of Olive Branch, Miss.
Hanna, to Bank of Mississippi the
above named beneficiary, and recorded in the office of the Chancery Clerk
of DeSoto County, in the State of Mississippi in Real Estate Trust Deed Record
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No. X282, on Page 202, of the Record of Trust Deeds, on the 11th day
of February, A.D. 19 76, 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 instru-
ment and that this order be recorded in the records of said County also as
provided by law.

THIS THE 9th day of March, 19 76.

Bank of Mississippi, Olive Branch, Miss.

Peggy Mitchell

STATE OF MISSISSIPPI

COUNTY OF DESOTO

Personally came and appeared before me, the undersigned authority
of law 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, 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 9th day of

March, A.D. 1976.

Betty L. Hollaway

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. 15 day of March 1976, and that the same has
been recorded in Book 197 Page 238 records of REAL ESTATE Trust Deed
of said County.

Witness my hand and seal this the 15 day of March 1976.

Fees \$ 2.50 pd.

SEAL

H. P. Ferguson CLERK

DEED OF TRUST

THIS DEED OF TRUST is made this 10th day of March, 1976, among the Grantor, RONALD S. KRZEMINSKI and wife, CAROL T. KRZEMINSKI (herein "Borrower"), STUART ROBINSON (herein "Trustee"), and the Beneficiary, BANKERS TRUST SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of the State of Mississippi, whose address is P. O. Box 918, Jackson, Mississippi (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 239, Section "B" Revised, Greenbrook Subdivision, in Section 19, Township 1 South, Range 7 West, as per plat thereof recorded in Plat Book 8, Pages 51 and 52, in the office of the Chancery Clerk of DeSoto County, Mississippi.

which has the address of 2721 Charter Oak Drive Southaven, Mississippi, 38671 (herein "Property Address");
(Street) (City) (State and Zip Code)

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 March 10, 1976 (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 April 1, 2006; 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.

345 PAGE 700
 DMD 27 DAY OF Aug 1988
 W. A. Ferguson
 CHANCERY CLERK
 P.S.

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 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. 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 _____ DESOCC _____ 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.

Ronald S. Krzeminski
Ronald S. Krzeminski —Borrower

Carol T. Krzeminski
Carol T. Krzeminski —Borrower

STATE OF MISSISSIPPI, -----DeSoto-----County ss:

On this 10th day of March 1976, personally appeared before me, the undersigned authority in and for said County and State, the within named Ronald S. Krzeminski and wife, Carol T. Krzeminski, 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:

8-10-79

Geov. C. Gendry
Notary Public



(Space Below This Line Reserved For Lender and Recorder)

STATE OF MISSISSIPPI, DeSOTO COUNTY

I certify that the within instrument was

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock
00 minutes A. M. 15 day of March 1976, and that the same has
been recorded in Book 197 Page 239 records of REAL ESTATE Trust Deed
of said County.

Witness my hand and seal this the 15 day of March 1976.

Fees \$ 5.00 pd.

SEAL

H. P. Ferguson
CLERK

P.O. Box 110
Jackson, Miss
39205

Pd 5.00

DEED OF TRUST

STATE OF MISSISSIPPI

COUNTY OF DeSoto

WHEREAS, Patsy Woods

parties of the first part,

are justly indebted unto Money Mart Inc of Olive Branch party of the second part, in the sum of

HOLDER

Six-Hundred and Seventeen dollars and 14/100's----- DOLLARS

(\$ 617.14) as evidenced by a promissory note, dated March 5, 19 76,

and due and payable in 18 installments of \$ 34.00 each beginning April 15, 1976 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, Miss as Trustee, the

NAME OF TRUSTEE CITY STATE

following described real property situated in DeSoto County, State of Mississippi, to-wit:

Lot 3, in Murray Hill Subdivision on Section 28, Township 1, Range 6 West, as shown by the plat thereof record in Plat Book 1, page 16 in the office of the Chancery Clerk of said County prepared by R.L. Copper, filed April 8, 1954, recorded on the 9th of February, 1960.

TO HAVE AND TO HOLD, the aforescribed real estate, together with all the hereditaments and appurtenances thereunto belonging or in any wise appertaining unto the said party of the second part, its successors and assigns, in fee simple forever, and the said parties of the first part do hereby covenant with the said party of the second part, its successors and assigns, that they are lawfully seized in fee of the aforesaid described real estate; that they have a good right to sell and convey the same; that the same is unincumbered.

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

IN TRUST, however, that if at any time the indebtedness herein secured, or interest thereon, or any renewals or extensions thereof, or of any part or installment thereof, with interest thereon, or any other indebtednesses becoming due and owing by the grantor(s) to the beneficiary prior to the payment of the indebtedness herein secured, should be past due and unpaid, the beneficiary herein, their legal representatives, successors (heirs) or assigns, may declare all indebtedness at that time owing due and payable; and the Trustee herein named or any substituted Trustee shall, at the request of the beneficiary herein, their legal representatives, successors (heirs) or assigns, sell the property herein conveyed at

public outcry to the highest bidder for cash, within legal hours, in front of the Court House in DeSoto County, Mississippi, on a day to be fixed by such Trustee, after first giving three weeks' notice of the time, place and terms of said sale by advertisement in some

newspaper published in DeSoto County, Mississippi, and having a general circulation therein, and by posting notice thereof at the Court House in said county; and shall, out of the proceeds of said sale pay: first, all costs and expenses of making said sale, including a reasonable Trustee's fee therefor; and next, the entire amount of the indebtedness at that time owing to the beneficiary herein by the grantor(s), with interest thereon up to the date of making said sale; the overplus, if any there be, to be paid to the grantor(s), his (their) (its) legal representatives, heirs (successors) or assigns.

If grantor fails to provide the insurance and pay all taxes, assessments or other governmental charges, as herein provided, the beneficiary, or any future holder of the indebtedness secured hereby, may secure and pay such insurance, and pay such taxes, assessments, and other governmental charges, and all expenditures for such purposes shall become an indebtedness of the grantor, due upon demand, and the payment of the same shall be secured by this instrument.

The following are authorized to select and substitute another trustee in the place of the above named trustee, or any successor, at any time any of them may so desire, namely: (1) the beneficiary herein, (2) if there be more than one beneficiary, then any one of them, or (3) any future holder of the indebtedness secured hereby, or any part hereof. It shall not be necessary to obtain the consent or resignation of the original trustee, or any successor, before appointing another trustee in his place, and any such appointee, who may be an agent, employee, or officer of the beneficiary, shall have full and sole power as trustee herein.

WITNESS 1 signature(s), this the 5 day of March, 19 76

WITNESSES:

Patsy Woods

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, Patsy Woods, who acknowledged before me that She signed and delivered the above and foregoing instrument of writing on the day and date therein mentioned as Her own act and deed.

Given unto my hand and official seal, this the 5th day of March, 19 76

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, depose 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

Trustee	Trustee	Clerk	with named Trust	ice on the	15	19	76	that the same to	acknowledgment, is	page	my office	official seal, this the	19	Clerk	D. C.
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*Tony Mart Inc
line Branch, M-ss
38654*

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 00 minutes A M. 15 day of March 1976, and that the same has been recorded in Book 197 Page 243 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 15 day of March 1976.

Fees \$ 3.00 pd.

SEAL *H. P. Sullivan* CLERK

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:

ORIGINAL MORTGAGOR	Date of Mortgage (Deed of Trust)	Book No.	Page No.
John William McAfee, Jr. and wife, Dolores Lee McAfee, Party	November 16th 1966	92	227

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
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 Brown
Notary Public

My Commission Expires:
My Commission Expires June 18, 1979



STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock no minutes A. M. 15 day of Mar. 1976, and that the same has been recorded in Book 197 Page 245 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 15 day of Mar. 1976.
Fees \$ 2.50 pd.

SEAL *H. H. Ferguson* CLERK

ORDER TO CLERK TO CANCEL DEED OF TRUST

STATE OF MISSISSIPPI

COUNTY OF DESOTO

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 10th day of September
19 73, made and executed by Thomas Warren King, Jr. 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 Real Estate Trust Deed Record
No. 166, on Page 66, of the Record of Trust Deeds, on the 24th day
of Sept., A.D. 19 73, is now fully paid and satisfied; and I do
hereby authorize the Clerk of the Chancery Court of said DeSoto County to
enter satisfaction and certificate of payment in full upon this said instru-
ment and that this order be recorded in the records of said County also as
provided by law.

THIS THE 11th day of March, 19 76.

Bank of Mississippi, Olive Branch, Miss.

Leggy Mitchell

STATE OF MISSISSIPPI

COUNTY OF DESOTO

Personally came and appeared before me, the undersigned authority
of law 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, 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 11th day of

March, A.D. 1976

Bill L. Holcomb

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. 15 day of March 1976, and that the same has
been recorded in Book 197 Page 276 records of REAL ESTATE Trust Deed
of said County.

Witness my hand and seal this the 15 day of March 1976.

Fees \$ 2.50 pd.

SEAL H. P. Ferguson CLERK

ASSIGNMENT OF DEED OF TRUST

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid and other good and valuable considerations, the receipt of all of which is hereby acknowledged, the undersigned, FIRST NATIONAL BANK, Hernando, Mississippi, does hereby sell, convey and assign to JACKSON SAVINGS & LOAN ASSOCIATION, Jackson, Mississippi, that certain deed of trust executed by Murphy Inns, Inc., a Mississippi corporation, et al to William R. Austin, Trustee for the use and benefit of First National Bank, Hernando, Mississippi, securing a note in the principal sum of \$700,000.00, recorded in Book 187 at Page 391 in the records of the Chancery Clerk of Desoto County at Hernando, Mississippi, together with the indebtedness secured thereby.

IN WITNESS WHEREOF, the said FIRST NATIONAL BANK, Hernando, Mississippi, has caused this assignment to be signed by its duly qualified officer this the 12th day of March, 1976.

FIRST NATIONAL BANK

BY: Jack W. Usery, President

STATE OF MISSISSIPPI
COUNTY OF DESOTO

This day personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, Jack W. Usery, who acknowledged to me that he is President of First National Bank, Hernando, Mississippi, and that he signed, executed and delivered the above and foregoing assignment on the day and

year therein mentioned as the act and deed of said Bank, having been first duly authorized so to do.

GIVEN under my hand and official seal, this the 12th day of March, 1976.

Mary K. Waller
NOTARY PUBLIC



STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 4 o'clock 20 minutes P. M. 12 day of Mar. 1976, and that the same has been recorded in Book 197 Page 247 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 15 day of Mar. 1976.

Fees \$ 3.00 pd.

SEAL H. P. Ferguson CLERK

CANCELLED BY AUTHORITY. RECORDED IN BOOK
382 PAGE 256
THIS 19 DAY OF Nov. 19 86
C. P. Ferguson
Chancery Clerk

Deed of Trust

THIS DEED OF TRUST made and entered into on this the 17th day of March, 1976
by and between SOUTHAVEN FIRST UNITED PENTECOSTAL CHURCH, Southaven, Mississippi, an
unincorporated religious society, acting by and through its Trustees
of the first part, hereinafter designated as the GRANTORS; JERRY H. BLOUNT, Trustee, of the
second part, hereinafter designated as TRUSTEE; and CHURCH BUILDING & SAVINGS ASSOCIATION,
(A Mississippi Corporation)
of Jackson, Mississippi, of the third part, hereinafter designated as the BENEFICIARY.

WITNESSETH: That whereas the Grantors are justly indebted to the Beneficiary in the sum of THIRTY-FIVE THOUSAND
AND NO/100 _____ DOLLARS (\$ 35,000.00),
evidenced by one certain promissory note of even date herewith, payable to said Beneficiary;

One promissory note in the face amount of \$35,000.00, with interest thereon from date at the rate of ten percent (10%) per annum. Note is payable to the order of Church Building & Savings Association. Said principal and interest shall be payable, over a fifteen (15) year period, in monthly installments of \$ 376.10 each, commencing on the 18th day of January, 1976, and an installment of \$ 376.10 being due and payable on the 18th day of each and every month thereafter until the principal and interest are fully paid. As payments are made, the interest which has accrued to the time of payment shall be first paid, and the residue of such payments shall be placed to the payment of the principal. Note provides for prepayment and, also, for attorney's fees and all costs in event of default and if the note is placed in the hands of an attorney for collection.

said note or notes bearing interest from _____ date at the rate of 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, lying and being situated in the City or Town of _____ District of DeSoto County, State of Mississippi, and more particularly described as follows, to-wit:

Beginning at a point 22.35 chains West of and 40 feet north of the Southeast Corner of Section 13, Township 1, Range 8, which point is in the North line of State Line Road in the East line of the Burchett property; thence with the North line of State Line Road West 210 feet to a stake; thence North parallel with the East line of the Burchett property 210 feet to a stake; thence East 210 feet to a stake in the East line of the Burchett property; thence South 210 feet to the point of beginning and containing 1 acre, more or less.

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

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

Second: The grantors herein shall pay all taxes and assessments general or special which may be levied or assessed upon the property herein described promptly when the same shall become due, and keep the improvements situated upon said land insured at all times during the continuance of this deed of trust against loss or damage by fire, storm and other hazard for the maximum amount of insurance obtainable or in such amount as may be approved by the beneficiary, in some solvent insurance company or companies authorized to do business in the State of Mississippi and satisfactory to the said beneficiary, with standard mortgage clause attached in favor of said beneficiary, or the legal holder of said note or notes, and shall have the policy or policies of insurance assigned and delivered to the legal holder or holders of the indebtedness secured hereby, and on failure so to do, then the legal holder of the note or notes, or either of them, may 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 indebtedness herein secured, at the option of the legal holder of said indebtedness immediately due and payable. In event of loss or damage to the premises by fire or other hazard, the grantors will give immediate notice by mail to the beneficiary, who may make proof of loss if not made promptly by the grantors, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the beneficiary instead of to the grantors and the beneficiary jointly, and the insurance proceeds or any part thereof, may be applied by the beneficiary at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this Deed of Trust, or other transfer of title to the said premises in extinguishment of the indebtedness secured hereby, all right, title, and interest of the grantors in and to any insurance policies then in force shall pass to the purchaser or grantee.

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

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

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

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

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

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

Ninth: In the event that this deed of trust is subordinate to any other deed of trust or lien of any kind, the beneficiary may, in the event of a default in the performance of any covenant or agreement in the prior deed of trust or in the event of default in payment of any indebtedness secured by any other prior lien when due, at its option declare the entire indebtedness secured by this deed of trust immediately due and payable, or the beneficiary may perform any such defaulted covenant or agreement to such extent as the beneficiary may determine or pay any part of the indebtedness which is in default, with resultant right of subrogation, and the beneficiary shall have a lien for the same with interest at the rate of ten per centum (10%) per annum from date until paid, and the trustee shall have all of the powers of sale or otherwise, in reference to said payment as for default in the payments of the original indebtedness secured by this deed of trust, and the failure to promptly repay the beneficiary and monies so expended, upon demand, shall render the whole indebtedness herein secured, at the option of the legal holder of said indebtedness, immediately due and payable.

Tenth: The beneficiary, or any owner or holder of the note or notes secured hereby, may at pleasure, without giving formal notice to the original or any successor trustee, or to the grantors herein or their vendees of the property herein conveyed, immediate or remote, and without regard to the willingness or inability of any such trustee to act, or to execute this trust, appoint another person or succession of persons to act as trustee herein, and such appointee or substitute shall have all the title, authority and powers in the execution of this trust as are vested in the trustee herein named. If the beneficiary, or the owners or holder of the note or notes secured hereby, be a corporation, such appointment may be made by any of one of its officers or agents. No one exercise of this power of appointment, power of sale, or any other power or right given in this Deed of Trust shall exhaust the right to exercise such power, but all rights and powers herein given may be exercised as often as may be necessary to achieve the perfect security and the collection of the indebtedness secured by this Deed of Trust until said indebtedness is fully paid and discharged.

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

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

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

SOUTHAVEN FIRST UNITED PENTECOSTAL CHURCH

BY: James Sandy
James Sandy
Frank W. Maddox
Frank W. Maddox
Clarence Jackson
Clarence Jackson

Trustees

STATE OF MISSISSIPPI

COUNTY OF DE SOTO

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named James Sandy, Frank W. Maddox and Clarence Jackson, duly authorized and empowered Trustees of Southaven First United Pentecostal Church, Southaven, Mississippi who severally acknowledged that they signed and delivered the above and foregoing deed of trust on the day and year therein mentioned.

Given under my hand and official seal, this the 15th day of March 1976
Sherry G. Gentry
Notary Public

My Commission expires My Commission Expires Dec. 24, 1978

STATE OF MISSISSIPPI

COUNTY OF De Soto

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named James Sandy and Frank W. Maddox & Clarence Jackson who severally acknowledged that they are Trustees and Trustees respectively of Southaven First United Pent Church a corporation, and that for and on behalf of said corporation and as its act and deed, they signed, sealed and delivered the above and foregoing instrument of writing on the day and in the year therein mentioned, they having been first duly authorized so to do.

Given under my hand and official seal, this the 15th day of March 1976
Sherry G. Gentry
Notary Public

My Commission expires My Commission Expires Dec. 24, 1978

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 0 minutes A. M. 15 day of Mar. 1976, and that the same has been recorded in Book 197 Page 249 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 15 day of March 1976.

Fees \$ 5.00 pd.

SEAL H. P. Ferguson CLERK

Assignment of this instrument recorded in
Deed Estate 71 D Book
No. 197 Page 406
This the 19 day of March 1975
W. E. Davis

DEED OF TRUST

THIS DEED OF TRUST is made this 22nd day of December, 1975, among the Grantor,

ELIZABETH WILDER SPRAY (herein "Borrower"),
C. B. Henley (herein "Trustee"),
and the Beneficiary, BAILEY MORTGAGE COMPANY, a corporation
organized and existing under the laws of the State of Mississippi, whose address is
161 East Amite Street, Jackson, Mississippi (herein "Lender").

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

Lot 51, in POINT REGENCY LAKESIDE HOMES, as more fully described in Plat Book 14, Pages 9 and 10, in the Chancery Court Clerk's Office of DeSoto County, Mississippi and being situated in Section 19, Township 1 South, Range 7 West of said County and State.

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

To SECURE to Lender (a) the repayment of the indebtedness evidenced by Borrower's note of even date herewith (herein "Note"), in the principal sum of Thirty-One Thousand Two Hundred-Fifty Dollars, and 186- 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 January 1, 2006; 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
703 PAGE 29
THIS 29th day of April, 1994
W. E. Davis
CHANCERY CLERK
by P. Starks

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 the 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 provided 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 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.

Elizabeth Wilder Spray
Elizabeth Wilder Spray —Borrower

—Borrower

5697 Woodshire Drive
Southaven, Mississippi
Property Address



STATE OF MISSISSIPPI, DeSoto COUNTY ss:
Personally appeared before me, the undersigned attorney in and for said County and State, the within named Elizabeth Wilder Spray who acknowledged that she signed and delivered the foregoing instrument on the day and year therein mentioned.
Given under my hand and seal of office, on this the 22nd. day of December, A.D., 1975

My Commission expires:
12/5/78

Lee V. Hamberlin
Notary Public
Lee V. Hamberlin

STC-33172

Property Address: 5697 Woodshire Drive, Southaven, Mississippi

Person or agency Responsible for payment of taxes:
Bailey Mortgage Company, 161 E. AMATEOS MISSISSIPPI, DeSOTO COUNTY, Mississippi

I certify that the within instrument was

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 8 o'clock 40 minutes A M. 16 day of March 1976, and that the same has been recorded in Book 197 Page 253 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 16 day of March 1976.

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 Bailey Mortgage Company of Jackson,
of Mississippi the beneficiary, does hereby certify that a certain trust deed
bearing date the 16th day of October 1975, made and executed by AMCON International
Inc., of Memphis, Tennessee to
the above named beneficiary, and recorded in the office of the Chancery Clerk of DeSoto
County, in the State of Mississippi in Real Estate Trust Deed Record No. 192 on page 127
of the Record of Trust Deeds, on the 17th day of October A. D. 1975 is now fully paid
and satisfied, and I do hereby authorize the Clerk of the Chancery Court of said DeSoto
County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of
said County also as provided by law.

Bailey Mortgage Company

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

STATE OF MISSISSIPPI, }
~~DeSoto~~ County. } ss.
Hinds

Personally came and appeared before me, the undersigned authority a Notary Public
an officer of Bailey Mortgage Company
in and for County and State aforesaid, Paul J. Salvo, Comptroller, who acknowledged that he signed and
delivered the above and foregoing instrument on the day and date for the purpose therein mentioned.

Given under my hand and seal of office this 10 day of March A. D. 1976

My commission expires: the 31st day of Dec, 1976

Dorice Brown
Notary Public

LAURENCE-BROOKWOOD 57544

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 3 o'clock
00 minutes P M. 15 day of March 1976, and that the same has
been recorded in Book 197 Page 257 records of REAL ESTATE Trust Deed
of said County.

Witness my hand and seal this the 16 day of March 1976.

Fees \$ 2.50 pd.

SEAL H. P. Ferguson CLERK

Assignment of this Instrument Recorded in
Real Estate 71D Book
No. 204 Page 491
This the 4 day of Oct 19 76

CANCELLED BY AUTHORITY RECORDED IN BOOK

524 PAGE 98
THIS 23 DAY OF Oct 19 90

W.E. Davis
Chancery Clerk W. N. Graham, Jr.



DEED OF TRUST LAND

THIS INDENTURE, this day made and entered into between
THOMAS G. COX,

of the first part, hereinafter designated as the Grantor,

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

LEONARD L. BIGGS, and wife, of the third part, hereinafter designated as the Beneficiary.
MARGARET BIGGS,

WITNESSETH: That whereas the Grantor is justly indebted to the beneficiary in the ^{principal} ~~full~~ sum of
THIRTY-NINE THOUSAND FOUR HUNDRED AND NO/100----- DOLLARS
(\$ 39,400.00) evidenced by two promissory notes of even date herewith in favor of
as set forth in said promissory notes
the beneficiary, bearing interest ~~at the rate of XXXXXXXX per annum~~ ^{annum} ~~after~~
, providing for the payment of attorney's fees in case of default and being due

and payable as follows, to-wit: the first promissory note being in the principal amount of FIVE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$5,500.00), due and payable in three (3) monthly installments of principal, the first and second being in the amount of ONE THOUSAND EIGHT HUNDRED AND NO/100 DOLLARS (\$1,800.00) each, and the third and final monthly installment being in the amount of ONE THOUSAND NINE HUNDRED AND NO/100 DOLLARS (\$1,900.00), the first of said monthly principal installments being due and payable on or before the 5th day of April, 1976, and one of said monthly principal installments being due and payable on or before the same day of each consecutive month thereafter, until all of said indebtedness shall be paid in full. The second promissory note being in the principal amount of THIRTY THREE THOUSAND NINE HUNDRED AND NO/100 DOLLARS (\$33,900.00), due and payable in three hundred sixty (360) monthly installments of principal and interest in the amount of TWO HUNDRED FORTY-EIGHT AND 76/100 DOLLARS (\$248.76) each, with the first of said monthly installments being due and payable on or before the 5th day of April, 1976, and one of said monthly installments being due and payable on or before the same day of each consecutive month thereafter, until all of said indebtedness shall be paid in full.

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

NOW, THEREFORE, in consideration of the premises, and the further consideration of Ten Dollars (\$10.00) cash in hand paid by the aforesaid trustee, the receipt of which is hereby acknowledged, the grantor does hereby convey and warrant unto the said trustee, the property situated in the County of DeSoto, in Section Six (6), Township Two (2) South, Range Eight (8) West, State of Mississippi, and more particularly described as follows, to-wit:

Lot 85, Section "A", Hoytte Austin Lake Subdivision, as shown on map or plat thereof recorded in Plat Book 3, Pages 8, 9 and 10, 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.

* The right is reserved to prepay the outstanding principal balance at any time with a penalty of three percent (3%) of the unpaid principal balance if prepaid during the first three (3) years; with no penalty thereafter.

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.

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 the 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 pay said taxes and assessments, or redeem the property from tax sale if it has been sold; and any and all sums paid in procuring said insurance or in paying said taxes or assessments or in redeeming said property from tax sale, together with interest thereon at the rate herein stipulated from the date the same shall have been paid, shall be covered by this conveyance and shall be due and demandable on the date of the maturity of the interest installment which may become due under the terms of this instrument next after such additional items of expense are made or incurred. In case the beneficiary or the owner or holder of said secured notes elects to advance insurance premium and/or taxes, the receipt of an agent of the insurance company or companies in which said insurance is placed shall, with respect to such insurance premiums, be conclusive evidence as between the parties to this conveyance of the amount and fact of payment thereof; and the receipt of the proper public official, shall with respect to the taxes and assessments, aforesaid, be conclusive as between the parties to this conveyance of the amount and validity of said taxes or assessments and of the fact of the payment thereof.

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

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

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

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

IN TESTIMONY WHEREOF, witness the signature of the grantor this the 15th day of March, 1976.

Thomas G. Cox

THOMAS G. COX

STATE OF MISSISSIPPI,
COUNTY OF DESOTO

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

who ~~solely~~ 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 15th day of March, 1976.

My Commission Expires *May 8, 1978*

James M. Lawrence
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 1 o'clock 20 minutes P M. 15 day of March 1976, and that the same has been recorded in Book 197 Page 258 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 16 day of March 1976.

Fee \$ 5.00 pd

H. G. Ferguson

CANCELLED BY AUTHORITY RECORDED IN BOOK

203 PAGE 469
THIS 30 DAY OF Aug 19 76
H. H. Ferguson
CHANCERY CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK

203 PAGE 346
THIS 24 DAY OF August 1976
H. H. Ferguson
CHANCERY CLERK

RETURN TO:
RECORD DATA OF MISS.
SUITE 922-100 N. MAIN
MEMPHIS, TN 38103

0153311688

- 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
51168-B	15		HS/RE-HHC-A	3-09-76
NAME (BORROWER/GRANTOR)		SPOUSE		FINANCE CHARGE
NOAH E BEACH		SARAH M		\$665.79
6136 PINEBROOK		CASH ADVANCE		OFFICIAL FEES
SOUTHAVEN MISS 38671		6571.71		9.00
AGE		ANNUAL PERCENTAGE RATE		TOTAL OF PAYMENTS
20.64 %		20.64 %		12300.00
INSURANCE PREMIUM		NOTE IS PAYABLE IN MONTHLY PAYMENTS, THE FIRST ONE		AMOUNT FINANCED
		OF \$205.00 AND 59 **205.00		7634.21
		FIRST PAYMENT DUE		
		4-15-76		
		FINAL PAYMENT DUE		
		5-15-81		

WHEREAS, the undersigned Grantor, Noah E. Beach and wife Sarah M. Beach

whose address is 6136 Pinebrook, 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 W.K. Agee 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 37, Section A, Brookhollow Subdivision, in Section 24, Township 1 South, Range 8 West, as per plat thereof recorded in Plat Book 7, Page 8, in the Office of the Chancery Clerk of DeSoto County, Mississippi, to which plat reference is hereby made for a more particular description of said lot.

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 245, 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 IN THE
STATE OF MISSISSIPPI
RECORDED OVER BY
MELBA

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 9th day of March, 1976

Noah E. Beach

Noah E. Beach

Sarah M. Beach

Sarah M. Beach

STATE OF MISSISSIPPI

COUNTY OF DeSoto

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

Noah E. Beach & wife Sarah M. Beach

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 9th day of March, 1976.

My commission expires:

My Commission Expires September 7, 1977

D. She [Signature]
NOTARY PUBLIC



All property taxes are to be paid by.

Noah & Sarah Beach
6136 Pinebrook
Southaven, Miss. 38671

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 2 o'clock no minutes P M. 15 day of March 1976, and that the same has been recorded in Book 197 Page 261 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 16 day of March 1976.

Fees \$ 4.50 pd.

SEAL H. H. Ferguson CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK
-219- PAGE 369

THIS 12 DAY OF Dec. 1977
W. W. Agee
CHANCERY CLERK

RETURN TO:
RECORD DATA OF MISS.
SUITE 922-100 N. MAIN
MEMPHIS, TN 38103

1
01N3800069

- 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.	DATE	PREVIOUS ACCOUNT NO.	5.00	HOME ACQUISITION	OR OTHER REF	3-10-76	A	9
NAME (BORROWER/GRANTOR)		SPOUSE		FINANCE CHARGE		OFFICIAL FEE		TOTAL OF PAYMENTS
GARY E. BEAN		PATRICIA A.		2155.00		4.50		7200.50
6115 HINDMAN COVE		CASH ADVANCE		INSURANCE PREMIUM		LIFE		ANNUAL FINANCE
SOUTHAVAN MISS 38671		5039.65		14.99%		4-17-76		3-17-81
AGE	SPOUSE AGE	HOMESITE'S INSURANCE PREMIUM	TWO INSURANCE PREMIUM	APPRAISAL FEE	TITLE EXAMINATION FEE	EARLY CLOSING CREDIT	OTHERS DUE SAME DATE EACH MONTH	

WHEREAS, the undersigned Grantor, Gary E. Bean & wife Patricia A. Bean

whose address is 6115 Hindman Cove, Southaven, Miss, DeSoto County

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 W.W. Agee

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 340, Section D, in Carriage Hills Subdivision, on Section 23, Township 1 South, Range 8 West, as shown by plat recorded in Plat Book 5, Pages 4 & 5 in the office of The Chancery Clerk of said County.

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
POLLE AND SON
RECORD DIVISION
BIRMINGHAM

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

WITNESS the signature of the Grantor, this the 10th day of March, 19 76

Gary E. Bean
Patricia A. Bean

STATE OF MISSISSIPPI

COUNTY OF DeSoto

Personally appeared before me, the undersigned authority of law in and for the jurisdiction aforesaid, the within named Gary E. & wife Patricia A. Bean

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

Given under my hand and official seal this 10th day of March, 19 76

My commission expires:

My Commission Expires September 7, 1973

[Signature]
NOTARY PUBLIC

All property taxes to be paid by:

Gary & Patricia Bean
6115 Hindman Cove
Southaven, Miss. 38671

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 2 o'clock no minutes P M. 15 day of March 1976, and that the same has been recorded in Book 197 Page 264 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 16 day of March 1976.

Fees \$ 4.50 pd.

SEAL H. P. Sugar CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK

253 PAGE 667
THIS 18 DAY OF Dec 19 79

H.H. Ferguson
CHANCERY CLERK

RETURN TO:
RECORD DATA OF MISS.
SUITE 922-100 N. MAIN
MEMPHIS, TN 38103

1	2	3	4	5	6	7	8	9	0

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. 107-0	DUE 1	PREVIOUS ACCOUNT NO.	SECURITY HS/MS-HHC-A	LOAN DATE 3-08-76	8
NAME (Borrower/Grantor) TOM WALLS		FINANCE CHARGE JAN \$ 2137.69		OFFICIAL FEES 9.00	TOTAL OF PAYMENTS 4920.00
6176 PINEBROOK		CASH ADVANCE 2551.91		AMOUNT FINANCED 2782.31	
SOUTHAVEN MISS 38671		ANNUAL PERCENTAGE RATE 25.20 %		NOTE IS PAYABLE IN MONTHLY PAYMENTS. THE FIRST ONE OF \$ 82.00 AND 59** 82.00 4-15-76 3-15-81	
AGE	BORROWER AGE	HOMESOWNER'S INSURANCE PREMIUM None	FIRE INSURANCE PREMIUM None	APPRAISAL FEE None	TITLE EXAMINATION FEE None

WHEREAS, the undersigned Grantor, James Thomas Walls

whose address is 6176 Pinebrook, Southaven, Miss, DeSoto

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 W.W. Agee 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 32, Section A, in Brookhollow Subdivision on Section 24, Township 1 South, Range 8 West, as shown by Plat recorded in Plat Book 7, Page 8, in office of Chancery Clerk of DeSoto County.

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 affect. 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 8th day of March, 19 76

Tom Walls
Jan Walls

STATE OF MISSISSIPPI

COUNTY OF DeSoto

Personally appeared before me, the undersigned authority of law in and for the jurisdiction aforesaid, the within named Tom Walls and wife Jan Walls

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 8th day of March, 19 76.

My commission expires:

My Commission Expires September 7, 1973

D. H. Hill
NOTARY PUBLIC

All property taxes to be paid by,
Tom & Jan Walls
6176 Pinebrook
Southaven, Miss. 38671

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 2 o'clock no minutes P M. 15 day of March 1976, and that the same has been recorded in Book 197 Page 267 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 16 day of March 1976.

Fees \$ 4.50 pd.

SEAL H. H. Ferguson CLERK

H. J. Ferguson
CHANCERY CLERK

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

DEED OF TRUST LAND

THIS INDENTURE, this day made and entered into between

JERRY LEE WILKERSON and wife, EDITH L. WILKERSON,

of the first part, hereinafter designated as the Grantor,

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

FIRST NATIONAL BANK, HERNANDO, MISSISSIPPI,

of the third part, hereinafter designated as the Beneficiary.

WITNESSETH: That whereas the Grantor is justly indebted to the beneficiary in the full sum of THREE THOUSAND NINE HUNDRED SIXTEEN AND 32/100 - - - - - DOLLARS (\$ 3,916.32) evidenced by one (1) promissory note of even date herewith in favor of the beneficiary, bearing interest at the rate of ten (10) per centum per ----- annum after maturity , providing for the payment of attorney's fees in case of default and being due and payable as follows, to-wit:

Forty-Eight (48) equal monthly installments of \$81.59 each, the first installment being due and payable on the 13th day of April, 1976, with a like installment being due and payable on the 13th day of each and every successive month thereafter until paid in full, the final and 48th installment being due and payable on the 13th day of March, 1980.

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

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

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

Lot 169, Section "A", in Brook Hollow Subdivision in 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.

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

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary herein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment of interest as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other covenant herein contained, then and in that event the entire principal sum secured hereby with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, or the owner or holder of said note or notes, be and become at once due and payable, and the trustee herein named, or his successor or successors, shall, at the request of the beneficiary, or at the request of any owner or holder of the note or notes secured hereby, sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid. Such sale shall be made by giving notice of the time, place and terms of sale as required by Section 538 of the Mississippi Code of 1942 and amendments if any thereto, and the trustee shall make deed to the purchaser or purchasers. Should the beneficiary, or the owner or holder of the note or notes secured hereby be a corporation, then in such event a declaration of default to the trustee, and a request for sale hereunder, may be made by any officer thereof. If the land covered hereby is situated in two or more counties, or in two judicial districts of the same county, the trustee may sell the whole in any of the counties, or in either of the judicial districts of a county in which any part of the land lies. Out of the proceeds of sale the trustee shall first pay the cost of advertising and making the sale; and secondly, he shall pay whatever items may have been incurred and remain unpaid in the protection of this security; then he shall pay such of the items of indebtedness secured hereby as may be outstanding in the order of their maturity, and any balance remaining in his hands shall be delivered to the grantor, or to his proper representatives, agents or assigns.

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

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

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

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

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

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

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

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

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

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

IN TESTIMONY WHEREOF, witness the signature of the grantor this the 10th day of March, 1976.

Jerry Lee Wilkerson
Edith L. Wilkerson

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 JERRY LEE WILKERSON and wife, EDITH L. WILKERSON, who severally acknowledged that they

signed and delivered the above and foregoing deed of trust on the day and year therein mentioned.

Given under my hand and official seal, this the 10th day of March, 1976.

My Commission Expires: My Commission Expires Nov. 24, 1979.

(SEAL)

Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 4 o'clock 25 minutes P.M. 15 day of March 1976, and that the same has been recorded in Book 197 Page 270 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 16 day of March 1976.

Fee \$ 5.00 pd

H. G. Ferguson

Appointment of Successor Trustee of this instrument Recorded in Real Estate No
 Book No. 250 Page 315
 This 11 day of Oct 19 79
H. D. 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, March 15, 1976,
 (Date)
 by and between the undersigned _____
JAMES M. SMITH, SR. and wife, MARY B. SMITH,
 residing in DeSoto County, Mississippi, whose post office
 address is 5119 Crestwood Cove in 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>
March 15, 1976	\$23,200.00	8-3/4 per cent (%)	March 15, 2009.

And the note evidences a loan to Borrower, and the Government, at any time, may assign the note and insure the payment thereof pursuant to the Consolidated Farm and Rural Development Act, or Title V of the Housing Act of 1949; And it is the purpose and intent of this instrument that, among other things, at all times when the note is held by the Government, or in the event the Government should assign this instrument without insurance of the note, this instrument shall secure payment of the note; but when the note is held by an insured holder, this instrument shall not secure payment of the note or attach to the debt evidenced thereby, but as to the note and such debt shall constitute an indemnity mortgage to secure the Government against loss under its insurance contract by reason of any default by Borrower.

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

DeSOTO

Lot No. 628, Section "D", Twin Lakes Subdivision, situated in Section 6, Township 2 South, Range 8 West, DeSoto County, Mississippi, according to a map or plat thereof on file and of record in the Office of the Chancery Clerk of said county in Plat Book 10, Pages 32 and 33.

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 M. Smith Sr
James M. Smith, Sr.
Mary B. Smith
Mary B. Smith

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 JAMES M. SMITH, SR. and MARY B. 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 official seal this 15th day of March, 1976.



William H. Hester
(Signature)

NOTARY PUBLIC

(Title)

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 4 o'clock 25 minutes P M. 15 day of March 1976, and that the same has been recorded in Book 197 Page 273 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 16 day of March 1976.

Fees \$ 5.00 pd.

SEAL

H. P. Ferguson
CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK

204 PAGE 234

THE 23 DAY OF Sept 19 76

H. H. Longman
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

WILL D. NEWSOME and wife, LILLIE G. NEWSOME,

of the first part, hereinafter designated as the Grantor,

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

FIRST NATIONAL BANK, HERNANDO, MISSISSIPPI,

of the third part, hereinafter designated as the Beneficiary.

WITNESSETH: That whereas the Grantor is justly indebted to the beneficiary in the full sum of
THIRTY-TWO THOUSAND AND NO/100 - - - - - DOLLARS
(\$ 32,000.00) evidenced by one (1) promissory note of even date herewith in favor of
the beneficiary, bearing interest at the rate of ten (10) per centum per - - - - - annum after
date , providing for the payment of attorney's fees in case of default and being due
and payable as follows, to-wit:

On or before July 1, 1976.

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

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

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

Lot No. 6 of Ridge View Subdivision as shown on plat appearing of record in Plat Book 12, Pages 41-44 in the Land Records of DeSoto County, Mississippi, in the Office of the Chancery Clerk of said county, to which recorded plat reference is made for a more particular description of said lot. Said property is located in Section 26, Township 1 (South), Range 7 West.

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

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary herein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment of interest as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other covenant herein contained, then and in that event the entire principal sum secured hereby with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, or the owner or holder of said note or notes, be and become at once due and payable, and the trustee herein named, or his successor or successors, shall, at the request of the beneficiary, or at the request of any owner or holder of the note or notes secured hereby, sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid. Such sale shall be made by giving notice of the time, place and terms of sale as required by Section 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, 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 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 March, 1976.

Will D. Newsome
 Will D. Newsome
Lillie G. Newsome
 Lillie G. Newsome

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 WILL D. NEWSOME and wife,
LILLIE G. NEWSOME, 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 March, 1976.
 My Commission Expires: Jan. 24, 1979 *Betty J. McIntosh*
 (SEAL) Notary Public



STATE OF MISSISSIPPI, DESOTO COUNTY
 I certify that the within instrument was filed for record at 4 o'clock 25 minutes P M. 15 day of March 1976, and that the same has been recorded in Book 197 Page 277 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 16 day of March 1976.

Fee \$ 5.00

H. H. Ferguson

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 Jerry T. Burnett

of the first part, hereinafter designated as the Grantor,

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

William L. Anderson and
Thomas B. Anderson of the third part, hereinafter designated as the Beneficiary.

WITNESSETH: That whereas the Grantor is justly indebted to the beneficiary in the full sum of Five Thousand and No/100----- DOLLARS (\$5,000.00) evidenced by promissory note of even date herewith in favor of the beneficiary, bearing interest at the rate of 6 1/2 per centum per annum after date, providing for the payment of attorney's fees in case of default and being due and payable as follows, to-wit:

Due and repayable in 48 equal monthly installments of \$118.58 each with the first payment due on or before the 12th day of April, 1976, and one installment on the same 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

County of DeSoto

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

The East half of the Southwest Quarter of Section 16, Township 3 South, Range 6 West, and being the same land conveyed to C. W. Anderson by deed of record in Deed Book 28 page 127 and being the same land left to the Grantors herein under the will of C. W. Anderson as shown of record in Will Book 6, Page 377, Chancery Court Clerk's office, 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 wastes 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 12 day of March 1976

Jerry T. Burnett
Jerry T. Burnett

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 Jerry T. Burnett

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 12 day of March 1976

My Commission Expires: 9-24-79

Debbie C. Peasington
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. 16 day of March 1976, and that the same has been recorded in Book 197 Page 280 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 16 day of March 1976.

Fee \$ 5.00 pd

H. G. Ferguson

FULLY SATISFIED THIS 13 DAY OF November UNITED STATES OF AMERICA
FARMERS HOME ADMINISTRATION BY Ben J. Linton
COUNTY SUPERVISOR, PURSUANT TO AUTHORITY
CONTAINED IN 19 F.R. 74, 75; 20 F.R. 321;
20 E.R. 4175 ATTEN: H.H. Ferguson, Clerk
By D.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, March 12, 1976
(Date)

by and between the undersigned _____

RAYMOND E. HECHLER and wife, SHIRLEY H. HECHLER

residing in Shelby Tennessee
County ~~XXXXXX~~ whose post office

address is 2605 Whitman Road Memphis Tennessee 38112
~~XXXXXX~~

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

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

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

<u>Date of Instrument</u>	<u>Principal Amount</u>	<u>Annual Rate of Interest</u>	<u>Due Date of Final Installment</u>
March 12, 1976	\$23,200.00	8 3/4%	March 12, 2009

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 682, Section "D", TWIN LAKES SUBDIVISION, situated in Section 6, Township 2 South, Range 8 West, DeSoto County, Mississippi, according to a map or plat thereof on file and of record in the Office of the Chancery Clerk of DeSoto County, Mississippi, in Plat Book 10, Pages 32 and 33.

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.

Raymond E. Hechler
RAYMOND E. HECHLER

Shirley H. Hechler
SHIRLEY H. HECHLER

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 RAYMOND E. HECHLER and wife,

~~xxx~~ SHIRLEY H. HECHLER, 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 12th day of March, 1976.



Lee V. Hamberlin
Lee V. Hamberlin (Signature)

Notary Public (Title)

My Commission Expires:

12/5/78

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 8 o'clock 40 minutes A M. 16 day of March 1976, and that the same has been recorded in Book 197 Page 283 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 16 day of March 1976.

Fees \$ 5.50 pd.

SEAL *H. P. Ferguson* CLERK

CANCELLED BY AUTHORITY RECORDED IN ROOM
294 PAGE 237
THIS 17 DAY OF March 1983
H. B. Ferguson
CHANCERY CLERK

This Indenture, made by and between _____

Jack Lawrence Taylor and wife, Betty N. Taylor

party of the first part; Tommy Ramer _____ party of the second part, as Trustee; and

COMMERCIAL AND INDUSTRIAL BANK

party of the third part, WITNESSETH:

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

Lot 1227, Section B of Southaven West Subdivision, in Section 23, Township 1 South, Range 8 West, as per plat thereof recorded in Plat Book 2, Page 48 and 49, in the office of the Chancery Clerk of DeSoto County, Mississippi.

This conveyance is made in trust, however, to secure the payment of \$11,063.64, evidenced by the following promissory notes of even date herewith:

One principal note of even date repayable in Eighty-Four (84) monthly installments in the amount of One Hundred Thirty-One and 71/100 Dollars (\$131.71) each; first of said installments being due and payable on April 3, 1976 and one of such installments on the 3rd of each month thereafter until said debt is paid in full.

and any further sums which the party of the third part, or any holder or holders of the notes hereby secured may advance to take care of taxes, insurance, or 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 subordination clause attached to each policy making said insurance payable in case of loss to the party of the third part at 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 insured, the party of the third part, or his assigns, may effect such insurance and the amount so paid, with interest at the rate of eight per cent per annum from date of payment to date of reimbursement, shall become a part of the indebtedness secured hereby.

NOW, THEREFORE, if the party of the first part shall pay all of the indebtedness secured hereby this conveyance shall be null and void and shall be released at his expense, but if said party of the first part shall fail to pay said notes, or any of them, or any part thereof, or the interest thereon, when due, or shall fail to pay the taxes and special assessments on said property prior to the date of sale thereof for delinquent taxes, or shall fail to pay all items due on account of insurance as provided herein, then all of the indebtedness secured hereby shall, at the option of the holder or holders of said notes, become due and payable, and the party of the first part hereby authorizes and fully empowers said trustee, or any successor in trust, upon any such default so 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, or 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 27th day of February, 1976

[Signature]

Jack Lawrence Taylor
Jack Lawrence Taylor
Betty N. Taylor
Betty N. Taylor

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

Jack Lawrence Taylor and Betty N. Taylor

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 27th day of February, 1976

Diane B. Lindsey
 Notary Public

*C + J Bank
 Box 107
 Memphis, Tenn.*

Divisional Offices
 100 North Main Building
 P.O. Box 3073
 Memphis, Tennessee 38103
 Phone 901-525-4343

DEED

Trustee
 al Bank
 Clerk
 and has been
 Clerk
 guaranteed losses.

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock no minutes A M. 16 day of March 1976, and that the same has been recorded in Book 197 Page 287 records of REAL ESTATE TRUST DEED of said County.

Witness my hand and seal this the 16 day of March 1976.

Fees \$ 3.00 pd.

SEAL H. P. Ferguson CLERK

MFC Form 0017

P-1915

RELEASE OF DEED OF TRUST

STATE OF LOUISIANA
PARISH OF ORLEANS

Loan No. 199184

To the Chancery Clerk of DeSoto County, State of Mississippi:

You are hereby authorized and directed to release and cancel of record a certain deed of trust executed by Edna R. Barkley, a Widow on April 28th, 1969, to secure an indebtedness to The Federal Land Bank of New Orleans in the principal sum of \$ 41,000.00, which said deed of trust is of record in Deed of Trust Book 109, Page 283, of the records in your office.

Witness the corporate signature and seal of The Federal Land Bank of New Orleans on this the 12th day of March, 1976.



THE FEDERAL LAND BANK OF NEW ORLEANS

By: [Signature]
Its Vice President & Treasurer

(SEAL)

ATTEST:

By: [Signature]
Its: (Secretary & Vice President
~~XXXXXXXXXXXXXXXXXXXX~~)

STATE OF LOUISIANA
PARISH OF ORLEANS

Before me, the undersigned Notary Public in and for the Parish and State aforesaid, this day personally appeared Lester L. Jeansonne, Jr. and W. Brian Babin who acknowledged that as Vice President & Treasurer and Vice President & Secretary respectively, of, for and on behalf of and by authority of The Federal Land Bank of New Orleans, a corporation, they signed, sealed and delivered the foregoing instrument on the date thereof as the act of said corporation.

Given under my hand and official seal on this the 12th day of March, 1976.

(SEAL)

[Signature]
Notary Public

My commission expires at death.

CERTIFICATE OF CLERK

STATE OF MISSISSIPPI
COUNTY OF _____

I hereby certify that this instrument was filed for record in my office at _____ o'clock _____ M. on the _____ day of _____, 19____, and duly recorded in Book _____ at page _____

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock no minutes A M. 16 day of March 1976, and that the same has been recorded in Book 197 Page 289 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 16 day of March 1976.

Fees \$ 2.50 pd.

SEAL [Signature] CLERK

o/r s.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 4th day of September 19 70, made and executed by T. L. Davenport and
Ernestine A. Davenport 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. 120 on page 158
of the Record of Trust Deeds, on the 8th day of September, A. D. 19 70, is now fully paid
and satisfied; and I do hereby authorize the Clerk of the Chancery Court of said DeSoto
County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of
said County also as provided by law. This the 15th day of March, 19 76.

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 15th day of March, A. D. 19 76

My Commission Expires Jan 7, 1978

[Signature]
Elois M. Barbee

LAWRENCE-GARDNER CO. 47844

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock
no minutes A M. 16 day of March 1976, and that the same has
been recorded in Book 197 Page 290 records of REAL ESTATE Trust Deed
of said County.

Witness my hand and seal this the 16 day of March 1976.

Fees \$ 2.50 pd.

SEAL [Signature] CLERK

O/R B.J.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 2nd day of March 1971, made and executed by T. L. and
Ernestine Davenport 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. 125 on page 513
of the Record of Trust Deeds, on the 3rd day of March, 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 15th day of March, 1976.

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 15th day of March, A. D. 1976

My Commission Expires Jan. 7, 1978

Elois M. Barbee

LAWRENCE-GREENWOOD 87244

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock
no minutes A M. 16 day of March 1976, and that the same has
been recorded in Book 197 Page 292 records of REAL ESTATE Trust Deed
of said County.

Witness my hand and seal this the 16 day of March 1976.

Fees \$ 2.50 pd.

SEAL H. H. Ferguson CLERK

off pp.

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST

Class C

STATE OF MISSISSIPPI, } ss.
DeSoto County.

KNOW ALL MEN BY THESE PRESENTS: That The Hernando Bank
of Hernando, Mississippi the beneficiary, does hereby certify that a certain trust deed
bearing date the 4th day of December 19 70, made and executed by T. L. and
Ernestine Davenport 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. 123 on page 10
of the Record of Trust Deeds, on the 7th day of December, 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. This the 15th day of March, 19 76.

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 15th day of March, A. D. 19 76

My Commission Expires Jan. 7, 1978

Elois M. Barbee

LAWRENCE-GREENWOOD 27244

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock
no minutes A. M. 16 day of March 1976, and that the same has
been recorded in Book 197 Page 293 records of REAL ESTATE Trust Deed
of said County.

Witness my hand and seal this the 16 day of March 1976.

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 Olive Branch
of Olive Branch, MS the beneficiary, does hereby certify that a certain trust deed
bearing date the 28th day of December 19 70 made and executed by Cleveland Gillespie
and wife, Pattie Gillespie of _____ 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. 123 on page 473
of the Record of Trust Deeds, on the 4th day of January A. D. 19 71, is now fully paid
and satisfied; and I do hereby authorize the Clerk of the Chancery Court of said DeSoto
County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of
said County also as provided by law.

Bank of Mississippi
(Formerly Bank of Olive Branch)

[Handwritten Signature]

STATE OF MISSISSIPPI, }
DeSoto County. } ss.

Personally came and appeared before me, the undersigned authority, A Notary Public
in and for County and State aforesaid, C. W. Kelly who acknowledged that he signed and
delivered the above and foregoing instrument on the day and date for the purpose therein mentioned.



Came under my hand and seal of office this 15th day of March A. D. 19 76

[Handwritten Signature]

My commission expires: Nov. 29, 1979

LAWRENCE-GREENWOOD 27844

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock
no minutes A. M. 16 day of March 1976, and that the same has
been recorded in Book 197 Page 294 records of REAL ESTATE Trust Deed
of said County.

Witness my hand and seal this the 16 day of March 1976.

Fees \$ 2.50 pd.

SEAL H. H. Ferguson CLERK

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST

Class C

STATE OF MISSISSIPPI, }
DeSoto County. } ss.

KNOW ALL MEN BY THESE PRESENTS: That Bank of Olive Branch

of Olive Branch, Mississippi

the beneficiary, does hereby certify that a certain trust deed

bearing date the 1st day of December 19 70, made and executed by E. Forrest Hamilton and

E. W. Trusty, Trustees, Craft Road Baptist Church
and their successors and assigns in office

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. 122 on page 559

of the Record of Trust Deeds, on the 3rd day of December, 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

County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of said County also as provided by law.

Bank of Mississippi
(Formerly Bank of Olive Branch)

[Handwritten Signature]

STATE OF MISSISSIPPI, }
DeSoto County. } ss.

Personally came and appeared before me, the undersigned authority A Notary Public

in and for County and State aforesaid, C. W. Kelly who acknowledged that he signed and

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

Given under my hand and seal of office this 15th day of March, A. D. 19 76



My commission expires: Nov. 29, 1979

[Handwritten Signature]

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock no minutes A. M. 16 day of March 1976, and that the same has been recorded in Book 197 Page 295 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 16 day of March 1976.

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 Olive Branch
of Olive Branch, Mississippi the beneficiary, does hereby certify that a certain trust deed
bearing date the 1st day of December 19 71, made and executed by John M. Buford and
wife, Gertrude Buford of _____ 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. 152 on page 366
of the Record of Trust Deeds, on the 5th day of January, 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
(Formerly Bank of Olive Branch)

W. Kelly

STATE OF MISSISSIPPI, } ss.
DeSoto County.

A Notary Public

Personally came and appeared before me, the undersigned authority _____
in and for County and State aforesaid, P. W. Kelly who acknowledged that he signed and
delivered the above and foregoing instrument on the day and date for the purpose therein mentioned.

Given Under my hand and seal of office this 15th day of March A. D. 19 76



Linda Perry

My commission expires: Nov. 29, 1979

LAURENCE-GREENWOOD 27844

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock
no minutes A M. 16 day of March 1976, and that the same has
been recorded in Book 197 Page 286 records of REAL ESTATE Trust Deed
of said County.

Witness my hand and seal this the 16 day of March 1976.

Fees \$ 2.50 pd.

SEAL H. H. Ferguson CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK

291 PAGE 463
THIS 4 DAY OF Jan. 19 83

H. H. Ferguson
CHANCERY CLERK

This Indenture, made by and between Jess W. Huckaby Jr. and wife Judy D. Huckaby

party of the first part; Thomas Ramer Commercial and Industrial Bank party of the second part, as Trustee; and

party of the third part, WITNESSETH:

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

Lot 633, Section F, Carriage Hills Subdivision in Section 24, Township 1 South, Range 8 west, as per plat thereof recorded in Plat Book 6, page 3 and 4, in the office of the Chancery Clerk of DeSota County, Mississippi to which plat reference is hereby made for a more particular description of said property.

This deed being re-recorded to show the maturity date of note.

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

One principal note of even date repayable in Eighty-Four (84) monthly installments in the amount of Fifty-Five and 05/100 Dollars (55.05 each; first of said installments being due and payable on November 3, 1975 and one of such installments on the third day of each month thereafter until said debt is paid in full.

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

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

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

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

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

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

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

Witness the signature of the party of the first part, on this the 29th day of September 1975

Jess W. Huckaby Jr.
Judy D. Huckaby
Jess W. Huckaby
Judy D. Huckaby

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
Jess W. Huckaby, Jr. and wife Judy D. Huckaby

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

Given under my hand and seal this the 29th day of September, 1975

[Signature]
Notary Public.

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was
filed for record at 10 o'clock and
no minutes A M. 16 day of March
and that the same has been recorded in Book No.
Page 197 records of REAL ESTATE
Trust Deeds of said County.
Witness my hand and seal this
day of 19
FEL 3.00

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock
no minutes A M. 16 day of March 1976, and that the same has
been recorded in Book 197 Page 297 records of REAL ESTATE Trust Deed
of said County.
Witness my hand and seal this the 16 day of March 1976.
Fees \$ 3.00 pd. SEAL *[Signature]* CLERK

Dunbar Cannon, II
5900 Poplar Avenue
Memphis, Tenn. 38138

CANCELLED BY AUTHORITY. RECORDED IN

544 PAGE 13
THIS 11th DAY OF June 19 91

W. E. Davis
Chancery Clerk

W. S. Taylor, S.C.

Assignment of this Instrument Recorded in

Real Estate 1/P Book
No. 299 Page 705

This the 5 day of July 19 83

H. G. Ferguson

DEED OF TRUST

THIS DEED OF TRUST is made this 15th day of MARCH, 1976, among the Grantor, ALBERT McCAMMON and wife, BLANCHE McCAMMON,

Joe M. Hudspeth, (herein "Borrower"),
(herein "Trustee"),
and the Beneficiary, NORTH MISSISSIPPI SAVINGS & LOAN ASSOCIATION, a corporation organized and existing under the laws of The State of Mississippi, whose address is Horn Lake, Mississippi, (herein "Lender").

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

1.50 Acres, more or less, in the Northeast Quarter of Section 28, Township 1 South, Range 7 West, DeSoto County, Mississippi:

BEGINNING at a point 628.1 feet North and 594.0 feet West of the Southeast Corner of the Northeast Quarter of the said Section 28; thence South 84° 40' West along Plumpoint Road a distance of 208.0 feet; thence South 5° 20' East a distance of 289.6 feet; thence North 84° 40' East a distance of 228.0 feet; thence North 5° 20' West a distance of 260.6 feet; thence South 84° 40' West a distance of 20.0 feet; thence North 5° 20' West a distance of 29.0 feet to the Point of Beginning. The directions are magnetic.

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 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 April 1, 1991; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Deed of Trust; and the performance of the covenants and agreements of Borrower herein contained; and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances").

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

Assignment of this Instrument Recorded in
Real Est 7/D Book

335 Page 240
the 3 day of April 19 83

H. D. Ferguson
PS.

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 provisions 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.

Albert M. McCammon
ALBERT McCAMMON —Borrower

Blanche M. McCammon
BLANCHE McCAMMON —Borrower

Route 1, Box 597
Olive Branch, MS 38654
Property Address

STATE OF MISSISSIPPI, DESOTO COUNTY SS:

Personally appeared before me, the undersigned authority in and for said County and State, the within named ALBERT McCAMMON and wife, BLANCHE McCAMMON, who acknowledged that the y signed and delivered the foregoing instrument on the 16 day and year therein mentioned.

Given under my hand and seal of office, on this the 16 day of MARCH, A.D. 1976

My Commission expires: _____
Notary Public



STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 2 o'clock and 35 minutes P. M. 16 day of March 1976 and that the same has been recorded in Book _____

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 2 o'clock 35 minutes P. M. 16 day of March 1976, and that the same has been recorded in Book 197 Page 299 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 17 day of March 1976.

Fees \$ 5.00 pd.

SEAL *H. P. Ferguson* CLERK

S/R B.R.

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST

Class C

STATE OF MISSISSIPPI, }
DeSoto County. }

KNOW ALL MEN BY THESE PRESENTS: That The Hernando Bank
of Hernando, Mississippi the beneficiary, does hereby certify that a certain trust deed
bearing date the 7th day of July 1972, made and executed by Betty Jo Coleman, et al
Joseph Samuel Elcan and assigned
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. 144 on page 610
of the Record of Trust Deeds, on the 7th day of July, A. D. 1972, is now fully paid
and satisfied; and I do hereby authorize the Clerk of the Chancery Court of said
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]
A. S. Ballard, Jr., President

STATE OF MISSISSIPPI, }
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.

Given under my hand and seal of office this 3rd day of February, A. D. 1976

My Commission Expires:

My Commission Expires Jan. 7, 1978

[Signature]
Notary Public

LA 3900-2-6-76 (Rev. 6-7-64)

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 1 o'clock
30 minutes P M. 16 day of March 1976, and that the same has
been recorded in Book 197 Page 303 records of REAL ESTATE Trust Deed
of said County.

Witness my hand and seal this the 17 day of March 1976.

Fees \$ 2.50 pd.

SEAL [Signature] 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 made in 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 338 of the Mississippi Code of 1942 and amendments if any thereto, and the trustee shall make deed to the purchaser or purchasers. Should the beneficiary, or the owner or holder of the note or notes secured hereby be a corporation, then in such event a declaration of default to the trustee, and a request for sale hereunder, may be made by any officer thereof. If the land covered hereby is situated in two or more counties, or in two judicial districts of the same county, the trustee may sell the whole in any of the counties, or in either of the judicial districts of a county in which any part of the land lies. Out of the proceeds of sale the trustee shall first pay the cost of advertising and making the sale; and secondly, he shall pay whatever items may have been incurred and remain unpaid in the protection of this security; then he shall pay such of the items of indebtedness secured hereby as may be outstanding in the order of their maturity, and any balance remaining in his hands shall be delivered to the grantor, or to his proper representatives, agents or assigns.

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

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

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

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

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

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

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

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

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

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

IN TESTIMONY WHEREOF, witness the signature of the grantor this the 16th day of March 19 76

James A. Stanton
 JAMES A. STANTON

Maggie M. Stanton
 MAGGIE M. STANTON

STATE OF MISSISSIPPI,
 COUNTY OF DESOTO

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

JAMES A. STANTON AND WIFE, MAGGIE M. STANTON who severally acknowledged that THEY signed and delivered the above and foregoing deed of trust on the day and year therein mentioned.

Given under my hand and official seal, this the 16th day of March 19 76
 My Commission Expires Jan. 7, 1978
 My Commission Expires: _____
Edwin D. Burke
 Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY
 I certify that the within instrument was filed for record at 10 o'clock
30 minutes A.M. 17 day of March 1976, and that the same has
 been recorded in Book 197 Page 304 records of REAL ESTATE Trust Deed
 of said County.

Witness my hand and seal this the 17 day of March 1976.
 Fees \$ 5.00 pd. SEAL *H. P. Stewart* CLERK

DEED OF TRUST (MONTHLY PAYMENTS)

Frank Gandy

To THE PEOPLES BANK

In consideration of \$10.00, in hand paid I convey and warrant to Robert W. Elliott trustee, the following described property, real or personal, in DeSoto County, State of Mississippi, to wit:

The Northwest Quarter of the Northwest Quarter of Section 36, Township 3 South, Range 6 West, DeSoto County, Mississippi, and being particularly described as beginning at the Northwest Corner of the said Section 36 and running thence South along the West line of said Section 36 for a distance of 1310.0 feet to the Southwest Corner of the Northwest Quarter of the Northwest Quarter of Section 36; thence East along the South line of said Northwest Quarter of the Northwest Quarter of Section 36 for a distance of 1340.0 feet to the Southeast Corner of said Northwest Quarter of the Northwest Quarter of Section 36; thence North along the East line of the Northwest Quarter of the Northwest Quarter of Section 36, for a distance of 1312.0 feet to the Northeast Corner of the said Northwest Quarter of the Northwest Quarter of Section 36; thence West along the North line of said Section 36 for a distance of 1330.0 feet to the point of beginning LESS AND EXCEPT a 2 acre tract lying within the Northwest Quarter of the Northwest Quarter as described in Deed Book No. 72, page 169, in the office of the Chancery Clerk of DeSoto County, Mississippi, in the aggregate containing 38 acres, more or less.

IN TRUST FOR THE FOLLOWING PURPOSES:

I. (A) To secure the payment of the following note or notes in favor of THE PEOPLES BANK of Hinds, Mississippi, dated even herewith and due as follows: In 15 monthly payments of \$ 1,000.00 each and one payment of \$ 1,144.70 the first payment being due on the 15th day of April 1976 and one payment to become due on the 15th day of each month thereafter until said note or notes are paid in full. Failure to pay any one of the payments named herein when due matures the entire unpaid balance at the option of the payee or holder.

Bearing interest at the rate of 9 per cent per annum from Maturity together with attorney's fees as therein provided.

(B) Also, to secure any other indebtedness heretofore, now or hereafter (within the period of four years from the date hereof) contracted with either the payee in, or the holder of the above described note or notes by the grantor or grantors herein or either of them, whether such other indebtedness be evidenced by note, open account, overdraft, or any other manner whatsoever, including also any indebtedness of any grantor made as joint maker, surety, endorser, or guarantor.

(C) Also, to secure any amount paid out or contracted to be paid, by the payee 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 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, theft, 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 payee in said note or notes (or the holder of the indebtedness secured by this deed of trust), whether such collaterals are pledged to secure the indebtedness well as the proceeds of same may be applied by the payee in said note or notes or the holder of the indebtedness described in this deed of trust, as deem to their best interest and their election.

IV. If the trustee or the owner or owners of said note or notes should at any time believe any of the property herein conveyed endangered as security by remaining in the 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, 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. If the entire indebtedness is at any time declared due and payable by the trustee or owner or owners of said note or notes in the manner as herein provided, or if said grantor or grantors should make default in any one or more of the obligations and conditions undertaken by them herein, then said Trustee shall take possession of said property and sell the same, or a sufficient thereof to pay said indebtedness, at public outcry for cash to the highest bidder, such sale to be advertised and made in the manner 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 so 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 Trustee's fee of five per cent upon the amount realized and the expenses of executing this trust.

V. The beneficiary in this deed of trust, the payee in said note or notes, or any owner or owners of the indebtedness secured by this deed of trust, at any time that they, or any of them, may so desire, may appoint another trustee in the place of the one herein appointed, or any successor to the one herein named; but if there be one or more owners of said indebtedness and they should disagree as to who should be appointed trustee, then the one making the first appointment and filing same with the Clerk of the Chancery Court of the County, where said property or any part thereof is situated, shall be deemed to have acted for all, and such appointment shall be legal and binding; should the beneficiary, payee in said note or notes, or the owner or owners of the indebtedness secured hereby be a banking corporation, then the appointment of a substituted trustee, as herein provided, may be made by such banking corporation acting through its president, vice president or cashier; 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 if the beneficiary herein, the payee in said note or notes, or the owner or holder of the indebtedness secured thereby should die, then his executor or administrator may make such substitution as herein provided; and any such trustee, substituted as herein provided shall have all the powers of said original trustee.

VI. Should the Trustee take possession of the property herein conveyed, such Trustee may without any 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 rents, issues and profits arising therefrom, and in order to effectually carry out this purpose, it is agreed and understood that said Trustee or his successor and the beneficiaries under this Deed of Trust 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 successor may be appointed as such receiver and until so appointed, he may act in all matters in connection with the property and right hereunder conveyed as if he were a trustee subject to all terms and conditions of this trust properly appointed by decrees 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 _____ Trust Deed Book No. _____ at page _____ of the records of _____ County, Mississippi, and is in no way intended to void said deed of trust or impair the security thereof.

Witness My signatures, this the 16th day of March 1976

WITNESSES

STATE OF MISSISSIPPI,
COUNTY OF TIPPAH

Personally appeared before me, the undersigned Authority in and for said county and State, the within named Frank Gandy who acknowledged that He signed and delivered the foregoing Trust Deed on the date named.



Given under my hand and seal of office, this 16th day of March 1976

[Signature] Notary Public
My Commission Expires May 29, 1978

Personally appeared before me, the undersigned _____ in and for said County and State _____ one of the subscribing witnesses to the foregoing instrument, who, being first duly sworn, deposed and saith that he saw the within named _____ whose name is subscribed thereto, sign and deliver the same to the said _____; that he, this affiant, subscribed his name as a witness thereto in the presence of the said _____ and that he saw _____ the other subscribing witnesses sign the same in the presence of the said _____ and that the witnesses signed in the presence of each other, on the day and year therein mentioned.

Sworn to and subscribed before me this the _____ day of _____ 19____

(SEAL)

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 March 1976, and that the same has been recorded in Book 197 Page 307 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 17 day of March 1976.

Fees \$ 3.00 pd.

SEAL [Signature] CLERK

Trustee	County	filed for	M.	on	is	and	my office	of	Clerk
					17				
					19				

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

Herman Bowers and wife, Mabel L. Bowers
to G. L. Oates , Trustee for the use and benefit of Wortman &
Mann, Inc. beneficiary on the 12th day of January, 1976 encumbering
certain lands in the County of DeSoto , State of Mississippi,
which said Deed of Trust is recorded in Book 195 at Page 251
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 \$ 39,750.00 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 15th day of March, 1976

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 15th day of
March, 1976

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. 17 day of March 1976, and that the same has
been recorded in Book 197 Page 309 records of REAL ESTATE Trust Deed
of said County.

Witness my hand and seal this the 17 day of March 1976.
[Signature] CLERK
Fees \$ 2.50

310

RELEASE OF DEED OF TRUST

The undersigned, as owner and holder of that certain note evidenced by a deed of trust, executed by RAYMOND T. WILSON to BARRY BRIDGEFORTH REALTY, INC., Beneficiary, dated the 4th day of April, 1975, recorded at Trust Deed Book 184, Page 498 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 Raymond T. Wilson 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 8th day of March, 1976

BARRY BRIDGEFORTH REALTY, INC.
BY: [Signature]
K.N. Able

STATE OF MISSISSIPPI)
COUNTY OF DESOTO)

Personally appeared before me a Notary Public, the undersigned Betty W. McEntosh, in and for the said County, the within named Barry Bridgeforth of Barry Bridgeforth Realty, Inc. and K.N. Able who acknowledged that the y signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and seal this 8 day of March, 1976

My Commission Expires:
Jan. 24, 1979

STC-33748

Betty W. McEntosh
Notary Public
THIS INSTRUMENT PREPARED BY:
Lee V. Hamberlin, Attorney
5865 Ridgeway Parkway #104
Memphis, Tennessee 38138

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 March 1976, and that the same has been recorded in Book 197 Page 310 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 17 day of March 1976.

Fees \$ 2.50 pd.

SEAL H. P. Ferguson CLERK

AUTHORITY TO CANCEL

TO THE CHANCERY CLERK OF DeSoto COUNTY, MISSISSIPPI

You are hereby authorized and requested to enter satisfaction of and cancel of record a certain Real Estate Trust Deed executed by Laban E. Armistead and wife, by Lenna J. Armistead to FIRST NATIONAL BANK OF MEMPHIS

and recorded on Page 313 of Book Number 104 of the Record of Deeds or Deeds of Trust in your office.

This 11 day of March, 19 76.

THE FIRST NATIONAL BANK OF MEMPHIS

By 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 11 day of March, AD, 19 76.

Notary Public seal and signature of James Stuart

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 March 1976, and that the same has been recorded in Book 197 Page 311 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 17 day of March 1976. Fees \$ 2.50 pd.

SEAL H. N. Ferguson CLERK

THIS 31 DAY OF Oct. 19 83

H. D. Ferguson
CHANCERY CLERK

FOR REAL ESTATE, CHATTEL OR BOTH

Cecil Stegall, et ux

To { DEED OF TRUST

Security Bank of
Hernando

THIS INDENTURE, Made this 5th day of March 19 76
between Cecil Stegall and wife, Nancy E. Stegall

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

WITNESSETH, That whereas, said parties of the first part, being indebted to the said party of the second part in the sum of Eleven Thousand Six Hundred Seventy Dollars (\$11,670.00) evidenced by a promissory note of even date, bearing 10% interest from date, due and repayable in 60 equal monthly installments of \$270.41 each, first of said installment shall be due April 1, 1976 and one installment due each succeeding month thereafter until paid in full with each installment to be applied first toward accrued interest and the balance to the reduction of principal

and any further amount that the party of the second part may furnish the party of the first part during the year 1976 and the party of the first part having agreed to secure the prompt payment of the same when due. Therefore, in consideration of the premises, and of the sum of One Dollar to the party of the first part paid by George S. McIngvale Trustee, the party of the first part 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, and all the crops of every kind to be grown by the party of the first part on the land that may be cultivated, or cause to be cultivated, or land to be used and all farming implements of every kind and

Beginning at a point in a gravel drive in the northeast quarter of Section 30, Township 3, Range 8 West, said point being 150.6 feet east of the center point of said Section; thence North 5 degrees 2 minutes West 1246.26 feet to a point in the south line of the Crawford tract; thence North 83 degrees 27 minutes east along the south line of said Crawford tract 518.1 feet to a point; thence south 3 degrees 52 minutes east 631.56 feet to a point on the north line of the Betts Tract; thence South 84 degrees 30 minutes West along the north line of said Betts Tract 322.9 feet to a point; thence South 5 degrees 02 minutes east along the west line of said Betts Tract 629.6 feet to a point; thence South 86 degrees 08 minutes West 182.4 feet to the point of beginning and containing 10.0 acres, more or less LESS AND EXCEPT 1/2 mineral (undivided) interest reserved by H. N. Crawford as shown by Deed of record in Deed Book 36, Page 304 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 indebtedness shall have the right to pay all or any part of the said indebtedness before maturity without penalty.

Should the Trustee at any time believe said property, or any part thereof, endangered as a security for said debt, he may then forthwith take 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 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 conferred, the parties of the second part, its assigns or legal representatives, can at any time appoint a Trustee to act in his stead.

Witness our signature on the date written above.
Cecil Stegall
Nancy E. Stegall

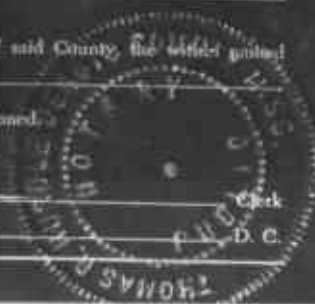
STATE OF MISSISSIPPI, DeSOTO COUNTY.

Personally appeared before me the undersigned authority of said County, the world being known to me 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 5 day of March 19 76

My Commission Expires: 9/22/77

Notary Public



STATE OF MISSISSIPPI, DeSOTO COUNTY.

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 05 minutes A.M. 17 day of March 1976, and that the same has been recorded in Book 197 Page 312 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 17 day of March 1976.

Fees \$ 2.50 pd.

SEAL H. D. Ferguson CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK
267 PAGE 384
THIS 23 DAY OF Dec. 1980
H. D. Ferguson
CHANCERY CLERK

FOR REAL ESTATE, CHATTEL OR BOTH

J. D. Raines, et ux
To { DEED OF TRUST
Security Bank of Hernando

THIS INDENTURE, Made this 10 day of March 19 76
between J. D. Raines and wife, Bessie L. Raines

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

WITNESSETH, That whereas, said part ies of the first part, being indebted to the said part of the second part in the sum of Five Thousand Nine Hundred Seventy-Six Dollars & 60/100 (\$5,976.60) evidenced by a promissory note of even date, bearing 10% interest from maturity, due and repayable in 60 equal monthly installments of \$99.61 each, first of said installments shall be due April 15, 1976 and one installment due each succeeding month thereafter until paid in full

and any further amount that the party of the second part may furnish the party of the first part during the year 19... not in excess... Therefore, in consideration of the premises, and of the sum of One Dollar to the part ies of the first part paid by George S. McIngvale Trustee, the part ies of the first part have this day granted, bargained, and sold to the said Trustee the following described property, located in the County of DeSoto, and state of Mississippi, viz: All of the agricultural products of every kind that... on land, and all the crops of every kind to be grown by... on the land that... farming implements of every kind and

Lot #4 A. E. Allison Subdivision, containing 3 acres more or less, located in the part of the Southwest Quarter of Section 20, Township 2 South, Range 6 West, DeSoto County, Mississippi, recorded plat in Warranty Deed Book 86, Page 540 Chancery Court Clerk's Office, DeSoto County Plat Book 7, Pages 40-41.

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

Should the Trustee at any time believe said property, or any part thereof, endangered as a security for said debt, he may then forthwith take possession of said property and sell the same as herein below directed. Should the part ies of the first part promptly pay the above stated indebtedness on or before the maturity date thereof 19... then this instrument to be void, but in default thereof the said Trustee shall take possession of said property, and after giving notice of the time, place and terms of sale, by advertisement according to law in DeSoto County, shall sell the same at public auction, to the highest bidder for cash, at such time and place as he shall designate in said advertisement. The proceeds of said sale shall be applied to the payment of said indebtedness and all costs incurred herein, and if there be a surplus, such surplus shall be refunded to the part ies of the first part. In case of failure or inability on the part of said Trustee to execute the trust herein confided, the part y of the second part its assign or legal representatives, can at any time appoint a Trustee to act in its stead.

Witness our signature & the date written above.
Witness: J. D. Raines, Bessie L. Raines

STATE OF MISSISSIPPI, DeSOTO COUNTY.
Personally appeared before me, the undersigned authority of said County, the within named J. D. Raines and wife, Bessie L. Raines 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 10 day of March 19 76

My Commission Expires: 9/22/79 (SEAL) By: [Signature]



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

STATE OF MISSISSIPPI, DeSOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock 05 minutes A M. 17 day of March 1976, and that the same has been recorded in Book 197 Page 313 records of REAL ESTATE Trust Deed of said County.
Witness my hand and seal this the 17 day of March 1976.

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

422793

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

Reference: _____

DEED OF TRUST

This Indenture made and entered into this 5th day of March
by and between

JOAN HANKINS AND LINDA A. HANKINS as joint tenants

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 DESOTA COUNTY Mississippi, to-wit:

Lot 282, Section B, Revised, in Greenbrook Subdivision on Section 19, Township 1 South, Range 7 West, as shown by the plat recorded in Plat Book 8, Pages 51 and 52, in the office of the Chancery Clerk of said County.

TO HAVE AND TO HOLD, the abovescribed real estate, together with all the hereditaments 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 abovescribed 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 thereto 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** or the holder of the notes

hereinafter mentioned, in the sum of THREE THOUSAND NINETY TWO & 40/100

Dollars, evidenced by one promissory note of even date herewith executed by the party of the first part in the amount of \$ 3,092.40 payable

to the order of **THE FIRST NATIONAL BANK OF MEMPHIS** in 36 installments of \$85.90 each, the first of said installments being due and payable

and the remainder of said installments being due and payable on the _____ 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 abovescribed 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, if other than 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 acquaintance 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.

Joan Hankins
Joan Hankins
Linda A. Hankins
Linda A. Hankins

STATE OF TENNESSEE, COUNTY OF SHELBY:

Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared
Joan Hankins and Linda A. Hankins, joint tenants

person(s) described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

WITNESS my hand and Notarial Seal at office this 7 day of March

My commission expires 11/27/77

Alma L. Leonard
Alma L. Leonard
Notary Public

STATE OF TENNESSEE, COUNTY OF SHELBY:

Before me, the undersigned Notary Public in the State and County aforesaid, personally appeared _____ with whom I am personally acquainted and who, upon oath, acknowledged himself to be the _____ President of _____ the within named

bargainor, a corporation, and that he as such _____ President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such _____ President.

WITNESS my hand and Official Seal at office this _____ day of _____ 19____

My commission expires _____ Notary Public

DEED OF TRUST

RECORDING DATA ONLY

Mail Tax Bills to (Person or Agency responsible for payment of taxes):

State Tax \$ _____
Register's Fee \$ 0.50
Recording Fee \$ _____

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 March 1976, and that the same has been recorded in Book 197 Page 314 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 17 day of March 1976

Fees \$ 3.00 pd.

SEAL: *H. P. Ferguson*
H. P. Ferguson CLERK

o/c B.R.

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST

Class C

STATE OF MISSISSIPPI, }
DeSoto County, } ss.

KNOW ALL MEN BY THESE PRESENTS: That THE HERNANDO BANK
of Hernando, Mississippi, the beneficiary, does hereby certify that a certain trust deed
bearing date the 12th day of March 19 75, made and executed by ALBERT METTS and wife,
VIRGINIA D. METTS of Hernando, Mississippi to WILLIAM W. BALLARD,
Trustee for
the above named beneficiary, and recorded in the office of the Chancery Clerk of DeSoto
County, in the State of Mississippi in Real Estate Trust Deed Record No. 183 on page 628
of the Record of Trust Deeds, on the 12th day of March A. D. 19 76, 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 16th day of March, 1976.

THE HERNANDO BANK

BY: [Signature]
A. S. BALLARD, JR. - President

STATE OF MISSISSIPPI, }
DeSoto County, } ss.

Personally came and appeared before me, the undersigned authority Notary Public
in and for County and State aforesaid, A. S. BALLARD, JR., President, who acknowledged that he signed and
delivered the above and foregoing instrument on the day and date for the purpose therein mentioned for and on behalf
being first duly authorized and empowered by said Bank to so do. of THE HERNANDO BANK,

Given under my hand and seal of office this 16th day of March A. D. 19 76.

My Commission Expires Jan. 7, 1978

[Signature]

NOTARY PUBLIC

LAWRENCE-GREENWOOD 273-44

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 March 1976, and that the same has
been recorded in Book 197 Page 316 records of REAL ESTATE Trust Deed
of said County.

Witness my hand and seal this the 17 day of March 1976.
Fees \$ 2.50 pd.

SEAL [Signature] CLERK

Josley White Mc Clea
P.O. Box 188
Sardis 38671
P.O. Box 188

O.P.A.R.
L.P.R. R.H.

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 26th day of May 19 75 made and executed by Hermie H. Adams, Sr.
and wife Evelyn D. Adams of _____ to The Hernando Bank
the above named beneficiary, and recorded in the office of the Chancery Clerk of DeSoto
County, in the State of Mississippi in Real Estate Trust Deed Record No. 186 on page 139
of the Record of Trust Deeds, on the 26th 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 16th day of March, 19 76

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 16th day of March, A. D. 19 76

My Commission Expires Jan. 7, 1978

Elois M. Barbee

LAWRENCE-GREENWOOD 27244

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 March 1976, and that the same has
been recorded in Book 197 Page 317 records of REAL ESTATE Trust Deed
of said County.

Witness my hand and seal this the 17 day of March 1976.

Fees \$ 2.50 pd.

SEAL H. P. Ferguson CLERK

318

CANCELED BY AUTHORITY RECORDED IN BOOK

247 PAGE 82

6 DAY OF Aug 1976

H. H. Ferguson CHANCERY CLERK

FOR REAL ESTATE, CHATTEL OR BOTH

John W. Scott, et ux

To { DEED OF TRUST The Hernando Bank

THIS INDENTURE, Made this 10th day of March 1976 between John W. Scott and wife, Linda B. Scott

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

WITNESSETH, That whereas, said part ies of the first part, being indebted to the said party of the second part in the sum of Six Thousand Five Hundred Twenty-Three Dollars

& 20/100 (\$6,523.20) evidenced by a promissory note of even date, bearing 10% interest from maturity, due and repayable in 48 monthly installments of \$135.90 each, first of said installments shall be due the day of 1976 and one installment due each succeeding month thereafter until paid in full

and any further amount that the party of the second part may furnish the party of the first part during the year 1976... Therefore, in consideration of the premises, and of the sum of One Dollar to the part ies of the first part bargained, and sold to the said Trustee the following described property, located in the County of DeSoto, and state of Mississippi, viz: All of the agricultural products of every kind that...

Lot 5, Part A, Red Oaks Subdivision as shown of record in Plat Book 12, Pages 51-53 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 10, Township 2, Range 8.

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

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

Witness OUR signature B the date written above. John W. Scott Linda B. Scott

STATE OF MISSISSIPPI, DeSOTO COUNTY. Personally appeared before me the undersigned authority John W. Scott and wife, Linda B. Scott 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.

Clean under my hand and official seal, this 10th day of March 1976. My Commission Expires: (SEAL) Barbara J. Crewshaw Clerk Notary Public D. C.

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

STATE OF MISSISSIPPI, DeSOTO COUNTY. I certify that the within instrument was filed for record at 11 o'clock 55 minutes A.M. 17 day of March 1976, and that the same has been recorded in Book 197 Page 318 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 17 day of March 1976. Fees \$ 2.50 pd. SEAL H. H. Ferguson CLERK

The Release of the Deed of Trust
has not been requisitioned.

Assignment of this instrument Recorded in
Real Estate T1D Book
No. 197 Page 452
This the 22 day of March 19 76
H. J. Ferguson Clerk

319

Jerry Masey, D.P.
N. Miss. Banking Co. Assn.
H. J. Ferguson
Chancery Clerk
By: J. E. Davis, D.C.

DEED OF TRUST

ARCHIE H. ATWELL AND WIFE, VERA ATWELL 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 574, 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 Eight Hundred Dollars and No Cents Dollars
(\$ 5,800.00), bearing interest at the rate of 10 per centum
per annum after date, providing for the payment of attorney's fees in case
of default and being due and payable as follows, to-wit:

Monthly installments of \$ 76.66 each beginning the 1st day of
April, 197 6, with a like installment due and payable on
or before the 1st day of each succeeding month thereafter until paid
in full.

(B) Also any amount paid out or contracted to be paid, by the holder
of said indebtedness to protect the property herein described or the title thereto,
including insurance, taxes, assessments, and any other liens or charges. All
such additional indebtedness or advances, when not otherwise specified by contract
to bear ten (10) per cent interest from date made, and due on demand.

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

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

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

Assignment of this Instrument Recorded in
Real Estate T1D Book
No. 259 Page 293
This the 20 day of May 19 80
H. J. Ferguson Clerk

IV. If said grantor or grantors should make default in any one or more of the obligations and conditions undertaken by them herein; or if the Trustee or owner or owners hereof should at any time believe any of the property herein conveyed endangered as security by remaining in grantor's possession; or if the grantors or either of them, should be adjudged a bankrupt under either the Federal Bankruptcy Laws, or the State Insolvency Laws, then the owner or owners of said indebtedness, or any part thereof, shall have the right to declare the entire indebtedness of every kind secured by this deed of trust due and payable, and said Trustee shall take possession of said property and sell the same, or a sufficiency thereof to pay said indebtedness, at public outcry for cash to the highest bidder, such sales to be advertised and made in the manner sales of like property are required by law to be advertised and made under execution, but the Trustee shall have the right to fix a day of sale other than the day fixed by law for execution sales; and in case said property is situated in more than one county, the sale may be made in either county at his discretion, but shall be advertised in all counties where situated; and in case of personal property too cumbersome to move, then such sale may be made without the presence of such property, or on the premises where the same may be situated at the discretion of the trustee. Out of the proceeds of the sale the trustee shall pay all the indebtedness of every kind secured by this deed of trust, including a reasonable trustee's fee and the expenses of executing this trust.

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

VI. Should the trustee take possession of the property herein conveyed, such trustee may without court proceedings, enter upon and take possession of said property and he shall have the right to the management, control and collection of said property as well as the rents, issues, and profits arising therefrom and in order to effectually carry out this purpose, said trustee or his successors and the beneficiaries under this deed of trust it is agreed and understood, will be entitled to have a receiver appointed by order of any court of competent jurisdiction, which receiver may be appointed as a matter of right and without any further notice and the trustee herein or his successors may be appointed as such receiver and until so appointed, he may act in all matters in connection with the property and rights hereunder conveyed as if he were a trustee subject to all the terms and conditions of this trust properly appointed by decree of court.

WITNESS our signatures, this the 15th day of February, 1976.

X Archie H. Atwell
 ARCHIE H. ATWELL
 X Vera Atwell
 VERA ATWELL

STATE OF MISSISSIPPI
 COUNTY OF DESOTO

Personally appeared before me, a notary public in and for said county and state, the above named ARCHIE H. ATWELL AND WIFE, VERA ATWELL, who acknowledged that they signed, sealed, and delivered the foregoing Trust Deed on the date named.

GIVEN under my hand and seal of office, this the 15th day of February, 1976.

Virginia M. Wiley
 NOTARY PUBLIC

My commission expires:

My Commission Expires February 20, 1980

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 1 o'clock 35 minutes P. M. 17 day of March 1976, and that the same has been recorded in Book 197 Page 319 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this 18 day of March 1976.

Fees \$ 3.50

H. H. Ferguson

DEED OF TRUST

James Harvie Bramlett and/or Edna L. Bramlett (Wife) to BRIDGETOWN, INC., A Mississippi Corporation.

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

Lot 286 Section B, Bridgetown Subdivision, as shown on plat recorded in Plat Book 14, Pages 38-44, 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 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 April, 1976, 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 11th day of February, 1976.

James Harvie Bramlett
James Harvie Bramlett
Edna L. Bramlett
Edna L. Bramlett

STATE OF MISSISSIPPI
COUNTY OF DESOTO

Personally appeared before me, a notary public in and for said county and state, the above named James Harvie Bramlett and Wife, Edna L. Bramlett, 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 11 day of February, 1976.

Virginia M. Wiley
NOTARY PUBLIC

My commission expires:

My Commission Expires February 20, 1980

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 1 o'clock 35 minutes P. M. 17 day of March 1976, and that the same has been recorded in Book 197 Page 321 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this 18 day of March 1976.

Fees \$ 3.50

H. P. Ferguson

Assignment of this Instrument Recorded in
 Real Estate 714 Book 323
 No. 197 Page 430
 This the 22 day of March 1976
 H. G. Ferguson
 CHANCERY CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK
 367 PAGE 631
 DAY OF June 1976
 H. G. Ferguson
 CHANCERY CLERK

Assignment of this Instrument Recorded in
 Real Estate 714 Book
 No. 899 Page 705
 This the 5 day of July 1983
 H. G. Ferguson

DEED OF TRUST

Jeffery A. Brooks and/or Laura D. Brooks (Wife) to BRIDGETOWN, INC., A Mississippi Corporation.

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

Lot 159 Section B, Bridgetown Subdivision, as shown on plat recorded in Plat Book 14, Pages 38-44, 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 Four Thousand Five Hundred Dollars and No Cents Dollars (\$ 4,500.00), bearing interest at the rate of 10 per centum per annum after date, providing for the payment of attorney's fees in case of default and being due and payable as follows, to-wit:

Monthly installments of \$ 59.47 each beginning the 1st day of May, 1976, with a like installment due and payable on or before the 1st day of each succeeding month thereafter until paid in full.

(B) Also any amount paid out or contracted to be paid, by the holder of said indebtedness to protect the property herein described or the title thereto, including insurance, taxes, assessments, and any other liens or charges. All such additional indebtedness or advances, when not otherwise specified by contract to bear ten (10) per cent interest from date made, and due on demand.

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

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

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

IV. If said grantor or grantors should make default in any one or more of the obligations and conditions undertaken by them herein; or if the Trustee or owner or owners hereof should at any time believe any of the property herein conveyed endangered as security by remaining in grantor's possession; or if the grantors or either of them, should be adjudged a bankrupt under either the Federal Bankruptcy Laws, or the State Insolvency Laws, then the owner or owners of said indebtedness, or any part thereof, shall have the right to declare the entire indebtedness of every kind secured by this deed of trust due and payable, and said Trustee shall take possession of said property and sell the same, or a sufficiency thereof to pay said indebtedness, at public outcry for cash to the highest bidder, such sales to be advertised and made in the manner sales of like property are required by law to be advertised and made under execution, but the Trustee shall have the right to fix a day of sale other than the day fixed by law for execution sales; and in case said property is situated in more than one county, the sale may be made in either county at his discretion, but shall be advertised in all counties where situated; and in case of personal property too cumbersome to move, then such sale may be made without the presence of such property, or on the premises where the same may be situated at the discretion of the trustee. Out of the proceeds of the sale the trustee shall pay all the indebtedness of every kind secured by this deed of trust, including a reasonable trustee's fee and the expenses of executing this trust.

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

VI. Should the trustee take possession of the property herein conveyed, such trustee may without court proceedings, enter upon and take possession of said property and he shall have the right to the management, control and collection of said property as well as the rents, issues, and profits arising therefrom and in order to effectually carry out this purpose, said trustee or his successors and the beneficiaries under this deed of trust it is agreed and understood, will be entitled to have a receiver appointed by order of any court of competent jurisdiction, which receiver may be appointed as a matter of right and without any further notice and the trustee herein or his successors may be appointed as such receiver and until so appointed, he may act in all matters in connection with the property and rights hereunder conveyed as if he were a trustee subject to all the terms and conditions of this trust properly appointed by decree of court.

WITNESS our signatures, this the 21st day of February, 1976.

Jeffery A. Brooks
Jeffery A. Brooks
Laura D. Brooks
Laura D. Brooks

STATE OF MISSISSIPPI
COUNTY OF DESOTO

Personally appeared before me, a notary public in and for said county and state, the above named Jeffery A. Brooks and/or Laura D. Brooks (Wife) who acknowledged that they signed, sealed, and delivered the foregoing Trust Deed on the date named.

GIVEN under my hand and seal of office, this the 21st day of February, 1976.

Virginia M. Wiley
NOTARY PUBLIC

My commission expires:
My Commission Expires February 29, 1980

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 1 o'clock 35 minutes P. M. 17 day of March 1976, and that the same has been recorded in Book 197 Page 323 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this 18 day of March 1976.
Fees \$3.50
H. P. Ferguson

325

DEED OF TRUST

James G. Coughlin and/or Katharine Coughlin (Wife) to BRIDGETOWN, INC., A Mississippi Corporation.

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

Lot 266 Section B, Bridgetown Subdivision, as shown on plat recorded in Plat Book 14, Pages 38-44, 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 Four Thousand Five Hundred Dollars and No Cents Dollars (\$ 4,500.00), bearing interest at the rate of 10 per centum per annum after date, providing for the payment of attorney's fees in case of default and being due and payable as follows, to-wit:

Monthly installments of \$ 59.47 each beginning the First day of May 1st, 1976, 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.

Assignment of this Instrument Recorded in
Real Estate Book
No. 309 Page 418
This the 5 day of Jan 19 84
N. S. Ferguson Clerk

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 1st day of March, 1976.

James G. Coughlin
James G. Coughlin
Katharine M. Coughlin
Katharine Coughlin

STATE OF MISSISSIPPI
COUNTY OF DESOTO

Personally appeared before me, a notary public in and for said county and state, the above named James G. Coughlin and/or Katharine Coughlin (Wife), who acknowledged that they signed, sealed, and delivered the foregoing Trust Deed on the date named.

GIVEN under my hand and seal of office, this the 1st day of March, 1976.

Dolores M. Smith
NOTARY PUBLIC

My commission expires:

Jan. 29, 1980



STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 1 o'clock 35 minutes P.M. 17 day of March 1976, and that the same has been recorded in Book 197 Page 325 records of REAL ESTATE Trust Deed of said county.

Witness my hand and seal at 18 March 1976.

Fees \$ 3.50

H. P. Ferguson

Paid, Satisfied and Cancelled.
This 7th day of April 1989

J. W. Amos
Trustee

ATTEST

W. C. Davis Chancery Clerk
By D. Taylor, D.C.

DEED OF TRUST

CHARLES E. FREEMAN (A Single Individual) to BRIDGETOWN, INC., A Mississippi Corporation.

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

Lot 312 Section B, Bridgetown Subdivision, as shown on plat recorded in Plat Book 14, Pages 38-44, 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 May First, 1976, 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 31st day of January, 1976.

Charles E. Freeman
CHARLES E. FREEMAN

STATE OF MISSISSIPPI
COUNTY OF DESOTO

Personally appeared before me, a notary public in and for said county and state, the above named CHARLES E. FREEMAN (A Single Individual), 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 31st day of January, 1976.

Virginia M. Wiley
NOTARY PUBLIC

My commission expires:
My Commission Expires February 20, 1980

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 1 o'clock 35 minutes P.M. 17 day of March 1976, and that the same has been recorded in Book 197 Page 327 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal of office, this 18 day of March 1976.
Fees \$ 3.50
H. P. Johnson

~~Assignment of this instrument Recorded in
No. _____ Page _____
This the _____ day of _____ 19__~~

Assignment of this instrument Recorded in
Real Estate TID Book
No. 197 Page 436
This the 22 day of March 1926
H. G. Ferguson Clerk

329

DEED OF TRUST

BEN M. FULLERTON AND WIFE, RUTH M. FULLERTON to BRIDGETOWN, INC., A Mississippi Corporation.

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

Lot 268 Section B, Bridgetown Subdivision, as shown on plat recorded in Plat Book 14, Pages 38-44, 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 Four Thousand Five Hundred Dollars and No Cents Dollars (\$ 4,500.00), bearing interest at the rate of 10 per centum per annum after date, providing for the payment of attorney's fees in case of default and being due and payable as follows, to-wit:

Monthly installments of \$ 59.47 each beginning the 1st day of May, 1926, with a like installment due and payable on or before the 1st day of each succeeding month thereafter until paid in full.

(B) Also any amount paid out or contracted to be paid, by the holder of said indebtedness to protect the property herein described or the title thereto, including insurance, taxes, assessments, and any other liens or charges. All such additional indebtedness or advances, when not otherwise specified by contract to bear ten (10) per cent interest from date made, and due on demand.

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

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

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

Assignment of this instrument Recorded in
Real Estate TID Book
No. 299 Page 705
This the 5 day of July 1923
H. G. Ferguson Clerk

367 PAGE 633
THIS 17 DAY OF June 19 26
H. G. Ferguson CHANCERY CLERK

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 March, 1976.

Ben M. Fullerton
BEN M. FULLERTON

Ruth M. Fullerton
RUTH M. FULLERTON

STATE OF MISSISSIPPI
COUNTY OF DESOTO

Personally appeared before me, a notary public in and for said county and state, the above named BEN M. FULLERTON AND WIFE, RUTH M. FULLERTON, 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 March, 1976.

Virginia M. Wiley
NOTARY PUBLIC

My commission expires:

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 1 o'clock 35 minutes P. M. 17 day of March 1976, and that the same has been recorded in Book 197 Page 329 records of REAL ESTATE Trust Deed of said county.

Witness my hand and seal this 18 day of March 1976;
Fees \$ 3.50
H. P. [Signature]

DEED OF TRUST

EARNEST W. GAINES AND WIFE, REGGIE L. GAINES 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 488, 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 Four Thousand Nine Hundred Dollars and No Cents Dollars (\$ 4,900.00), 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 \$ 64.76 each beginning the 1st day of May, 1976, 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.

INDEXED BY AUTHORITY RECORDED IN BOOK
363 PAGE 369
DATE 22 DAY OF April 19 86
N. D. Ferguson
CHANCERY CLERK P.S.

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

IV. If said grantor or grantors should make default in any one or more of the obligations and conditions undertaken by them herein; or if the Trustee or owner or owners hereof should at any time believe any of the property herein conveyed endangered as security by remaining in grantor's possession; or if the grantors or either of them, should be adjudged a bankrupt under either the Federal Bankruptcy Laws, or the State Insolvency Laws, then the owner or owners of said indebtedness, or any part thereof, shall have the right to declare the entire indebtedness of every kind secured by this deed of trust due and payable, and said Trustee shall take possession of said property and sell the same, or a sufficiency thereof to pay said indebtedness, at public outcry for cash to the highest bidder, such sales to be advertised and made in the manner sales of like property are required by law to be advertised and made under execution, but the Trustee shall have the right to fix a day of sale other than the day fixed by law for execution sales; and in case said property is situated in more than one county, the sale may be made in either county at his discretion, but shall be advertised in all counties where situated; and in case of personal property too cumbersome to move, then such sale may be made without the presence of such property, or on the premises where the same may be situated at the discretion of the trustee. Out of the proceeds of the sale the trustee shall pay all the indebtedness of every kind secured by this deed of trust, including a reasonable trustee's fee and the expenses of executing this trust.

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

VI. Should the trustee take possession of the property herein conveyed, such trustee may without court proceedings, enter upon and take possession of said property and he shall have the right to the management, control and collection of said property as well as the rents, issues, and profits arising therefrom and in order to effectually carry out this purpose, said trustee or his successors and the beneficiaries under this deed of trust it is agreed and understood, will be entitled to have a receiver appointed by order of any court of competent jurisdiction, which receiver may be appointed as a matter of right and without any further notice and the trustee herein or his successors may be appointed as such receiver and until so appointed, he may act in all matters in connection with the property and rights hereunder conveyed as if he were a trustee subject to all the terms and conditions of this trust properly appointed by decree of court.

WITNESS our signatures, this the 13th day of March 1976.

Earnest W. Gaines
EARNEST W. GAINES
Reggie L. Gaines
REGGIE L. GAINES

STATE OF MISSISSIPPI
COUNTY OF DESOTO

Personally appeared before me, a notary public in and for said county and state, the above named EARNEST W. GAINES AND WIFE, REGGIE L. GAINES, who acknowledged that they signed, sealed, and delivered the foregoing Trust Deed on the date named.

GIVEN under my hand and seal of office, this the 13th day of March, 1976.

Virginia M. Wiley
NOTARY PUBLIC

My commission expires:
By Desoto County, Miss.

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 1 o'clock 35 minutes P. M. 17 day of March 1976, and that the same has been recorded in Book 197 Page 331 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal on this the 18 day of March 1976.
H. P. Ferguson

363 PAGE 74
THIS 16 DAY OF April 19 86
H.P. Ferguson
CHANCERY CLERK

Real Estate T 1 D Book
No. 197 Page 442
This the 22 day of March 19 76
H.P. Ferguson Clerk

DEED OF TRUST

Danny D. Goodwin And Wife, Catherine J. Goodwin
INC., A Mississippi Corporation. to BRIDGETOWN,

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

Lot 316 Section B, Bridgetown Subdivision, as shown
on plat recorded in Plat Book 14, Pages 38-44, 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 Six Thousand Three Hundred Dollars and No Cents Dollars
(\$ 6,300.00), bearing interest at the rate of 10 per centum
per annum after date, providing for the payment of attorney's fees in case
of default and being due and payable as follows, to-wit:

Monthly installments of \$ 83.27 each beginning the 1st
day of April 1, 197 6, 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 ful-
fillment 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.

Assignment of this Instrument Recorded in
Real Estate T 1 D Book
No. 299 Page 705
This the 5 day of July 19 83
H.P. Ferguson Clerk

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 22nd day of February, 1976.

Danny D. Goodwin

 Danny D. Goodwin

Catherine J. Goodwin

 Catherine J. Goodwin

STATE OF MISSISSIPPI
 COUNTY OF DESOTO

Personally appeared before me, a notary public in and for said county and state, the above named Danny D. Goodwin And Wife, Catherine J. Goodwin, who acknowledged that they signed, sealed, and delivered the foregoing Trust Deed on the date named.

GIVEN under my hand and seal of office, this the 22nd day of February, 1976.

Virginia M. Wiley

 NOTARY PUBLIC

My commission expires:
 My Commission Expires February 20, 1980

STATE OF MISSISSIPPI, DESOTO COUNTY
 I certify that the within instrument was filed for record at 1 o'clock 35 minutes P.M. 17 day of March 1976, and that the same has been recorded in Book 197 Page 333 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal on this 18 day of March 1976.

Fees \$ 3.50

H. P. Ferguson

Assignment of this Instrument Recorded in
Real Estate T10 Book
No. 234 Page 643
This the 7th day of Dec. 1978
H. H. Ferguson Clerk

Assignment of this Instrument Recorded in
Real Estate T10 Book
No. 197 Page 426
This the 22 day of March 1976
H. H. Ferguson Clerk

335

DEED OF TRUST

JAMES P. GRIFFIN AND WIFE, KATHY J. GRIFFIN to BRIDGETOWN, INC., A Mississippi Corporation.

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

Lot 427, Section C, Bridgetown Subdivision, as shown by the plat recorded in Plat Book 13, Page 42 in the office of the Chancery Clerk of DeSoto County, Mississippi, in Section 23, Township 2, Range 7 West.

This is the first lien on the above described property.

IN TRUST FOR THE FOLLOWING PURPOSES:

I. (A) To secure the payment of the following note or notes in favor of BRIDGETOWN, INC., A Mississippi Corporation, dated even herewith, in the amount of Five Thousand Eight Hundred Dollars and No Cents Dollars (\$ 5,800.00), bearing interest at the rate of 10 per centum per annum after date, providing for the payment of attorney's fees in case of default and being due and payable as follows, to-wit:

Monthly installments of \$ 76.66 each beginning the 1st day of March First, 1976, with a like installment due and payable on or before the 1st day of each succeeding month thereafter until paid in full.

(B) Also any amount paid out or contracted to be paid, by the holder of said indebtedness to protect the property herein described or the title thereto, including insurance, taxes, assessments, and any other liens or charges. All such additional indebtedness or advances, when not otherwise specified by contract to bear ten (10) per cent interest from date made, and due on demand.

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

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

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

IV. If said grantor or grantors should make default in any one or more of the obligations and conditions undertaken by them herein; or if the Trustee or owner or owners hereof should at any time believe any of the property herein conveyed endangered as security by remaining in grantor's possession; or if the grantors or either of them, should be adjudged a bankrupt under either the Federal Bankruptcy Laws, or the State Insolvency Laws, then the owner or owners of said indebtedness, or any part thereof, shall have the right to declare the entire indebtedness of every 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 17th day of January, 1976.

James P. Griffin
 JAMES P. GRIFFIN
Kathy J. Griffin
 KATHY J. GRIFFIN

STATE OF MISSISSIPPI
 COUNTY OF DESOTO

Personally appeared before me, a notary public in and for said county and state, the above named JAMES E. GRIFFIN AND WIFE, KATHY J. GRIFFIN, 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 17th day of January, 1976.

Dolores M. Smith
 NOTARY PUBLIC

My commission expires:

Jan. 29, 1980



STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 1 o'clock 35 minutes P.M. 17 day of March 1976, and that the same has been recorded in Book 195 Page 335 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 18 day of March 1976.

Fees \$ 3.50

H. H. Ferguson

Substitution of trustee
of this instrument Recorded in
Real Estate 72 Book
No. 278 Page 421
the 9 day of Nov. 1931
H. D. Ferguson

Assignment of this instrument Recorded in
Real Estate 72 Book
No. 197 Page 448
This the 22 day of March 1926
H. D. Ferguson Clerk

337

DEED OF TRUST

CLAUD W. HAIRE AND WIFE, LOUISE L. HAIRE 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 484, 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 Six Thousand Three Hundred Dollars and No Cents Dollars
(\$6,300 00), bearing interest at the rate of 10 per centum
per annum after date, providing for the payment of attorney's fees in case
of default and being due and payable as follows, to-wit:

Monthly installments of \$ 83.27 each beginning the 1st day of
May First, 1926, with a like installment due and payable on
or before the 1st day of each succeeding month thereafter until paid
in full.

(B) Also any amount paid out or contracted to be paid, by the holder
of said indebtedness to protect the property herein described or the title thereto,
including insurance, taxes, assessments, and any other liens or charges. All
such additional indebtedness or advances, when not otherwise specified by contract
to bear ten (10) per cent interest from date made, and due on demand.

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

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

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

IV. If said grantor or grantors should make default in any one or more of the obligations and conditions undertaken by them herein; or if the Trustee or owner or owners hereof should at any time believe any of the property herein conveyed endangered as security by remaining in grantor's possession; or if the grantors or either of them, should be adjudged a bankrupt under either the Federal Bankruptcy Laws, or the State Insolvency Laws, then the owner or owners of said indebtedness, or any part thereof, shall have the right to declare the entire indebtedness of every kind secured by this deed of trust due and payable, and said Trustee shall take possession of said property and sell the same, or a sufficiency thereof to pay said indebtedness, at public outcry for cash to the highest bidder, such sales to be advertised and made in the manner sales of like property are required by law to be advertised and made under execution, but the Trustee shall have the right to fix a day of sale other than the day fixed by law for execution sales; and in case said property is situated in more than one county, the sale may be made in either county at his discretion, but shall be advertised in all counties where situated; and in case of personal property too cumbersome to move, then such sale may be made without the presence of such property, or on the premises where the same may be situated at the discretion of the trustee. Out of the proceeds of the sale the trustee shall pay all the indebtedness of every kind secured by this deed of trust, including a reasonable trustee's fee and the expenses of executing this trust.

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

VI. Should the trustee take possession of the property herein conveyed, such trustee may without court proceedings, enter upon and take possession of said property and he shall have the right to the management, control and collection of said property as well as the rents, issues, and profits arising therefrom and in order to effectually carry out this purpose, said trustee or his successors and the beneficiaries under this deed of trust it is agreed and understood, will be entitled to have a receiver appointed by order of any court of competent jurisdiction, which receiver may be appointed as a matter of right and without any further notice and the trustee herein or his successors may be appointed as such receiver and until so appointed, he may act in all matters in connection with the property and rights hereunder conveyed as if he were a trustee subject to all the terms and conditions of this trust properly appointed by decree of court.

WITNESS our signatures, this the 28th day of February, 1976.

Claud W. Haire
 x Louise L. Haire
 CLAUD W. HAIRE
 LOUISE L. HAIRE

STATE OF MISSISSIPPI
 COUNTY OF DESOTO

Personally appeared before me, a notary public in and for said county and state, the above named Claud W. Haire and Wife, Louise D. Haire, who acknowledged that they signed, sealed, and delivered the foregoing Trust Deed on the date named.

GIVEN under my hand and seal of office, this the 28th day of February, 1976.

Virginia M. Wiley
 NOTARY PUBLIC

My commission expires:

My Commission Expires February 29, 1981

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 1 o'clock 35 minutes P.M. 17 day of March 1976, and that the same has been recorded in Book 197 Page 337 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 18 day of March 1976.

Fees \$ 3.50

H. P. Ferguson

Assignment of this Instrument Recorded in
Real Estate T/D Book
No. 199 Page 608
This the 13 day of May 1976
W. H. Ferguson Clerk

339

Assignment of this Instrument Recorded in
Real Estate T/D Book
No. 199 Page 375
This the 4 day of May 1976
W. H. Ferguson Clerk

DEED OF TRUST

PAUL J. HEIN, SR. AND WIFE, CHERYL M. HEIN 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 438, 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 Four Thousand Nine Hundred Dollars and No Cents Dollars (\$ 4,900.00), 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 \$ 64.76 each beginning the 1st day of June, 1976, with a like installment due and payable on or before the 1st day of each succeeding month thereafter until paid in full.

(B) Also any amount paid out or contracted to be paid, by the holder of said indebtedness to protect the property herein described or the title thereto, including insurance, taxes, assessments, and any other liens or charges. All such additional indebtedness or advances, when not otherwise specified by contract to bear ten (10) per cent interest from date made, and due on demand.

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

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

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

Assignment of this Instrument Recorded in
Real Estate T/D Book
No. 206 Page 453
This the 7 day of Dec 1976
W. H. Ferguson Clerk

IV. If said grantor or grantors should make default in any one or more of the obligations and conditions undertaken by them herein; or if the Trustee or owner or owners hereof should at any time believe any of the property herein conveyed endangered as security by remaining in grantor's possession; or if the grantors or either of them, should be adjudged a bankrupt under either the Federal Bankruptcy Laws, or the State Insolvency Laws, then the owner or owners of said indebtedness, or any part thereof, shall have the right to declare the entire indebtedness of every kind secured by this deed of trust due and payable, and said Trustee shall take possession of said property and sell the same, or a sufficiency thereof to pay said indebtedness, at public outcry for cash to the highest bidder, such sales to be advertised and made in the manner sales of like property are required by law to be advertised and made under execution, but the Trustee shall have the right to fix a day of sale other than the day fixed by law for execution sales; and in case said property is situated in more than one county, the sale may be made in either county at his discretion, but shall be advertised in all counties where situated; and in case of personal property too cumbersome to move, then such sale may be made without the presence of such property, or on the premises where the same may be situated at the discretion of the trustee. Out of the proceeds of the sale the trustee shall pay all the indebtedness of every kind secured by this deed of trust, including a reasonable trustee's fee and the expenses of executing this trust.

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

VI. Should the trustee take possession of the property herein conveyed, such trustee may without court proceedings, enter upon and take possession of said property and he shall have the right to the management, control and collection of said property as well as the rents, issues, and profits arising therefrom and in order to effectually carry out this purpose, said trustee or his successors and the beneficiaries under this deed of trust it is agreed and understood, will be entitled to have a receiver appointed by order of any court of competent jurisdiction, which receiver may be appointed as a matter of right and without any further notice and the trustee herein or his successors may be appointed as such receiver and until so appointed, he may act in all matters in connection with the property and rights hereunder conveyed as if he were a trustee subject to all the terms and conditions of this trust properly appointed by decree of court.

WITNESS our signatures, this the 15th day of February, 1976.

Paul J. Hein, Sr.
PAUL J. HEIN, SR.
Cheryl M. Hein
CHERYL M. HEIN

STATE OF MISSISSIPPI
COUNTY OF DESOTO

Personally appeared before me, a notary public in and for said county and state, the above named Paul J. Hein, Sr. and Wife Cheryl M. Hein who acknowledged that they signed, sealed, and delivered the foregoing Trust Deed on the date named.

GIVEN under my hand and seal of office, this the 15th day of February, 1976.

Virginia M. Wiley
NOTARY PUBLIC

My commission expires:

My Commission Expires February 20, 1989

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 1 o'clock 35 minutes P.M. 17 day of March 1976, and that the same has been recorded in Book 197 Page 339 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this 18 day of March 1976.

Fees \$3.50

H. H. Ferguson

Assignment of this instrument Recorded in
Real Estate T D Book
No. 215 Page 471
This the 7 day of August 1977

Assignment of this instrument Recorded in
Real Estate T D Book
No. 187 Page 431
This the 22 day of March 1976
H. S. Ferguson Clerk

341

DEED OF TRUST

JAMES E. HIGGINS AND WIFE, JANIE S. HIGGINS to BRIDGETOWN,
INC., A Mississippi Corporation.

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

Lot 178 Section B, Bridgetown Subdivision, as shown
on plat recorded in Plat Book 14, Pages 38-44, 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 Four Thousand Five Hundred Dollars and No Cents Dollars
(\$ 4,500.00), bearing interest at the rate of 10 per centum
per annum after date, providing for the payment of attorney's fees in case
of default and being due and payable as follows, to-wit:

Monthly installments of \$ 59.47 each beginning the First
day of May First, 1977, 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 ful-
fillment 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 28th day of February, 1976.

James E. Higgins
 JAMES E. HIGGINS
Janie S. Higgins
 JANIE S. HIGGINS

STATE OF MISSISSIPPI
 COUNTY OF DESOTO

Personally appeared before me, a notary public in and for said county and state, the above named James E. Higgins and Janie S. Higgins, who acknowledged that they signed, sealed, and delivered the foregoing Trust Deed on the date named.

GIVEN under my hand and seal of office, this the 28th day of February, 1976.

Walter M. Smith
 NOTARY PUBLIC

My commission expires:
Jan. 29, 1980



STATE OF MISSISSIPPI, DESOTO COUNTY
 I certify that the within instrument was filed for record at 1 o'clock 35 minutes P.M. 17 day of March, 1976, and that the same has been recorded in Book 197 Page 341 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this 18 day of March, 1976.
H. P. Ferguson

Fees \$3.50

Real Estate TID Book

No. 197 Page 451

This the 22 day of March 19 76

H. J. Ferguson Clerk

DEED OF TRUST

Joe Krasner And Wife, Mildred Krasner 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 665, 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 Three Thousand Six Hundred Dollars And No Cents Dollars (\$ 3,600.00), 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 \$ 47.59 each beginning the 1st day of April, 1976, 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.

INDEXED BY AUTHORITY RECORDED IN BOOK
363 PAGE 371
MAY 22 1976
N. D. JOHNSON
CHANCERY CLERK
DS

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 22nd day of February, 1976.

Joe Krasner

 Joe Krasner

Mildred Krasner

 Mildred Krasner

STATE OF MISSISSIPPI
 COUNTY OF DESOTO

Personally appeared before me, a notary public in and for said county and state, the above named Joe Krasner And Wife, Mildred Krasner, who acknowledged that they signed, sealed, and delivered the foregoing Trust Deed on the date named.

GIVEN under my hand and seal of office, this the 22nd day of February, 1976.

Virginia M. Wiley

 NOTARY PUBLIC

My commission expires:
 My Commission Expires February 20, 1980



STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 1 o'clock 35 minutes P.M. 17 day of March 1976, and that the same has been recorded in Book 197 Page 343 of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this 18 day of March 1976.
 Fees \$3.50
H. H. [Signature]

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

Assignment of this Instrument Recorded in
Real Estate T/D Book
No. 197 Page 432
This the 22 day of March 19 76
H. G. Ferguson Clerk

345

CANCELLED BY AUTHORITY RECORDED IN BOOK
363 PAGE 644
THE 29 DAY OF April 1986
H. G. Ferguson
CHANCERY CLERK

DEED OF TRUST

HAY P. MANN AND WIFE, FRANCES R. MANN
INC., A Mississippi Corporation. to BRIDGETOWN,

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

Lot 210 Section B, Bridgetown Subdivision, as shown on plat recorded in Plat Book 14, Pages 38-44, 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 Four Thousand Five Hundred Dollars and No Cents Dollars (\$ 4,500.00), bearing interest at the rate of 10 per centum per annum after date, providing for the payment of attorney's fees in case of default and being due and payable as follows, to-wit:

Monthly installments of \$ 59.47 each beginning the 1st day of April First, 1976, 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 7th day of March, 1976.

Ray P. Mann
RAY P. MANN

Frances R. Mann
FRANCES R. MANN

STATE OF MISSISSIPPI
COUNTY OF DESOTO

Personally appeared before me, a notary public in and for said county and state, the above named RAY P. MANN AND WIFE, FRANCES R. MANN 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 7th day of March, 1976.

Dolores M. Smith
NOTARY PUBLIC

My commission expires:

Jan 29, 1980



STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 1 o'clock 35 minutes P. M. 17 day of March 1976, and that the same has been recorded in Book 197 Page 345 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this 18 day of March 1976.

Fees \$ 3.50

H. P. Ferguson

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

Assignment of this Instrument Recorded in
Real Estate T/D Book
 No. 197 Page 428
 This the 22 day of March 19 76
H. S. Ferguson Clerk

CANCELLED BY AUTHORITY RECORDED IN BOOK
362 PAGE 467
 THE 11 DAY OF April 19 86
H. S. Ferguson Clerk

DEED OF TRUST

Russell A. Moody and/or Colleen M. Moody (Wife) to BRIDGETOWN, INC., A Mississippi Corporation.

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

Lot 152 Section B, Bridgetown Subdivision, as shown on plat recorded in Plat Book 14, Pages 38-44, 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 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 April, 1976, 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 21st day of February, 1976.

Russell A. Moody
Russell A. Moody

Colleen M. Moody
Colleen M. Moody

STATE OF MISSISSIPPI
COUNTY OF DESOTO

Personally appeared before me, a notary public in and for said county and state, the above named Russell A. Moody and/or Colleen M. Moody (Wife) who acknowledged that they signed, sealed, and delivered the foregoing Trust Deed on the date named.

GIVEN under my hand and seal of office, this the 21st day of February, 1976.

Virginia M. Wiley
NOTARY PUBLIC

My commission expires:
My Commission Expires February 20, 1980

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 1 o'clock 35 minutes P M. 17 day of March 1976, and that the same has been recorded in Book 197 Page 347 records of REAL ESTATE Trust Deed of said county.

Witness my hand and seal this 18 day of March 1976.

H. S. Ferguson

Assignment of this Instrument Recorded in
Real Estate Book
No. 215 Page 771
This the 7 day of Sept 1977

Assignment of this Instrument Recorded in
Real Estate Book
No. 127 Page 444
This the 22 day of March 1976
H. J. Ferguson Clerk

DEED OF TRUST

BOBBY J. NACHLINGER AND WIFE, THROYS NACHLINGER to BRIDGETOWN, INC., A Mississippi Corporation.

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

Lot 340 Section B, Bridgetown Subdivision, as shown on plat recorded in Plat Book 14, Pages 38-44, 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 Thirteen Thousand Dollars and No Cents Dollars (\$ 13,000.00), bearing interest at the rate of 10 per centum per annum after date, providing for the payment of attorney's fees in case of default and being due and payable as follows, to-wit:

Monthly installments of \$ 171.80 each beginning the 1st day of May, 1976, 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 29th day of February, 1976.

Bobby J. Nachlinger
BOBBY J. NACHLINGER
Throys Nachlinger
THROYS NACHLINGER

STATE OF MISSISSIPPI
COUNTY OF DESOTO

Personally appeared before me, a notary public in and for said county and state, the above named BOBBY J. NACHLINGER AND WIFE, THROYS NACHLINGER, 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 29th day of February, 1976.

Virginia M. Wiley
NOTARY PUBLIC

My commission expires:
My Commission Expires February 29, 1980

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 1 o'clock 35 minutes P M. 17 day of March 1976, and that the same has been recorded in Book 197 Page 349 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this 18 day of March 1976.
H. H. Ferguson

FEES \$ 3.50

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

Assignment of this Instrument Recorded in
Real Estate TTP Book
 No. 197 Page 438
 This the 22 day of March 1926
H. G. Ferguson Clerk

DEED OF TRUST

William E. Neuhoff and/or Marie K. Neuhoff (Wife) to BRIDGETOWN, INC., A Mississippi Corporation.

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

Lot 288 Section B, Bridgetown Subdivision, as shown on plat recorded in Plat Book 14, Pages 38-44, 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 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 May, 1983, 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.

CANCELED BY AUTHORITY SPECIFIED IN BOOK
363 PAGE 76
 THIS 16 DAY OF April 1986
H. G. Ferguson CHANCERY CLERK

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 February, 1976.

William E. Neuhoff
 William E. Neuhoff
 x Marie K. Neuhoff
 Marie K. Neuhoff

STATE OF MISSISSIPPI
 COUNTY OF DESOTO

Personally appeared before me, a notary public in and for said county and state, the above named William E. Neuhoff and Marie K. Neuhoff 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 February, 1976.

Robert M. Smith
 NOTARY PUBLIC

My commission expires:
Jan 29, 1980



STATE OF MISSISSIPPI, DESOTO COUNTY
 I certify that the within instrument was filed for record at 1 o'clock 35 minutes P M. 17 day of March 1976, and that the same has been recorded in Book 197 Page 351 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal of office, this 18 day of March, 1976.

Fees \$ 3.50

H. H. Ferguson

CANCELLED BY AUTHORITY RECORDED IN BOOK
367 page 634
17 day of June 1986
H. B. Ferguson
CHANCERY CLERK

Assignment of this instrument recorded in
Real Estate 10 Book
No. 697 Page 449
This the 22 day of March 19 26
H. B. Ferguson Clerk

Assignment of this instrument recorded in
Real Estate 710
No. 299 Page 705
This the 5 day of July 1983
H. B. Ferguson

DEED OF TRUST

SAMUEL L. PACE AND WIFE, JUDY B. PACE to BRIDGETOWN, INC., A Mississippi Corporation.

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

Lot 305 Section B, Bridgetown Subdivision, as shown on plat recorded in Plat Book 14, Pages 38-44, 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 (\$ 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 April, 1976, with a like installment due and payable on or before the 1st day of each succeeding month thereafter until paid in full.

(B) Also any amount paid out or contracted to be paid, by the holder of said indebtedness to protect the property herein described or the title thereto, including insurance, taxes, assessments, and any other liens or charges. All such additional indebtedness or advances, when not otherwise specified by contract to bear ten (10) per cent interest from date made, and due on demand.

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

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

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

IV. If said grantor or grantors should make default in any one or more of the obligations and conditions undertaken by them herein; or if the Trustee or owner or owners hereof should at any time believe any of the property herein conveyed endangered as security by remaining in grantor's possession; or if the grantors or either of them, should be adjudged a bankrupt under either the Federal Bankruptcy Laws, or the State Insolvency Laws, then the owner or owners of said indebtedness, or any part thereof, shall have the right to declare the entire indebtedness of every kind secured by this deed of trust due and payable, and said Trustee shall take possession of said property and sell the same, or a sufficiency thereof to pay said indebtedness, at public outcry for cash to the highest bidder, such sales to be advertised and made in the manner sales of like property are required by law to be advertised and made under execution, but the Trustee shall have the right to fix a day of sale other than the day fixed by law for execution sales; and in case said property is situated in more than one county, the sale may be made in either county at his discretion, but shall be advertised in all counties where situated; and in case of personal property too cumbersome to move, then such sale may be made without the presence of such property, or on the premises where the same may be situated at the discretion of the trustee. Out of the proceeds of the sale the trustee shall pay all the indebtedness of every kind secured by this deed of trust, including a reasonable trustee's fee and the expenses of executing this trust.

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

VI. Should the trustee take possession of the property herein conveyed, such trustee may without court proceedings, enter upon and take possession of said property and he shall have the right to the management, control and collection of said property as well as the rents, issues, and profits arising therefrom and in order to effectually carry out this purpose, said trustee or his successors and the beneficiaries under this deed of trust it is agreed and understood, will be entitled to have a receiver appointed by order of any court of competent jurisdiction, which receiver may be appointed as a matter of right and without any further notice and the trustee herein or his successors may be appointed as such receiver and until so appointed, he may act in all matters in connection with the property and rights hereunder conveyed as if he were a trustee subject to all the terms and conditions of this trust properly appointed by decree of court.

WITNESS our signatures, this the 28th day of February, 1976.

Samuel L. Pace
SAMUEL L. PACE
Judy B. Pace
JUDY B. PACE

STATE OF MISSISSIPPI
COUNTY OF DESOTO

Personally appeared before me, a notary public in and for said county and state, the above named SAMUEL L. PACE AND WIFE, JUDY B. PACE who acknowledged that they signed, sealed, and delivered the foregoing Trust Deed on the date named.

GIVEN under my hand and seal of office, this the 28th day of February, 1976.

Virginia M. Wilby
NOTARY PUBLIC

My commission expires:
My Commission Expires February 20, 1980

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 1 o'clock 35 minutes P M. 17 day of March 1976, and that the same has been recorded in Book 197 Page 353 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal on this 18 day of March 1976.
H. R. Ferguson
Pages 3 50

Assignment of this Instrument Recorded in
Real Estate T.D. Book
No. 197 Page 429
This the 22 day of March 19 76
H. D. Ferguson Clerk

CANCELLED BY AUTHORITY RECORDED IN BOOK
363 PAGE 740
30 DAY OF April 19 86
H. D. Ferguson Clerk

DEED OF TRUST

Glen Palmertree and/or Carolyn Palmertree (Wife) to BRIDGETOWN, INC., A Mississippi Corporation.

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

Lot 156 Section B, Bridgetown Subdivision, as shown on plat recorded in Plat Book 14, Pages 38-44, 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 Four Thousand Five Hundred Dollars and No Cents Dollars (\$ 4,500.00), bearing interest at the rate of 10 per centum per annum after date, providing for the payment of attorney's fees in case of default and being due and payable as follows, to-wit:

Monthly installments of \$ 59.47 each beginning the 1st day of April, 1976, with a like installment due and payable on or before the 1st day of each succeeding month thereafter until paid in full.

(B) Also any amount paid out or contracted to be paid, by the holder of said indebtedness to protect the property herein described or the title thereto, including insurance, taxes, assessments, and any other liens or charges. All such additional indebtedness or advances, when not otherwise specified by contract to bear ten (10) per cent interest from date made, and due on demand.

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

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

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

Substitution of Trust
Assignment of this Instrument Recorded in
Real Estate T.D. Book
No. 278 Page 422
This the 9 day of Nov. 19 81

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

Assignment of this Instrument Recorded in
Book
Page
day of 19

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 25th day of February, 1976.

Glen Palmertree
Glen Palmertree
Carolyn Palmertree
Carolyn Palmertree

STATE OF MISSISSIPPI
COUNTY OF DESOTO

Personally appeared before me, a notary public in and for said county and state, the above named Glen Palmertree and/or Carolyn Palmertree (Wife), who acknowledged that they signed, sealed, and delivered the foregoing Trust Deed on the date named.

GIVEN under my hand and seal of office, this the 25th day of February, 1976.

Virginia M. Wiley
NOTARY PUBLIC

My commission expires:
My Commission Expires February 26, 1980

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 1 o'clock 35 minutes P M. 17 day of March 1976, and that the same has been recorded in Book 197 Page 355 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this 18 day of March 1976.
Fees \$ 3.50
H. P. Sugarman

Assignment of this Instrument Recorded in Real Estate TWD Book No. 197 Page 445
Assignment of this Instrument Recorded in Real Estate TWD Book No. 197 Page 445
299 Page 705
5 day of July 19 83 This the 22 day of March 19 26
H. G. Ferguson Clerk H. G. Ferguson Clerk

357

CANCELLED BY AUTHORITY, RECORDED IN BOOK
413 PAGE 135
THIS 28 DAY OF Aug 19 87
W. G. Ferguson
Chancery Clerk
DS-DC

DEED OF TRUST

THOMAS E. PARKER JR. AND WIFE, MARTHA W. PARKER to BRIDGETOWN, INC., A Mississippi Corporation.

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

Lot 360 Section B, Bridgetown Subdivision, as shown on plat recorded in Plat Book 14, Pages 38-44, 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 Nine Thousand Dollars and No Cents Dollars (\$ 9,000.00), 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 \$ 118.94 each beginning the 1st day of May, 1976, 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 1st day of March, 1976.

Thomas E. Parker Jr.
THOMAS E. PARKER JR.
Martha W. Parker
MARTHA W. PARKER

STATE OF MISSISSIPPI
COUNTY OF DESOTO

Personally appeared before me, a notary public in and for said county and state, the above named THOMAS E. PARKER AND WIFE, MARTHA W. PARKER, who acknowledged that they signed, sealed, and delivered the foregoing Trust Deed on the date named.

GIVEN under my hand and seal of office, this the 1st day of March, 1976.

Dolores M. Smith
NOTARY PUBLIC

My commission expires:

Jan 29, 1980

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that this within instrument was filed for record at 1 o'clock 35 minutes P M. 17 day of March 1976, and that the same has been recorded in Book 197 Page 357 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 18 day of March 1976.

Fees \$ 3.50

H. P. Ferguson

CANCELLED BY AUTHORITY RECORDED IN BOOKS
361 PAGE 647
THE 1 DAY OF April 1986
H. P. Ferguson Chy 7.15.
CHANCERY CLERK

Assignment of this instrument Recorded in
Real Estate T 10 Book
No. 197 Page 427
This the 22 day of March 19 26
H. P. Ferguson Clerk

Assignment of this instrument Recorded in
Real Estate T 10 Book
No. 299 Page 705
This the 5 day of July 19 83
H. P. Ferguson

DEED OF TRUST

PATRICK A. PATTERSON AND WIFE, KATHRYN D. PATTERSON 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 559, 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 Six Thousand Three Hundred Dollars and No Cents Dollars (\$ 6,300.00), bearing interest at the rate of 10 per centum per annum after date, providing for the payment of attorney's fees in case of default and being due and payable as follows, to-wit:

Monthly installments of \$ 83.27 each beginning the 1st day of March First, 1976, 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 17th day of January, 1976.

Patrick A. Patterson
PATRICK A. PATTERSON
Kathryn D. Patterson
KATHRYN D. PATTERSON

STATE OF MISSISSIPPI
COUNTY OF DESOTO

Personally appeared before me, a notary public in and for said county and state, the above named PATRICK A. PATTERSON AND WIFE, KATHRYN D. PATTERSON, 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 17th day of January, 1976.

Robert M. Smith
NOTARY PUBLIC

My commission expires:

Jan. 29, 1980



STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 1 o'clock 35 minutes P M. 17 day of March, 1976, and that the same has been recorded in Book 197 Page 359 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal of office, this 18 day of March, 1976.

Fees \$ 3.50

H. P. Ferguson

Assignment of this Instrument Recorded in

Real Estate T/D
No. 299 Page 705

This the 5 day of July 19 83

H. A. Ferguson Clerk

Assignment of this Instrument Recorded in

Real Estate T/D Book
No. 197 Page 433

This the 22 day of March 19 76

H. J. Ferguson Clerk

361

RECALLED BY AUTHORITY RECORDED IN BOOK

331 PAGE 261

30 DAY OF Jan. 19 85

H. J. Ferguson

CHANCERY CLERK HJF

DEED OF TRUST

KIRAN B. PATEL AND WIFE, REKHA K. PATEL to BRIDGETOWN, INC., A Mississippi Corporation.

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

Lot 251 Section B, Bridgetown Subdivision, as shown on plat recorded in Plat Book 14, Pages 38-44, 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 Seven Hundred Dollars and No Cents Dollars (\$ 5,700.00), bearing interest at the rate of 10 per centum per annum after date, providing for the payment of attorney's fees in case of default and being due and payable as follows, to-wit:

Monthly installments of \$ 75.34 each beginning the 1st day of May First, 197 6, 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 7th day of March, 1976.

K B Patel Kiran B. Patel
KIRAN B. PATEL
RK Patel Rekha K. Patel
REKHA K. PATEL

STATE OF MISSISSIPPI
COUNTY OF DESOTO

Personally appeared before me, a notary public in and for said county and state, the above named Kiran B. Patel and Wife, Rekha K. Patel 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 7th day of March, 1976.

Virginia M. Wilby
NOTARY PUBLIC



STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 1 o'clock 35 minutes P M. 17 day of March 1976, and that the same has been recorded in Book 197 Page 361 records of REAL ESTATE Trust Deed of said county.

Witness my hand and seal this 18 day of March, 1976.
Fees: 3.50
H. P. Sugars

Real Estate T.D. Book

No. 197 Page 434

This the 22 day of March 19 76

H. L. Ferguson Clerk

DEED OF TRUST

William P. Oldham and/or Jean C. Oldham (Wife) to BRIDGETOWN, INC., A Mississippi Corporation.

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

Lot 265 Section B, Bridgetown Subdivision, as shown on plat recorded in Plat Book 14, Pages 38-44, 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 Four Thousand Five Hundred Dollars and No Cents Dollars (\$ 4,500.00), bearing interest at the rate of 10 per centum per annum after date, providing for the payment of attorney's fees in case of default and being due and payable as follows, to-wit:

Monthly installments of \$ 59.47 each beginning the 1st day of May 1st, 1976, 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.

Recorded in Plat Book 14, Page 434
No. 299 Page 705
This the 5 day of July 19 83
N. L. Ferguson

CANCELLED BY AUTHORITY RECORDED IN BOOK
347 PAGE 421
THIS 25 DAY OF Sept 1985
H. D. Ferguson
CHANCERY CLERK
25.

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 1st day of March, 1976.

William P. Oldham
William P. Oldham

Jean C. Oldham
Jean C. Oldham

STATE OF MISSISSIPPI
COUNTY OF DESOTO

Personally appeared before me, a notary public in and for said county and state, the above named William P. Oldham and/or Jean C. Oldham (Wife) who acknowledged that they signed, sealed, and delivered the foregoing Trust Deed on the date named.

GIVEN under my hand and seal of office, this the 1st day of March, 1976.

Dolores M. Smith
NOTARY PUBLIC

My commission expires:

Jan. 29, 1980



STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 1 o'clock 35 minutes P M. 17 day of March 1976, and that the same has been recorded in Book 197 Page 363 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this 18 day of March, 1976.

Fees \$ 3.50

H. P. Ferguson

Assignment of this Instrument Recorded in
Real Estate T.D. Book
No. 197 Page 446
This the 22 day of March 19 76
H. J. Ferguson Clerk

DEED OF TRUST

SAMMY J. RICHARDSON AND WIFE, KATHY E. RICHARDSON 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 428, 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 Six Thousand Three Hundred Dollars and No Cents Dollars (\$ 6,300.00), bearing interest at the rate of 10 per centum per annum after date, providing for the payment of attorney's fees in case of default and being due and payable as follows, to-wit:

Monthly installments of \$ 83.27 each beginning the 1st day of April, 1976, 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.

Assignment of this Instrument Recorded in
Real Estate T.D. Book
No. 259 Page 290
This the 20 day of May 19 80
H. J. Ferguson

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 21st day of February, 1976.

Sammy J. Richardson
SAMMY J. RICHARDSON
Kathy E. Richardson
KATHY E. RICHARDSON

STATE OF MISSISSIPPI
COUNTY OF DESOTO

Personally appeared before me, a notary public in and for said county and state, the above named SAMMY J. RICHARDSON AND WIFE, KATHY E. RICHARDSON who acknowledged that they signed, sealed, and delivered the foregoing Trust Deed on the date named.

GIVEN under my hand and seal of office, this the 21st day of February, 1976.

Virginia M. Wiley
NOTARY PUBLIC

My commission expires:
My Commission Expires February 23, 1978

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 1 o'clock 35 minutes P. M. 17 day of March 1976, and that the same has been recorded in Book 197 Page 365 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this 18 day of March 1976.

Fees \$ 3.50

H. P. Ferguson

Assignment of this Instrument Recorded in
Kiel Estate T.D. Book
No. 197 Page 439
This the 22 day of March 19 76
H. J. Ferguson Clerk

INDEXED BY AUTHORITY RECORDED IN BOOK
369 PAGE 430 1986
THE 2 DAY OF July
H. B. Ferguson
CHANCERY CLERK DS.

DEED OF TRUST

BILLY F. THOMAS AND WIFE, SHARON K. THOMAS to BRIDGETOWN,
INC., A Mississippi Corporation.

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

Lot 300 Section B, Bridgetown Subdivision, as shown
on plat recorded in Plat Book 14, Pages 38-44, 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 Four Thousand Five Hundred Dollars and No Cents Dollars
(\$ 4,500.00), bearing interest at the rate of 10 per centum
per annum after date, providing for the payment of attorney's fees in case
of default and being due and payable as follows, to-wit:

Monthly installments of \$ 59.47 each beginning the 1st
day of May, 1976, 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 ful-
fillment 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 7th day of March, 1976.

Billy F. Thomas
BILLY F. THOMAS
Sharon K. Thomas
SHARON K. THOMAS

STATE OF MISSISSIPPI
COUNTY OF DESOTO

Personally appeared before me, a notary public in and for said county and state, the above named BILLY F. THOMAS AND WIFE, SHARON K. THOMAS 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 7th day of March, 1976.

Virginia M. Wiley
NOTARY PUBLIC



STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 1 o'clock 35 minutes P M. 17 day of March 1976, and that the same has been recorded in Book 197 Page 367 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 18 day of March 1976.
H. P. Ferguson
Fees \$ 3.50

This the _____ day of _____

Assignment of this instrument recorded as

Real Estate T/D Book

No. 197 Page 440

This the 22 day of March 19 26

H. P. Ferguson Clerk

CANCELLED BY AUTHORITY RECORDED IN 8008

363 PAGE 741

30 DAY OF April 19 86

H. P. Ferguson

CHANCERY CLERK

Assignment of this instrument recorded in

Real Estate T/D Book

No. 299 Page 205

This the 5 day of July 19 83

H. P. Ferguson Clerk

DEED OF TRUST

JESSIE W. WARE AND WIFE, BOBBIE S. WARE to BRIDGETOWN, INC., A Mississippi Corporation.

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

Lot 302 Section B, Bridgetown Subdivision, as shown on plat recorded in Plat Book 14, Pages 38-44, 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 Four Thousand Five Hundred Dollars and no cents (\$ 4,500.00), bearing interest at the rate of 10 per centum per annum after date, providing for the payment of attorney's fees in case of default and being due and payable as follows, to-wit:

Monthly installments of \$ 59.47 each beginning the 1st day of April, 1976, 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 14th day of February, 1976.

Jessie W. Ware
JESSIE W. WARE
Bobbie S. Ware
BOBBIE S. WARE

STATE OF MISSISSIPPI
COUNTY OF DESOTO

Personally appeared before me, a notary public in and for said county and state, the above named JESSIE W. WARE AND WIFE, BOBBIE S. WARE, who acknowledged that they signed, sealed, and delivered the foregoing Trust Deed on the date named.

GIVEN under my hand and seal of office, this the 14th day of February, 1976.

Virginia M. Wiley
NOTARY PUBLIC

My commission expires:

My Commission Expires February 20, 1980

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 1 o'clock 35 minutes P M. 17 day of March 1976, and that the same has been recorded in Book 197 Page 369 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 18 day of March 1976.

Fees \$ 3.50

H. P. Ferguson

Assignment of this Instrument Recorded in
Real Estate Book
No. 299 Page 705
This the 5 day of July 19 82
H. B. Ferguson Clerk

Assignment of this Instrument Recorded in
Real Estate Book
No. 197 Page 441
This the 22 day of March 19 76
H. B. Ferguson Clerk

CANCELLED BY AUTHORITY RECORDED IN BOOK
356 PAGE 773
THE 22 DAY OF Jan. 19 86
H. B. Ferguson Clerk

DEED OF TRUST

Robert H. Yancey and/or Ema Lou Yancey (Wife) to BRIDGETOWN, INC., A Mississippi Corporation.

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

Lot 315 Section B, Bridgetown Subdivision, as shown on plat recorded in Plat Book 14, Pages 38-44, 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 Six Thousand Seven Hundred Dollars and No Cents Dollars (\$ 6,700.00), bearing interest at the rate of 10 per centum per annum after date, providing for the payment of attorney's fees in case of default and being due and payable as follows, to-wit:

Monthly installments of \$ 88.55 each beginning the 1st day of April, 1976, 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 27th day of February, 1976.

Robert H. Yancey
Robert H. Yancey
Emma Lou Yancey
Emma Lou Yancey

STATE OF MISSISSIPPI
COUNTY OF DESOTO

Personally appeared before me, a notary public in and for said county and state, the above named Robert H. Yancey and/or Emma Lou Yancey (Wife) who acknowledged that they signed, sealed, and delivered the foregoing Trust Deed on the date named.

GIVEN under my hand and seal of office, this the 27th day of February, 1976.

Virginia M. Wiley
NOTARY PUBLIC

My commission expires:

My Commission Expires February 20, 1980

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 1 o'clock 35 minutes P M. 17 day of March 1976, and that the same has been recorded in Book 197 Page 371 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this 18 day of March 1976.

Fees \$ 3.50

H. A. Ferguson

Assignment of this INSTRUMENT Recorded in
Real Estate T/O
 No. 422 page 131 Book
 This the 1st day of Dec 19 87
H.B. 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, March 16, 1976,
 (Date)
 by and between the undersigned _____
PORTER COWAN, (Single Man)
 residing in DeSoto _____ County, Mississippi, whose post office
 address is P. O. Box 361 - Olive Branch _____, Mississippi 38654
 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>
March 16, 1976	\$18,340.00	8-3/4 % (Per Cent)	March 16, 2009.

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

(See next page.)

Property

BEGINNING at the Northwest Corner of the Roosevelt Cowan 15-acre tract, located in the Southwest Quarter of the Southwest Quarter of Section 11, Township 2 (South), Range 6 (West); thence South along the West line of said 15-acre tract 260 feet to the Point of Beginning; thence East 210 feet to a point; thence South 210 feet to a point; thence West 210 feet to a point in the West line of the aforesaid 15-acre tract; thence North with the West line of said 15-acre tract 210 feet to the Point of Beginning; containing One (1) Acre, more or less, and references made to the Deed of Lular Cowan to Roosevelt Cowan dated the 1st day of October, 1963, and recorded in Deed Book 56, Page 252 of the Land Records of DeSoto County, Mississippi, located in the Office of the Chancery Court Clerk, DeSoto County, Mississippi, for a more particular description.

SIGNED FOR IDENTIFICATION: Porter Cowan
Porter Cowan

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.

Porter Cowan
Porter Cowan

STATE OF MISSISSIPPI

COUNTY OF DeSOTO

ss: ACKNOWLEDGMENT

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within-named PORTER COWAN, A Single Man,

and - - - - - his wife, who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and official seal this 16th day of March, 1976.

William H. [Signature]
Signature)

NOTARY PUBLIC

(Title)



STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 4 o'clock 45 minutes P M. 17 day of March 1976, and that the same has been recorded in Book 197 Page 373 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 18 day of March 1976.

Fees \$ 5.00 pd.

SEAL H. H. [Signature] CLERK

Lot 194
Partial Release of this Instrument Recorded in
Real Estate TID Book
No. 203 Page 475
This 30 day of Aug 1976
H. J. Ferguson Clerk

Lot 86
Partial Release of this Instrument Recorded in
Real Estate TID Book
No. 201 Page 498
This 28 day of June 1976
H. J. Ferguson Clerk

Deed of Trust

To

JAMES E. MCGEHEE AND COMPANY, INC.

THIS DEED OF TRUST, Made and entered into this the 17th day of March 1976,
by and between W. B. Gay Builders, Inc.

of the first part, hereinafter designated as the GRANTORS; Max B. Ostner, Jr.
Trustee, of the second part, hereinafter designated as TRUSTEE; and James E. McGehee and Company, Inc.
of the third part, hereinafter designated as the BENEFICIARY.

WITNESSETH: THAT WHEREAS the Grantors are justly indebted to the Beneficiary in the full sum of
One Hundred Ninety-two thousand and no/100----- DOLLARS
(\$ 192,000.00), evidenced by promissory note of even date herewith payable to the Beneficiary as follows,
to-wit:

Note is due and payable on demand, but if no demand
is made the note is due one year from date.

*1 $\frac{1}{2}$ above prime rate of National Bank of Commerce on the unpaid
principal balance of the indebtedness
said note bearing interest from date at the rate of / * per centum per annum, and providing
for attorney's fees for collection if not paid according to the terms thereof;

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

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

Lots 86, 194, 195, 196, 197 and 198, 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.

It is expressly agreed that the laws and decisions of the
State of Mississippi are expressly adapted to control this
entire transaction.

This Deed of Trust secures such other and further advances
as may be made to complete the construction contemplated
in a construction loan agreement of even date herewith,
whether such sums are advanced before or after default and
whether such sums in the aggregate exceed the principal amount
of the note.

The funds hereby secured are advanced pursuant to the construction
loan agreement of even date. It is further condition of this Deed
of trust that the grantor shall comply strictly with every obligation
of the construction loan agreement and shall proceed diligently to
complete the construction contemplated thereby and any default in
the construction loan agreement shall be deemed a default in this
Deed of Trust.

CANCELLED BY AUTHORITY RECORDED IN BOOK
239 PAGE 387
THIS 15 DAY OF March 1979
H. J. Ferguson
CHANCERY CLERK

Partial Release of this Instrument Recorded in
Real Estate TID Book
No. 233 Page 437
This 9 day of Nov. 1978
J. S. Ferguson
Lot 198

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 348, 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 883 of the Mississippi Code of 1942 and amendments, if any, thereto, and make deed to the purchaser or purchasers thereof. Out of the proceeds arising from said sale, the costs and expenses of executing this Deed of Trust, including a ten (10%) percent trustee's fee, which is hereby agreed to be a reasonable trustee's fee, and the attorney's fee prescribed in said note or notes, shall first be paid, next the amount of said indebtedness then remaining unpaid shall be paid and lastly, any balance remaining shall be paid to the undersigned grantors or to their proper representatives, agents or assigns.

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

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

W. B. GAY BUILDERS, INC.

By William B. Gay, Jr.
William B. Gay, Jr., 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 William B. Gay, Jr. he is XXXX who ~~XXXX~~ acknowledged that ~~XXXX~~ President ~~XXXX~~ XXXX of W. B. Gay 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 17th day of March, 19 76

Richard J. Brown
Notary Public
My Commission expires 3-8-80



NC. 8632 ust

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 4 o'clock 10 minutes P M. 17 day of March 1976, and that the same has been recorded in Book 197 Page 377 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 18 day of March 1976.

Fees \$ 5.00 pd.

SEAL H. H. Ferguson CLERK

as filed for
P. M., on
day of
ago
office.
this
19
Notary Clerk,
D. C.
e only
against real

8632

D Her D

DESOTO TITLE CO., INC.
P. O. Box 467
Hernando, Miss. 38632

SUBORDINATION AGREEMENT

For value received, the undersigned beneficiaries of that certain Deed of Trust made and executed by Jerry Hunter to F. C. Holmes, Trustee for Catherine B. Marshall and Shirley B. Guy, Beneficiaries, dated May 16, 1973, appearing of record in Real Estate Trust Deed Book 159, page 84 in the office of the Chancery Clerk of DeSoto County, Mississippi, do hereby subordinate said Deed of Trust to Credithrift of America, Inc., on the hereinafter described land lying and being situated in DeSoto County, Mississippi, described as follows, to-wit:

3.75 acres, more or less, being situated in Section 9, Township 2, Range 7 West, and more particularly described as follows:

Beginning at the northwest corner of Section 9, thence South 1 degree 32' 10" west along the west line of said section 40.0 feet to a point in the south right of way of Church Road; thence south 88 degrees 30' east along the south right of way of said section 760.23 feet to a point being the northeast corner of the Jerry W. Hunter, et ux, tract of record in Book 107, page 572, thence south 1 degree 18' 02" west 854.00 feet along the east line of said tract to a point being the southeast corner of said tract and thence south 1 degree 18' 02" west 852.95 feet to a point being the southeast corner of the tract conveyed to Una Pearl Smith, et vir and being the point of beginning; thence north 89 degrees 52' 18" west 381.59 feet to a point being the southwest corner, thence north 1 degree 17' 52" west a distance of 425' to a point being the northwest corner of this tract, thence south 88 degrees 53' 30" east 381.55 feet to a point being the northeast corner of this tract, thence south 1 degree 18' 08" a distance of 425' to the point of beginning.
This is the south $\frac{1}{2}$ of the property conveyed by Jerry Hunter, et ux to Una Pearl Smith and husband, Jack J. Smith.

This subordination extends only to the above described parcel and does not subordinate the remainder of the acreage held by the beneficiaries under said Deed of Trust.

This subordination is made by the beneficiaries herein to induce Credithrift of America, Inc. to make a loan to B. K. Hunter in the principal sum of Forty-Nine Thousand Three Hundred Nineteen and 22/100 (\$49,319.22) Dollars, and it is the intention of the undersigned beneficiaries that their lien on said 3.75 acre tract above described shall be subordinate to the lien to Credithrift of America, Inc., when same has been duly executed and recorded in the Chancery Clerk's office in Hernando, Mississippi.

Witness our signatures this the 17th day of March, 1976.

Catherine B. Marshall
Catherine B. Marshall

Shirley B. Guy
Shirley B. Guy

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 Catherine B. Marshall and Shirley B. Guy, who acknowledged that they signed and delivered the above and foregoing instrument 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 March, 1976.

Deborah B. Ansbros
NOTARY PUBLIC

My Commission Expires:

My Commission Expires January 8, 1980



STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 9 o'clock no minutes A M. 18 day of March 1976, and that the same has been recorded in Book 197 Page 381 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 18 day of March 1976.

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 F. L. Robinson, III, Vice-President of the beneficiary, Citizens Bank, Byhalia, does hereby certify that a certain trust deed bearing date the 17th day of June, 1975, made and executed by Glenn E. Powell to Citizens Bank, Byhalia 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 41, of the Record of Trust Deeds, on the 18th 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 1st day of March, 1976.



F.L. Robinson, III
Vice-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 F. L. Robinson, III, Vice-President of Citizens Bank, Byhalia, who acknowledged that he signed and delivered the above and foregoing Instrument on the day and date therein mentioned as the act and deed of said corporation, after first being duly authorized so to do.

GIVEN under my hand and official seal of office this the 1st day of March, 1976.


NOTARY PUBLIC

My commission expires:

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 1 o'clock 35 minutes P M. 17 day of March 1976, and that the same has been recorded in Book 197 Page 383 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this 18 day of March 1976.


CLERK

Fees \$ 2.50 nd.

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST

Class C

STATE OF MISSISSIPPI, } ss.
DeSoto County.

KNOW ALL MEN BY THESE PRESENTS: That First National Bank of Southaven
of DeSoto the beneficiary, does hereby certify that a certain trust deed
bearing date the 26th day of February 19 73, made and executed by John Hill & wife
Frances B. Hill of DeSoto to First National Bank
the above named beneficiary, and recorded in the office of the Chancery Clerk of DeSoto
County, in the State of Mississippi in Real Estate Trust Deed Record No. 155 on page 120
of the Record of Trust Deeds, on the 6th 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.

First National Bank

BY: Richard A. Taylor, Vice President

Richard A. Taylor Jr.

STATE OF MISSISSIPPI, } ss.
DeSoto County.

Personally came and appeared before me, the undersigned authority, Richard A. Taylor
in and for County and State aforesaid, Richard A. Taylor, 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 3rd day of March



Donna J. Ray

My Commission Expires Nov. 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. 18 day of March 1976, and that the same has
been recorded in Book 197 Page 384 records of REAL ESTATE Trust Deed
of said County.

Witness my hand and seal this the 18 day of March 1976.

Fees \$ 2.50 pd.

H. P. Ferguson CLERK

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST

Class C

Lot 784, F, Carriage Hills

STATE OF MISSISSIPPI, }
DeSoto County. }

KNOW ALL MEN BY THESE PRESENTS: That First National Bank of Southaven
of Southaven, Mississippi, the beneficiary, does hereby certify that a certain trust deed
bearing date the 13th day of March 1975, made and executed by Gaines Eugene Osborne
and Sue R. Osborne, of Southaven, Mississippi to First National Bank
the above named beneficiary, and recorded in the office of the Chancery Clerk of DeSoto
County, in the State of Mississippi in Land Trust Deed Record No. 184 on page 3
of the Record of Trust Deeds, on the 14th 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. This the 26th. day of January, 1976.

FIRST NATIONAL BANK OF SOUTHAVEN
By: Richard A. Taylor

STATE OF MISSISSIPPI, }
DeSoto County. }

Personally came and appeared before me, the undersigned authority Notary Public
in and for County and State aforesaid who acknowledged that he signed and
for and on behalf of and by authority of First National Bank of Southaven
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 January

My Commission expires:
My Commission Expires Nov 24, 1979.

Dorcas J. Young
Notary Public



LAWRENCE-GREENTWOOD 27244

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock
30 minutes A M. 18 day of March 1976, and that the same has
been recorded in Book 197 Page 385 records of REAL ESTATE Trust Deed
of said County.

Witness my hand and seal this the 18 day of March 1976.
H. H. Sugrue CLERK

Fees \$ 2.50 pd.

Paid, Satisfied and Cancelled

This 11 day of June 19 87

Julius Washington
Clara Washington

Attest
H.M. Ferguson
Chancery Clerk

FOR REAL ESTATE, CHATTEL OR BOTH

Charlie Jones, et ux,
Othie Lee Jones
To { DEED OF TRUST
Julius Washington, et ux,
Clara B. Washington

THIS INDENTURE, Made this 18th day of March 19 76
between Charlie Jones and his wife, Othie Lee Jones, Parties

and Julius Washington and wife, Clara B. Washington, Parties

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 Fourteen Thousand, Three Hundred Dollars (\$14,300.00) evidenced by their one monthly installment note of even date herewith for said amount, bearing interest at 7% per annum from December 1, 1976, and due and payable in 120 equal monthly installments of principal and interest in the amount of \$166.03 each, with the first of said installments due on or before January 1, 1977, and with one of said installments due on or before the first day of each succeeding month thereafter until said indebtedness is paid in full, and according to direct reduction loan amortization schedule.

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 F. C. Holmes, 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:

The lands situated in DeSoto County, Mississippi, described as follows, to-wit:

14.01 acres, more or less, situated in the South Half of the Southeast Quarter of Section Two (2), Township Two (2), Range Nine (9) West, and more particularly described by metes and bounds, as follows, to-wit:

Beginning at the Southeast corner of said Section Two (2); thence along the South line of said Section Two (2), South 84 degrees 30 minutes 00 seconds West 745 feet to an iron pin; thence North 5 degrees 43 minutes 33 seconds West 618.35 feet to an iron pin; thence North 84 degrees 20 minutes 43 seconds East 744.98 feet to a point on the East line of said Section Two (2); thence South 5 degrees 43 minutes 33 seconds East 820.36 feet along the East line of said Section Two (2) to the point of beginning, and as said lands are shown by Survey Plat and Certificate of Charles G. Carver, Registered Surveyor, dated February 6, 1976.

Said lands are the same lands conveyed to Second Parties by First Parties by warranty deed of even date herewith, and this is a purchase money deed of trust securing the payment of the deferred part of the purchase price for said lands, and this is a first and paramount lien against said lands.

The aforementioned note has full pre-payment privileges without penalty, and said note also provides, and First Parties hereby agree, that the failure to pay any one of the aforementioned monthly installments when due, shall operate at the option of the owners or holders of said note, to mature the entire indebtedness and the same may be declared at once due and payable.

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

Witness our signature & the date written above.

Witness

Charlie Jones
Othie Lee Jones

STATE OF MISSISSIPPI, DeSOTO COUNTY:

Personally appeared before me the undersigned Chancery Court Clerk of said County, the within named Charlie Jones and his wife, Othie Lee Jones

who acknowledged that they each 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 March 1976

My Commission Expires January 7, 1980.

H.M. Ferguson Clerk D. C.

STATE OF MISSISSIPPI, DeSOTO COUNTY:

Before me of said County, this day personally appeared the above named one of the subscribing witnesses to the foregoing Deed of Trust, who, being first duly sworn, deposed and saith that he saw the above named whose name subscribed thereto, sign and deliver

STATE OF MISSISSIPPI, DeSOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 20 minutes A. M. 18 day of March 1976, and that the same has been recorded in Book 197 Page 386 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this 18 March 1976.

Fees \$ 2.50

H.M. Ferguson

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
HENRY CARTHAL BRIDGES and wife, BOBBIE J. BRIDGES

of the first part, hereinafter designated as the Grantor,

Robert Q. Whitwell Trustee, of the second part, hereinafter designated as Trustee, and

FIRST NATIONAL BANK, 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
Fifty Nine Hundred Sixteen and No/100-----DOLLARS
(\$ 5,916.00) 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
, providing for the payment of attorney's fees in case of default and being due
and payable as follows, to-wit:

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

NOW, THEREFORE, in consideration of the premises, and the further consideration of Ten 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 618, Section F, Carriage Hills Subdivision,
in Section 24, Township 1 South, Range 8 West,
as per plat thereof recorded in Plat Book 6,
Pages 3 and 4, in the office of the Chancery
Clerk of DeSoto County, Mississippi.

CANCELLED BY AUTHORITY RECORDED IN 2001

217 PAGE 598

THIS 27 DAY OF Oct 19 74

H. H. Ferguson
CHANCEY CLERK

This Deed of Trust is Secondary, Junior, and Inferior to that certain Deed of Trust entered into by the Grantors herein to G. L. Oates, Trustee for Wortman & Mann, Inc., on December 31, 1971, and filed for record in Book 137, at Page 159, in the Office of the Chancery Clerk of DeSoto County, Mississippi.

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

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary herein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment of interest as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other covenant herein contained, then and in that event the entire principal sum secured hereby with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, or the owner or holder of said note or notes, be and become at once due and payable, and the trustee herein named, or his successor or successors, shall, at the request of the beneficiary, or at the request of any owner or holder of the note or notes secured hereby, sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid. Such sale shall be made by giving notice of the time, place and terms of sale as required by Section 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 or property, or upon the interest of 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 heretofore 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 12th day of March 1976

Henry Carthal Bridges
HENRY CARTHAL BRIDGES
Bobbie J. Bridges
BOBBIE J. BRIDGES

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, HENRY CARTHAL BRIDGES and wife, BOBBIE J. BRIDGES 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 March 1976

My Commission Expires: *My Commission Expires April 15, 1978*

Rose B. Latta
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. 18 day of March 1976, and that the same has
been recorded in Book 197 Page 387 records of REAL ESTATE Trust Deed
of said County.

Witness my hand and seal this the 19 day of March 1976.

Fees \$ 5.00 pd.

SEAL *H. P. Ferguson* CLERK

390

MEMORANDUM OF
MORTGAGE LOAN PARTICIPATION AGREEMENT

THIS AGREEMENT MADE AND ENTERED INTO as of the 12th day of MARCH, 1976, by and between STANDARD LIFE INSURANCE COMPANY, an insurance corporation, with its domicile and principal place of business in the City of Jackson, Hinds County, Mississippi, hereinafter referred to as "Standard", and JACKSON SAVINGS & LOAN ASSOCIATION, a savings and loan association, with its domicile and principal place of business in the City of Jackson, Hinds County, Mississippi, herein referred to as "Jackson Savings":

W I T N E S S E T H :

WHEREAS, Jackson Savings is holder of a certain Promissory Note payable to it executed by MURPHY INNS, INC., dated the 1st day of July, 1975, in the face amount of SEVEN HUNDRED THOUSAND AND NO/100 DOLLARS (\$700,000.00), bearing interest at the rate of 10.85% per annum from date until paid, said principal and interest payable in three hundred (300) monthly installments of Six Thousand Seven Hundred Eighty-Five and 02/100 Dollars (\$6,785.02) each, the first of which shall be due and payable on the 1st day of May, 1976, and said note is secured by a Land Deed of Trust of same date, conveying to the Trustee named therein certain real property lying and being situated in DeSoto County, Mississippi, and recorded in the office of the Chancery Clerk of DeSoto County, at Hernando, Mississippi, in Deed of Trust Book No. 187 on Pages 391 thereof; and

WHEREAS, Standard and Jackson Savings have an interest in said Note and Deed of Trust to the extent as hereinafter set forth; and

WHEREAS, the parties hereto desire to declare the terms on which said Note and Mortgage are held by Jackson Savings;

NOW, THEREFORE, it is mutually agreed by and between Standard and Jackson Savings as follows:

1. The ownership of Standard in said Note and Deed of Trust is to the extent of \$600,000.00 and Jackson Savings hereby assigns to Standard a participation interest in the above loan in the original sum of \$600,000.00. The ownership of Jackson Savings is to the extent of \$100,000.00. The return on the respective parties' investments is more particularly set forth in that certain Mortgage Loan Participation Agreement of even date herewith.

2. Jackson Savings agrees and binds itself to service said loan by receiving and applying the payments as above set forth, and by taking such other steps as are usual and customary in the servicing of real estate loans, for a fee to be agreed upon between the parties.

3. The purpose of this instrument is to give notice of said Mortgage Loan Participation Agreement of even date herewith, and all its terms, covenants and conditions to the same extent if said Mortgage Loan Participation Agreement were fully set forth herein.

4. This agreement shall be binding on and inure to the benefit of the successors and assigns of the parties hereto.

WITNESS the signatures on the parties on the day and date first hereinabove stated.

STANDARD LIFE INSURANCE COMPANY

BY: [Signature] *Reslyk*
Its: President

ATTEST:

[Signature]

JACKSON SAVINGS & LOAN ASSOCIATION

BY: [Signature]
Its: President

ATTEST:

[Signature]
Vice President

STATE OF MISSISSIPPI
COUNTY OF HINDS

Personally appeared before me, the undersigned authority in and for said County and State, W. R. NEWMAN, III, and W. M. GOOCH, who severally acknowledged that they are the President and the Secretary, respectively, of STANDARD LIFE INSURANCE COMPANY and they further severally acknowledged that they signed and delivered the foregoing instrument on the day and year therein expressed and for the purposes therein expressed, for and on behalf of and as the act and deed of STANDARD LIFE INSURANCE COMPANY and affixed its corporate seal thereto, being fully authorized to perform said acts on behalf of said corporation.

GIVEN under my hand and official seal on this the 16th day of March, 1976.

[Signature]
NOTARY PUBLIC

My Commission Expires:

My Commission Expires June 23, 1976



STATE OF MISSISSIPPI
COUNTY OF HINDS

Personally appeared before me, the undersigned authority in and for said County and State, Brad Dye and Bush Busbee, who severally acknowledged that they are the President and the Vice President, respectively, of JACKSON SAVINGS & LOAN ASSOCIATION, and they further severally acknowledged that they signed and delivered the foregoing instrument on the day and year therein expressed and for the purposes therein expressed, for and on behalf of and as the act and deed of JACKSON SAVINGS & LOAN ASSOCIATION and affixed its corporate seal thereto, being fully authorized to perform said acts on behalf of said corporation.

GIVEN under my hand and official seal on this the 12th day of March, 1976.

[Signature]
NOTARY PUBLIC

My Commission Expires:

My Commission Expires May 19, 1977

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 11 o'clock 00 minutes A. M. 18 day of March 1976, and that the same has been recorded in Book 197 Page 390 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 19 day of March 1976.

Fees \$ 4.00 pd.

SEAL *[Signature]* CLERK

Assignment of this Instrument Recorded in Real Estate TID Book 213 Page 46
 This the 28 day of June 1977
H. G. Ferguson Clerk

Assignment of this Instrument Recorded in Real Estate TID Book 205 Page 176
 This the 21 day of Oct 1976
H. G. Ferguson Clerk

Assignment of this Instrument Recorded in Real Estate TID Book 197 Page 628
 This the 26 day of March 1976
H. G. Ferguson Clerk

VA Form 26-6822 (Home Loan)
 Revised January 1974. Use Optional Section 1510, Title 28, U.S.C. Acceptable to Federal National Mortgage Association.

MISSISSIPPI

DEED OF TRUST

THIS DEED OF TRUST, made and entered into this 16th day of March, 1976,
 by and between

DAVID L. MUNSEY and wife, LUCILLE A. MUNSEY,

, hereinafter called the Grantor;

Max B. Ostner, Jr., hereinafter called the Trustee, and

JAMES E. MCGEHEE & COMPANY, INC.,

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

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

Lot 9, Section A, Revised, Churchwood Estates Subdivision, in Section 2, Township 2 South, Range 8 West, as per plat thereof recorded in Plat Book 12, Pages 45 and 46, in the office of the Chancery Clerk of DeSoto County, Mississippi.

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

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

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

RENT Mrs. Spw. Corp.
 Assignment of this Instrument Recorded in
Real Estate TID Book 208 Page 620
 This the 20 day of Dec. 1983
H. G. Ferguson Clerk

CANCELLED BY AUTHORITY, RECORDED IN BOOK

1302 PAGE 368
 THIS 6 DAY OF April 2000
W E Davis

W E Davis
 CHANCERY CLERK

Attempted
 CANCELLED BY AUTHORITY, RECORDED IN BOOK

1188 PAGE 739
 THIS 16 DAY OF Feb 2000

W E Davis by Tc
 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-Six Thousand Eight Hundred & no Dollars (\$ 36,800.00), 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 James E. McGehee & Co., Inc., 2200 Commerce Square, 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 Seventy & 11/100 Dollars (\$ 270.11), commencing on the first day of May, 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 April, 2006.

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.

David L. Munsey
David L. Munsey

Lucille A. Munsey
Lucille A. Munsey

STATE OF MISSISSIPPI,
COUNTY OF DESOTO

Personally appeared before me Deborah B. Ansbro, the undersigned Notary Public in and for said County, the within named David L. Munsey and Lucille A. Munsey, his wife, who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and seal this 16th day of March, 1976.

Deborah B. Ansbro
Notary Public

My Commission Expires January 8, 1978



RETURN TO
W. F. R. & B., LTD.
P.O. BOX 241
SOUTHAVEN, MISSISSIPPI 38671

MISSISSIPPI Trust or for at 10:30 A.M. day of March, 1976. The Court of Chancery 225315

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock 30 minutes A.M. 19 day of March 1976, and that the same has been recorded in Book 197 Page 393 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 19 day of March 1976.
Fees \$ 5.00 pd.
SEAL *H. P. Ferguson* CLERK

FOR THE CONSIDERATIONS hereinafter mentioned, and to secure the payment of the indebtedness and the faithful performance of the covenants hereinafter described, I/we do hereby transfer, assign, sell, convey and warrant unto H. T. Odom who is

hereby appointed trustee with full power and authority to execute this trust, the following described property lying and being situated in Tunica & Desoto County, State of Mississippi, to-wit:

(A)

The following described land in Tunica and DeSoto Counties, Mississippi, being the Southeast Quarter (SE 1/4) of Section Thirteen (13), Township Three (3) South, Range Ten (10) West in Tunica County, Mississippi, and a portion of the Southwest Quarter (SW 1/4) of Section Eighteen (18), Township Three (3) South, Range Nine (9) West in DeSoto County, Mississippi, and a portion of the North Half (N 1/2) of the Northwest Quarter (NW 1/4) of Section Nineteen (19) in Township Three (3) South, Range Nine (9) West in DeSoto County, Mississippi, all of said land being more particularly described as follows:

Beginning at the Southeast corner of Section Thirteen (13), Township Three (3) South, Range Ten (10) West in Tunica County, Mississippi, and run thence along the South line of said Section South 89 degrees 49 minutes 24 seconds West 2,659.01 feet to a concrete post recognized as the Southwest corner of the Southeast Quarter (SE 1/4) of Section Thirteen (13), Township Three (3) South, Range Ten (10) West; thence along the West line of said quarter section North 00 degrees 20 minutes 36 seconds West 2,576.02 feet to an iron pin; thence along the North line of said quarter section North 89 degrees 49 minutes 24 seconds East 2,659.01 feet to an iron pin; thence along the North line of the Southwest Quarter (SW 1/4) of Section Eighteen (18), Township Three (3) South, Range Nine (9) West, North 89 degrees 49 minutes 24 seconds East 1,516.02 feet to a nail set in Kelly Road; thence along said road with the following calls: South 12 degrees 13 minutes 9 seconds West 82.10 feet; thence South 18 degrees 49 minutes 46 seconds West 305 feet; thence South 22 degrees 55 minutes 56 seconds West 282.31 feet; thence South 01 degree 42 minutes 35 seconds East 335.15 feet to a nail set in said road; thence along a private road with the following calls: South 12 degrees 9 minutes 18 seconds West 332.45 feet; thence due South 670.00 feet; thence South 11 degrees 50 minutes 36 seconds West 578.76 feet to an iron pin; thence South 26 degrees 46 minutes 31 seconds East 117.66 feet to an iron pin; thence South 02 degrees 50 minutes 9 seconds West 853.65 feet to an iron pin; thence South 14 degrees 00 minutes 21 seconds West 691.80 feet to an iron pin; thence along Battle Ewing's North line North 79 degrees 39 minutes 44 seconds West 946.27 feet to a concrete post; thence along the West line of Section Nineteen (19), Township Three (3) South, Range Nine (9) West North 00 degrees 20 minutes 36 seconds West 1,403.8 feet to the point of beginning, containing 269.25 acres, more or less, of which 157.25 acres lie in Tunica County, with the remainder being in DeSoto County, and with all bearings referenced to true North.

Subject to rights of way and easements for public roads, public utilities, and drainage canals as now located on said land or shown of record.

Signed for Identification with Deed of Trust Dated February 9, 1976

T. E. Swindoll
T. E. Swindoll

Eloise Swindoll
Eloise Swindoll

CANCELLED BY AUTHORITY RECORDED IN BOOK
221 PAGE 713
THIS 16 DAY OF Feb 19 78
H. H. Ferguson
CHANCERY CLERK

BOOK 92 PAGE 434

(B) Also the entire interest of the grantor or grantors, herein, and any and all of them, now owned or hereafter acquired, in any and all crops of cotton, corn, hay, and any and all agricultural products, of any and all kinds whatsoever, including cottonseed grown and to be grown by said grantor, or grantors, and any and all of them, and by any and all tenants, croppers, share-croppers, laborers and other employees of grantors herein, and any and all of them, during the year 19____ on any and all of the lands heretofore described; and on any and all lands cultivated or controlled by the grantors, or any of them, elsewhere in said County; and together with all the rents, issues, and profits arising from or growing out of any and all of the above described property; and in case no specific lands are described immediately preceding this paragraph, then on any and all lands cultivated or controlled by the grantors, or any of them anywhere in said County.

(C) Also the following live-stock and other personal property:

(a) Horses and _____ mules; said horses and mules being now owned by and in the possession, or under the control of grantors herein, or some of them, on the aforesaid described lands; and also any and all other horses, mules, cattle, hogs, and other live-stock now owned by and in the possession or under the control of grantors herein, or any of them, and now on said above described lands, or used in or about the operation thereof, or in connection therewith, or elsewhere in said County, and any and all horses, mules, cattle, hogs, and other live-stock of any and all kinds whatsoever which may be acquired by grantors herein, and any and all of them, within one year from the date of this instrument for use upon or in connection with the lands heretofore described, or other lands in said County, and/or all crops hereby conveyed; it being the intention hereof to convey the entire right, title, and interest of the grantors herein, and any and all of them, in and to all live-stock of any and all kinds whatsoever now or within 12 months hereafter located on or used in the operation of or in connection with the lands heretofore described or other lands in said County, and/or the crops hereby conveyed.

(b) Also all trucks, automobiles, wagons, harness, gear, plows, harrows, and other farming implements and utensils of any and all kinds whatsoever now owned by and in the possession or under the control of grantors herein, and any and all of them, and located on or used in the operation of or in connection with any part of the lands and crops heretofore described, or elsewhere in said County, and other farming implements and utensils of any and all kinds whatsoever which may be acquired by grantors herein, or any of them, within one year from the date of this instrument, for use upon or in connection with any part of the heretofore described lands and crops, or elsewhere in said County.

(c) Also all notes, accounts and other debts and the evidences thereof, together with all liens and encumbrances by which the same may be or become secured, growing out of or arising from any and all advances or sales of property heretofore made, or which may be made within one year from the date of this instrument by the grantors herein, or any of them, to any and all tenants, croppers, share-croppers, laborers and other employees on the lands above described, or elsewhere in said County, or in connection with any crops hereby conveyed.

(d) Also the following collateral, to-wit:

All amounts due or to be received by me in connection with or arising from my 19____ - _____ acreage reduction contract with the Department of Agriculture, including rental, parity, exemption certificates, and any and all other amounts or benefits, are hereby transferred and assigned to Staple Cotton Discount Corporation.

Also, all amounts due or to be received by me/us from the Department of Agriculture, or other Governmental Agency, in connection with or arising from Crop Insurance during the current crop year.

Also all amounts due or to be received by me/us in connection with or arising from the Reserve Fund of Staple Cotton Cooperative Association, heretofore or hereafter created. Staple Cotton Cooperative Association is hereby authorized and directed to pay said Reserve Fund, when payable, direct to Staple Cotton Discount Corporation.

(f) The joint and several interest of the grantors in all of the above described property is hereby conveyed, as well as the right, title and interest therein that may be held by any partnership in which the grantors, or any of them, are interested as partners.

(D) IN TRUST HOWEVER, And upon the following conditions, to-wit:

(1) To secure the payment of my/our indebtedness to Staple Cotton Discount Corporation
Greenwood, Mississippi

In the sum of Twenty Thousand Sixty Eight and 30/100 DOLLARS,
evidenced by One promissory note (s) of even date herewith, bearing interest at the rate of 10 per cent per annum from the date thereof, all
conditioned for the payment of ten per cent on the amount thereof as attorney's fees if placed in the hands of an attorney for collection, as follows, to-wit:

One Note for \$20,068.30 Due on Demand After November 15, 1976

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, 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, endorsement, guaranty or otherwise.

Should any indebtedness secured by this deed of trust become owned by or pledged to the Federal Intermediate Credit Bank of New Orleans as security, then said indebtedness, to the extent of the vendor's and/or interest of the Federal Intermediate Credit Bank of New Orleans, its successors and assigns, shall be secured by a prior lien on the property therein conveyed and to be paid by preference and priority out of the proceeds of the sale thereof over any other indebtedness hereby secured.

And also to secure any amounts paid by the holder of any indebtedness secured hereby to protect the above described security in insurance, taxes or other dues, on which amounts I/we agree to pay interest at the rate of eight per centum per annum.

(2) The beneficiary and/or holder hereof shall at all times have the right to stop further advances, and at its option to mature the indebtedness at any time when, in its judgment the proceeds from the sale of the cotton conveyed by this instrument will probably be insufficient to pay in full the indebtedness secured hereby or when in its judgment the security is endangered either by default of the borrower or by fortuitous event, such as freeze, flood, etc., such examples being illustrative and not inclusive.

(3) Any and all sums of money, or other valuable things which may be hereafter advanced by the beneficiary and/or the holder of the indebtedness secured hereby to or for the amount of the grantors herein, or any of them, shall be secured by this instrument, bear interest at the rate of eight per centum per annum, be payable on demand, unless otherwise agreed, and be collectible by sale of the property and choses in action hereby assigned and conveyed, as herein provided.

(4) I/We, hereby agree and undertake to keep all of the buildings on the lands hereby conveyed, and all cotton conveyed by this deed of trust, insured against loss by fire to the full insurable value thereof, with loss payable clause in favor of the trustee herein, for the use of the beneficiary, or beneficiaries herein, as their interest may appear; and any sums which may be paid by the beneficiary and/or any holder of any of the indebtedness hereby secured on account of premiums on such insurance, or on account of taxes on any of the above described property, shall be considered as advances under this deed of trust, and shall be hereby secured.

(5) It is further expressly agreed that any beneficiary and/or holder of any of the notes or other indebtedness hereby secured may at any time postpone the date of maturity of any of said notes or indebtedness; or may renew the same, or may take new notes evidencing such indebtedness, varying the interest to any extent that may be agreed upon, or may alter the form of such notes, and/or indebtedness to any extent, without notice to or consent from any subsequent mortgages, judgment creditors or other encumbrances of any of the property hereby conveyed, or without notice to or the consent of any maker, endorser or obligor on any note, indebtedness, or covenant herein described. The holder or holder of all of the notes, and other indebtedness hereby secured may at their discretion release any part, or parcel, of the property hereby conveyed from the terms and provisions of this instrument, without in any way affecting the validity of this instrument, as to covenants of so much of the property as is not released, and without in any way affecting the liability of any obligor or obligors on any note, indebtedness or covenant herein referred to.

(6) Should the Staple Cotton Discount Corporation of Greenwood, Mississippi, become the owner or holder of any one or more of the notes or evidences of indebtedness to secure the payment of which this trust deed is given, then and in such event all cotton covered by this instrument shall be delivered to the Staple Cotton Cooperative Association and/or as directed by the trustee as soon as agreed, to be sold by the said Staple Cotton Cooperative Association in accordance with its marketing agreement; the proceeds of such sale to be applied to the indebtedness secured hereby until paid, any balance to be paid to the grantor or any of them and the Staple Cotton Discount Corporation or any assignee thereof, and the holders of such note or notes or other evidences of indebtedness shall have priority as to the lien hereby created as against any holder or holders of any other part of the indebtedness secured by this trust deed. All other notes or evidences of indebtedness secured by this trust deed not so assigned shall be and remain and are hereby declared to be subordinate to the lien in favor of the Staple Cotton Discount Corporation or to the extent of the amount of the indebtedness hereby secured which may be sold, assigned or transferred to or hypothecated with the Staple Cotton Discount Corporation. Should any note or notes discounted with the Staple Cotton Discount Corporation be indorsed without recourse, then each and all notes or other evidences of indebtedness so indorsed shall have priority over each and all other notes or other evidences of indebtedness indorsed with recourse.

(7) In the event the grantor or grantors herein shall fail to deliver said cotton as soon as agreed to the Staple Cotton Cooperative Association, and/or as the Trustee may direct, or if, at any time the trustee herein shall reasonably believe any of the property hereby conveyed to be endangered as security for any note or indebtedness hereby secured, he may take possession of such property, and either hold the same until the maturity of the indebtedness hereby secured, or may sell the same as herein provided; and in the event he shall take possession of any growing or unharvested crop hereby conveyed, he may proceed to cultivate or finish cultivating and gathering said crops, or any part of same, and all of the expenses of so doing shall bear interest at the rate of eight per centum per annum, and shall be secured by this instrument.

(8) If default be made in the payment of any indebtedness secured hereby and the grantors, or any of them, have delivered any cotton to the Staple Cotton Cooperative Association, as provided herein, then all of the rights of such grantors, or any of them, in and to such cotton and/or their rights to control the sale thereof under their respective marketing agreements with said Association are hereby transferred and assigned to the Staple Cotton Discount Corporation, and the Staple Cotton Cooperative Association is hereby authorized and directed to accept instructions from the Staple Cotton Discount Corporation as to the sale thereof. This provision is not intended to restrict, limit, or modify the rights of the Staple Cotton Cooperative Association under its marketing agreement with the grantors, or any of them, but in the event of such default to grant to the Staple Cotton Discount Corporation fully and completely all the rights of the grantors, or any of them, under such marketing agreements with reference to the sale of such cotton.

(9) In the event it shall become necessary to foreclose this instrument as to the choses in action and all other collateral of every kind and character transferred and conveyed by this instrument, then the said trustee may sell same, or any part thereof, at private sale to the best advantage instead of at public auction as hereinafter provided, and the said trustee shall have the option to collect such choses in action and other collateral as may be readily collectible without resorting to a sale thereof.

(10) In case of foreclosure the trustee shall deliver all cotton conveyed by this instrument to the Staple Cotton Cooperative Association of Greenwood, Mississippi, for sale under its marketing agreement and the provisions of this instrument, the proceeds from such sales to be applied against the indebtedness secured hereby as the beneficiary and/or holder may elect until paid in full and the balance of such proceeds, if any, to be paid to the grantors or any of them.

(11) It is agreed that such delivery of said cotton under the foregoing paragraph shall in no wise impair or affect the rights of the trustee herein in case

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of real estate to process in his unincorporated operation to sell the real estate and personal property, other than cotton, conveyed by this instrument; and said trustee in such event shall nevertheless have the right at his election to proceed to sell all or a part of said real and personal property or both, and to offer and sell said personal property in bulk as a whole or otherwise, and to make as many different sales of either the real or personal property and at such time or times as any and all of such matters may seem to said trustee proper, necessary or convenient.

(12) Any holder of any note or other item of indebtedness hereby secured may transfer or assign same at will, and both the assignor and assignee are hereby expressly released from any necessity of recording or noting on any record any such transfer or assignment of said note or item of indebtedness, the grantors herein, and all of them, expressly waiving any and all rights, privileges or benefits conferred upon them by any law regulating the transfer or assignment of the indebtedness secured by this instrument.

(13) Any security transferred or hypothecated by grantors herein, or any of them, to any holder of any indebtedness hereby secured, shall be considered cumulative security to this deed of trust.

(14) The grantors hereby agree to pay to the Staple Cotton Discount Corporation a reasonable fee for the cost of inspecting the above property during the current year, which shall also be secured by this instrument.

(15) NOW, if I/We shall pay said note (s) at the maturity thereof, and any and all other indebtedness which may become secured hereby, and shall comply with the terms, provisions and stipulations herein contained, then this instrument shall be void. But should I/We fail to pay said note (s), or any one of them, at the maturity thereof, or fail to pay when due the indebtedness which may become secured hereby, or any part thereof, or fail to comply with the terms, provisions and stipulations herein contained, the beneficiary and/or the holder of the indebtedness hereby secured shall have the right at its option, to declare the whole indebtedness secured hereby at once due and payable, whether the time for the maturity of the remainder thereof, as herein provided, or as may be provided in the evidence of such other indebtedness as may become secured hereby, shall have arrived or not, and said Trustee, whenever thereafter requested by the holder of the indebtedness secured hereby so to do, shall sell the whole or any part of the property and choses in action transferred, assigned and conveyed by this instrument, at public auction, to the highest bidder, for cash, at such time or times, and such place or places, in said County as said trustee may designate. The sale of said land shall be advertised and said land sold in the manner now provided by the laws of Mississippi for sales of lands under deeds of trust, and the sale of said personal property and choses in action shall be advertised by posting a written notice of the time, place and terms of sale at the Courthouse of said County, or in some other public place in said County, ten days prior to such sale. Out of the proceeds of such sale or sales said trustee shall first pay the expenses of executing this trust, including a trustee's fee, which is hereby fixed at five per cent of the indebtedness secured and to be secured hereby, and shall then pay and satisfy all indebtedness which may then be secured by this instrument, including attorney's fees, if any; and it is agreed that the attorney's fees hereinafter provided for shall accrue on said notes, if the same be placed in the hands of an attorney for collection after the same have been declared due and payable as hereinbefore provided; any balance remaining shall be paid to the grantor or grantors herein, or any of them, but the grantors herein and each of them agree that should the proceeds from such sale or sales by foreclosure or otherwise be insufficient to liquidate all classes of indebtedness secured hereby that the beneficiary and/or the holder shall have the right at its option to apply such proceeds to such part or such classes of said indebtedness as it may elect.

(16) While this instrument is given to secure advances for the purposes heretofore stated, it is also given in renewal and extension of prior deeds of trust given by the grantor, grantors, or any of them, for the benefit of or acquired by the Staple Cotton Discount Corporation, and this instrument shall in no way impair said deeds of trust and shall in no wise impair any other security held by the holders hereof, but it is intended that this instrument shall be considered additional and cumulative security for the payment of the indebtedness mentioned in said prior deeds of trust.

(17) The owner or holder of the indebtedness secured hereby may, at any time, in the manner provided by law, appoint a trustee, or a succession of trustees, in the place and stead of the trustee herein named, and any trustee so appointed shall have all the rights, powers and privileges conferred by law or this instrument on the trustee herein named. Should such beneficiary, lender or owner be a corporation, such substitution may be made by any officer thereof.

(18) Should the property hereby conveyed be located in two or more counties, then the word County where used in this instrument shall mean Counties, and in the event of a sale of lands under this instrument same may be made in any of the counties in which any part of the land lies.

Witness my/our signature(s) this the 9th day of February, 1976

T. E. Swindoll
T. E. Swindoll

Eloise Swindoll
Eloise Swindoll

STATE OF MISSISSIPPI,

COUNTY OF Tunica

Before me, the undersigned authority in and for said County and State, this day personally appeared T. E. Swindoll and Eloise Swindoll



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 2 day of March 1976

Wilbur C. Faulkner
Notary Public

STATE OF MISSISSIPPI,

COUNTY OF Tunica

I, Hugh J. Hawkins, Clerk of the Chancery Court of said County,

do hereby certify that the within instrument of writing was filed for record in my office on the 5 day of March

1976, at 11:05 o'clock and 11 minutes A. M., and that the same, together with the certificate and acknowledgment, is now duly recorded in

Book 92, Page 433, of record of MORTGAGES AND DEEDS OF TRUST ON LANDS-CHattel RECORDS, in my office.

Given under my hand and official seal, this 5 day of March, 1976

Hugh J. Hawkins, Clerk.
Charlitta A. Mansfield, D. C.

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock 30 minutes A. M. 19 day of March, 1976, and that the same has been recorded in Book 197 Page 397 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 19 day of March, 1976.

Fees \$ 5.50 pd.

SEAL H. H. Ferguson CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK

207 PAGE 117

THIS 28 DAY OF Dec. 1976

H. B. Ferguson
CHANCERY CLERK

ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS:

That for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration to it cash in hand paid by Security Bank, Paragould, Arkansas, receipt and sufficiency of which are hereby acknowledged, Mid-South Mortgage Company, An Arkansas Corporation, with its principal place of business at 205 West Bond, West Memphis, Arkansas, does hereby bargain, sell, transfer, assign, set over and deliver unto Security Bank, its successors and assigns that certain Promissory Note executed by W. R. Thompson and Betty J. Thompson, his wife, to Mid-South Mortgage Company dated January 10, 1976, in the amount of \$20,000.00 with interest to accrue thereon and the security therefor consisting of a Deed of Trust from W. R. Thompson and Betty J. Thompson to Lindsey J. Fairley, Trustee for Mid-South Mortgage Company dated March 4, 1976, and recorded in Book _____ Page _____ of the records of Woodruff County, Arkansas; that certain Promissory Note from Thomas H. Carr and Pamela A. Carr to Mid-South Mortgage Company dated December 13, 1975, in the original principal amount of \$45,512.75 with interest to accrue thereon and the security therefor consisting of a Deed of Trust covering real estate in Crittenden County, Arkansas, executed by Thomas H. Carr and Pamela A. Carr to Lindsey J. Fairley, Trustee for Mid-South Mortgage Company recorded in Book 517 at Page 64 of the records of Crittenden County, Arkansas, and a Deed of Trust from Thomas H. Carr and wife, Pamela Ann Carr to Thomas B. Goldsby, Jr. Trustee for Mid-South Mortgage Company covering lands in De Soto County, Mississippi, dated December 17, 1975, and recorded in Book 194 Page 503 of the records of De Soto County, Mississippi; and that certain Promissory Note executed by John R. Henry and Peggy Henry to Mid-South Mortgage Company dated February 23, 1976 in the original principal amount of \$25,000.00 with interest thereon and the security therefor of a Deed of Trust covering real estate in Craighead County, Arkansas, and Poinsett County, Arkansas, recorded in Book _____ at Page _____ of the records of Craighead County, Arkansas, and in Book _____ at Page _____

of the records of Poinsett County, Arkansas.

IN WITNESS WHEREOF, Mid-South Mortgage Company, an Arkansas corporation has caused these presents to be executed by its President, attested by its Secretary and its Corporate Seal hereunto affixed this 9th day of March, 1976.

MID-SOUTH MORTGAGE COMPANY

By: *Thomas B. Goldsby, Jr.*
Thomas B. Goldsby, Jr., President



Harry A. McCarty
Harry A. McCarty, Assistant Secretary

ACKNOWLEDGMENT

STATE OF ARKANSAS
COUNTY OF CRITTENDEN

On this 9th day of March, 1976, before me, a Notary Public duly qualified, commissioned and acting within and for said County and State aforesaid, appeared in person the within named THOMAS B. GOLDSBY, JR. and HARRY J. McCARTY, to me personally well known, who stated that they were the President and Assistant Secretary of MID-SOUTH MORTGAGE COMPANY, an Arkansas corporation, and were fully authorized in their respective capacities to execute the foregoing Assignment for and in the name and behalf of said corporation, and further stated and acknowledged that they had so signed, executed and delivered said instrument for the consideration, uses and purposes therein contained and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

Michael Almeda
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. 19 day of March 1976, and that the same has been recorded in Book 197 Page 401 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 19 day of March 1976.

Fees \$ 3.50 pd.

SEAL *H. P. Ferguson* CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK

216 PAGE 587

THIS 6 DAY OF Oct 1977

W. D. Johnson
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
THOMAS K. CLEVELAND AND WIFE, MARIE CLEVELAND

of the first part, hereinafter designated as the Grantor,

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

THE HERNANDO BANK, of the third part, hereinafter designated as the Beneficiary.

WITNESSETH: That whereas the Grantor is justly indebted to the beneficiary in the full sum of
TWENTY ONE THOUSAND NINE HUNDRED FORTY-THREE & 20/100----- DOLLARS
(\$ 21,943.20) evidenced by one promissory note of even date herewith in favor of
AS set forth in said Note
the beneficiary, bearing interest at the rate of ~~XX~~
, providing for the payment of attorney's fees in case of default and being due

and payable as follows, to-wit: in twelve (12) monthly installments of principal and interest, in the amount of One Thousand Eight Hundred Twenty-eight & 60/100 (\$1,828.60) each, with the first of said monthly installments of principal and interest due on or before May 1st, 1976, and one of said monthly installments being due and payable on or before the same day of each succeeding month thereafter, until all of said indebtedness shall be paid in full.

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

NOW, THEREFORE, in consideration of the premises, and the further consideration of Ten Dollars (\$10.00) cash in hand paid by the aforesaid trustee, the receipt of which is hereby acknowledged, the grantor does hereby convey and warrant unto the said trustee, the property situated in the County of DeSoto, Section Thirty (30), Township Three (3), Range Seven (7) West,

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

The following land lying and being situated in the Southwest Quarter of Section 30, Township 3, Range 7 West, DeSoto County, Mississippi:

TRACT I: BEGINNING at a point on the east right of way line of U.S. Highway 51 opposite Highway station 95 plus 50 and intersecting with the south right of way line of public road known as the Old Belmont Road; thence south 835 feet to the southwest corner of the W. E. Manning, et ux, five (5) acre tract; thence east 521.875 feet to the southeast corner of the W. E. Manning, et ux, five (5) acre tract, which is the point of beginning of the herein described tract of land; run thence north along the east line of the W. E. Manning, et ux, five (5) acre tract

208.75 feet to a stake; thence east 521.875 feet to a stake, on the west right of way line of Old Belmont Road; thence south along the west right of way line of Old Belmont Road 208.75 feet to a stake; thence west 521.975 feet to the point of beginning, containing two and one-half (2 1/2) acres, more or less.

TRACT II: BEGINNING at a point on the east right of way line of U.S. Highway #51 opposite Highway Station 95 plus 50 and intersection with South right of way line of public road known as the Old Belmont Road; thence south 417.5 feet to the northwest corner of the W. E. Manning, et ux, lot as shown by the Warranty Deeds of date, October 14, 1955, and January 26, 1956, of record in Book 42, Page 437, and Book 42, Page 567, respectively, of the Deed Records of said County; thence east 835 feet to a stake in the East line of the Winfred L. Johnson, et ux, lot as shown by Warranty Deed of date, August 20, 1955, of record in Book 42, Page 353, of the Deed Records of said County, which is the point of beginning of the herein conveyed tract of land, thence south 208.75 feet along the east line of the said Winfred L. Johnson, et ux, lot to a stake; thence east 208.75 feet to a stake in the west right of way line of the Old Belmont Road; thence north along the west right of way line of the Old Belmont Road 208.75 feet to a stake; thence west 208.75 feet to the point of beginning of the herein conveyed tract of land, containing one (1) acre, more or less, and being a part of the lands conveyed by Mrs. Lucile H. Bufkin, et al, to M. H. Vernon by General Warranty Deed of date, November 14, 1947, of record in Book 35, Page 360, of the Deed Records of DeSoto County, Mississippi, and being the same one (1) acre tract conveyed to J. L. Kilgore, by Warranty Deed of record in Book 44, Page 184, of the land records of DeSoto County, Mississippi.

This Deed of Trust is junior and inferior to that certain Deed from Thomas K. Cleveland and wife, Marie Cleveland, to the Hernando Bank recorded in Book 188, Page 311, 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 288 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 March 19 76

Thomas K. Cleveland
Thomas K. Cleveland

Marie Cleveland
Marie Cleveland

STATE OF MISSISSIPPI
COUNTY OF DeSoto

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

Thomas K. Cleveland and wife, Marie Cleveland
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 March 19 76
My Commission Expires: Jan. 7, 1978
E. H. B. Barber
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock
30 minutes A. M. 19 day of March 1976, and that the same has
been recorded in Book 192 Page 403 records of REAL ESTATE Trust Deed
of said County.
Witness my hand and seal this the 19 day of March 1976.

Fees \$ 5.00 pd.
SEAL *H. P. [Signature]* CLERK

Mississippi

ASSIGNMENT OF DEED OF TRUST

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

UNION PLANTERS NATIONAL BANK OF MEMPHIS

that certain Deed of Trust executed by

ELIZABETH WILDER SPRAY

to C. B. Henley, Trustee, for the benefit of Bailey Mortgage Company, dated December 22nd, 1975, securing a note in the sum of \$ 31,250.00 recorded in Book 197, Page 253 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 18th day of March, 19 76.

BAILEY MORTGAGE COMPANY

William Cook, Vice President

STATE OF MISSISSIPPI
COUNTY OF HINDS.....

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

GIVEN under my hand and official seal, this the 18th day of March, 19 76.

Margaret Dargue Moore
NOTARY PUBLIC

My Commission Expires Feb. 22, 1978

BMC-14

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 30 minutes A. M. 19 day of March 1976, and that the same has been recorded in Book 197 Page 406 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 19 day of March 1976.

Fees \$ 2.50 pd.

SEAL H. P. Ferguson CLERK

W.P.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 5th day of March 1973, made and executed by William Bankhead Courtney
and wife Ann Todd Courtney 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. 155 on page 113
of the Record of Trust Deeds, on the 6th day of March, A. D. 1973, is now fully paid
and satisfied; and I do hereby authorize the Clerk of the Chancery Court of said DeSoto
County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of
said County also as provided by law. This the 18th day of March, 1976.

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 18th day of March A. D. 1976

My Commission Expires Jan. 7, 1978

Elois M. Barbee

LAWRENCE-GREENWOOD 21644

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock
30 minutes A. M. 19 day of March 1976, and that the same has
been recorded in Book 197 Page 407 records of REAL ESTATE Trust Deed
of said County.

Witness my hand and seal this the 19 day of March 1976.

Fees \$ 2.50 pd.

SEAL H. P. Ferguson CLERK

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

MISSISSIPPI
ASSIGNMENT OF DEED OF TRUST

For valuable consideration, the receipt of which is acknowledged, the undersigned does hereby sell, transfer and assign unto GOVERNMENT NATIONAL MORTGAGE ASSOCIATION, that certain Deed of Trust executed by Archie C. White and wife, Helen M. White, to Delta Title Company, Trustee, for the benefit of National Mortgage Company, a Tennessee Corporation, dated February 11, 1976, securing a note in the sum of \$ 28,000.00, recorded in Book 196 Page 525, of the office of the Chancery Clerk of DeSoto County, Mississippi, together with the indebtedness secured thereby.

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

The undersigned covenants that the original Note secured by said Deed of Trust and assigned by this instrument is in the principal amount of \$ 28,000.00, plus interest at the rate of 7 3/4% per annum, the first monthly installment being due the 1st day of March, 19 76.

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 4th day of March, 19 76.

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

ATTEST:
Marvin J. Loskove
Marvin J. Loskove
Assistant Secretary

STATE OF TENNESSEE
COUNTY OF SHELBY

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

GIVEN UNDER MY HAND and seal of office, this the 4th day of March, 19 76.

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 30 minutes A. M. 19 day of March 1976, and that the same has been recorded in Book 197 Page 408 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 19 day of March 1976.

Fees \$ 2.50 pd.

SEAL *H. P. Ferguson*
CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK
328 565
20 MAY 1926
H. D. Ferguson
CHANCERY CLERK

Assignment of this Instrument Recorded in
Real Estate T. D. Book
No. 197 Page 443
This the 22 day of March 1926
H. D. Ferguson Clerk

409

DEED OF TRUST

CHARLES E. HOOD AND WIFE, MARY GLENDA HOOD to BRIDGETOWN, INC., A Mississippi Corporation.

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

Lot 339 Section B, Bridgetown Subdivision, as shown on plat recorded in Plat Book 14, Pages 38-44, 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 Nine Thousand Dollars and No Cents Dollars (\$ 9,000.00), 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 \$ 118.94 each beginning the 1st day of May, 1926, with a like installment due and payable on or before the 1st day of each succeeding month thereafter until paid in full.

(B) Also any amount paid out or contracted to be paid, by the holder of said indebtedness to protect the property herein described or the title thereto, including insurance, taxes, assessments, and any other liens or charges. All such additional indebtedness or advances, when not otherwise specified by contract to bear ten (10) per cent interest from date made, and due on demand.

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

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

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

Assignment Recorded in
Real Estate T. D. Book
No. 299 Page 705
This the 5 day of July 1923
H. D. Ferguson

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 29th day of February, 1976.

Charles E. Hood
CHARLES E. HOOD
Mary Glenda Hood
MARY GLENDA HOOD

STATE OF MISSISSIPPI
COUNTY OF DESOTO

Personally appeared before me, a notary public in and for said county and state, the above named CHARLES E. HOOD AND WIFE, MARY GLENDA HOOD 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 29th day of February, 1976.

Virginia M. Willey
NOTARY PUBLIC

My commission expires:
My Commission Expires February 20, 1980

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 1 o'clock 35 minutes P. M. 17 day of March 1976, and that the same has been recorded in Book 197 Page 409 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 19 day of March 1976.

Fees \$ 3.50 pd.

SEAL H. P. Ferguson CLERK

CANCELLED BY AUTHORITY, RECORDED IN BOOK
621 PAGE 253
THIS 20 DAY OF Jan. 19 93
W. E. Davis Chancery Clerk

FOR REAL ESTATE, CHATTEL OR BOTH

Wayne C. Seymour, et ux
To { DEED OF TRUST
The Hernando Bank

THIS INDENTURE, Made this 10th day of March, 1976
between Wayne C. Seymour and wife, Maudie M. Seymour

of the first part,
and The Hernando Bank 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 Four Thousand Ninety-Seven Dollars & 52/100 (\$4,097.52) evidenced by a promissory note of even date, bearing 10% interest from maturity, due and repayable in 36 equal monthly installments of \$113.82 each, first of said installments shall be due April 10, 1976 and one installment due each succeeding month thereafter until paid in full

and any further amount that the party of the second part may furnish the party of the first part during the year 1976... Therefore, in consideration of the premises, and of the sum of One Dollar to the party of the first part paid by William W. Ballard Trustee, the party of the first part have this day granted, bargained, and sold to the said Trustee the following described property, located in the County of DeSoto, and state of Mississippi, viz: All of the agricultural products of every kind that now be on hand, and all the crops of every kind to be grown by said family or any hands working with or under... during the year 1976 on the land that may cultivate, or come to be cultivated, as land used or to be used and all farming implements of every kind and

Lot 46, Delta Crest Subdivision in Section 18, Township 3, Range 9 as shown by the plat recorded in Plat Book 5, Pages 6 and 7 in the office of the Chancery Clerk of DeSoto County, Mississippi.

A failure to pay said installments when due shall operate to cause the entire unpaid 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 party 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 party of the first part. In case of failure or inability on the part of said Trustee to execute the trust herein conferred, the party of the second part its assigns or legal representatives, can at any time appoint a Trustee to act in his stead.

Witness OUR signature S the date written above. W. C. Seymour
Maudie M. Seymour

STATE OF MISSISSIPPI, DESOTO COUNTY.
Personally appeared before me, the undersigned authority of said County, the within named Wayne C. Seymour and wife, Maudie M. Seymour

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 March 19 76
My Commission Expires: (SEAL) 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 1 o'clock 30 minutes P M. 19 day of March 1976, and that the same has been recorded in Book 197 Page 411 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 22 day of March 1976.
Fees \$ 2.50 pd. SEAL H. P. Seymour CLERK

FOR REAL ESTATE, CHATTEL OR BOTH

Gary L. Carmon, et ux

To DEED OF TRUST Security Bank of Hernando

THIS INDENTURE, Made this 15th day of March 1976 between Gary L. Carmon and wife, Brenda O. Carmon

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

WITNESSETH, That whereas, said part ies of the first part, being indebted to the said part y of the second part in the sum of four thousand five hundred sixty two and 24/100 (\$4,562.24) evidenced by promissory note of even date, bearing 10% interest from maturity due and repayable in 48 equal installments of \$95.13 each, first of said installments shall be due April 20, 1976 and one installment due each succeeding month thereafter until paid in full.

and any further amount that the party of the second part may furnish the party of the first part during the term of the note 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 this day granted, bargained, and sold to the said Trustee the following described property, located in the County of DeSoto, and state of Mississippi, viz: All of the agricultural products of every kind that may be raised on said land, and all the crops of every kind to be grown by and on said land, together with any and all other things that may be on said land at the time of the date hereof, and all the farming implements of every kind and

30 Williamsburg Lane, Oaklawn Subdivision, Section C, Hernando, DeSoto county, Miss., located in Section 13, Township 3 South, Range 8 West. This being the same property conveyed to William D. Hamm and wife, by Kenneth E. Bullard by deed recorded in Deed Book 76, Page 491, and being the same property conveyed to Kenneth E. Bullard by Deed recorded in Deed Book 68, Page 395, and being the same land conveyed to George S. McIngvale by Deed recorded in Book 115, Page 201, all in the office of the Chancery Clerk of DeSoto County, Mississippi, and more particularly described as follows, to-wit: Lot 26, Section C, Oaklawn Subdivision in Section 13, Township 3, Range 8 West, as shown on recorded plat of said subdivision in Plat Book 4, Page 29 in the Office of the Chancery Clerk of DeSoto County, Mississippi.

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

Witness our signature S the date written above. Gary L. Carmon, Brenda O. Carmon

STATE OF MISSISSIPPI, DeSOTO COUNTY. Personally appeared before me, the undersigned authority Gary L. Carmon and wife, Brenda O. Carmon 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 15 day of March 1976

My Commission Expires: 9/22/79 (SEAL) Notary Public Clerk D. C.

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 1 o'clock 30 minutes P. M. 19 day of March 1976, and that the same has been recorded in Book 197 Page 412 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 22 day of March 1976.

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

Satisfied and Cancelled 27th day of Jan 1977 Security Bank of Hernando Ernest Wiley

Witness H. H. Ferguson Chancery Clerk St. M. Monroe

Paid, satisfied and Cancelled
This 29th day of July 1977
George S. McIngvale
Trustee

Affect
H. O. Ferguson
Chancery Clerk of
By J. K. D. G.

FOR REAL ESTATE, CHATTEL OR BOTH

Gayron B. Murphree, et ux
To { DEED OF TRUST
Security Bank of Hernando

THIS INDENTURE, Made this 19th day of March 1976
between Gayron B. Murphree and wife, Diane B. Murphree
and Security Bank of Hernando

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 Eighteen Thousand Seventy-Four Dollars & 40/100 (\$18,074.40) evidenced by a promissory note of even date, bearing interest at 10% from maturity, due and repayable in 60 equal monthly installments of \$301.24 each, first of said installments shall be due 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 1976 and the part of the first part having agreed to secure the prompt payment of the same... 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 by ye 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 family or any lands, meadows, woods or under... and may cultivate, or cause to be cultivated, as heeded or tilled and all... farming implements of every kind and

A part of the northeast quarter of Section 31, Township 3 South, Range 7 West, DeSoto County, Mississippi, containing 20 acres, more or less, and being more particularly described as follows, to-wit: BEGINNING at a point on the south line of the northeast quarter of Section 31, that is 639.4 feet west of the southeast corner of the northeast quarter of said Section 31; running thence north 88 degrees and 30 minutes West, along the South line of the northeast quarter of said Section 31, for a distance of 759.8 feet to the East right of way line of the Illinois Central Rail road; thence north 9 degrees West, along the East right of way line of the Illinois Central Railroad for a distance of 886.4 feet to an iron stake; thence north 78 degrees East for a distance of 1018.8 feet to an iron stake; thence south 5 degrees west for a distance of 1110.0 feet to the point of beginning, containing 20 acres, more or less and being that same land conveyed to Gayron B. Murphree, et al, by Mrs. Marian N. Kimmell by warranty deed of date, August 6, 1969 and filed for record in Deed Book 79, page 589 of the Warranty Deed Records of DeSoto County, Mississippi; LESS AND EXCEPT one and one-half acres conveyed by Gayron B. Murphree, et ux,, et al, unto Loan H. Bramlett, by Warranty Deed on the 27th day of October, 1969 and filed for record on the 29th day of October, 1969, in Deed Book 81, page 583 in the office of the Chancery Court Clerk of DeSoto County, Mississippi; LESS AND EXCEPT eight and one-half acres, more or less, being a portion of the east one-half of the herein above described 20 acre parcel, said 8-1/2 acre parcel containing 169.90 feet to the road frontage of said Tract.

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 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 enjoined, 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 E the date written above.
Witness
Gayron B. Murphree
Diane B. Murphree

STATE OF MISSISSIPPI, DeSOTO COUNTY.
Personally appeared before me, the undersigned authority
Gayron B. Murphree and wife, Diane B. Murphree 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 19th day of March 1976
(SEAL) Rebecca Kelly Clerk
By Notary Public D. C.

My Commission Expires: 5-1-78
STATE OF MISSISSIPPI, DeSOTO COUNTY.
of said County, this day personally appeared the above named one of the substituting witnesses to the foregoing Deed of Trust...

STATE OF MISSISSIPPI, DeSOTO COUNTY
I certify that the within instrument was filed for record at 1 o'clock 30 minutes P. M. 19 day of March 1976, and that the same has been recorded in Book 197 Page 413 records of REAL ESTATE Trust Deed of said County.
Witness my hand and seal this the 22 day of March 1976.

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

Paid, Satisfied and Cancelled

This 12 day of Feb 1980

The Hernando Bank

By R. C. ...

Attest

H. D. Ferguson

Secretary

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

DEED OF TRUST LAND

THIS INDENTURE, this day made and entered into between

ALBERT METTS and wife, VIRGINIA D. METTS, 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 ELEVEN THOUSAND ONE HUNDRED TWENTY-TWO AND 80/100-----DOLLARS (\$ 11,122.80) evidenced by one promissory note of even date herewith in favor of the beneficiary, bearing interest as set forth in said promissory note, providing for the payment of attorney's fees in case of default and being due

and payable as follows, to-wit: in sixty (60) monthly installments of principal and interest in the amount of ONE HUNDRED EIGHTY-FIVE AND 38/100 DOLLARS (\$185.38) each, with the first of said monthly installments being due and payable on or before the 10th day of April, 1976, and one of said monthly installments being due and payable on or before the same day of each consecutive month thereafter, until all of said indebtedness shall be paid in full.

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

NOW, THEREFORE, in consideration of the premises, and the further consideration of Ten Dollars (\$10.00) cash in hand paid by the aforesaid trustee, the receipt of which is hereby acknowledged, the grantor does hereby convey and warrant unto the said trustee, the property situated in the County of DeSoto, in Section Three (3), Township Three (3) South, Range Seven (7) West,

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

BEGINNING at a point on the east line of the section and 660.0 feet south of the Northeast corner of Section 3, Township 3 South, Range 7 West; thence S 85° 45' W 660.0 feet; thence S 4° 15' E 660.0 feet; thence N 85° 45' E 660.0 feet to the east line of said section and Malone Road; thence N 4° 15' W along said section line and Malone Road 660.0 feet to the point of beginning, containing 10.0 acres. The directions are magnetic. LESS AND EXCEPT: BEGINNING at a point on the east line of said section and 660 feet south of the northeast corner of Section 3, Township 3 South, Range 7 West, thence S 85° 45' W 660.0 feet; thence S 4° 15' E 330.0 feet; thence N 85° 45' E 660.0 feet to the east line of said section and Malone Road; thence N 4° 15' W along said section line and Malone Road 330.0 feet to the point of beginning, containing 5.0 acres. The directions 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 688 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 15th day of March, 1976.

Albert Metts
ALBERT METTS
Virginia D. Metts
VIRGINIA D. METTS

STATE OF MISSISSIPPI,
COUNTY OF DESOTO

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

Given under my hand and official seal, this the 15th day of March, 1976.
My Commission Expires: *May 6, 1978*
James McHenry Elder
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 11 o'clock 00 minutes A.M. 16 day of March 1976, and that the same has been recorded in Book 197 Page 414 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 23 day of March 1976
Fee \$ 5.00 pd
H. G. Ferguson

Paid, Satisfied and Cancelled

This 20 day of ~~Aug~~ 1976

Colleen Engel
Edward Engel

Attest

B. D. Ferguson
Chancery Clerk of DeSoto County, Miss.

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

ALFRED E. HARDEN AND WIFE, KATY L. HARDEN

of the first part, hereinafter designated as the Grantor,

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

Edward J. Engel and wife, Colleen Engel of the third part, hereinafter designated as the Beneficiary.

WITNESSETH: That whereas the Grantor is justly indebted to the beneficiary in the full sum of Eight Hundred Dollars and 00/100 DOLLARS (\$ 800.00) evidenced by one promissory note of even date herewith in favor of the beneficiary, bearing interest at the rate of eight (8) per centum per annum after maturity, providing for the payment of attorney's fees in case of default and being due and payable as follows, to-wit:

Payable on or before September 11, 1976.

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

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

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

Part of Section 28, Township 2 South, Range 8 West, DeSoto County, Mississippi, more particularly described as commencing at an iron pin recognized as the southeast corner of the southwest quarter of Section 28, Township 2 South, Range 8 West, DeSoto County, Mississippi; thence S 89 degrees, 58' 40" W, 876.10 ft. along the south line of said quarter to a point being the southeast corner and the point of beginning of the described tract; thence N 00 degrees 01' 20" W, 493.82 ft. to an iron pin; thence S 89 degrees 58' 40" W, 442.99 ft. to an iron pin; thence S 00 degrees 16' 01" E, 493.82 ft. to a point; thence N 89 degrees 58' 40" E, 440.88 ft. along the south line of said quarter to a point being the point of beginning, containing 5.01 acres more or less. All bearings being referenced to true north as determined from solar observations.

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

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

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

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

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

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

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

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

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

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

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

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

IN TESTIMONY WHEREOF, witness the signature of the grantor this the _____ day of March, 1976.

Alfred E. Harden
ALFRED E. HARDEN

Katy L. Harden
KATY L. HARDEN

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

Alfred E. Harden and wife, Katy L. Harden 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 March 1976.

My Commission Expires: Jan 29 1980 *Walter M. Smith*
Notary Public



STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 3 o'clock 35 minutes P M. 19 day of March 1976, and that the same has been recorded in Book 197 Page 417 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 22 day of March 1976.

Fee \$ 5.00 pd

H. G. Ferguson

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

MICHAEL PHILLIP DAVENPORT, A Single Person,

of the first part, hereinafter designated as the Grantor,

H. R. Garner,

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

BANK OF WALLS - Branch Office of Tunica County Bank -

Walls, Mississippi,

of the third part, hereinafter designated as the Beneficiary.

WITNESSETH: That whereas the Grantor is justly indebted to the beneficiary in the full sum of ONE THOUSAND SIX HUNDRED NINE AND 80/100 ----- DOLLARS (\$ 1,609.80) evidenced by one (1) promissory note of even date herewith in favor of the beneficiary, bearing interest at the rate of six (6) per centum per ----- annum after maturity, providing for the payment of attorney's fees in case of default and being due and payable as follows, to-wit:

Thirty (30) equal payments of \$53.66 each, the first payment being due and payable on the 1st day of May, 1976, with a like payment being due and payable on the 1st day of each and every successive month thereafter until paid in full, the final and 30th payment being due and payable on the 1st day of October, 1978.

THIS IS A PURCHASE MONEY DEED OF TRUST.

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

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

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

Lot No. 7 in Section "B", Wallace Subdivision, in Section 35, Township 1 (South), Range 9 (West), (DeSoto County, Mississippi), as shown by plat recorded in Plat Book 9, Page 4 in the Office of the Chancery Court Clerk of said county.

CANCELLED BY AUTHORITY RECORDED IN BOOK

220 PAGE 652

THIS 20 DAY OF Jan 19 78

H. D. Ferguson
CHANCERY CLERK

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

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary herein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment of interest as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other covenant herein contained, then and in that event the entire principal sum secured hereby with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, or the owner or holder of said note or notes, be and become at once due and payable, and the trustee herein named, or his successor or successors, shall, at the request of the beneficiary, or at the request of any owner or holder of the note or notes secured hereby, sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid. Such sale shall be made by giving notice of the time, place and terms of sale as required by Section 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 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 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 March, 1976.

Michael Phillip Davenport
Michael Phillip Davenport

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 MICHAEL PHILLIP DAVENPORT,
(A Single Person), 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 19th day of March, 1976.
My Commission Expires: 9-2-79 *Mary K. Waller*
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 3 o'clock 20 minutes P M. 19 day of March 1976, and that the same has been recorded in Book 197 Page 420 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 22 day of March 1976.

Fcc § 5.00 pd

H. G. Ferguson
H. G. Ferguson

ASSIGNMENT OF DEED OF TRUST

FOR AND IN CONSIDERATION of the sum of One (\$1.00) Dollar and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby assign, set over, and transfer unto NORTH MISSISSIPPI SAVINGS & LOAN ASSOCIATION all right, title and interest in and to that certain Deed of Trust executed for the benefit of the undersigned by Phillip A. Thomas and Wife, Bernice Louise Thomas dated January 21, 1976, recorded in Book 196 at Page 507 of the Land Trust Deed Records of DeSoto County, Mississippi, together with a note evidencing the indebtedness secured thereby in the original principal amount of \$ 4,500.00, the principal unpaid balance of which the undersigned warrants to be \$ 4,455.88 as of this date.

The undersigned further warrants that the Deed of Trust hereby assigned constitutes a first lien upon the property therein described, subject only to taxes for the current and future years.

This the 27th day of February, 19 76.

BRIDGETOWN, INC.

By Marjorie Jenne
MARJORIE JENNE, VICE PRESIDENT

STATE OF MISSISSIPPI
COUNTY OF DESOTO

This day personally appeared before the undersigned Notary Public in and for the aforesaid County and State the within named MARJORIE JENNE, VICE PRESIDENT of BRIDGETOWN, INC., who acknowledged that she signed and delivered the foregoing Assignment of Deed of Trust on the day and year therein mentioned.

WITNESS MY HAND AND SEAL NOTARIAL, this the 27th day of February, 19 76

[Signature]
NOTARY PUBLIC



My commission expires:
March 3, 1976

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 3 o'clock 45 minutes P. M. 19 day of Mar. 1976, and that the same has been recorded in Book 197 Page 423 records of REAL ESTATE Trust Deed of said County.
Witness my hand and seal this the 22 day of Mar. 1976.
Fees \$ 2.50 pd.
SEAL H. P. Ferguson CLERK

ASSIGNMENT OF DEED OF TRUST

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

dated February 8, 1976, recorded in Book 196 at Page 509 of the Land Trust Deed Records of DeSoto County, Mississippi, together with a note evidencing the indebtedness secured thereby in the original principal amount of \$ 5,400.00, the principal unpaid balance of which the undersigned warrants to be \$ 5,373.63 as of this date.

The undersigned further warrants that the Deed of Trust hereby assigned constitutes a first lien upon the property therein described, subject only to taxes for the current and future years.

This the 27th day of February, 1976.

BRIDGETOWN, INC.

By Margerie Jenne
MARGERIE JENNE, VICE PRESIDENT

STATE OF MISSISSIPPI
COUNTY OF DESOTO

This day personally appeared before the undersigned Notary Public in and for the aforesaid County and State the within named MARGERIE JENNE, VICE PRESIDENT OF BRIDGETOWN, INC., who acknowledged that she signed and delivered the foregoing Assignment of Deed of Trust on the day and year therein mentioned.

WITNESS MY HAND AND SEAL NOTARIAL, this the 27th day of February 1976

[Signature]
NOTARY PUBLIC


My commission expires:
March 3, 1976

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 3 o'clock 45 minutes P. M. 19 day of Mar. 1976, and that the same has been recorded in Book 197 Page 424 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 22 day of Mar. 1976.
Fees \$ 2.50 pd. SEAL H. P. Ferguson CLERK

ASSIGNMENT OF DEED OF TRUST

FOR AND IN CONSIDERATION of the sum of One (\$1.00) Dollar and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby assign, set over, and transfer unto NORTH MISSISSIPPI SAVINGS & LOAN ASSOCIATION all right, title and interest in and to that certain Deed of Trust executed for the benefit of the undersigned by Jue Tong Jr. & Yee May L. Tong dated February 8, 1976, recorded in Book 196 at Page 505 of the Land Trust Deed Records of DeSoto County, Mississippi, together with a note evidencing the indebtedness secured thereby in the original principal amount of \$ 5,400.00, the principal unpaid balance of which the undersigned warrants to be \$ 5,373.63 as of this date.

The undersigned further warrants that the Deed of Trust hereby assigned constitutes a first lien upon the property therein described, subject only to taxes for the current and future years.

This the 27th day of February, 19 76.

BRIDGETOWN, INC.

By Marjorie Jenne
MARJORIE JENNE, VICE PRESIDENT

STATE OF MISSISSIPPI

COUNTY OF DESOTO

This day personally appeared before the undersigned Notary Public in and for the aforesaid County and State the within named MARJORIE JENNE, VICE PRESIDENT OF BRIDGETOWN, INC., who acknowledged that she signed and delivered the foregoing Assignment of Deed of Trust on the day and year therein mentioned.

WITNESS MY HAND AND SEAL NOTARIAL, this the 27th day of February, 19 76.

John W. [Signature]
NOTARY PUBLIC



STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 3 o'clock 45 minutes P. M. 19 day of Mar. 1976, and that the same has been recorded in Book 197 Page 425 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 22 day of Mar. 1976.
Fees \$ 2.50 pd. SEAL H. P. [Signature] CLERK

ASSIGNMENT OF DEED OF TRUST

FOR AND IN CONSIDERATION of the sum of One (\$1.00) Dollar and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby assign, set over, and transfer unto NORTH MISSISSIPPI SAVINGS & LOAN ASSOCIATION all right, title and interest in and to that certain Deed of Trust executed for the benefit of the undersigned by James F. Griffin and wife, Kathy J. Griffin dated January 17, 1976, recorded in Book 197 at Page 335 of the Land Trust Deed Records of DeSoto County, Mississippi, together with a note evidencing the indebtedness secured thereby in the original principal amount of \$ 5,800.00, the principal unpaid balance of which the undersigned warrants to be \$ 5,771.67 as of this date.

The undersigned further warrants that the Deed of Trust hereby assigned constitutes a first lien upon the property therein described, subject only to taxes for the current and future years.

This the 17th day of March, 19 76.

BRIDGETOWN, INC.

By Margorie Jenne
MARGORIE JENNE, VICE PRESIDENT

STATE OF MISSISSIPPI
COUNTY OF DESOTO

This day personally appeared before the undersigned Notary Public in and for the aforesaid County and State the within named MARGORIE JENNE, VICE PRESIDENT OF BRIDGETOWN, INC., who acknowledged that she signed and delivered the foregoing Assignment of Deed of Trust on the day and year therein mentioned.

WITNESS MY HAND AND SEAL NOTARIAL; this the 17th day of March

1976

Delores M. Smith
NOTARY PUBLIC

My commission expires:

Jan. 29, 1980



STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 3 o'clock 45 minutes P. M. 19 day of Mar. 1976, and that the same has been recorded in Book 197 Page 426 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 22 day of Mar. 1976.

Fees \$ 2.50 pd.

SEAL H. P. Ferguson CLERK

ASSIGNMENT OF DEED OF TRUST

FOR AND IN CONSIDERATION of the sum of One (\$1.00) Dollar and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby assign, set over, and transfer unto NORTH MISSISSIPPI SAVINGS & LOAN ASSOCIATION all right, title and interest in and to that certain Deed of Trust executed for the benefit of the undersigned by Patrick A. Patterson and wife, Kathryn D. Patterson dated January 17, 1976, recorded in Book 197 at Page 359 of the Land Trust Deed Records of DeSoto County, Mississippi, together with a note evidencing the indebtedness secured thereby in the original principal amount of \$ 6,300.00, the principal unpaid balance of which the undersigned warrants to be \$ 6,269.23 as of this date.

The undersigned further warrants that the Deed of Trust hereby assigned constitutes a first lien upon the property therein described, subject only to taxes for the current and future years.

This the 17th day of March, 1976.

BRIDGETOWN, INC.

Marjorie Jenne
MARJORIE JENNE, VICE PRESIDENT

STATE OF MISSISSIPPI
COUNTY OF DESOTO

This day personally appeared before the undersigned Notary Public in and for the aforesaid County and State the within named MARJORIE JENNE, VICE PRESIDENT of BRIDGETOWN, INC., who acknowledged that she signed and delivered the foregoing Assignment of Deed of Trust on the day and year therein mentioned.

WITNES MY HAND AND SEAL NOTARIAL, this the 17th day of March, 1976.

Robert M. Smith
NOTARY PUBLIC

My commission expires:
Jan. 29, 1980



STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 3 o'clock 45 minutes P. M. 19 day of Mar. 1976, and that the same has been recorded in Book 197 Page 427 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 22 day of Mar. 1976.

Fees \$ 2.50 pd.

SEAL H. P. Ferguson CLERK

ASSIGNMENT OF DEED OF TRUST

FOR AND IN CONSIDERATION of the sum of One (\$1.00) Dollar and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby assign, set over, and transfer unto NORTH MISSISSIPPI SAVINGS & LOAN ASSOCIATION all right, title and interest in and to that certain Deed of Trust executed for the benefit of the undersigned by Russell A. Moody and/or Colleen M. Moody dated February 21, 1976, recorded in Book 197 at Page 347 of the Land Trust Deed Records of DeSoto County, Mississippi, together with a note evidencing the indebtedness secured thereby in the original principal amount of \$ 4,000.00, the principal unpaid balance of which the undersigned warrants to be \$ 4,000.00 as of this date.

The undersigned further warrants that the Deed of Trust hereby assigned constitutes a first lien upon the property therein described, subject only to taxes for the current and future years.

This the 16th day of March, 1976.

BRIDGETOWN, INC.

By Margorie Jenne
MARGORIE JENNE, VICE PRESIDENT

STATE OF MISSISSIPPI

COUNTY OF DESOTO

This day personally appeared before the undersigned Notary Public in and for the aforesaid County and State the within named MARGORIE JENNE, VICE PRESIDENT OF BRIDGETOWN, INC., who acknowledged that she signed and delivered the foregoing Assignment of Deed of Trust on the day and year therein mentioned.

WITNESS MY HAND AND SEAL, ROYALTY, this the 16th day of March, 1976.

Dolan M. Smith
NOTARY PUBLIC

My commission expires

Jan. 29, 1980



STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 3 o'clock 45 minutes P. M. 19 day of Mar. 1976, and that the same has been recorded in Book 197 Page 428 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 22 day of Mar. 1976.

Fees \$ 2.50 pd.

SEAL H. P. Ferguson CLERK

ASSIGNMENT OF DEED OF TRUST

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

by Glen Palmertree and/or Carolyn Palmertree dated February 25, 1976, recorded in Book 197 at Page 355

of the Land Trust Deed Records of DeSoto County, Mississippi, together with a note evidencing the indebtedness secured thereby in the original principal amount of \$ 4,500.00, the principal unpaid balance of which the undersigned warrants to be \$ 4,500.00 as of this date.

The undersigned further warrants that the Deed of Trust hereby assigned constitutes a first lien upon the property therein described, subject only to taxes for the current and future years.

This the 16th day of March, 1976.

BRIDGETOWN, INC.

Margorie Jenne
MARGORIE JENNE, VICE PRESIDENT

STATE OF MISSISSIPPI
COUNTY OF DESOTO

This day personally appeared before the undersigned Notary Public in and for the aforesaid County and State the within named MARGORIE JENNE, VICE PRESIDENT OF BRIDGETOWN, INC., who acknowledged that she signed and delivered the foregoing Assignment of Deed of Trust on the day and year therein mentioned.

WITNES TO HAND AND SEAL, NOTARIAL, this the 16th day of March, 1976.

Deloris M. Smith
NOTARY PUBLIC

My commission expires:
Jan. 29, 1980

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 3 o'clock 45 minutes P. M. 19 day of Mar. 1976, and that the same has been recorded in Book 197 Page 429 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 22 day of Mar. 1976.

Fees \$ 2.50 pd.

SEAL H. P. Ferguson CLERK

Assignment of this instrument recorded in
Real Estate 2/19 Book
No. 299 Page 705
This the 5 day of July 19 82
H. P. Ferguson Clerk

ASSIGNMENT OF DEED OF TRUST

FOR AND IN CONSIDERATION of the sum of One (\$1.00) Dollar and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby assign, set over, and transfer unto NORTH MISSISSIPPI SAVINGS & LOAN ASSOCIATION all right, title and interest in and to that certain Deed of Trust executed for the benefit of the undersigned by Jeffery A. Brooks and/or Laura D. Brooks dated February 21, 1976, recorded in Book 197 at Page 323 of the Land Trust Deed Records of DeSoto County, Mississippi, together with a note evidencing the indebtedness secured thereby in the original principal amount of \$ 4,500.00, the principal unpaid balance of which the undersigned warrants to be \$ 4,500.00 as of this date.

The undersigned further warrants that the Deed of Trust hereby assigned constitutes a first lien upon the property therein described, subject only to taxes for the current and future years.

This the 16th day of March, 19 76.

BRIDGETOWN, INC.

Margaret Jenne
MARGARET JENNE, VICE PRESIDENT

STATE OF MISSISSIPPI
COUNTY OF DESOTO

This day personally appeared before the undersigned Notary Public in and for the aforesaid County and State the within named MARGARET JENNE, VICE PRESIDENT OF BRIDGETOWN, INC., who acknowledged that she signed and delivered the foregoing Assignment of Deed of Trust on the day and year therein mentioned.

WITNESS MY HAND AND SEAL NOTARIAL, this the 16th day of March, 19 76.

Salaw M. Smith
NOTARY PUBLIC

My commission expires:
Jan. 29, 1980



STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 3 o'clock 45 minutes P. M. 19 day of Mar. 1976, and that the same has been recorded in Book 197 Page 430 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 22 day of Mar. 1976.

Fees \$ 2.50 pd.

SEAL H. P. Ferguson CLERK

ASSIGNMENT OF DEED OF TRUST

FOR AND IN CONSIDERATION of the sum of One (\$1.00) Dollar and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby assign, set over, and transfer unto NORTH MISSISSIPPI SAVINGS & LOAN ASSOCIATION all right, title and interest in and to that certain Deed of Trust executed for the benefit of the undersigned by James E. Higgins, et ux, Janie S. Higgins dated February 28, 1976, recorded in Book 197 at Page 341 of the Land Trust Deed Records of DeSoto County, Mississippi, together with a note evidencing the indebtedness secured thereby in the original principal amount of \$ 4,500.00, the principal unpaid balance of which the undersigned warrants to be \$ 4,500.00 as of this date.

The undersigned further warrants that the Deed of Trust hereby assigned constitutes a first lien upon the property therein described, subject only to taxes for the current and future years.

This the 16th day of March, 19 76.

BRIDGETOWN, INC.

By Marjorie Jenne
MARJORIE JENNE, VICE PRESIDENT

STATE OF MISSISSIPPI
COUNTY OF DESOTO

This day personally appeared before the undersigned Notary Public in and for the aforesaid County and State the within named MARJORIE JENNE, VICE PRESIDENT OF BRIDGETOWN, INC., who acknowledged that she signed and delivered the foregoing Assignment of Deed of Trust on the day and year therein mentioned.

WITNESS MY HAND AND SEAL NOTARIAL, this the 16th day of March, 19 76.

Dolores M. Smith
NOTARY PUBLIC

My commission expires:
Jan. 29, 1980



STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 3 o'clock 45 minutes P. M. 19 day of Mar. 1976, and that the same has been recorded in Book 197 Page 431 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 22 day of Mar. 1976.

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

ASSIGNMENT OF DEED OF TRUST

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

dated March 7, 1976, recorded in Book 197 at Page 345 of the Land Trust Deed Records of DeSoto County, Mississippi, together with a note evidencing the indebtedness secured thereby in the original principal amount of \$ 4,500.00, the principal unpaid balance of which the undersigned warrants to be \$ 4,500.00 as of this date.

The undersigned further warrants that the Deed of Trust hereby assigned constitutes a first lien upon the property therein described, subject only to taxes for the current and future years.

This the 16th day of March, 19 76.

BRIDGETOWN, INC.

By Margorie Jenne
MARGORIE JENNE, VICE PRESIDENT

STATE OF MISSISSIPPI

COUNTY OF DESOTO

This day personally appeared before the undersigned Notary Public in and for the aforesaid County and State the within named MARGORIE JENNE, VICE PRESIDENT OF BRIDGETOWN, INC., who acknowledged that she signed and delivered the foregoing Assignment of Deed of Trust on the day and year therein mentioned.

WITNESS MY HAND AND SEAL NOTARIAL, this the 16th day of March, 19 76.

Robert M. Smith
NOTARY PUBLIC

My commission expires:

Jan. 29, 1980



STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 3 o'clock 45 minutes P. M. 19 day of Mar. 1976, and that the same has been recorded in Book 197 Page 432 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 22 day of Mar. 1976.

Fees \$ 2.50 pd.

SEAL H. P. Ferguson CLERK

ASSIGNMENT OF DEED OF TRUST

FOR AND IN CONSIDERATION of the sum of One (\$1.00) Dollar and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby assign, set over, and transfer unto NORTH MISSISSIPPI SAVINGS & LOAN ASSOCIATION all right, title and interest in and to that certain Deed of Trust executed for the benefit of the undersigned by Kiran B. Patel, et ux, Rekha K. Patel dated March 7, 1976, recorded in Book 197 at Page 361 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 \$ 5,700.00, the principal unpaid balance of which the undersigned warrants to be \$ 5,700.00 as of this date.

The undersigned further warrants that the Deed of Trust hereby assigned constitutes a first lien upon the property therein described, subject only to taxes for the current and future years.

This the 17th day of March, 1976.

BRIDGETOWN, INC.

By Marjorie Jenne
MARJORIE JENNE, VICE PRESIDENT

STATE OF MISSISSIPPI
COUNTY OF DESOTO

This day personally appeared before the undersigned Notary Public in and for the aforesaid County and State the within named MARJORIE JENNE, VICE PRESIDENT OF BRIDGETOWN, INC., who acknowledged that she signed and delivered the foregoing Assignment of Deed of Trust on the day and year therein mentioned.

WITNESS MY HAND AND SEAL NOTARIAL, this the 17th day of March, 1976.

Dolores M. Smith
NOTARY PUBLIC

My commission expires
Jan. 29, 1980



STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 3 o'clock 45 minutes P. M. 19 day of Mar., 1976, and that the same has been recorded in Book 197 Page 433 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 22 day of Mar., 1976.
Fees \$ 2.50 pd. SEAL H. P. Ferguson CLERK

ASSIGNMENT OF DEED OF TRUST

FOR AND IN CONSIDERATION of the sum of One (\$1.00) Dollar and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby assign, set over, and transfer unto NORTH MISSISSIPPI SAVINGS & LOAN ASSOCIATION all right, title and interest in and to that certain Deed of Trust executed for the benefit of the undersigned by William P. Oldham et ux, Jean C. Oldham dated March 1, 1976, recorded in Book 197 at Page 363 of the Land Trust Deed Records of DeSoto County, Mississippi, together with a note evidencing the indebtedness secured thereby in the original principal amount of \$ 4,500.00, the principal unpaid balance of which the undersigned warrants to be \$ 4,500.00 as of this date.

The undersigned further warrants that the Deed of Trust hereby assigned constitutes a first lien upon the property therein described, subject only to taxes for the current and future years.

This the 16th day of March, 19 76.

BRIDGETOWN, INC.

By Marjorie Jenne
MARJORIE JENNE, VICE PRESIDENT

STATE OF MISSISSIPPI
COUNTY OF DESOTO

This day personally appeared before the undersigned Notary Public in and for the aforesaid County and State the within named MARJORIE JENNE, VICE PRESIDENT of BRIDGETOWN, INC., who acknowledged that she signed and delivered the foregoing Assignment of Deed of Trust on the day and year therein mentioned.

WITNESS MY HAND AND SEAL NOTARIAS, this the 16th day of March, 19 76.

Dolores M. Smith
NOTARY PUBLIC

My commission expires:
Jan. 29, 1980



STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 3 o'clock 45 minutes P. M. 19 day of Mar. 1976, and that the same has been recorded in Book 197 Page 434 records of REAL ESTATE Trust Deed of said County.
Witness my hand and seal this the 22 day of Mar. 1976.
Fees \$ 2.50 pd. SEAL H. P. Ferguson CLERK

Assignment of Instrument Record...
Book 299 Page 705
Date the 5 day of July 1982
H. H. Ferguson

ASSIGNMENT OF DEED OF TRUST

FOR AND IN CONSIDERATION of the sum of One (\$1.00) Dollar and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby assign, set over, and transfer unto NORTH MISSISSIPPI SAVINGS & LOAN ASSOCIATION all right, title and interest in and to that certain Deed of Trust executed for the benefit of the undersigned by James G. Coughlin et ux, Katharine Coughlin dated March 1, 1976, recorded in Book 197 at Page 325 of the Land Trust Deed Records of DeSoto County, Mississippi, together with a note evidencing the indebtedness secured thereby in the original principal amount of \$ 4,500.00, the principal unpaid balance of which the undersigned warrants to be \$ 4,500.00 as of this date.

The undersigned further warrants that the Deed of Trust hereby assigned constitutes a first lien upon the property therein described, subject only to taxes for the current and future years.

This the 16th day of March, 1976.

BRIDGETOWN, INC.

By Margaret Jenne
MARGARET JENNE, VICE PRESIDENT

STATE OF MISSISSIPPI
COUNTY OF DESOTO

This day personally appeared before the undersigned Notary Public in and for the aforesaid County and State the within named MARGARET JENNE, VICE PRESIDENT OF BRIDGETOWN, INC., who acknowledged that she signed and delivered the foregoing Assignment of Deed of Trust on the day and year therein mentioned.

WITNESS MY HAND AND SEAL NOTARIAL, this the 16th day of March 1976.

Dolores M. Smith
NOTARY PUBLIC

My commission expires
Jan. 29, 1980



STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 3 o'clock 45 minutes P. M. 19 day of Mar. 1976, and that the same has been recorded in Book 197 Page 435 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 22 day of Mar. 1976.
Fees \$ 2.50 pd.
SEAL H. H. Ferguson CLERK

ASSIGNMENT OF DEED OF TRUST

FOR AND IN CONSIDERATION of the sum of One (\$1.00) Dollar and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby assign, set over, and transfer unto NORTH MISSISSIPPI SAVINGS & LOAN ASSOCIATION all right, title and interest in and to that certain Deed of Trust executed for the benefit of the undersigned by Ben M. Fullerton and wife, Ruth M. Fullerton dated March 8, 1976, recorded in Book 197 at Page 329 of the Land Trust Deed Records of DeSoto County, Mississippi, together with a note evidencing the indebtedness secured thereby in the original principal amount of \$ 4,500.00, the principal unpaid balance of which the undersigned warrants to be \$ 4,500.00 as of this date.

The undersigned further warrants that the Deed of Trust hereby assigned constitutes a first lien upon the property therein described, subject only to taxes for the current and future years.

This the 17th day of March, 19 76.

BRIDGETOWN, INC.

By Marjorie Jenne
MARJORIE JENNE, VICE PRESIDENT

STATE OF MISSISSIPPI

COUNTY OF DESOTO

This day personally appeared before the undersigned Notary Public in and for the aforesaid County and State the within named MARJORIE JENNE, VICE PRESIDENT of BRIDGETOWN, INC., who acknowledged that she signed and delivered the foregoing Assignment of Deed of Trust on the day and year therein mentioned.

WITNESS MY HAND AND SEAL NOTARIAL, this the 17th day of March, 19 76.

Dolores M. Smith
NOTARY PUBLIC

My commission expires:

Jan. 29, 1980



STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 3 o'clock 45 minutes P. M. 19 day of Mar. 1976, and that the same has been recorded in Book 197 Page 436 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 22 day of Mar. 1976.

Fees \$ 2.50 pd.

SEAL H. P. Ferguson CLERK

ASSIGNMENT OF DEED OF TRUST

FOR AND IN CONSIDERATION of the sum of One (\$1.00) Dollar and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby assign, set over, and transfer unto NORTH MISSISSIPPI SAVINGS & LOAN ASSOCIATION all right, title and interest in and to that certain Deed of Trust executed for the benefit of the undersigned by James Harvie Bramlett and/or Edna L. Bramlett dated February 11, 1976, recorded in Book 197 at Page 321 of the Land Trust Deed Records of DeSoto County, Mississippi, together with a note evidencing the indebtedness secured thereby in the original principal amount of \$ 4,000.00, the principal unpaid balance of which the undersigned warrants to be \$ 4,000.00 as of this date.

The undersigned further warrants that the Deed of Trust hereby assigned constitutes a first lien upon the property therein described, subject only to taxes for the current and future years.

This the 16th day of March, 1976.

BRIDGETOWN, INC.

By Margaret Jenne
MARGARET JENNE, VICE PRESIDENT

STATE OF MISSISSIPPI
COUNTY OF DESOTO

This day personally appeared before the undersigned Notary Public in and for the aforesaid County and State the within named MARGARET JENNE, VICE PRESIDENT OF BRIDGETOWN, INC., who acknowledged that she signed and delivered the foregoing Assignment of Deed of Trust on the day and year therein mentioned.

WITNESS MY HAND AND SEAL NOTARIAL, this the 16th day of March, 1976.

Dolores M. Smith
NOTARY PUBLIC

My commission expires:
Jan. 29, 1980



STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 3 o'clock 45 minutes P. M. 19 day of Mar., 1976, and that the same has been recorded in Book 197 Page 437 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 22 day of Mar., 1976.
Fees \$ 2.50 pd.

SEAL H. P. Ferguson CLERK

ASSIGNMENT OF DEED OF TRUST

FOR AND IN CONSIDERATION of the sum of One (\$1.00) Dollar and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby assign, set over, and transfer unto NORTH MISSISSIPPI SAVINGS & LOAN ASSOCIATION all right, title and interest in and to that certain Deed of Trust executed for the benefit of the undersigned by William E. Neuhoff, et ux, Marie K. Neuhoff dated February 8, 1976, recorded in Book 197 at Page 351 of the Land Trust Deed Records of DeSoto County, Mississippi, together with a note evidencing the indebtedness secured thereby in the original principal amount of \$ 4,000.00, the principal unpaid balance of which the undersigned warrants to be \$ 4,000.00 as of this date.

The undersigned further warrants that the Deed of Trust hereby assigned constitutes a first lien upon the property therein described, subject only to taxes for the current and future years.

This the 16th day of March, 1976.

BRIDGETOWN, INC.

By Marjorie Jenne
MARJORIE JENNE, VICE PRESIDENT

STATE OF MISSISSIPPI
COUNTY OF DESOTO

This day personally appeared before the undersigned Notary Public in and for the aforesaid County and State the within named MARJORIE JENNE, VICE PRESIDENT OF BRIDGETOWN, INC., who acknowledged that she signed and delivered the foregoing Assignment of Deed of Trust on the day and year therein mentioned.

WITNESS MY HAND AND SEAL NOTARIAL, this the 16th day of March

1976.

Delores M. Smith
NOTARY PUBLIC

My commission expires

Jan. 29, 1980



STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 3 o'clock 45 minutes P. M. 19 day of Mar. 1976, and that the same has been recorded in Book 197 Page 438 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 22 day of Mar. 1976.

Fees \$ 2.50 pd.

SEAL H. H. Ferguson CLERK

ASSIGNMENT OF DEED OF TRUST

FOR AND IN CONSIDERATION of the sum of One (\$1.00) Dollar and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby assign, set over, and transfer unto NORTH MISSISSIPPI SAVINGS & LOAN ASSOCIATION all right, title and interest in and to that certain Deed of Trust executed for the benefit of the undersigned by Billy F. Thomas, et ux, Sharon K. Thomas dated March 7, 1976, recorded in Book 197 at Page 367 of the Land Trust Deed Records of DeSoto County, Mississippi, together with a note evidencing the indebtedness secured thereby in the original principal amount of \$ 4,500.00, the principal unpaid balance of which the undersigned warrants to be \$ 4,500.00 as of this date.

The undersigned further warrants that the Deed of Trust hereby assigned constitutes a first lien upon the property therein described, subject only to taxes for the current and future years.

This the 16th day of March, 1976.

BRIDGETOWN, INC.

By Marjorie Jenne
MARJORIE JENNE, VICE PRESIDENT

STATE OF MISSISSIPPI
COUNTY OF DESOTO

This day personally appeared before the undersigned Notary Public in and for the aforesaid County and State the within named MARJORIE JENNE, VICE PRESIDENT OF BRIDGETOWN, INC., who acknowledged that she signed and delivered the foregoing Assignment of Deed of Trust on the day and year therein mentioned.

WITNESS MY HAND AND SEAL NOTARIAL, this the 16th day of March, 1976.

Dolores M. Smith
NOTARY PUBLIC

My commission expires
Jan. 29, 1980



STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 3 o'clock 45 minutes P. M. 19 day of Mar., 1976, and that the same has been recorded in Book 197 Page 439 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 22 day of Mar., 1976.
Fees \$ 2.50 pd. SEAL H. P. Ferguson CLERK

ASSIGNMENT OF DEED OF TRUST

FOR AND IN CONSIDERATION of the sum of One (\$1.00) Dollar and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby assign, set over, and transfer unto NORTH MISSISSIPPI SAVINGS & LOAN ASSOCIATION all right, title and interest in and to that certain Deed of Trust executed for the benefit of the undersigned by Jessie W. Ware, et ux, Robbie S. Ware dated February 14, 1976, recorded in Book 197 at Page 369 of the Land Trust Deed Records of DeSoto County, Mississippi, together with a note evidencing the indebtedness secured thereby in the original principal amount of \$ 4,500.00, the principal unpaid balance of which the undersigned warrants to be \$ 4,500.00 as of this date.

The undersigned further warrants that the Deed of Trust hereby assigned constitutes a first lien upon the property therein described, subject only to taxes for the current and future years.

This the 16th day of March, 1976.

BRIDGETOWN, INC.

Marjorie Jenne
MARJORIE JENNE, VICE PRESIDENT

STATE OF MISSISSIPPI
COUNTY OF DESOTO

This day personally appeared before the undersigned Notary Public in and for the aforesaid County and State the within named MARJORIE JENNE, VICE PRESIDENT OF BRIDGETOWN, INC., who acknowledged that she signed and delivered the foregoing Assignment of Deed of Trust on the day and year therein mentioned.

WITNES MY HAND AND SEAL NOTARIAL, this the 16th day of March, 1976.

Robert M. Smith
NOTARY PUBLIC

My commission expires:
Jan. 29, 1980



STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 3 o'clock 45 minutes P. M. 19 day of Mar., 1976, and that the same has been recorded in Book 197 Page 440 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 22 day of Mar., 1976.

Fees \$ 2.50 pd.

SEAL H. P. Ferguson CLERK

ASSIGNMENT OF DEED OF TRUST

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

dated February 27, 1976, recorded in Book 197 at Page 371 of the Land Trust Deed Records of DeSoto County, Mississippi, together with a note evidencing the indebtedness secured thereby in the original principal amount of \$ 6,700.00, the principal unpaid balance of which the undersigned warrants to be \$ 6,700.00 as of this date.

The undersigned further warrants that the Deed of Trust hereby assigned constitutes a first lien upon the property therein described, subject only to taxes for the current and future years.

This the 16th day of March, 19 76.

BRIDGETOWN, INC.

By Marjorie Jenke
MARJORIE JENKE, VICE PRESIDENT

STATE OF MISSISSIPPI

COUNTY OF DESOTO

This day personally appeared before the undersigned Notary Public in and for the aforesaid County and State the within named MARJORIE JENKE, VICE PRESIDENT OF BRIDGETOWN, INC., who acknowledged that she signed and delivered the foregoing Assignment of Deed of Trust on the day and year therein mentioned.

WITNESS MY HAND AND SEAL, NOTARIAL, this the 16th day of March

19 76.

Deloris M. Smith
NOTARY PUBLIC



My commission expires:

Jan. 29, 1980

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 3 o'clock 45 minutes P. M. 19 day of Mar. 1976, and that the same has been recorded in Book 197 Page 441 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 22 day of Mar. 1976.

Fees \$ 2.50 pd.

SEAL H. P. Ferguson CLERK

Assignment of Instrument Recorded in
Real Estate 2/10 Book
299 Page 205
the 6 day of July 19 83
H. H. Ferguson

ASSIGNMENT OF DEED OF TRUST

FOR AND IN CONSIDERATION of the sum of One (\$1.00) Dollar and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby assign, set over, and transfer unto NORTH MISSISSIPPI SAVINGS & LOAN ASSOCIATION all right, title and interest in and to that certain Deed of Trust executed for the benefit of the undersigned by Danny D. Goodwin, et ux, Catherine J. Goodwin dated February 22, 1976, recorded in Book 197 at Page 333 of the Land Trust Deed Records of DeSoto County, Mississippi, together with a note evidencing the indebtedness secured thereby in the original principal amount of \$ 6,300.00, the principal unpaid balance of which the undersigned warrants to be \$ 6,300.00 as of this date.

The undersigned further warrants that the Deed of Trust hereby assigned constitutes a first lien upon the property therein described, subject only to taxes for the current and future years.

This the 16th day of March, 19 76.

BRIDGETOWN, INC.

By Marjorie Jenne
MARJORIE JENNE, VICE PRESIDENT

STATE OF MISSISSIPPI
COUNTY OF DESOTO

This day personally appeared before the undersigned Notary Public in and for the aforesaid County and State the within named MARJORIE JENNE, VICE PRESIDENT OF BRIDGETOWN, INC., who acknowledged that she signed and delivered the foregoing Assignment of Deed of Trust on the day and year therein mentioned.

WITNESS MY HAND AND SEAL NOTARIAL, this the 16th day of March, 19 76.

Dolan M. Smith
NOTARY PUBLIC

My commission expires
Jan. 29, 1980



STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 3 o'clock 45 minutes P. M. 19 day of Mar. 1976, and that the same has been recorded in Book 197 Page 442 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 22 day of Mar. 1976.

Fees \$ 2.50 pd.

SEAL H. H. Ferguson CLERK

ASSIGNMENT OF DEED OF TRUST

FOR AND IN CONSIDERATION of the sum of One (\$1.00) Dollar and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby assign, set over, and transfer unto NORTH MISSISSIPPI SAVINGS & LOAN ASSOCIATION all right, title and interest in and to that certain Deed of Trust executed for the benefit of the undersigned by Charles E. Hood, et ux, Mary Glenda Hood dated February 29, 1976, recorded in Book 197 at Page 409 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 \$ 9,000.00, the principal unpaid balance of which the undersigned warrants to be \$ 9,000.00 as of this date.

The undersigned further warrants that the Deed of Trust hereby assigned constitutes a first lien upon the property therein described, subject only to taxes for the current and future years.

This the 16th day of March, 1976.

BRIDGETOWN, INC.

By Margorie Jenne
MARGORIE JENNE, VICE PRESIDENT

STATE OF MISSISSIPPI
COUNTY OF DESOTO

This day personally appeared before the undersigned Notary Public in and for the aforesaid County and State the within named MARGORIE JENNE, VICE PRESIDENT OF BRIDGETOWN, INC., who acknowledged that she signed and delivered the foregoing Assignment of Deed of Trust on the day and year therein mentioned.

WITNESS MY HAND AND SEAL NOTARIAL, this the 16th day of March, 1976.

Dolores M. Smith
NOTARY PUBLIC

My commission expires
Jan. 29, 1980



STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 3 o'clock 45 minutes P. M. 19 day of Mar. 1976, and that the same has been recorded in Book 197 Page 443 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 22 day of Mar. 1976.

Fees \$ 2.50 pd.

SEAL H. P. Ferguson CLERK

ASSIGNMENT OF DEED OF TRUST

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

dated February 29, 1976, recorded in Book 197 at Page 349 of the Land Trust Deed Records of DeSoto County, Mississippi, together with a note evidencing the indebtedness secured thereby in the original principal amount of \$ 13,000.00, the principal unpaid balance of which the undersigned warrants to be \$ 13,000.00 as of this date.

The undersigned further warrants that the Deed of Trust hereby assigned constitutes a first lien upon the property therein described, subject only to taxes for the current and future years.

This the 16th day of March, 19 76.

BRIDGETOWN, INC.

By Margorie Jenne
MARGORIE JENNE, VICE PRESIDENT

STATE OF MISSISSIPPI

COUNTY OF DESOTO

This day personally appeared before the undersigned Notary Public in and for the aforesaid County and State the within named MARGORIE JENNE, VICE PRESIDENT OF BRIDGETOWN, INC., who acknowledged that she signed and delivered the foregoing Assignment of Deed of Trust on the day and year therein mentioned.

WITNESS MY HAND AND SEAL NOTARIAL, this the 16th day of March

19 76.

Adrian M. Smith
NOTARY PUBLIC

My commission expires:

Jan. 29, 1980



STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 3 o'clock 45 minutes P. M. 19 day of Mar, 1976, and that the same has been recorded in Book 197 Page 444 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 22 day of Mar., 1976.

Fees \$ 2.50 pd.

SEAL H. P. Ferguson CLERK

ASSIGNMENT OF DEED OF TRUST

FOR AND IN CONSIDERATION of the sum of One (\$1.00) Dollar and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby assign, set over, and transfer unto NORTH MISSISSIPPI SAVINGS & LOAN ASSOCIATION all right, title and interest in and to that certain Deed of Trust executed for the benefit of the undersigned by Thomas E. Parker Jr., et ux, Martha W. Parker dated March 1, 1976, recorded in Book 197 at Page 357 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 \$ 9,000.00, the principal unpaid balance of which the undersigned warrants to be \$ 9,000.00 as of this date.

The undersigned further warrants that the Deed of Trust hereby assigned constitutes a first lien upon the property therein described, subject only to taxes for the current and future years.

This the 16th day of March, 19 76.

BRIDGETOWN, INC.

By Marjorie Jenne
MARJORIE JENNE, VICE PRESIDENT

STATE OF MISSISSIPPI

COUNTY OF DESOTO

This day personally appeared before the undersigned Notary Public in and for the aforesaid County and State the within named MARJORIE JENNE, VICE PRESIDENT OF BRIDGETOWN, INC., who acknowledged that she signed and delivered the foregoing Assignment of Deed of Trust on the day and year therein mentioned.

WITNESS MY HAND AND SEAL NOTARIAL, this the 16th day of March, 19 76.

Dolores M. Smith
NOTARY PUBLIC

My commission expires:

Jan. 29, 1980



STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 3 o'clock 45 minutes P. M. 19 day of Mar. 1976, and that the same has been recorded in Book 197 Page 445 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 22 day of Mar. 1976.

Fees \$ 2.50 pd.

SEAL H. P. Ferguson CLERK

ASSIGNMENT OF DEED OF TRUST

FOR AND IN CONSIDERATION of the sum of One (\$1.00) Dollar and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby assign, set over, and transfer unto NORTH MISSISSIPPI SAVINGS & LOAN ASSOCIATION all right, title and interest, in and to that certain Deed of Trust executed for the benefit of the undersigned by Sammy J. Richardson, et ux, Kathy E. Richardson dated February 21, 1976, recorded in Book 197 at Page 365 of the Land Trust Deed Records of DeSoto County, Mississippi, together with a note evidencing the indebtedness secured thereby in the original principal amount of \$ 6,300.00, the principal unpaid balance of which the undersigned warrants to be \$ 6,300.00 as of this date.

The undersigned further warrants that the Deed of Trust hereby assigned constitutes a first lien upon the property therein described, subject only to taxes for the current and future years.

This the 16th day of March, 19 76.

BRIDGETOWN, INC.

Majorie Jenne
 MAJORIE JENNE, VICE PRESIDENT

STATE OF MISSISSIPPI

COUNTY OF DESOTO

This day personally appeared before the undersigned Notary Public in and for the aforesaid County and State the within named MAJORIE JENNE, VICE PRESIDENT of BRIDGETOWN, INC., who acknowledged that she signed and delivered the foregoing Assignment of Deed of Trust on the day and year therein mentioned.

WITNESS MY HAND AND SEAL NOTARIAL, this the 16th day of March

76.

Dolores M. Smith
 NOTARY PUBLIC

My commission expires

Jan. 29, 1980



STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 3 o'clock 45 minutes P. M. 19 day of Mar. 1976, and that the same has been recorded in Book 197 Page 446 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 22 day of Mar. 1976.

Fees \$ 2.50 pd.

SEAL H. P. Ferguson CLERK

ASSIGNMENT OF DEED OF TRUST

FOR AND IN CONSIDERATION of the sum of One (\$1.00) Dollar and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby assign, set over, and transfer unto NORTH MISSISSIPPI SAVINGS & LOAN ASSOCIATION all right, title and interest in and to that certain Deed of Trust executed for the benefit of the undersigned by Charles L. Ector and Berniece W. Ector dated November 8, 1975, recorded in Book 196 at Page 503 of the Land Trust Deed Records of DeSoto County, Mississippi, together with a note evidencing the indebtedness secured thereby in the original principal amount of \$ 6,300.00, the principal unpaid balance of which the undersigned warrants to be \$ 6,300.00 as of this date.

The undersigned further warrants that the Deed of Trust hereby assigned constitutes a first lien upon the property therein described, subject only to taxes for the current and future years.

This the 27th day of February, 1976.

BRIDGETOWN, INC.

By Marjorie Jenne
MARJORIE JENNE, VICE PRESIDENT

STATE OF MISSISSIPPI

COUNTY OF DESOTO

This day personally appeared before the undersigned Notary Public in and for the aforesaid County and State the within named MARJORIE JENNE, VICE PRESIDENT OF BRIDGETOWN, INC., who acknowledged that she signed and delivered the foregoing Assignment of Deed of Trust on the day and year therein mentioned.

WITNESS MY HAND AND SEAL, NOTARIAL, this the 27th day of February

19 76.

[Signature]
NOTARY PUBLIC



My commission expires:

March 3, 1976

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 3 o'clock 45 minutes P. M. 19 day of Mar. 1976, and that the same has been recorded in Book 197 Page 447 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 22 day of Mar. 1976.

Fees \$ 2.50 pd.

SEAL H. P. Ferguson CLERK

ASSIGNMENT OF DEED OF TRUST

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

dated February 28, 1976, recorded in Book 197 at Page 337 of the Land Trust Deed Records of DeSoto County, Mississippi, together with a note evidencing the indebtedness secured thereby in the original principal amount of \$ 6,300.00, the principal unpaid balance of which the undersigned warrants to be \$ 6,300.00 as of this date.

The undersigned further warrants that the Deed of Trust hereby assigned constitutes a first lien upon the property therein described, subject only to taxes for the current and future years.

This the 16th day of March, 1976.

BRIDGETOWN, INC.

Marjorie Jenne
MARJORIE JENNE, VICE PRESIDENT

STATE OF MISSISSIPPI
COUNTY OF DESOTO

This day personally appeared before the undersigned Notary Public in and for the aforesaid County and State the within named MARJORIE JENNE, VICE PRESIDENT of BRIDGETOWN, INC., who acknowledges that she signed and delivered the foregoing Assignment of Deed of Trust on the day and year therein mentioned.

WITNESS MY HAND AND SEAL NOTARILY, this the 16th day of March

1976.

Dobson M. Smith
NOTARY PUBLIC

My commission expires:
Jan. 29, 1980



STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 3 o'clock 45 minutes 3 M. P. day of 19 1976, and that the same has been recorded in Book 197 Page 448 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 22 day of Mar. 1976.

Fees \$ 2.50 pd.

SEAL H. P. Ferguson CLERK

ASSIGNMENT OF DEED OF TRUST

FOR AND IN CONSIDERATION of the sum of One (\$1.00) Dollar and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby assign, set over, and transfer unto NORTH MISSISSIPPI SAVINGS & LOAN ASSOCIATION all right, title and interest in and to that certain Deed of Trust executed for the benefit of the undersigned by Samuel L. Pace, et ux, Judy B. Pace dated February 28, 1976, recorded in Book 197 at Page 353 of the Land Trust Deed Records of DeSoto County, Mississippi, together with a note evidencing the indebtedness secured thereby in the original principal amount of \$ 5,400.00, the principal unpaid balance of which the undersigned warrants to be \$ 5,400.00 as of this date.

The undersigned further warrants that the Deed of Trust hereby assigned constitutes a first lien upon the property therein described, subject only to taxes for the current and future years.

This the 16th day of March, 1976.

BRIDGETOWN, INC.

By Margaret Jenne
MARGARET JENNE, VICE PRESIDENT

STATE OF MISSISSIPPI
COUNTY OF DESOTO

This day personally appeared before the undersigned Notary Public in and for the aforesaid County and State the within named MARGARET JENNE, VICE PRESIDENT OF BRIDGETOWN, INC., who acknowledged that she signed and delivered the foregoing Assignment of Deed of Trust on the day and year therein mentioned.

WITNESS MY HAND AND SEAL, NOTARIAL, this the 16th day of March, 1976.

Dolores M. Smith
NOTARY PUBLIC

My commission expires:
Jan. 29, 1980



STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 3 o'clock 45 minutes P. M. 19 day of Mar., 1976, and that the same has been recorded in Book 197 Page 449 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 22 day of Mar., 1976.

Fees \$ 2.50 pd.

SEAL H. H. Ferguson CLERK

ASSIGNMENT OF DEED OF TRUST

FOR AND IN CONSIDERATION of the sum of One (\$1.00) Dollar and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby assign, set over, and transfer unto NORTH MISSISSIPPI SAVINGS & LOAN ASSOCIATION all right, title and interest in and to that certain Deed of Trust executed for the benefit of the undersigned by Earnest W. Gaines and wife, Reggie L. Gaines dated March 13, 1976, recorded in Book 197 at Page 331 of the Land Trust Deed Records of DeSoto County, Mississippi, together with a note evidencing the indebtedness secured thereby in the original principal amount of \$ 4,900.00, the principal unpaid balance of which the undersigned warrants to be \$ 4,900.00 as of this date.

The undersigned further warrants that the Deed of Trust hereby assigned constitutes a first lien upon the property therein described, subject only to taxes for the current and future years.

This the 17th day of March, 1976.

BRIDGETOWN, INC.

Marjorie Jenne
MARJORIE JENNE, VICE PRESIDENT

STATE OF MISSISSIPPI

COUNTY OF DESOTO

This day personally appeared before the undersigned Notary Public in and for the aforesaid County and State the within named MARJORIE JENNE, VICE PRESIDENT OF BRIDGETOWN, INC., who acknowledged that she signed and delivered the foregoing Assignment of Deed of Trust on the day and year therein mentioned.

WITNESS MY HAND AND SEAL NOTARILY, this the 17th day of March, 1976.

Dolores M. Smith
NOTARY PUBLIC

My commission expires

Jan. 29, 1980



STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 3 o'clock 45 minutes P. M. 19 day of Mar. 1976, and that the same has been recorded in Book 197 Page 450 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 22 day of Mar. 1976.

Fees \$ 2.50 pd.

SEAL H. H. Ferguson CLERK

ASSIGNMENT OF DEED OF TRUST

FOR AND IN CONSIDERATION of the sum of One (\$1.00) Dollar and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby assign, set over, and transfer unto NORTH MISSISSIPPI SAVINGS & LOAN ASSOCIATION all right, title and interest in and to that certain Deed of Trust executed for the benefit of the undersigned by Joe Krasner and wife, Mildred Krasner dated February 22, 1976, recorded in Book 197 at Page 343 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 \$ 3,600.00, the principal unpaid balance of which the undersigned warrants to be \$ 3,600.00 as of this date.

The undersigned further warrants that the Deed of Trust hereby assigned constitutes a first lien upon the property therein described, subject only to taxes for the current and future years.

This the 16th day of March, 1976.

BRIDGETOWN, INC.

By Margorie Jenne
MARGORIE JENNE, VICE PRESIDENT

STATE OF MISSISSIPPI
COUNTY OF DESOTO

This day personally appeared before the undersigned Notary Public in and for the aforesaid County and State the within named MARGORIE JENNE, VICE PRESIDENT OF BRIDGETOWN, INC., who acknowledged that she signed and delivered the foregoing Assignment of Deed of Trust on the day and year therein mentioned.

WITNESS MY HAND AND SEAL NOTARIAL, this the 16th day of March, 1976.

Deloris M. Smith
NOTARY PUBLIC

My commission expires:
Jan. 29, 1980



STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 3 o'clock 45 minutes P. M. 19 day of Mar. 1976, and that the same has been recorded in Book 197 Page 451, records of REAL ESTATE Trust Deed of said County.
Witness my hand and seal this the 22 day of Mar. 1976.
Fees \$ 2.50 pd. SEAL H. P. Ferguson CLERK

ASSIGNMENT OF DEED OF TRUST

FOR AND IN CONSIDERATION of the sum of One (\$1.00) Dollar and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby assign, set over, and transfer unto NORTH MISSISSIPPI SAVINGS & LOAN ASSOCIATION all right, title and interest in and to that certain Deed of Trust executed for the benefit of the undersigned by Archie H. Atwell, et ux, Vera Atwell dated February 15, 1976, recorded in Book 197 at Page 319 of the Land Trust Deed Records of DeSoto County, Mississippi, together with a note evidencing the indebtedness secured thereby in the original principal amount of \$ 5,800.00, the principal unpaid balance of which the undersigned warrants to be \$ 5,800.00 as of this date.

The undersigned further warrants that the Deed of Trust hereby assigned constitutes a first lien upon the property therein described, subject only to taxes for the current and future years.

This the 16th day of March, 19 76.

BRIDGETOWN, INC.

By Marjorie Jenne
MARJORIE JENNE, VICE PRESIDENT

STATE OF MISSISSIPPI
COUNTY OF DESOTO

This day personally appeared before the undersigned Notary Public in and for the aforesaid County and State the within named MARJORIE JENNE, VICE PRESIDENT OF BRIDGETOWN, INC., who acknowledged that she signed and delivered the foregoing Assignment of Deed of Trust on the day and year therein mentioned.

WITNESS MY HAND AND SEAL, NOTARIAL, this the 16th day of March, 19 76.

Dolores M. Smith
NOTARY PUBLIC

My commission expires: Jan. 29, 1980



STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 3 o'clock 45 minutes P. M. 19 day of Mar, 1976, and that the same has been recorded in Book 197 Page 452 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 22 day of Mar, 1976.
Fees \$ 2.50 pd. SEAL H. P. Sugar CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK
199 PAGE 555
THIS 11 DAY OF May 1976
H. H. Ferguson
CHANCERY CLERK

453

FOR REAL ESTATE, CHATTEL OR BOTH

Cary G. Duncan
To { DEED OF TRUST
Security Bank of Hernando

THIS INDENTURE, Made this 22nd day of March 1976
between Cary G. Duncan

and Security Bank of Hernando

WITNESSETH, That whereas, said party of the first part, being indebted to the said party of the second part in the sum of Six Thousand Eight Hundred Dollars (\$6,800.00)

evidenced by a promissory note of even date, bearing 10% interest from date, due and repayable on or before January 2, 1977

and any further amount that the party of the second part may furnish the party of the first part during the year 1977... Therefore, in consideration of the premises, and of the sum of One Dollar to the party of the first part paid by George S. McIngvale Trustee, the party Y of the first part has this day granted, bargained, and sold to the said Trustee the following described property, located in the County of DeSoto, and state of Mississippi, viz: All of the agricultural products of every kind that...

Lot 128, Section A, 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.

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 Y of the first part promptly pay the above stated indebtedness on or before the 2nd day of January 1977, then this instrument to be void, but in default thereof the said Trustee shall take possession of said property, and after giving notice of the time, place and terms of sale, by advertisement according to law in DeSoto County, shall sell the same at public auction, to the highest bidder for cash, at such time and place as he shall designate in said advertisement. The proceeds of said sale shall be applied to the payment of said indebtedness and all costs incurred herein; and if there be a surplus, such surplus shall be refunded to the party Y of the first part. In case of failure or inability on the part of said Trustee to execute the trust herein confided, the party of the second part, its assigns or legal representatives, can at any time appoint a Trustee to act in his stead.

Witness my signature this date written above. Cary G. Duncan

STATE OF MISSISSIPPI, DeSOTO COUNTY
Personally appeared before me, the undersigned authority of said County, the within named Cary G. Duncan

who acknowledged that he signed and delivered the foregoing Deed of Trust on the day and year therein mentioned. Given under my hand and official seal, this 22nd day of March 1976

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

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

STATE OF MISSISSIPPI, DeSOTO COUNTY
I certify that the within instrument was filed for record at 11 o'clock 38 minutes A. M. 22 day of Mar. 1976, and that the same has been recorded in Book 197 Page 453 records of REAL ESTATE Trust Deed of said County.
Witness my hand and seal this the 22 day of Mar. 1976.

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

454

387859

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 TRUST DEED executed

by LARRY R. SMITH AND WIFE
RUBY L. SMITH

to FIRST NATIONAL BANK OF MEMPHIS

and recorded on Page 329 of Book Number 171 (Real Estate) of the Record of

Deeds or Deeds of Trust in your office.

This 17 day of March, 19 76.

THE FIRST NATIONAL BANK OF MEMPHIS

By Marie Jordan
Marie Jordan
Operations Officer

STATE OF TENNESSEE)

) SS

SHELBY COUNTY)

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

Operations Officer who acknowledged that

She signed and delivered the foregoing instrument on
the day and year therein mentioned, as her act and deed.

Given under my hand and official seal, this 17 day of

March, AD, 19 76.

Anna L. Lippert
Notary Public

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 10 minutes A. M. 22 day of Mar. 1976, and that the same has been recorded in Book 197 Page 454 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 22 day of Mar. 1976.

Fees \$ 2.50 pd.

SEAL H. P. Ferguson CLERK

Paid, Satisfied and Cancelled

This 2nd day of March 1983

455

James W. Amos
Trustee

Attest *G. B. Ferguson*

Chancery Clerk *B. E. Davis, D.C.*

Mississippi Bankers Association
Form No. 1
(Revised Dec. 1954)
L.A.N.D.

DEED OF TRUST LAND

THIS INDENTURE, this day made and entered into between

CARY G. DUNCAN

of the first part, hereinafter designated as the Grantor,

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

Richard W. Helm and wife, of the third part, hereinafter designated as the Beneficiary.
Barbara H. Helm

WITNESSETH: That whereas the Grantor is justly indebted to the beneficiary in the full sum of
One Thousand Three Hundred Fifty-four and 79/100----- DOLLARS
(\$ 1,354.79) evidenced by one promissory note of even date herewith in favor of
the beneficiary, bearing interest at the rate of eight per centum per annum after
date , providing for the payment of attorney's fees in case of default and being due
and payable as follows, to-wit:

On or before September 1, 1976.

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

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

County of DeSoto

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

Lot 128 in Section A, 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.

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 the insurance money so paid shall be applied either on the indebtedness secured hereby, or in rebuilding or restoring the damaged building, or buildings, or it may be released to the grantor, as the beneficiary may elect. In the event of loss the grantor shall immediately give notice by mail to the beneficiary who may make proof of loss if same be not promptly made by the grantor. Each insurance company involved is hereby authorized, empowered and directed to make payment for any loss directly to the beneficiary instead of to the grantor and the beneficiary jointly.

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

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

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

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

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

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

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

IN TESTIMONY WHEREOF, witness the signature of the grantor this the 22nd day of March 19 76

Cary G. Duncan
CARY G. DUNCAN

STATE OF MISSISSIPPI,
COUNTY OF DESOTO

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

Cary G. Duncan

who ~~separately~~ 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 22nd day of March 19 76

My Commission Expires: 5-1-78

Rebecca Kelly
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 11 o'clock 50 minutes A. M. 22 day of Mar. 1976, and that the same has been recorded in Book 197 Page 455 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 22 day of Mar. 1976.

Fees \$ 5.00 pd.

SEAL

H. H. ...

PARTIAL RELEASE

Know all men by these presents that for and in consideration of the part payment of the indebtedness described in and secured by that certain Deed of Trust dated July 3, 1975, executed by Albertine-McCrory Realty Company to C. B. Henley as Trustee (s) Bailey Mortgage Company as Beneficiary, which Deed of Trust is recorded in Book 188, Page 301, in the office of the Chancery Clerk of DeSoto County, Mississippi, the undersigned Bailey Mortgage Company, named in Deed of Trust, have bargained and sold and by these presents do bargain, sell, convey, remise, release and quitclaim unto the said Albertine-McCrory Realty Company, the following described property located in DeSoto County, Mississippi, to-wit:

Lot 630, 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.

To have and to hold the aforescribed real property unto the said Albertine-McCrory Realty Company and to its successors, heirs and assigns in fee simple forever, free and discharged from the lien of said deed of trust and the indebtedness secured thereby.

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

WITNESS our signatures this the 15 day of March, 1976.

ATTEST:
William Cook
William Cook, Vice President
STATE OF MISSISSIPPI
COUNTY OF HINDS

BAILEY MORTGAGE COMPANY
By: Paul J. Salvo
Paul J. Salvo, Comptroller

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

WITNESS my hand and seal of office, this 15 day of March, 1976.

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 0 minutes A. M. 22 day of Mar. 1976, and that the same has been recorded in Book 197 Page 458, records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 22 day of Mar. 1976.
Fees \$ 2.50 pd.

SEAL H. P. Ferguson CLERK

300 PAGE 524
 18 DAY OF July 1983
 W. D. Ferguson
 CHANCERY CLERK

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↓
 01-3311795

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

RETURN TO:
 RECORD DATA OF MISS.
 SUITE 922-100 N. MAIN
 MEMPHIS, TN 38103

DEED OF TRUST

Lender - Beneficiary
 FORD MOTOR CREDIT COMPANY

1274 ST. LN RD SHAVEN MS 38671

ACCOUNT NO. 1173-5	DIGIT 22	PREVIOUS ACCOUNT NO.	SECURITY HOME-SEC-RE	LOAN DATE 3-15-76
NAME (BORROWER/GRANTOR/GRANTOR'S SPOUSE) WILLIAM G MOSS		SPOUSE JUDY C	FINANCE CHARGE \$1072.68	OFFICIAL FEE 6.50
ADDRESS 5634 HALEVILLE		CASH ADVANCE 2183.28	INSURANCE PREMIUMS PHYSICAL DAMAGE NONE CREDIT LIFE 62.20 CREDIT DISABILITY 131.33	TOTAL OF PAYMENTS 3456.00
CITY AND STATE SOUTHAVEN MISS 38671		ANNUAL PERCENTAGE RATE 25.98 %	NOTE IS PAYABLE IN MONTHLY PAYMENTS, THE FIRST ONE OF \$ 96.00 AND 35** 96.00	AMOUNT FINANCED 2383.32
AGE	SPOUSE AGE	APPRaisal FEE	TITLE EXAMINATION FEE	EARLY GENERAL CREDIT
OWNER'S INSURANCE PREMIUM	FIRE INSURANCE PREMIUM			

WHEREAS, the undersigned Grantor, William G. & wife Judy C. Moss

whose address is 5634 Haleville, DeSoto, Southaven, 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 W W Agee

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 State of Mississippi, and described as follows, to wit:

Lot 216, Section A, Revised in Southaven Subdivision on Section 14, Township 1 South, Range 8 West, as shown by the plat recorded in Plat LBook 2, Pages 4-5 in the office of the Chancery Clerk of said County.

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 15th day of March, 1976

William C. Moss

William C. Moss

Judy C. Moss

Judy C. Moss

STATE OF MISSISSIPPI

COUNTY OF DeSoto

Personally appeared before me, the undersigned authority of law in and for the jurisdiction aforesaid, the within named William G. Moss and wife Judy C. Moss

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 15th day of March, 1976

My commission expires:

9-7-77

H. P. Ferguson

NOTARY PUBLIC

All property taxes to be paid by.

William G. & Judy C. Moss.
5634 Haleville
Southaven, Miss. 38671

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 25 minutes A. M. 22 day of Mar. 1976, and that the same has been recorded in Book 197 Page 459 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 22 day of Mar. 1976.

Fees \$ 4.50 pd.

SEAL *H. P. Ferguson* CLERK

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ok
new

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 31 day of Dec. 19 75, made and executed by Clovis E. and
Maxine Worrell 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. 194 on page 613
of the Record of Trust Deeds, on the 31 day of Dec. 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 19th day of March, 19 76.

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 March A. D. 19 76

My Commission Expires Jan. 7, 1978
[Signature]
Elois M. Barbee

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock
40 minutes A. M. 22 day of Mar. 1976, and that the same has
been recorded in Book 197 Page 468 records of REAL ESTATE Trust Deed
of said County.

Witness my hand and seal this the 22 day of Mar. 1976.
Fees \$ 2.50 pd.
SEAL [Signature] CLERK

PAID, SATISFIED and Canceled.
MAR 23 day of Sept. 19 91
W. B. Davis
W. H. Maham, Jr.

Deed of Trust

To

LEROY WASHINGTON AND LEON WASHINGTON

THIS DEED OF TRUST, Made and entered into this the 16th day of March, 19 76,
by and between Elson Smith, Robert Brown and Robert Hooks, Parties

of the first part, hereinafter designated as the GRANTORS: Arthur E. Huggins
Trustee of the second part, hereinafter designated as TRUSTEE; and Leroy Washington and Leon Washington,
Parties 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
TWENTY-ONE THOUSAND SIX HUNDRED SIXTY-FOUR and 00/100 DOLLARS
(\$21,664.00), evidenced by promissory note of even date herewith payable to the Beneficiary as follows,
to-wit:

Promissory Note from Elson Smith, Robert Brown and Robert Hooks, payable to Leroy Washington and Leon Washington, or order, in the principal sum of Twenty-One Thousand Six Hundred Sixty-Four and 00/100 Dollars (\$21,664.00), bearing interest from date at the rate of 7% per annum, payable in five (5) equal annual installments of Three Thousand Six Hundred Ten and 66/100 Dollars, (\$3,610.66) and one final installment of Three Thousand Six Hundred Ten and 70/100 Dollars (\$3,610.70), plus accured interest on balance remaining from time to time unpaid, with principal and interest payable annually with the first annaul installment of principal and interest being due and payable on March 16, 1977, and each succeeding annual installment of principal and accured interest being due on the same day of March of each succeeding year thereafter until principal and interest shall have been fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the 16th day of March, 1982. said note bearing interest from date at the rate of 7% per centum per annum, and providing for attorney's fees for collection if not paid according to the terms thereof;

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

NOW, THEREFORE, in consideration of FIVE AND NO/100 (\$5.00) DOLLARS, to the undersigned Grantors this day paid by the aforesaid Trustee, the receipt of which is hereby acknowledged, the grantors do hereby convey and warrant unto the said Trustee, the following described land and property, together with all the hereditaments and appurtenances thereunto appertaining, including so far as they now are, or may hereafter belong to or be used in connection with the buildings now or hereafter to be erected on said premises, all elevators, heating and ventilating apparatus, gas, electric light and other fixtures, whether attached to said premises or detached therefrom, thereupon situated and thereunto belonging, lying and being situated in ~~XXXXXX~~ Sec. 2, Twsp. 2, Range 9 West District of DeSoto County, State of Mississippi, and more particulary described as follows, to-wit:

TRACT I

Beginning at an iron pin said pin being at the southeast corner north 1/2, south 1/2, section 2, township 2, range 9 west; thence south 84 degrees 30 minutes west 1,760.67 feet to an iron pin; thence north 5 degrees 43 minutes 33 seconds west 793.63 feet to a point; thence north 84 degrees 30 minutes 00 seconds east 116.67 feet to a point; thence south 5 degrees 43 minutes 33 seconds east 530.00 feet to a point; thence north 84 degrees 30 minutes east 1,644.00 feet to a point on the east line of said section 2; thence south 5 degrees 43 minutes 33 seconds east 263.63 feet along said east line to the point of beginning. Containing 12.08 acres more or less. Being a portion of the property conveyed to Leroy Washington and Leon Washington by Clara Alice Washington by Deed of Record in Deed Book 105, Page 448.

AND:

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TRACT II

Beginning at a point on the east line of section 2, township 2, range 9 west said point being north 5 degrees 43 minutes 33 seconds west 263.63 feet along said east line from the southeast corner, north 1/2, south 1/2 of said section 2; thence south 84 degrees 30 minutes west 1,644.0 feet to a point; thence north 5 degrees 43 minutes 33 seconds west 530.00 feet and parallel to said east line to a point; thence north 84 degrees 30 minutes east 1,644.00 feet to an iron pin on said east line of section 2; thence south along said east line 530.0 feet to the point of beginning. Containing 20.0 acres more or less. Being the same property conveyed by Clara Alice Washington to Grantors by Deed appearing of record in Deed Book 105, at Page 453.

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 pleasure 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 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.

Elson Smith
Elson Smith

Robert S. Brown
Robert Brown

Robert Hooks
Robert Hooks

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STATE OF MISSISSIPPI

COUNTY OF DESOTO

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named Elson Smith, Robert Brown and Robert Hooks who severally acknowledged that they signed and delivered the above and foregoing deed of trust on the day and year therein mentioned.

Given under my hand and official seal, this the 16th day of March, 1976



Clavin Davis Brown
Notary Public

My Commission expires _____

BY COMMISSION EXPIRES MAY 23, 1972

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 _____

of
UARANTY CO.
Phone 393-2476
S. 38671

Trust

Chancery Court

of Trust was filed for
o'clock A. M., on
March 19 76
day of

on page _____
In my office.
Seal of office this _____
19____

Chancery Clerk
D. C.

the only guaranteed
real estate losses.

5.00
Clavin Davis Brown

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 0 minutes A. M. 22 day of Mar. 1976, and that the same has been recorded in Book 197 Page 463 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 22 day of Mar. 1976

Fees \$ 5.00 pd.

SEAL H. H. Ferguson CLERK

CANCELLED BY AUTHORITY, RECORDED IN BOOK

913 PAGE 283

THIS 13th DAY OF June, 19 97

W. E. Davis

CHANCERY CLERK

Assignment of this instrument Recorded in
Reel Estate T/D Book

No. 319 Page 744

This the 20 day of July, 1984

N. H. Ferguson clerk

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This instrument prepared by: John J. Delius, Attorney
3181 Poplar Ave.
Memphis, Tennessee 38111

VA Form 25-5222 (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 5th day of February, 19 76,
by and between CHARLES CLETIS MILLER and wife, PATRICIA EILEEN MILLER

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

PERCY GALBREATH & SON, INC.,

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

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

Lot 22, Section C, Oaklawn Subdivision, in Section 13, Township 3, Range 8, of record
in Plat Book 4, Page 29, in the office of the Chancery Court Clerk of DeSoto County,
Mississippi, and being more particularly described as follows:

Beginning at a point in the east line of Williamsburg Lane (50 feet wide) a distance
of 125.01 feet northwardly as measured along the east line of Williamsburg Lane from
its tangent intersection with the north line of Plymouth Drive (50 feet wide); said
point being the southwest corner of Plymouth Drive (50 feet wide); the said point
being the southwest corner of Lot 23; thence eastwardly along the line dividing Lots
22 and 23 a distance of 95.0 feet to a point in the east boundary line of the
subdivision; thence southwardly along the boundary line a distance of 121.33 feet to a
point in the northwest line of Plymouth Drive; thence southwestwardly along the northwest
line of Plymouth Drive a distance of 68.90 feet to a point of curvature; thence with a
curve to the right which radius is 25 feet a distance of 40.24 feet to a point in the
east line of Williamsburg Lane; thence northwardly along the east line of Williamsburg
Lane a distance of 99.02 feet to the point of beginning.

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 60 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.

This deed of trust is being re-recorded to insert the name of the County in Item 9
of this instrument.

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

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

IN TRUST, HOWEVER, to secure to the Beneficiary named above, the payment of a certain promissory note of even date herewith in the principal sum of TWENTY THREE THOUSAND FIVE HUNDRED AND NO/100-Dollars (\$23,500.00), with interest from date at the rate of eight & three-fourths per centum (8 3/4%) per annum on the balance remaining from time to time unpaid; principal and interest being payable at the office of Percy Galbreath & Son, Inc. in Memphis, Tennessee, or at such other place as the holder may designate, in writing delivered or mailed to the Grantor, in monthly installments of ONE HUNDRED EIGHTY FOUR & 96/100 Dollars (\$ 184.96), commencing on the first day of March, 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 February, 2006.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Charles Cletis Miller
Charles Cletis Miller

Patricia Eileen Miller
Patricia Eileen Miller

TENNESSEE
STATE OF MISSISSIPPI,
COUNTY OF SHELBY } ss:

Personally appeared before me John J. Delius, the undersigned Notary Public in and for said County, the within named CHARLES CLETIS MILLER and PATRICIA EILEEN MILLER, his wife, who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and seal this 5th day of February, 1976.



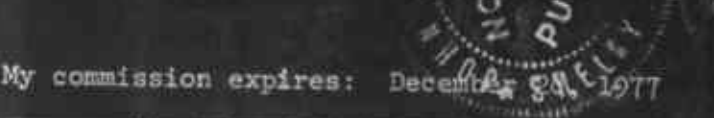
John J. Delius
Notary Public

My commission expires: December 28, 1977.

STATE OF TENNESSEE, COUNTY OF SHELBY:

Personally appeared before me, John J. Delius, the undersigned Notary Public in and for said County, the within named CHARLES CLETIS MILLER and PATRICIA EILEEN MILLER, his wife, who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and seal this 18th day of March, 1976.



John J. Delius
Notary Public

My commission expires: December 28, 1977.

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 0 minutes A.M. 22 day of Mar. 1976, and that the same has been recorded in Book 197 Page 467 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 22 day of Mar. 1976.

Fees \$ 5.00 pd.

SEAL *H. P. Ferguson* CLERK

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H. G. Ferguson
CHANCERY CLERK

This Indenture, made by and between MARTHA LYNN HUNTER, and her husband BURLEIGH

party of the first part, JAMES C. BLACKBURN party of the second part, as Trustee; and
CREDITHRIFT OF AMERICA, INC.

party of the third part, WITNESSETH:

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

SEE EXHIBIT A

Burleigh K. Hunter joins in this Deed of Trust and conveys any right, title and interest he might have in said property including the right of curtesy and homestead

This conveyance is made in trust, however, to secure the payment of \$ 49,319.22, evidenced by the following promissory notes of even date herewith:

a promissory note and investment certificate in the total sum of \$49,319.22 payable in 35 monthly installments of \$1,027.00 and one final payment of \$13,374.22.

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

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

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

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

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

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

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

Witness the signature of the party of the first part, on this the 12th day of February March, 19 76

Martha Lynn Hunter
MARTHA LYNN HUNTER
Burleigh K. Hunter
BURLEIGH K. HUNTER

This instrument prepared by JAMES C. BLACKBURN 2337 100 NORTH MAIN BUILDING, MEMPHIS, TENNESSEE #38103

STATE OF MISSISSIPPI
COUNTY OF DeSOTO

Personally appeared before me, the undersigned Notary Public, in and for the State and County aforesaid, the within named
Martha Lynn Hunter & husband, Burleigh K. Hunter

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

Given under my hand and seal this the 18th day of February March 1976

Brown D. [Signature]
Notary Public.

RETURN TO:
RECORD DATA OF MISS.
SUITE 922-100 N. MAIN
MEMPHIS, TN 38103



Divisional Offices
100 North Main Building
P.O. Box 3073
Memphis, Tennessee 38103
Phone (901) 523-4343

TRUST DEED

FROM
Martha Lynn Hunter & Husband

TO
Burleigh K. Hunter

James C. Blackburn Trustee

FOR THE USE OF

Credithrift of America, Inc.

STATE OF MISSISSIPPI
County of DeSoto

I, _____ Clerk
of the Chancery Court and ex-officio Recorder for the
County and State aforesaid, do hereby certify that the
within instrument of writing was filed for record in my
office on the _____ day of _____

A. D. 19____ at _____ o'clock _____ M., and has been
this day duly recorded in Trust Deed Record

Page _____

WITNESS my hand and official seal, this

_____ day of _____ 19____

Clerk

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

MTC Form 0017

RECORDS DEPARTMENT
STATE OF MISSISSIPPI
MEMPHIS, TENNESSEE

EXHIBIT A

Property situated in DeSoto County, Mississippi, described as follows:

3.75 acres, more or less, being situated in Section 9, Township 2, Range 7 West, and more particularly described as follows:

Beginning at the northwest corner of Section 9, thence South 1° 32' 10" west along the west line of said section 40.0 feet to a point in the south right of way of Church Road; thence south 88° 30' east along the south right of way of said section 760.23 feet to a point being the northeast corner of the Jerry W. Hunter, et ux, tract of record in Book 107, Page 572, thence south 1° 18' 02" west 854.09 feet along the east line of said tract to a point being the southeast corner of said tract and thence south 1° 18' 02" west 853.95 feet to a point being the southeast corner of the tract conveyed to Una Pearl Smith et ux and being the point of beginning; thence north 89° 52' 18" west 381.59 feet to a point being the southwest corner, thence north 1° 17' 52" west a distance of 425' to a point being the northwest corner of this tract, thence south 88° 53' 30" east 381.55 feet to a point being the northeast corner of this tract, thence south 1° 18' 08" a distance of 425' to the point of beginning.

This is the south 1/2 of the property conveyed by Jerry Hunter et ux to Una Pearl Smith and husband, Jack J. Smith.

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 25 minutes A. M. 22 day of Mar. 1976, and that the same has been recorded in Book 197 Page 477 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 22 day of Mar. 1976.

Fees \$ 4.00 pd.

SEAL H. P. Ferguson CLERK

474

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST

Class C

STATE OF MISSISSIPPI, } ss.
DeSoto County.

KNOW ALL MEN BY THESE PRESENTS: That Money Mart, Inc. of Olive Branch
of Olive Branch, Mississippi the beneficiary, does hereby certify that a certain trust deed
bearing date the 22nd day of January 19 76, made and executed by J. D. Raines, et ux
of _____ to _____
the above named beneficiary, and recorded in the office of the Chancery Clerk of DeSoto
County, in the State of Mississippi in Real Estate Trust Deed Record No. 195 on page 537
of the Record of Trust Deeds, on the 26th day of January, A. D. 19 76, is now fully paid
and satisfied, and I do hereby authorize the Clerk of the Chancery Court of said
County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of
said County also as provided by law.

MONEY MART, INC. OF OLIVE BRANCH

by Jim Sullivan

STATE OF MISSISSIPPI, } ss.
DeSoto County.

Personally came and appeared before me, the undersigned authority, notary public
in and for County and State aforesaid, Jim Sullivan who acknowledged that he signed and
delivered the above and foregoing instrument on the day and date for the purpose therein mentioned.

Given under my hand and seal of office this 13th day of March, A. D. 19 76.

My Commission Expires Feb. 3, 1979

Boyd D. Holloway

My Commission Expires:

Notary Public

LAWRENCE-DESOYOCC 27844

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 11 o'clock
50 minutes A. M. 22 day of Mar 1976, and that the same has
been recorded in Book 197 Page 474 records of REAL ESTATE Trust Deed
of said County.

Witness my hand and seal this the 22 day of Mar, 1976.

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 Money Mart, Inc. of Olive Branch
of Olive Branch, Mississippi the beneficiary, does hereby certify that a certain trust deed
bearing date the 14th day of February 1975, made and executed by J. D. Raines, et ux

of _____ to
the above named beneficiary, and recorded in the office of the Chancery Clerk of DeSoto
County, in the State of Mississippi in Real Estate Trust Deed Record No. 186 on page 67
of the Record of Trust Deeds, on the 22nd day of February, A. D. 1975, is now fully paid
and satisfied, and I do hereby authorize the Clerk of the Chancery Court of said
County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of
said County also as provided by law.

MONEY MART, INC., OF OLIVE BRANCH,

Jim Sullivan

STATE OF MISSISSIPPI, } ss.
DeSoto County.

Personally came and appeared before me, the undersigned authority notary public
in and for County and State aforesaid, *Jim Sullivan* 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 March A. D. 19 76

My Commission Expires Feb. 3, 1979

My Commission Expires:

Beth L. Holloway

Notary Public



LAWRENCE-GREENWOOD 87843

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 11 o'clock
50 minutes A.M. 22 day of Mar. 1976, and that the same has
been recorded in Book 197 Page 475 records of REAL ESTATE Trust Deed
of said County.

Witness my hand and seal this the 22 day of Mar. 1976.
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 Bank of Mississippi
of Olive Branch Mississippi the beneficiary, does hereby certify
that a certain trust deed bearing date the 7th day of April
1969, made and executed by James E. Coke and wife, Mary E. Coke of
Bank of Mississippi the
above named beneficiary, and recorded in the office of the Chancery Clerk
of DeSoto County, in the State of Mississippi in Real Estate Trust Deed Record
No. 109, on Page 20, of the Record of Trust Deeds, on the 16th day
of April, A.D. 1969 is now fully paid and satisfied; and I do
hereby authorize the Clerk of the Chancery Court of said DeSoto County to
enter satisfaction and certificate of payment in full upon this said instru-
ment and that this order be recorded in the records of said County also as
provided by law.

THIS THE 16th day of March, 1976.

Bank of Mississippi, Olive Branch, Miss.

Peggy Mitchell

STATE OF MISSISSIPPI

COUNTY OF DESOTO

Personally came and appeared before me, the undersigned authority
of law 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, 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 16th day of

May, A.D. 1976.

Bill L. Hollowell

NOTARY PUBLIC

My commission expires:

My Commission Expires Feb. 1, 1979

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock
NO minutes A. M. 22 day of Mar 1976, and that the same has
been recorded in Book 197 Page 476 records of REAL ESTATE Trust Deed
of said County.

Witness my hand and seal this the 22 day of Mar 1976

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 Bank of Mississippi
of Olive Branch, Miss. the beneficiary, does hereby certify
that a certain trust deed bearing date the 13th day of July
1968, made and executed by James E. Coke and wife, Mary E. Coke
, 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. 103, on Page 20, of the Record of Trust Deeds, on the 15th day
of July, 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 instru-
ment and that this order be recorded in the records of said County also as
provided by law.

THIS THE 16th day of March, 19 76.

Bank of Mississippi, Olive Branch, Miss.

Peggy Mitchell

STATE OF MISSISSIPPI

COUNTY OF DESOTO:

Personally came and appeared before me, the undersigned authority
of law 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, 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 16th day of

March, A.D. 1976.

Betty L. Hollowell

NOTARY PUBLIC

My commission expires:
My Commission Expires Feb. 3, 1977

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock
0 minutes A. M. 22 day of Mar. 1976, and that the same has
been recorded in Book 197 Page 477 records of REAL ESTATE Trust Deed
of said County.

Witness my hand and seal this the 22 day of Mar. 1976.

Fees \$ 2.50 pd.

SEAL H. P. Ferguson CLERK

478

RELEASE OF DEED OF TRUST

To the Clerk of the CHANCERY COURT of DeSoto County, Mississippi:

You are hereby authorized and directed to mark cancelled and satisfied of record the following described Deed(s) of Trust executed by Frank L. Acree and Nellie Acree for the benefit of North Mississippi Savings & Loan Association which is (are) recorded in the Records of Deeds of Trust in your office.

One dated the 12 day of April, 19 66 and recorded in Book 89 at Page 183

The indebtedness secured by said Deed(s) of Trust was (were) never assigned by the undersigned to anyone and has been fully paid.

This the 18th day of March, 19 76

NORTH MISSISSIPPI SAVINGS & LOAN ASSOCIATION

By W. N. Davis
Asst. General Manager

STATE OF MISSISSIPPI
Coahoma County

This day personally appeared before me, the undersigned authority in and for the State and County aforesaid, the within named W. N. Davis being known to me to be the Asst. General Manager of North Mississippi Savings & Loan Association who acknowledged that he signed and delivered the foregoing Release on the day and year therein mentioned, for and on behalf of said Association, and being authorized so to do.

Given under my hand and seal of office, this the 18th day of March, 19 76



Lawrence D. Stone
Notary Public.

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 0 minutes A.M. 22 day of Mar. 1976, and that the same has been recorded in Book 197 Page 478 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 22 day of Mar. 1976.

Fees \$ 2.50 pd.

SEAL H. P. Ferguson CLERK

PARTIAL RELEASE

KNOW ALL MEN BY THESE PRESENTS, That THE MUTUAL LIFE INSURANCE COMPANY OF NEW YORK, a New York Corporation, having its Home Office at 1740 Broadway, New York, N. Y., 10019, the holder of deed(s) of trust made, dated and recorded as follows:

<u>Made By</u>	<u>Dated</u>	<u>Recorded</u>	<u>in Book</u>	<u>at Page</u>
J.R. Adams, Sr. and Eulalia C. Adams, husband and wife	September 8, 1971	September 8, 1971 and September 15, 1971	132 411	559 71

in the office of the Chancery Clerk of DeSoto and Lafayette Counties, ~~County~~ Mississippi, respectively for and in consideration of One Dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, does hereby release from said deed(s) of trust the following described property:

See Exhibit "A" hereto and made a part hereof.

Provided, however, that this release shall not be construed or interpreted to affect, diminish or release the balance of the security held under said deed(s) of trust nor shall it be interpreted or construed to release, affect or diminish the personal liability of any party liable for the payment of the note which said deed(s) of trust secure(s).

IN WITNESS WHEREOF, THE MUTUAL LIFE INSURANCE COMPANY OF NEW YORK has caused this instrument to be signed and sealed on its behalf by its duly authorized officers, this 26th day of February, 1976.

THE MUTUAL LIFE INSURANCE COMPANY OF NEW YORK

Betty C. Boecklen
Betty C. Boecklen, Assistant Secretary

W. O. Cotton
W. O. Cotton, Second Vice President

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

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named W. O. Cotton and Betty C. Boecklen, personally known to me to be a Second Vice President and an Assistant Secretary respectively of The Mutual Life Insurance Company of New York, who acknowledged that they signed, sealed and delivered the foregoing instrument on the day and for the purposes therein mentioned for and on behalf of said corporation and as its own act and deed, they having been first duly authorized so to do.

GIVEN under my hand and seal this 26th day of February, 1976.

Nelba Reyes
NELBA REYES
Notary Public, State of New York
No. 41-4515826
Qualified in Queens County
Term Expires March 30, 1976

480

EXHIBIT "A" ATTACHED TO THAT CERTAIN PARTIAL
RELEASE DATED FEBRUARY 26, 1976

Talbot C. Associates, Ltd.
Engineers, Planners, Surveyors

Post Office Box 18311
3209 Whitebrook Plaza
Building B, Suite 110
Memphis, Tennessee 38118
Phone (901) 362-0424

Release Description
January 22, 1976

Being a Survey of Part of Section 23, Township
3 South, Range 8 West and being located in
Desoto County, Mississippi and being more
particularly described as follows:

Beginning at the Northeast corner of Section 22,
Township 3 South, Range 8 West, said point also
being the Southwest corner of Section 14, Township
3 South, Range 8 West; thence North 89 degrees
43 minutes 29 seconds East along the South line of
said Section 14, said line also being the centerline
of Oak Grove Road (having an 80.0 foot R.O.W.),
5290.35 feet to the Southeast corner of said Section
14, said point also being the Northwest corner
of Section 24, Township 3 South, Range 8 West,
said point also being the Northwest corner of
the Desoto County Board of Education Tract;
thence South 0 degrees 38 minutes 00 seconds
East along the West line of said Section 24,
694.01 feet to a point; thence South 89 degrees
43 minutes 29 seconds West and running parallel
to the said South line of Section 14, 5285.77
feet to a point on the East line of said Section
22, said point also being on the East line of the
T. R. Clifton Tract; thence North 01 degrees
0 minutes 42 seconds West along said East line
of Section 22, 694.06 feet to the point of beginning.

The above metes and bounds contain 3,669,912 Square
Feet or 84.25 Acres, more or less.

Officers & Associates
James K. Dickinson, P.E.
Vice President

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock
0 minutes A. M. 22 day of Mar. 1976, and that the same has
been recorded in Book 197 Page 459 records of REAL ESTATE Trust Deed
of said County.

Witness my hand and seal this the 22 day of Mar. 1976.

Fees \$ 3.50 pd.

SEAL H. P. Ferguson CLERK

DIT R.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 22 day of August 1975, made and executed by Kenneth W. Miller and
Wife Sue S. Miller 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. 189 on page 525
of the record of Trust Deeds, on the 25 day of August A. D. 1975 is now fully paid
and satisfied; and I do hereby authorize the Clerk of the Chancery Court of said DeSoto
County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of
said County also as provided by law. This the 19th day of March, 1976.

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 14th day of March A. D. 1976

My Commission Expires Jan. 7, 1978

Elois M. Barbee

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock
0 minutes A. M. 22 day of Mar. 1976, and that the same has
been recorded in Book 197 Page 487 records of REAL ESTATE Trust Deed
of said County.
Witness my hand and seal this the 22 day of Mar. 1976.
Fees \$ 2.50 pd. SEAL H. P. Ferguson CLERK

PARTIAL RELEASE

Know all men by these presents that for and in consideration of the part payment of the indebtedness described in and secured by that certain Deed of Trust dated December 30, 1975, executed by E. L. McKenzie and William W. Long to D. B. Bridgforth, Jr., as Trustee(s), Hernando Bank Long as Beneficiary, which Deed of Trust is recorded in Book 194, Page 653, in the office of the Chancery Clerk of DeSoto County, Mississippi, the undersigned The Hernando Bank, as Beneficiary named in said Deed of Trust, have bargained and sold and by these presents do bargain, sell, convey, remise, release and quitclaim unto the said E. L. McKenzie and William W. Long, the following described property located in DeSoto County, Mississippi, to-wit:

Lot 16, Hickory Hollow Subdivision, in Section 16, Township 2 South, Range 8 West, as per plat thereof recorded in Plat Book 13, Pages 6-8, in the office of the Chancery Clerk of DeSoto County, Mississippi.

To have and to hold the aforesaid real property unto the said E. L. McKenzie and William W. Long and to their successors, heirs and assigns in fee simple forever, free and discharged from the lien of said Deed of Trust and the indebtedness secured thereby.

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

WITNESS our signatures this the 18th day of March, 1976.

ATTEST: THE HERNANDO BANK
BY: [Signature]

STATE OF MISSISSIPPI
COUNTY OF DESOTO

Personally appeared before me, the undersigned authority of law in and for the jurisdiction aforesaid, the within named A. S. Ballard, Jr. and who acknowledged that as President respectively, for and on behalf of and by authority of The Hernando Bank, they signed the above and foregoing instrument and affixed the corporate seal of said corporation thereto and delivered said instrument on the day and year therein mentioned.

GIVEN UNDER MY HAND and seal of office this the 18th day of March, 1976.

[Signature]
NOTARY PUBLIC

My Commission Expires:

My Commission Expires Jan. 7, 1978

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 0 minutes A. M. 22 day of Mar. 1976, and that the same has been recorded in Book 197 Page 722 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 22 day of Mar. 1976.

Fees \$ 2.50 pd.

SEAL [Signature] CLERK

Lot 112
Partial Release of this Instrument Recorded in
Real Estate T 112 Book
No. 205 Page 633
This 9 day of Nov. 19 76
H. D. Ferguson Clerk

RECORDED BY AUTHORITY RECORDED IN BOOK
205 PAGE 633
THIS 9 DAY OF Nov. 19 76
H. D. Ferguson
CHANCERY CLERK

483

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

THOMPSON BROTHERS CONSTRUCTION CO., INC., Party

of the first part, hereinafter designated as the Grantor,

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

JAMES E. MCGEHEE & COMPANY, INC.,

Party of the third part, hereinafter designated as the Beneficiary.

WITNESSETH: That whereas the Grantor is justly indebted to the beneficiary in the full sum of
THIRTY-FOUR THOUSAND and NO/100 ----- DOLLARS
(\$ 34,000.00) evidenced by promissory note of even date herewith in favor of
the beneficiary, bearing interest ~~at the rate of~~ as provided for in promissory note of even date
, providing for the payment of attorney's fees in case of default and being due
and payable as follows, to-wit:

The sum of \$34,000.00, plus accrued interest, due and payable
on demand, or if no demand, on or before one (1) year from date.

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

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

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

Lot 112, Section A, Lakewood Estates Subdivision, in
Section 23, Township 2, Range 7, as per plat thereof
recorded in Plat Book 11, Page 1, in the office of the
Chancery Clerk of DeSoto County, Mississippi.

It is expressly agreed that the laws and decisions of the State of Mississippi are expressly adapted to control this entire transaction.

This Deed of Trust secures such other and further advances as may be made to complete the construction contemplated in a construction loan agreement of even date herewith, whether such sums are advanced before or after default and whether such sums in the aggregate exceed the principal amount of the Note.

The funds hereby secured are advanced pursuant to the construction loan agreement of even date. It is a further condition of this Deed of Trust that the grantor shall comply strictly with every obligation of the construction loan agreement and shall proceed diligently to complete the construction contemplated thereby and any default in the construction loan agreement shall be deemed a default in this Deed of Trust.

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

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary herein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment of interest as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other covenant herein contained, then and in that event the entire principal sum secured hereby with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, or the owner or holder of said note or notes, be and become at once due and payable, and the trustee herein named, or his successor or successors, shall, at the request of the beneficiary, or at the request of any owner or holder of the note or notes secured hereby, sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid. Such sale shall be made by giving notice of the time, place and terms of sale as required by Section 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 16th day of March, 19 76.

THOMPSON BROTHERS CONSTRUCTION CO., INC.

By: *R. L. Thompson*
R. L. Thompson, President

STATE OF MISSISSIPPI,
COUNTY OF _____

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

who severally acknowledged that

signed and delivered the above and foregoing deed of trust on the day and year therein mentioned.

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

My Commission Expires: _____

Notary Public

486

STATE OF MISSISSIPPI
COUNTY OF

Personally appeared before me, the undersigned Notary Public in and for the jurisdiction aforesaid,

R. L. Thompson, as President

respectively of the above named THOMPSON BROTHERS CONSTRUCTION CO., INC.,
a corporation, who severally acknowledged that for and on behalf of said corporation, ~~he~~ signed, sealed and de-
livered 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 16th day of March, 1976.

Deborah B. Ansbro
Notary Public

My Commission Expires: 1-8-80

RETURN TO:
W. F. R. & B. LTD.
P. O. BOX 2014
SOUTHAVEN, MISSISSIPPI 38671

TRUST

Trustee

22, 1976

A. M.

Clerk

Chancery
Court

This Trust was filed for

record at 10 o'clock A. M., on

March 22, 1976

day of

on page

in my office.

at of office, this

19

Clerk

D. C.

BROTHERS

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock
0 minutes A. M. 22 day of Mar. 1976, and that the same has
been recorded in Book 197 Page 483 records of REAL ESTATE Trust Deed
of said County.

Witness my hand and seal this the 22 day of Mar. 1976.

Fees \$ 5.00 pd.

SEAL

H. P. Ferguson
CLERK

RELEASE OF ASSIGNMENT

WHEREAS, Madge Harrison being the owner of Deed of Trust and promissory notes executed by Rebco Land Company, payable to Madge Harrison, encumbering property in DeSota County, Mississippi, said Deed of Trust being recorded in Book 169, page 413, of the Register's Office of DeSota County, Mississippi, and

WHEREAS, the said Madge Harrison herein executed a Assignment of said promissory notes and Deed of Trust to the Barretville Bank and Trust Company dated January 22, 1975, and

WHEREAS, the indebtedness owed by Madge Harrison to the Barretville Bank and Trust Company has been satisfied and the Assignment to said Bank be released.

NOW THEREFORE, the Barretville Bank and Trust Company does hereby release the aforementioned Assignment dated January 22, 1975 and recorded in Book 186, page 255 of the Register's Office of DeSota County, Mississippi to Madge Harrison.

IN WITNESS WHEREOF the said Barretville 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 13th day of March, 1976.

BARRETVILLE BANK AND TRUST COMPANY
BY Mr. Robert McClanahan
Cashier

STATE OF TENNESSEE
COUNTY OF SHELBY

Before me, a Notary Public in and for said State and County duly commissioned and qualified, personally appeared Mr. Robert McClanahan with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the Cashier of the Barretville Bank and Trust Company, the within named bargainer, a corporation, and that he as such Cashier being authorized so to do, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by himself as Cashier.

WITNESS my hand and seal at office this 13th day of March, 1976.

Gene L Cannon
Notary Public

My commission expires July 19, 1977

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock 0 minutes A. M. 22 day of Mar. 1976, and that the same has been recorded in Book 197 Page 487 records of REAL ESTATE Trust Deed of said County.
Witness my hand and seal this the 22 day of Mar. 1976.

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

LOUIS EDGAR LUCAS and wife, RUTH A. LUCAS

to C. B. Henley, Trustee, for the benefit of Bailey Mortgage Company, dated March 2, 1976, securing a note in the sum of \$ 37,650.00 recorded in Book 197, Page 21 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 18th day of March, 1976.

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 18th day of March, 1976.

My Commission Expires Oct. 31, 1978

Lucille Brown
NOTARY PUBLIC

BMC-14

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 0 minutes A.M. 22 day of Mar, 1976, and that the same has been recorded in Book 197 Page 488 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 22 day of Mar, 1976.

Fees \$ 2.50 pd.

SEAL H. P. Ferguson CLERK

L1 2704

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 Hugh A. Green to Arthur E. Huggins, Trustee, of record in Book No. 178, Page 470 of the Register's Office for Desota County, Mississippi ~~Tennessee~~, 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 9 day of March, 19 76

Associates Capital Corp.
By: 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 11 day of March, 19 76

Carolyn J. Walling
Notary Public



L12704

STATE TAX REC. FEE
REC. FEE 2.00
MAR 17 10 58 AM '76
STATE OF TENNESSEE
SHIRLEY S. BROWN

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. 22 day of March 1976, and that the same has been recorded in Book 192 Page 489 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 23 day of March 1976.

Fees \$ 2.50 pd.

SEAL H. P. Sugrison CLERK

490

Assignment of this Instrument Recorded in
Real Estate T P Book
No. 198 Page 267
This the 9 day of April 1976
H. B. Ferguson Clerk

Assignment of this Instrument Recorded in
Real Estate T P Book
No. 218 Page 421
This the 16 day of Nov. 1977
H. B. Ferguson Clerk

VA Form 24-4322 (Home Loan)
Revised December 1965. Use Op-
tional Section 1810, Title 24,
U.S.C. Acceptable to Federal
National Mortgage Association.

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

MISSISSIPPI

D-23519-LL

DEED OF TRUST

THIS DEED OF TRUST, made and entered into this 24th day of February, 1976,

by and between BOBBY R. WINTER and wife, BONNIE J. WINTER

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

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

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

Lot 26, ACREE PLACE Subdivision, in Section 18, Township 3 South, Range 7 West, as shown on plat of record in Plat Book 8, Pages 35 and 36, 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 Survey Company, dated December 29, 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/or in the event the National Flood Insurance Act of 1968 or subsequent Federal legislation requires such 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 indebtedness when due and payable. If the amount to escrow at any time is 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 Servicemans Readjustment Act of 1954, as amended, within sixty days from the date the loan would normally become eligible for such guaranty, the mortgage herein may, at its option, declare all sums secured by this mortgage immediately due and payable. The mortgage covenants and agree that as long as this mortgage and the loan secured hereby are governed under the provisions of the Servicemans Readjustment Act, it 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 mortgage herein may, at its option, declare the amount balance of the debt secured hereby immediately due and payable.

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

CANCELLED BY AUTHORITY, RECORDED IN BOOK
2220 PAGE 358
THIS 20 DAY OF May 2005
W E Davis
By M. C. Davis DC 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 TWENTY SIX THOUSAND NINE HUNDRED FIFTY AND Dollars (\$ 26,950.00--), with interest from date at the rate of ^{NO/100} SEVEN AND 3/4----- per centum (7.75 %) per annum on the balance remaining from time to time unpaid; principal and interest being payable at the office of NATIONAL MORTGAGE COMPANY, 4041 KNIGHT ARNOLD ROAD in MEMPHIS, TENNESSEE 38118, or at such other place as the holder may designate, in writing delivered or mailed to the Grantor, in monthly installments of ONE HUNDRED NINETY THREE AND Dollars (\$ 193.23-----), commencing on the first day of APRIL, 1976, and continuing on the 23/100-- first day of each month thereafter until principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of MARCH, 2006.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Bobby R. Winter
BOBBY R. WINTER

Bonnie J. Winter
BONNIE J. WINTER

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

Personally appeared before me *M. Valjean*, the undersigned notary public in and for said County, the within named BOBBY R. WINTER and BONNIE J. WINTER, 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 February, 1976.

M. Valjean

My Commission Expires June 11, 1979



STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 2 o'clock *no* minutes *P* M. *22* day of *March* 1976, and that the same has been recorded in Book *197* Page *490* records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the *23* day of *March* 1976.

Fees \$ *5.50* pd.

SEAL *H. H. Ferguson* CLERK

PI st
said County, conveyance office on the day of , 19

Str Co Cl do W I R of F

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST

Class C

STATE OF MISSISSIPPI, } ss.
DeSoto County, }

KNOW ALL MEN BY THESE PRESENTS: That Eddie Warren Dodson
of _____ the beneficiary, does hereby certify that a certain trust deed
bearing date the 2nd day of April, 1968, made and executed by John M. Cole and wife,
Martha G. Cole of _____ to
the above named beneficiary, and recorded in the office of the Chancery Clerk of DeSoto
County, in the State of Mississippi in Real Estate Trust Deed Record No. 100 on page 627
of the Record of Trust Deeds, on the 3rd day of April, A. D. 1968, is now fully paid
and satisfied, and I do hereby authorize the Clerk of the Chancery Court of said
County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of
said County also as provided by law.

Eddie Warren Dodson
Eddie Warren Dodson

STATE OF MISSISSIPPI, } ss.
DeSoto County, }

Personally came and appeared before me, the undersigned authority notary public
in and for County and State aforesaid Eddie Warren Dodson who acknowledged that he signed and
delivered the above and foregoing instrument on the day and date for the purpose therein mentioned.

Given under my hand and seal of office this 13th day of March, A. D. 19 76

My Commission Expires: 3-1-78

Rebecca Lilly
Notary Public

LAWRENCE-O'NEILL-POCO 27844

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 3 o'clock
30 minutes P M. 22 day of March 1976, and that the same has
been recorded in Book 197 Page 494 records of REAL ESTATE Trust Deed
of said County.

Witness my hand and seal this the 23 day of March 1976.

Fees \$ 2.50 pd.

SEAL H. P. Ferguson CLERK

H. B. Ferguson
Chancery Clerk by J. Taylor, S.C.

STATE OF MISSISSIPPI
FHA FORM NO. 2125-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 22nd day of March, 1976, by and between

GARY O. HUTCHISON AND WIFE, CHARLOTTE A. HUTCHISON

, hereinafter called the Grantor;
DONALD M. BROWN, hereinafter called the Trustee, and

GUARANTY TRUST SAVINGS & LOAN ASSOCIATION, a corporation organized and existing under the laws of the State of Tennessee, having its principal office at 5100 Poplar, Memphis, Tennessee 38137, 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 3136, Section "0", Southaven West Subdivision, on Section 23 and 26, Township 1 South, Range 8 West, as shown on plat of record in Plat Book 5, Pages 12 and 13, in the Chancery Court Clerk's Office of DeSoto County, Mississippi, to which plat reference is hereby made for a more particular description of said property.

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

IN TRUST, HOWEVER, to secure to Guaranty Trust Savings & Loan Association

and existing under the laws of the State of Tennessee, a corporation organized and existing under the laws of the State of Tennessee, the payment of a certain promissory note of even date herewith in the principal sum of Twenty Three Thousand Seven Hundred Fifty and 00/100 Dollars (\$23,750.00), with interest from date at the rate of eight & three-fourths per centum (8-3/4%) per annum on the balance remaining from time to time unpaid; principal and interest being payable at the office of Guaranty Trust Savings & Loan Association, 5100 Poplar in Memphis, Tennessee or at such other place as the holder may designate, in writing, in monthly installments of One Hundred Eighty-six and 91/100 Dollars (\$186.91), commencing on the first day of May, 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 April, 2006.

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

1. That he will pay all and singular the principal and interest and other sums of money payable by virtue of the note secured hereby and of this lien, at the times and in the manner in said note and hereinafter provided. Privilege is reserved to pay the debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due on the note, on the first day of any month prior to maturity, provided, however, that written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment.
2. That, together with and in addition to the monthly payments of principal and interest payable under the terms of the note secured hereby, he will pay to the Beneficiary on the first day of each month until the note is fully paid, the following sums:
 - (a) An amount sufficient to provide the holder hereof with funds to pay the next mortgage insurance premium if this instrument and the note secured hereby are insured, or a monthly charge (in lieu of a mortgage insurance premium) if they are held by the Secretary of Housing and Urban Development, as follows:
 - (i) If and so long as said note of even date and this instrument are insured or are reinsured under the provisions of the National Housing Act, an amount sufficient to accumulate in the hands of the holder one (1) month prior to its due date the annual mortgage insurance premium, in order to provide such holder with funds to pay such premium to the Secretary of Housing and Urban Development pursuant to the National Housing Act, as amended, and applicable Regulations thereunder, or
 - (ii) If and so long as said note of even date and this instrument are held by the Secretary of Housing and Urban Development, a monthly charge (in lieu of a mortgage insurance premium) which shall be in an amount equal to one-twelfth (1/12) of one-half (1/2) per centum of the average outstanding balance due on the note computed without taking into account delinquencies or prepayments;

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

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

- (I) premium charge 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 in every the stipulations, agreements, conditions, and covenants of the note secured hereby and of this Deed of Trust, or either, and every such payment shall bear interest from date at the rate set forth in the note secured hereby, shall be payable on demand, and shall be fully secured by this Deed of Trust.

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

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

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

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

9. The Grantor further agrees that should this Deed of Trust and the note secured hereby not be eligible for insurance under the National Housing Act within thirty (30) from the date hereof (written statement of any officer of the Department of Housing and Urban Development or authorized agent of the Secretary of Housing and Urban Development dated subsequent to the above-mentioned 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.

Mary O. Hutchison
 Gary O. Hutchison

Charlotte A. Hutchison
 Charlotte A. Hutchison

STATE OF MISSISSIPPI, }
 COUNTY OF DeSoto } ss:

Personally appeared before me David A. Gustafson the undersigned notary public in and for the said County, the within named Gary O. Hutchison and Charlotte A. Hutchison, his wife, who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and seal this 22nd day of March, 1976.

My Commission expires: My Commission Expires January 18, 1978

David A. Gustafson
 Notary Public

STATE OF MISSISSIPPI, }
 COUNTY OF DeSoto } ss:

I, H. P. Ferguson, Clerk of the Court of the Chancery of said County, do hereby certify that the foregoing conveyance was filed for registration in this office at 2:35 o'clock P. M., on the 22 day of March, 1976 and was recorded in Vol. 197, Record of Deeds, pages 495, on the 23 day of March, 1976.

STATE OF MISSISSIPPI, DESOTO COUNTY
 I certify that the within instrument was filed for record at 2 o'clock 35 minutes P. M. 22 day of March, 1976, and that the same has been recorded in Book 197 Page 495 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 23 day of March, 1976.

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, BAILEY MORTGAGE COMPANY ----- does hereby release from the lien of the Deed of Trust given by ALBERTINE-McCRORY REALTY COMPANY, A Tennessee Corporation, for the benefit of BAILEY MORTGAGE COMPANY -----, which Deed of Trust is dated July 3, 1975, and recorded in Deed of Trust Book 188, Page 301 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 628 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.

In all other respects said Deed of Trust recorded in Deed of Trust Book 188, Page 301 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 17 day of March, 1976

BAILEY MORTGAGE COMPANY

By Paul J. Salvo
 (Name) Paul J. Salvo
 COMPTROLLER
 (Title)



STATE OF MISSISSIPPI

COUNTY OF HINDS

THIS DAY personally appeared before me, the undersigned authority in and for said County and State, (Name) PAUL J. SALVO, the (Title) Comptroller of BAILEY MORTGAGE COMPANY, who acknowledged that he signed and delivered the foregoing Partial Release on the date mentioned therein and for the purposes expressed as the act and deed of said company, he being authorized so to do.

GIVEN this, the 17 day of March, 1976, under my hand and Official Seal.

(SEAL)

[Signature]
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 2 o'clock 30 minutes P M. 22 day of March 1976, and that the same has been recorded in Book 197 Page 498 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 23 day of March 1976.

Fees \$ 3.50 pd.

SEAL [Signature] CLERK

Assignment of this instrument Recorded in: Real Estate T+D Book No. 198 Page 268 This the 9 day of April 19 76 H. D. Ferguson Clerk

Correction
Assignment of this instrument Recorded in: Real Estate T+D Book No. 199 Page 91 This the 27 day of April 19 76 H. D. Ferguson Clerk

CANCELLED BY AUTHORITY RECORDED IN BOOK
763 PAGE 2 DAY OF June 19 76
W. S. Davis
97-Suburban

D-70604 gl

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

DEED OF TRUST

THIS DEED OF TRUST is made this 18th day of March, 19 76, among the Grantor, HARMON M. MULLINS AND WIFE, JUDY H. MULLINS

and the Beneficiary, DELTA TITLE COMPANY (herein "Borrower"),
NATIONAL MORTGAGE COMPANY (herein "Trustee"),
organized and existing under the laws of State of Tennessee, a corporation
4041 Knight Arnold Road, Memphis, Tennessee 38118, 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 1252, Section F, GREENBROOK SUBDIVISION, in Section 19, Township 1 South, Range 7 West, as shown on plat of record in Plat Book 9, Pages 46 thru 49, 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 DESOTO DEVELOPMENT ENGINEERS & SURVEYORS, dated February 14, 1976.

The holders of the indebtedness described herein shall have the option of any time to require Grantors to pay to the holders of the indebtedness in addition to and encumbrance to the regular installments of principal and interest and escrow for taxes and hazard insurance, a sum equal to one-twelfth of the annual fixed insurance premium in the event the holder of the indebtedness provides for the insurance policy to be provided under the National Flood Insurance Act of 1968. The insurance policy shall be held in escrow without interest, and the interest of the holder of the indebtedness shall be paid to the holder of said indebtedness on the day and date. If the holder of the indebtedness fails to pay to the holder of the indebtedness the sum of the interest of any time be required to pay to the holder of the indebtedness, the Grantors shall promptly deposit the entire amount of said deficit.

TOGETHER with all the improvements, now or hereafter created 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 EIGHT THOUSAND NINE 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 APRIL 1, 2006; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Deed of Trust; and the performance of the covenants and agreements of Borrower herein contained; and (b) the repayment of any future advances, with interest thereon, made to Borrower pursuant to paragraph 21 hereof (herein "Future Advances").

Borrower covenants that Borrower is lawfully 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 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.

Harmon M. Mullins
Harmon M. Mullins —Borrower

Judy H. Mullins
Judy H. Mullins —Borrower

2436 Sandalwood Drive

Southaven, Mississippi 38671
Property Address

Tennessee
STATE OF MISSISSIPPI, DeSoto COUNTY ss:

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

Given under my hand and seal of office, on this the 18th day of March, A.D., 19 76

My Commission expires:

M. Welfer
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 2 o'clock no minutes P M. 22 day of March 1976, and that the same has been recorded in Book 197 Page 500 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 23 day of March 1976.

Fees \$ 5.50 pd.

SEAL H. P. Ferguson CLERK

5.50 P.D. Nat'l City

Assignment of this Instrument Recorded in
Real Estate TAD Book
No. 198 Page 23
This the 31 day of March 19 76
H. H. Ferguson Clerk

Assignment of this Instrument Recorded in
Real Estate TAD Book
No. 218 Page 421
This the 16 day of Nov. 19 72
H. H. Ferguson

CANCELLED BY AUTHORITY REFERRED IN BOOK
1649
THIS 3rd DAY OF
W. E. Davis
J. P. [unclear]
546
Feb 2003
CHANCERY CLERK

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

MISSISSIPPI

D-34961-LL

DEED OF TRUST

THIS DEED OF TRUST, made and entered into this 25th day of February, 19 76,
by and between

HOWARD E. CHAMPION and wife, SHIRLEY R. CHAMPION

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

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

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

Lot 912, Section "B", North 1/2, DESOTO VILLAGE Subdivision, in
Section 34, Township 1 South, Range 8 West, as shown on plat of
record in Plat Book 8, Pages 12 - 15, in the office of the Chancery
Clerk of Desoto County, Mississippi, being more particularly described
as follows:

Beginning at a point in the west line of Normandy Drive, said point of beginning
being also the southeast corner of Lot 913; thence southwardly 68 feet with the
west line of Normandy Drive to a point; thence northwestwardly 123.76 feet to a
point; thence northeastwardly 62.01 feet to a point, the southwest corner of lot
913; thence southeastwardly 123.52 feet with the south line of lot 913 to the
point of beginning, as per survey by Acme Survey Company, dated January 23, 1976.

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 mortgage herein may, at its option, declare all sums
secured by this mortgage immediately due and payable. The
mortgagee covenants and agrees that so long as this mortgage and
the said note secured hereby are guaranteed under the provisions of
the Servicemen's Readjustment Act, he will not exercise or file for
recording any instrument which imposes a restriction upon the sale or
occupancy of the mortgaged property on the basis of race, color or
 creed. Upon any violation of this undertaking, the mortgagee herein
may, at its option, declare the unpaid balance of the debt secured
hereby immediately due and payable.

The holders of the indebtedness described herein shall have the option
at any time to and concurrent to the monthly installment of principal and
interest and storm for loss and hazard insurance, a sum equal to one-
tenth of the annual flood insurance premium in the event the Holders
of the indebtedness require flood insurance and same is available under the
National Flood Insurance Act of 1955 or subsequent similar legislation.
said sum to be held in escrow without liability on the part of the Holders
of the indebtedness for interest thereon and to be used in payment of said
insurance when due and payable. If the amount so held shall at any time
be insufficient to pay said insurance premium when due and payable, the
Grantors shall promptly deposit the entire amount of said deficit.

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

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

In TRUST, HOWEVER, to secure to the Beneficiary named above, the payment of a certain promissory note of even date herewith in the principal sum of TWENTY SEVEN THOUSAND THREE HUNDRED FIFTY AND/ Dollars (\$ 27,350.00---), with interest from date at the rate of SEVEN AND 3/4----- per centum (7.75 %) per annum on the balance remaining from time to time unpaid; principal and interest being payable at the office of NATIONAL MORTGAGE COMPANY, 4041 KNIGHT ARNOLD ROAD in MEMPHIS, TENNESSEE 38118 , or at such other place as the holder may designate, in writing delivered or mailed to the Grantor, in monthly installments of ONE HUNDRED NINETY SIX AND Dollars (\$ 196.10----), commencing on the first day of APRIL , 19 76 , and continuing on the 10/100-- first day of each month thereafter until principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of MARCH , 2006.

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

Howard E. Champion
HOWARD E. CHAMPION

Shirley R. Champion
SHIRLEY R. CHAMPION

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

Personally appeared before me *M. Wolf*, the undersigned notary public in and for said County, the within named HOWARD E. CHAMPION and SHIRLEY R. CHAMPION, 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 February, 1976.

My Commission Expires June 11, 1979

M. Wolf



STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 2 o'clock
no minutes *P M.* 22 day of *March* 1976, and that the same has
been recorded in Book 197 Page 504 records of REAL ESTATE Trust Deed
of said County.
Witness my hand and seal this the 23 day of *March* 1976.

Fees \$ 5.50 pd.

SEAL *H. H. Sugrue* CLERK

This Indenture, made by and between W. PAUL CANON and wife, ALVIE MARIE PIERCE
CANON,

party of the first part; RAYMOND WUNDERLICH

party of the second part, as Trustee; and

COMMERCE UNION BANK OF MEMPHIS

party of the third part, WITNESSETH:

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

Lot 785, Section F, Carriage Hills Subdivision, in Section 24, Township 1 South, Range 8 West, as per plat thereof recorded in Plat Book 6, Pages 3 and 4, in the Office of the Chancery Court Clerk of DeSoto County, Mississippi.

(SEE ATTACHED RIDER)

The property herein conveyed is encumbered by the lien of a Deed of Trust securing Colonial Savings & Loan Association recorded in Book 140, page 159, Records of DeSoto County, Mississippi, and assigned to Harlem Savings Bank by instrument recorded in Book 155, page 590, said Records, and it is a condition of this instrument that in the event of any default in any of the terms and conditions of said prior Deed of Trust, or in the event of any default in any of the terms and conditions of any other Deed of Trust, the lien of which may be or become prior and paramount to the lien of this instrument, then in every such event the owner of the indebtedness secured by this instrument may, at his option, declare the indebtedness secured by this instrument due of all purposes, and foreclosure made be had hereunder as in the case of any other default hereunder, or if he chooses, he may pay any such sum or sums as shall be necessary in order that the terms and conditions of any Deed of Trust, the lien of which is prior and paramount to the lien of this instrument, may be complied with, which sum or sums when so paid shall be secured by the lien of this instrument, and shall bear interest from the date of such payment or payments at the rate of ten per centum per annum.

CANCELLED BY AUTHORITY RECORDED IN BOOK

234 PAGE 189

THIS 27 DAY OF NOV 1978

H. D. Ferguson
CHANCERY CLERK

This conveyance is made in trust, however, to secure the payment of \$4,275.00, evidenced by the following promissory notes of even date herewith: One Note of even date herewith executed by parties of the first part payable to party of the third part in sixty (60) monthly installments of \$71.25, beginning April 20, 1976,

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

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

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

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

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

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

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

Witness the signature of the party of the first part, on this the 15th day of March 1976.

W. Paul Canon
Alvie Marie Pierce Canon

STATE OF TENNESSEE
COUNTY OF SHELBY
Personally appeared before me, the undersigned Notary Public, in and for the State and County aforesaid, the within named W. PAUL CANON and wife, ALVIE MARIE PIERCE CANON, 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 19th day of March 1976.
My Commission expires: NOTARY PUBLIC AT LARGE STATE OF TENNESSEE My Commission Expires Nov. 6, 1976
Robert Schneider 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. 22 day of March 1976, and that the same has been recorded in Book 197 Page 508 records of REAL ESTATE Trust Deed of said County.
Witness my hand and seal this the 23 day of March 1976.
Fees \$ 4.50 pd.
SEAL H. P. Ferguson CLERK

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
JOHN P. MARTIN and wife, JUANITA D. MARTIN

of the first part, hereinafter designated as the Grantor,

MELVIN MCCLURE, JR. Trustee, of the second part, hereinafter designated as Trustee, and

First National Bank, Hernando, 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
Twenty Thousand Nine Hundred Thirty Three and 40/100 ----- DOLLARS
(\$ 20,933.40) evidenced by one promissory note of even date herewith in favor of
including
the beneficiary, ~~having~~ interest at the rate of 8 per centum per annum after
Maturity , providing for the payment of attorney's fees in case of default and being due
and payable as follows, to-wit:

In 59 installments of \$348.89 each, and one (1) final installment
of \$348.89, the 1st installment due on the 12th day of April, 1976,
and each succeeding installment due on the 12th day of each suc-
ceeding month until the whole of said indebtedness is 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:

The South Half of Lot 2 of the Fourth Addition-Section A, Whitehaven
View Subdivision, as shown on the plat appearing of record in Plat
Book 1 at Page 43, in the Land Records of DeSoto County, Mississippi,
being in the office of the Chancery Court Clerk of DeSoto County,
Mississippi, to which recorded plat reference is made for a more
particular description, said property being in Section 14, Township 1
South, Range 8 West, DeSoto County, Mississippi.

(continued)

LESS AND EXCEPT: A five (5) foot strip off the West side of the said Lot 2, being the same five (5) foot strip conveyed to DeSoto County, Mississippi, by Inez W. Poppenheimer, et al, for the purpose of increasing the width of Millbranch Road by Warranty Deed dated September 3, 1964, and recorded in the office of the Chancery Court Clerk of DeSoto County, Mississippi, in Deed Book 50 at Page 583 on September 10, 1964, at 10:00 o'clock a.m.

A more particular description of the herein conveyed property being as follows:

BEGINNING at a point in the east line of Millbranch Road (as widened, 60 feet wide), a distance of 202 feet northwardly as measured along the present east line of Millbranch Road from its intersection with the north line of State Line Road, said point of beginning being the southwest corner of said Lot 2 and the northwest corner of Lot 1 of said subdivision; thence northwardly along the present east line of Millbranch Road a distance of 100 feet to a point; thence eastwardly along a line which is parallel with the south line of said Lot 2 a distance of 102 feet to a point; thence southwardly along the east line of said Lot 2 a distance of 100 feet to the southeast corner of said Lot 2; thence westwardly along the dividing line between lots 1 and 2 of said subdivision a distance of 102 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 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 12th day of March 19 76

John P. Martin
JOHN P. MARTIN

JUANITA D. MARTIN
Juanita D. Martin

STATE OF MISSISSIPPI,
COUNTY OF DESOTO

This day personally appeared before me, the undersigned authority, in and for the State and County aforesaid, the within named JOHN P. MARTIN and wife, JUANITA D. MARTIN 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 March 19 76

My Commission Expires: My Commission Expires April 28, 1978

Rae B. Loftis
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 4 o'clock
no minutes P. M. 22 day of March 1976, and that the same has
been recorded in Book 197 Page 510 records of REAL ESTATE Trust Deed
of said County.
Witness my hand and seal this the 23 day of March 1976.

Fee \$ 5.00 pd

SEAL *H. P. Ferguson* CLERK

Paid, Satisfied and Cancelled

This 25 day of August 1976

Security Bank of Hernando

[Signature]

Attest

Chancery Clerk [Signature] D. B. Woolfall, D.C.
FOR REAL ESTATE, CHATTEL OR BOTH

Paid, Satisfied and Cancelled

This day of [crossed out] 1976

Attest

Chancery Clerk

Delores Lee McAfee

To { DEED OF TRUST
Security Bank of Hernando

THIS INDENTURE, Made this 17 day of March 1976
between Delores Lee McAfee

of the first part,
and Security Bank of Hernando 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 Sixty-Two Dollars & 50/100 (\$2,562.50) evidenced by a promissory note of even date, bearing 10% interest from maturity, due and repayable on or before June 15, 1976

and any further amount that the party of the second part may furnish the party of the first part during the year 1976, and to extend the term of the same when due. Therefore, in consideration of the premises, and of the sum of One Dollar to the party of the first part paid by George S. McIngvale Trustee, the party of the first part has this day granted, bargained, and sold to the said Trustee the following described property, located in the County of DeSoto, and state of Mississippi, viz: All of the agricultural products of every kind that may be raised on the land, and all the crops of every kind to be grown by the party of the first part on the land that is hereinafter described, together with all the fixtures, furniture, and other personal property that may be on the land at the time of the execution of this instrument, and all the fixtures, furniture, and other personal property that may be on the land at the time of the execution of this instrument, and all the fixtures, furniture, and other personal property that may be on the land at the time of the execution of this instrument.

Lot 1683, Section D, DeSoto Village Subdivision as per plat thereof recorded in Plat Book 10, Page 9 in the office of the Chancery Clerk of DeSoto County, Mississippi, said lot being situated in Section 33, Township 1, Range 8, 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 17th day of June 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 party of the first part. In case of failure or inability on the part of said Trustee to execute the trust herein conferred, the party of the second part, its assigns or legal representatives, can at any time appoint a Trustee to act in its stead.

Witness my signature the date written above. [Signature]

STATE OF MISSISSIPPI, DeSOTO COUNTY.
Personally appeared before me, the undersigned authority of said County, the within signed Delores Lee McAfee

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

Given under my hand and official seal, this 17 day of March 1976

My Commission Expires: [Signature] Notary Public

STATE OF MISSISSIPPI, DeSOTO COUNTY
I certify that the within instrument was filed for record at 1 o'clock 35 minutes P.M. 23 day of March 1976, and that the same has been recorded in Book 197 Page 513 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 23 day of March 1976.

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

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

MISSISSIPPI
ASSIGNMENT OF DEED OF TRUST

For valuable consideration, the receipt of which is acknowledged, the undersigned does hereby sell, transfer and assign unto GOVERNMENT NATIONAL MORTGAGE ASSOCIATION, that certain Deed of Trust executed by James H. Jacobs, Jr. and wife, Linda V. Jacobs to Delta Title Company, Trustee, for the benefit of National Mortgage Company, a Tennessee Corporation, dated February 13th, 1976, securing a note in the sum of \$ 30,000.00, recorded in Book 196, Page 642, of the office of the Chancery Clerk of DeSoto County, Mississippi, together with the indebtedness secured thereby.

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

The undersigned covenants that the original Note secured by said Deed of Trust and assigned by this instrument is in the principal amount of \$ 30,000.00, plus interest at the rate of 7.75% per annum, the first monthly installment being due the 1st day of March, 1976.

IN WITNESS THEREOF the undersigned has executed this assignment through its Senior Vice President and Assistant Secretary, and has caused its corporate seal to be thereunto affixed on this the 8th day of March, 1976.

NATIONAL MORTGAGE COMPANY

[Signature: Sidney M. Katz]
Sidney M. Katz
Senior Vice President

ATTEST:

[Signature: Marvin J. Loskove]
Marvin J. Loskove
Assistant Secretary

STATE OF TENNESSEE
COUNTY OF SHELBY

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

GIVEN UNDER MY HAND and seal of office, this the 13th day of March, 1976.

My Commission Expires Sept. 13, 1977

[Signature: Judith Embie]
NOTARY PUBLIC

2/71/226

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 30 minutes A M. 23 day of March 1976, and that the same has been recorded in Book 197 Page 514 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 23 day of March 1976.

Fees \$ 2.50 pd.

SEAL *[Signature: H. P. Ferguson]* CLERK

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

MISSISSIPPI
ASSIGNMENT OF DEED OF TRUST

For valuable consideration, the receipt of which is acknowledged, the undersigned does hereby sell, transfer and assign unto SUFFOLK FRANKLIN SAVINGS BANK, that certain Deed of Trust executed by Galon K. Carpenter and wife, Deborah/ M. Carpenter, to Delta Title Company, Trustee, for the benefit of National Mortgage Company, a Tennessee Corporation, dated March 3rd, 1976, securing a note in the sum of \$ 26,500.00, recorded in Book 197, Page 61, 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 \$ 26,500.00, plus interest at the rate of 8 3/4 % per annum, the first monthly installment being due the 1st day of May, 19 76.

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 19th day of March, 19 76.

NATIONAL MORTGAGE COMPANY

[Signature: Sidney M. Katz]
Sidney M. Katz
Senior Vice President

ATTEST:

[Signature: 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 19th day of March, 19 76.

My Commission Expires Sept. 13, 1977

[Signature: Judith Conde]
NOTARY PUBLIC



2/71/226

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock 30 minutes A M. 23 day of March 1976, and that the same has been recorded in Book 197 Page 515 records of REAL ESTATE Trust Deed of said County.
Witness my hand and seal this the 23 day of March 1976.

Fees \$ 2.50 pd.

REAL *[Signature: H. P. Sugar]* CLERK

ASSIGNMENT OF DEED OF TRUST

For valuable consideration, the receipt of which is acknowledged, the undersigned does hereby sell, transfer and assign to Mississippi Hill and Delta Savings and Loan Association, Summer, Mississippi, that certain Deed of Trust executed by Carlton W. Brown, et ux, to George S. McIngvale, Trustee, for W. I. LaRue dated February 5, 1976 and recorded in Trust Deed Book 196, page 76 in 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.

Witness the signature this the 16 day of March, 1976.

SECURITY BANK OF HERNANDO

By T. R. Hurdle, President
T. R. Hurdle, President

STATE OF MISSISSIPPI

COUNTY OF DESOTO

This day personally appeared before me, the undersigned authority in and for said county and state, the within named T. R. Hurdle, President of Security Bank of Hernando, who acknowledged that he signed and delivered the above and foregoing Assignment of Deed of Trust on the day and date therein mentioned as his free and voluntary act and deed and for the purposes therein expressed.

Given under my hand and official seal of office this the 16th day of March, 1976.

Rebecca Lilly
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. 23 day of March 1976, and that the same has been recorded in Book 197 Page 516 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 23 day of March 1976.

Fees \$ 2.50 pd.

SEAL: H. P. Ferguson CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK
318 PAGE 117
THIS 27 DAY OF June 19 84
H. M. Ferguson
CHANCERY CLERK

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

DEED OF TRUST LAND

THIS INDENTURE, this day made and entered into between JOHN E. HUDSON
and wife, JANE N. HUDSON

of the first part, hereinafter designated as the Grantor,

ROBERT Q. WHITWELL

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

HERMIE H. ADAMS and wife, EVELYN K. ADAMS

of the third part, hereinafter designated as the Beneficiary.

WITNESSETH: That whereas the Grantor is justly indebted to the beneficiary in the full sum of
Seventeen Thousand Five Hundred and no/100----- DOLLARS
(\$ 17,500.00) evidenced by one promissory note of even date herewith in favor of
the beneficiary, bearing interest at the rate of 7 1/2 per centum per annum after
March 13, 1976 providing for the payment of attorney's fees in case of default and being due
and payable as follows, to-wit:

239 monthly installments of \$140.98 each and one (1) last installment
of \$140.35 on the like day of each succeeding month commencing April
1, 1976.

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

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

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

Lot 677, Section "C", Southaven Subdivision, in Section 23, Township
1 South, Range 8 West, as shown on the revised plat of said sub-
division, which is recorded in Plat Book 2, Pages 19, 20, 21, and 22,
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, he 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 each 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 plural 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 March 1976

John E. Hudson
JOHN E. HUDSON

JANE N. HUDSON
Mrs. Jane N. Hudson

STATE OF MISSISSIPPI,
COUNTY OF DESOTO

This day personally appeared before me, the undersigned authority, in and for the State and County aforesaid, the within named John E. Hudson and wife, Jane N. Hudson 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 March 1976
My Commission Expires: February 7, 1978

Ronald L. Taylor
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock 35 minutes A M. 23 day of March 1976, and that the same has been recorded in Book 197 Page 517 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 23 day of March 1976.
Fees \$ 5.00 pd.
SEAL *H. P. Ferguson* CLERK

OK PR

Lot 3, McAlister Acres sd

STATE OF MISSISSIPPI
COUNTY OF DESOTO

ORDER TO CANCEL DEED OF TRUST

KNOW ALL MEN BY THESE PRESENTS: That The Hernando Bank, the beneficiary, does hereby certify that a certain trust deed bearing date of the 5th day of June, 1975, made and executed by Charles H. Brand, Jr. and wife, Patricia Anne Brand to Dudley B. Bridgforth, Jr., Trustee for the benefit of the above named beneficiary, and recorded in the office of the Chancery Clerk of DeSoto County, Mississippi, in Book 186, Page 611, of the Records of Trust Deeds, on the 16th day of June, 1975, is now fully paid and satisfied; and I/We, as beneficiary, do hereby authorize the Clerk of the Chancery Court of said County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of said County also as provided by law.

ATTEST:

THE HERNANDO BANK

By: [Signature]

STATE OF MISSISSIPPI
COUNTY OF DESOTO

PERSONALLY appeared before me, the undersigned authority of law in and for the jurisdiction aforesaid, the within named A. S. Ballard, Jr. and [Signature], who acknowledged that as President and [Signature], respectively, for and on behalf of and by authority of THE HERNANDO BANK, they signed and delivered the above and foregoing instrument on the day and year therein mentioned for the purposes therein expressed.

GIVEN UNDER MY HAND and seal of office, this the 22nd day of March, 1976.



Commission expires:

My Commission Expires Jan. 7, 1978

[Signature]
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock 30 minutes A M. 23 day of March 1976, and that the same has been recorded in Book 197 Page 520 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 23 day of March 1976.

Fees \$ 2.50 pd.

SEAL [Signature] CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK
269 PAGE 524
THIS 19 DAY OF Feb 1981
H. H. [Signature]
CHANCERY CLERK

For The Consideration hereinafter mentioned E. L. Garner do hereby transfer, assign, sell, convey and warrant unto James McClure, Jr. who is hereby appointed Trustee with full power and authority to execute this trust, the following described property in the County of DeSoto, State of Mississippi, to-wit:

The following described property lying and being situated in DeSoto County, Mississippi, to-wit:

A tract of land located in the Southwest Quarter of Section 11, Township 2 South, Range 6 West, DeSoto County, Mississippi, and more particularly described as:

689

Beginning at the intersection of the North-South center line of said section and the South right of way line of Mississippi Highway 78 Bypass; which point is 314.65 feet North of the Northeast corner of the Southeast one quarter of the Northwest one quarter; run thence South 57 degrees 29 minutes 50 seconds East along said right of way a distance of 310.75 feet to a point; run thence South 61 degrees 28 minutes 30 seconds East along said right of way a distance of 900.35 feet to a point; run thence South 59 degrees 53 minutes East along said right of way a distance of 337.89 feet to a point; run thence South 30 degrees 07 minutes West a distance of 272.16 feet to a point; run thence South 59 degrees 53 minutes East a distance of 130 feet to a point; run thence South a distance of 571.47 feet to a point; run thence North 89 degrees 38 minutes West a distance of 1352.56 feet to the point of beginning of the herein described tract; run thence South 86 degrees 09 minutes West a distance of 685.2 feet to a point; run thence North 89 degrees 53 minutes West a distance of 306.96 feet to a point; run thence North 80 degrees 24 minutes West a distance of 312.71 feet to a point, being a fence corner; run thence South 0 degrees 49 minutes West along a fence a distance of 1345.27 feet to a point; run thence South 89 degrees 53 minutes East along a fence a distance of 1324.53 feet to a point; run thence North 0 degrees 19 minutes East a distance of 1334.0 feet to the point of beginning of the herein described tract.

The Grantor covets and agrees that he is rightfully in possession of the above described property at the location stated; that Grantor is absolute and exclusive owner of said property and said property is free from all mortgages, liens and other encumbrances.

The above described livestock being all now owned by and in the possession, or under the control of the said grantor, or grantors, or any of them, on said premises; and also any and all other horses, mules, cattle and other livestock owned by and in possession or under the control of said grantor, or grantors, or any of them, within one year from the date of this instrument, for use upon, or in connection with said premises, or elsewhere in said County; and also all of the farming implements, including wagons, plows, harness, and all other farming implements and utensils as may be acquired by said grantor, or grantors, or any of them, within one year from date of this instrument, for use upon, or in connection with said premises, or elsewhere in said County also all notes, accounts and other debts and the evidence thereof, together with any and all liens and incumbrances by which the same may be, or become secured, growing out of or arising from any and all advances, or sales, of personal property heretofore made, or which may be made, within one year from the date of this instrument by the said grantor, or grantors, or any of them, to any and all tenants, share-hands, laborers, and other employees on said above or any premises, or in connection with the business conducted thereon.

In Trust, however, and upon the following conditions, to-wit: Whereas E. L. Garner
 is _____ indebted to the PANOLA COUNTY BANK, Sardis, Miss.,
 in the sum of Eighty-four thousand one hundred thirty-eight and 33/100 DOLLARS,
 evidenced by his promissory note _____, of even date herewith bearing interest at the rate of 10 per cent
 per annum, payable annually from the Date _____ thereof and conditioned for the payment of a
 reasonable per cent on the amount thereof as attorney's fees and costs of collection, if placed in the hands of an attorney
 for collection after the maturity thereof, as follows, to-wit:

10% Attorney Fee
 Note due on or before six months

NOW, if he shall pay said note _____ at the maturity thereof and any and all other indebtedness which
 may be, or become secured hereby, and shall comply with the terms, provisions and stipulations herein contained, then this
 instrument shall be void:

But should he fail to pay said note _____, or any one of them, at the maturity thereof, or fail to pay when due
 the indebtedness which may be, or become secured hereby, or any part thereof, of fail to comply with the terms, provisions
 and stipulations herein contained, the holder of the indebtedness hereby secured shall have the right at his, her or its option,
 to declare the whole indebtedness secured hereby at once due and payable, whether the time for the maturity of the remainder
 thereof, as herein provided, or as may be provided, in the evidence of such other indebtedness as may be, or become secured
 hereby, shall have arrived or not, and said Trustee whenever thereafter requested by the holder of the indebtedness secured
 hereby so to do, shall sell the whole, or any part of the property and choses in action transferred, assigned and conveyed
 hereby by this instrument, at public auction, to the highest bidder for cash, at such time, or times, and such place, or places, in said
 County as said Trustee may designate. The sale of said land shall be advertised and said land sold in the manner now
 provided by the laws of Mississippi for sales of lands under deeds of trust and the sale of said personal property and choses in

action shall be advertised by posting a written notice of the time, terms and place of sale at _____
front door of Courthouse at Desota County

_____ in some public place in said County, ten days prior to such sale.

Out of the proceeds of such sale, or sales, said Trustee shall first pay the expense of executing this trust, including a
 Trustee's fee, which is hereby fixed at five per cent of the indebtedness secured, and to be secured hereby, but not to exceed
 \$250.00, and shall then pay and satisfy all indebtedness which may then be secured by this instrument, including attorney's
 fees, if any, and it is agreed that the attorney's fees hereinbefore provided for shall accrue on said notes, if same be placed
 in the hands of an attorney for collection after the same have been declared due and payable as hereinbefore provided; any
 balance remaining shall be paid to the party thereunto entitled.

Any and all sums of money, or other valuable things, which may hereafter prior to the cancellation of this instrument
 be advanced by said PANOLA COUNTY BANK to, or for the grantor, or grantors herein, or any of them, whether such
 advances shall be evidenced by note, or by open account, shall be secured by this instrument, and shall bear 8% interest
 per annum and shall be payable on demand unless otherwise provided, and all such advances made prior to the cancel-
 lation of this instrument shall be secured thereby, even though the note or notes described above shall have been paid prior to
 the makings of such advances, provided that this instrument shall not have first been cancelled on the record thereof,
 prior to the making of such advances. Any other liability from us, or any of us, to the said PANOLA COUNTY BANK, whether
 or such liability is now due, or not, and whether such liability is direct or indirect, and whether such liability now exists,
 or is hereafter contracted, shall be secured by this instrument, and shall bear interest at 8% per annum, and shall be
 payable on demand unless otherwise agreed.

It is further expressly agreed that the holder of the notes, or indebtedness, hereby secured, or any part thereof, may, at
 any time postpone the date of maturity of any part, or all of said indebtedness, or may renew same, or may take new notes,
 evidencing same redistributing payments and varying the interest to any extent that may be agreed upon, or may alter the
 form of the evidence of the indebtedness to any extent without notice to, or consent from, any holder of subsequent mortgages
 or incumbrances on the property hereby conveyed, and the indebtedness hereby secured shall remain secured according to the
 terms of this instrument in whatsoever form it may be until fully satisfied by payment, and all such advances, liabilities and
 renewals secured by this instrument as hereinbefore provided, shall be collectible by the sale of the property herein conveyed,
 as hereinbefore provided.

The holder of the indebtedness hereby secured may in his, her or its discretion release any part, or parcel, of the property
 above described from the terms and provisions of this instrument without in any wise affecting the validity of this instru-
 ment as a lien upon so much of the property as is not released.

In the event that the property mentioned above and conveyed by this instrument, or any part thereof, shall have been
 previously conveyed by a similar instrument in favor of the said PANOLA COUNTY BANK, then this instrument shall not can-
 cel nor extinguish such previous conveyance, but shall be considered merely as cumulative security thereto in favor of the said
 PANOLA COUNTY BANK, and such previous conveyance shall be and remain in full force and effect until the same shall have
 been duly satisfied and cancelled of record thereof.

He hereby agree and undertake to keep all of the cotton and buildings on real property mentioned herein
 covered by this deed of trust insured against loss by tornado and fire for at least three-fourths of the value of the same, with
 loss payable clause in favor of said PANOLA COUNTY BANK, and any sum which may be paid by said PANOLA COUN-
 TY BANK on account of premiums of said insurance, or on account of taxes, or prior liens on any of the above described
 property, to protect this security shall be considered as advances under the last preceding paragraph relating to advances.

If, at any time, said Trustee shall reasonably believe said property, or choses in action, or any part thereof, endangered as security for the indebtedness secured hereby he may take possession of such property and choses in action, and either hold the same until the maturity of the indebtedness secured hereby, or sell the same as hereinbefore provided, and in the event he should hold the same he may proceed to cultivate, or finish cultivating, and gather the crops on said premises, or any part of the same, and all of the expenses of so doing which may be furnished by said PANOLA COUNTY BANK shall bear interest at 8% per annum and be secured by this instrument.

In the event it shall become necessary to foreclose this instrument as to the crops or choses in action transferred and conveyed by this instrument, the said Trustee may sell the same, or any part thereof, at private sale to the best advantage instead of at public auction as hereinbefore provided and the said Trustee shall have the option to collect such of said choses in action as may be readily collectible without resorting to a sale thereof.

It is further stipulated, that in case of foreclosure of this deed in trust, the proceeds derived from the sale of the property herein described after payment of costs, expense of foreclosure, taxes and other expenditures made for protection of the security, shall be applied proratably in satisfaction of the principal indebtedness evidenced by the notes described herein, and any balance remaining may be applied to any indebtedness existing in favor of said PANOLA COUNTY BANK, which may be otherwise secured, or may be unsecured.

It is further stipulated, that in the event default be made by the grantor, or grantors, or either of them, in the payment of any item of indebtedness which is secured by this instrument, the holder of the item of indebtedness so in default may direct the Trustee to foreclose this deed in trust for the satisfaction of the indebtedness in default without maturing other items of indebtedness which may be secured hereby, and in case of such foreclosure, the purchaser shall take title subject to the lien hereby created, securing all unpaid items of indebtedness, and there may be repeated and successive foreclosures so often as occasion may demand. Each successive foreclosure shall be made subject to any unpaid balance of any indebtedness hereby secured which may not then be due. The right to foreclose in the manner aforesaid is optional with the holder of the indebtedness who may declare the entire indebtedness hereby secured due and payable immediately in case of any default in the payment of any part of the indebtedness and direct a general foreclosure.

Any holder of any one or more of the notes evidencing any indebtedness hereby secured may transfer or assign same at will and both the assignor and assignee are hereby expressly relieved from any necessity of recording or noting on any record any such transfer or assignment of said indebtedness, the grantor, or grantors, herein expressly waiving any and all rights, privileges or benefits conferred upon them by law regulating the transfer or assignment of indebtedness secured by deed in trust.

The owner or holder of the indebtedness secured hereby may at pleasure at any time, in the manner provided by law, appoint a Trustee, or a succession of Trustees, in the place and stead of the Trustee herein named, and any Trustee so appointed shall have all of the rights and privileges conferred by law, or this instrument, on the Trustee herein named.

It is distinctly understood that the money advanced under this instrument is for the purpose of making a crop, and for no other purpose, and the money is to be so expended, and is to be paid to or for the grantors in such sums, at such times and for such purposes as the PANOLA COUNTY BANK in discretion might see fit.

WITNESS his signature this the 22 day of March, A.D. 1976.

[Handwritten signature]

STATE OF MISSISSIPPI
County of Panola

Personally appeared before me, Reid P. Duke, Notary Public

in and for said County and State, the within named EL GARBER

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

Given under my hand and official seal, this the 22 day of March, 1976.

[Handwritten signature]
Notary Public



STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock 30 minutes P M. 23 day of March 1976, and that the same has been recorded in Book 197 Page 521 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 23 day of March 1976.

Fees \$ 5.00 pd.

SEAL H. H. Johnson 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 LOUIS G. CALDARERA AND WIFE,
ELAINE E. CALDARERA

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 THREE HUNDRED SIXTY SIX AND NO/100 (4,366.00) DOLLARS
(\$4,366.00) evidenced by one promissory note of even date herewith in favor of
the beneficiary, bearing interest at the rate of 10 per centum per annum after
maturity , providing for the payment of attorney's fees in case of default and being due
and payable as follows, to-wit:

Due and repayable in thirty five equal monthly installments of \$121.28 and one installment
of \$121.20, the first of said installments being due and payable on or before the 20th
day of April, 1976, with one of said installments due on the 20th day of each succeeding
consecutive month thereafter until entire indebtedness is paid in full.

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

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

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

Part of the northwest quarter of Section 31, Township 2, Range 8 described as
BEGINNING at the southwest corner of said northwest quarter; thence North 5
30' west along the west line of said quarter section 330 feet to a point; thence
north 84° 30' east 1,332 feet to a point; thence south 5° 30' east 330 feet to
a point; thence south 84°30' west , 1,332.0 feet to the point of beginning and
containing 10 acres, more or less, and being further described as the south 10
acres of a certain 32.3 acre tract as described in Deed Book 76, Page 569 of the
Deed Records of DeSoto County, Mississippi.

This note is a renewal and extension of Real Estate Trust Deed recorded in DeSoto
County in Book #184, Page 626 in the Chancery Court Clerk's Office.

THIS DAY OF Nov 1976
The Hernando Bank
By [Signature]
Attest
H. S. Ferguson
Chancery Clerk
By: F. Davis, D.C.

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

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary herein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment of interest as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other covenant herein contained, then and in that event the entire principal sum secured hereby with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, or the owner or holder of said note or notes, be and become at once due and payable, and the trustee herein named, or his successor or successors, shall, at the request of the beneficiary, or at the request of any owner or holder of the note or notes secured hereby, sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid. Such sale shall be made by giving notice of the time, place and terms of sale as required by Section 338 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 the payment of the whole or any part thereof upon either the trustee or beneficiary, and further will furnish annually to the beneficiary certificates or receipts of the proper officer showing full payment of all such taxes and assessments.

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

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

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

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

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

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

IN TESTIMONY WHEREOF, witness the signature of the grantor this the 22 day of March 19 76

Louis G. Calderara
Elaine E. Calderara

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 Louis G. Calderara and wife, Elaine E. Calderara

who severally acknowledged that they

signed and delivered the above and foregoing deed of trust on the day and year therein mentioned.

Given under my hand and official seal, this the 22 day of March 19 76

My Commission Expires: June 2, 1977

Mary Ellen R...
 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. 23 day of March 1976, and that the same has
 been recorded in Book 197 Page 524 records of REAL ESTATE Trust Deed
 of said County.

Witness my hand and seal this the 23 day of March 1976.

Fees \$ 5.00 pd.

SEAL *H. P. Ferguson* CLERK

Return: Commercial & Industrial Bank
Collateral Department

This instrument prepared by: 200 Madison, Memphis, TN. 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:

GRANTOR	Date of Instrument	Recorded	Description of Property
Charles O. Avery	2-17-71	Book 288 Page 586	See Attached.

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

The undersigned, Commercial & Industrial Bank covenants with the said grantor that he the legal owner and holder of the notes described in and secured by said trust deed, and that he has the lawful right to release and discharge the lien thereof.

IN WITNESS WHEREOF the said Commercial & Industrial Bank hereunto set their hand (or caused its corporate name to be signed hereto by and through its proper officers duly authorized so to do) this the 22nd day of March 19 76

Commercial & Industrial Bank
By: [Signature]
[Title]

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 A.V. President of the Commercial & Industrial Bank the within named bargainor, a corporation, and that he as such A.V. 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 A.V. President.

WITNESS my hand and seal at office in Memphis, Tennessee this 22nd day of March 19 76

[Signature]
Notary Public

My commission expires _____ day of _____, 19____

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

and State of Mississippi, to-wit:

In the City of Senatobia, Tate County, Mississippi, that lot or parcel of land described as beginning at the Northeast corner of the lot sold by Linda A. Bargery to Fred Stanford and described in Deed of record in Book CC at Page 531, and runs on East Main Street in said Town, runs thence East with the South line of East Main Street 60 feet to a stake; thence South at right angle to said street 100 feet to a stake; thence West parallel with East Main Street a distance of 60 feet to a stake, thence North a distance of 100 feet to the point of beginning and located in Section 29, Township 5, Range 7. Meaning to describe herein the same land as named in a deed from Nat G. Proutt, Substitute Trustee to W. W. Callis dated the 29th day of July 1967, and of record in Land Deed Book A-2 at page 373 in the office of the Chancery Clerk of Tate County, Mississippi. Also, meaning to describe the same land as named in a deed from Jesse Price and wife, Mary Miller Price to H. G. Mitchell, Sr., dated November 10, 1960, and recorded in Land Deed Book PP at page 416 in the office of the Chancery Clerk of Tate County, Mississippi.

This conveyance is made in trust, however, to secure the payment of \$32,000.00 evidenced by the following promissory notes

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was
filed for record at 10 o'clock and
30 minutes A. M. 23
day of March 19 1976 and that the
same has been recorded in Book No. _____
Page _____ records of _____
Trust Deeds of said County.
Witness my hand and seal this _____
day of _____ 19____ Clerk

Handwritten initials: P. A. S.

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock
30 minutes A. M. 23 day of March 1976, and that the same has
been recorded in Book 197 Page 527 records of REAL ESTATE Trust Deed
of said County.

Witness my hand and seal this the 23 day of March 1976.

Fees \$ 2.50 pd.

SEAL *H. P. Ferguson* CLERK

Handwritten initials: P. A. S.

AUTHORITY TO CANCEL

TO THE CHANCERY CLERK OF DESOTO COUNTY, MISSISSIPPI:

You are hereby authorized and requested to enter satisfaction of and cancellation of record of that certain deed of trust executed by WADE HAMPTON LONG AND WIFE, ANNIE B. LONG to ROLAND D. MARBLE, TRUSTEE, COLONIAL SAVINGS & LOAN and recorded in Book 106 at Page 67, and which deed of trust was assigned by COLONIAL SAVINGS & LOAN to * WESTFIELD FEDERAL SAVINGS & LOAN ASSOC. WESTFIELD, NEW JERSEY, as shown by assignment recorded in Book 106 at Page 549, all of the record of Deeds or Deeds of Trust on file in your office.

This 31st day of December, 1975.

*LINCOLN FEDERAL SAVINGS AND LOAN ASSOCIATION

*Lincoln Federal Savings & Loan Assoc., Formerly Westfield Federal Savings & Loan Assoc.

By James Kirkpatrick
James Kirkpatrick, Vice President
By Eleanor Carpenter
Eleanor Carpenter, Assistant Sec'ty.

STATE OF NEW JERSEY
COUNTY OF UNION

Personally came and appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named James Kirkpatrick and Eleanor Carpenter, who acknowledge to me that they are Vice President and Assistant Secretary, respectively, of *Lincoln Federal Savings & Loan Assoc., a corporation, and that for and on behalf of said corporation and as its act and deed, they signed, sealed and delivered the above foregoing instruments of writing on the day and in the year therein mentioned, they being first duly authorized so to do by said corporation.

Given under my hand and official seal of office, this, the 16th day of March, 1976.

Joanne G. Filicello
NOTARY PUBLIC

My Commission Expires:

JOANNE G. FILICIELLO
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires March 12, 1979

March 12, 1979

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock no minutes A M. 22 day of March 1976, and that the same has been recorded in Book 197 Page 529 records of REAL ESTATE Trust Deed of said County.
Witness my hand and seal this the 23 day of March 1976.

Fees \$ 2.50 pd.

SEAL H. H. Johnson CLERK

RELEASE OF DEED OF TRUST

TO THE CLERK OF THE
CHANCERY COURT OF
Desoto COUNTY, MISSISSIPPI

You are hereby authorized and directed to satisfy and cancel of record in your office the Deed of Trust executed by:

Lester Darling

For the use and benefit of:

North Mississippi Savings & Loan Association

On the 8th day of May, 19 72, and recorded in Trust Deed Book 142, Page 85, of the records of your office.

The indebtedness secured by said Deed of Trust was not assigned to any one and has been fully paid to the undersigned.

Witness my signature on this the 19th day of March, 19 76

*North Miss. Savings & Loan
By: Warren A. Gray, Secretary*

STATE OF
COUNTY OF Union

Personally appeared before me, the undersigned authority in and for said County and State, Warren Gray, who acknowledged that he signed and delivered the forgoing release of Trust Deed on the day and date herein before mentioned.

Blaine Peterson
Notary Public

My Commission Expires: 7-28-76



STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 30 minutes A.M. 23 day of March 1976, and that the same has been recorded in Book 197 Page 530 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 23 day of March 1976.

Fees \$ 2.50 pd.

SEAL H. P. Ferguson CLERK

Paid, Satisfied and Cancelled
This 26 day of Jan 1980
William L. Rone, Trustee

Attest
H. J. Ferguson
Chancery Clerk
By O. W. M. C. Clerk O.C.

ELBERT L. WALDRON, ET UX,
GRANTOR

TO

DEED OF TRUST

CURTIS R. USRY, ET UX,
BENEFICIARY

This indenture made this 23rd day of February, 1976 between Elbert L. Waldron and wife, Catherine K. Waldron, called First Party and Curtis R. Usry and wife, Betty Hollowell Usry, called Second Party, WITNESSETH:

WHEREAS, the First Party are indebted to the Second Party in the sum of Five Thousand Two Hundred Fifty and 00/100 Dollars (\$5,250.00) evidenced by one promissory note of even date bearing seven (7) per cent interest due and repayable in annual installments of principal of One Thousand Dollars (\$1,000.00) annually together with interest thereon the unpaid principal balance with the first said installments due and payable on or before the 23rd day of February, 1977 and annually thereafter until paid in full with each annual installment 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:

Lot 9B, Juanita Acres Subdivision, Second Revision, in Section 30, Township 2 South, Range 7 West, DeSoto County, Mississippi as shown on the recorded plat of said subdivision in Plat Book 9, Page 23 in the office of the Chancery Clerk of DeSoto County, Mississippi and containing 1.72 acres, more or less, to which plat reference is hereby made for a more particular description of said Lot.

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.

Elbert L. Waldron
Elbert L. Waldron

Catherine K. Waldron
Catherine K. Waldron

STATE OF ILLINOIS
COUNTY OF KANE

This day personally appeared before me, the undersigned authority in and for said County and State, the within named Elbert L. Waldron and wife, Catherine K. Waldron, 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 23 day of February, 1976.

Sally A. Killman
Notary Public

My Commission Expires:
Oct 24, 1979



STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 11 o'clock no minutes A M. 23 day of March 1976, and that the same has been recorded in Book 197 Page 531 records of REAL ESTATE Trust Deed of said County.
Witness my hand and seal this the 23 day of March 1976.

Fees \$ 4.00 pd.

SEAL H. P. Ferguson CLERK

534
CANCELED BY AUTHORITY RECORDED IN #998
222 PAGE 216
DAY OF March 1976

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

DEED OF TRUST

This form is used in connection with deeds of trust insured under the one- to four-family provisions of the National Housing Act.

THIS DEED OF TRUST, made and entered into this 17TH day of MARCH, 1976, by and between Bertha Susan Gibson

, hereinafter called the Grantor; O. B. Taylor, Jr., hereinafter called the Trustee, and Kimbrough Investment Company

and existing under the laws of the State of Mississippi, a corporation organized and having its principal office and post-office address at 5060 North State Street, Jackson, MS 39206, 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 64-A, Section "A", BROOK HOLLOW Subdivision, in Section 24, Township 1 South, Range 8 West, as per plat thereof recorded in Plat Book 7, Page 8, in the office of the Chancery Clerk of DeSoto County, Mississippi, to which plat reference is hereby made for a more particular description of said lot.

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 Kimbrough Investment Company,

and existing under the laws of the State of Mississippi, a corporation organized and having its principal office and post-office address at 5060 North State Street, Jackson, MS 39206, hereinafter called the Beneficiary, the payment of a certain promissory note of even date herewith in the principal sum of SEVENTEEN THOUSAND FIVE HUNDRED AND 00/100 Dollars (\$17,500.00) with interest from date at the rate of EIGHT & 3/4 per centum (8.75%) 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, Jackson, MS 39206

or at such other place as the holder may designate, in writing, in monthly installments of ONE HUNDRED THIRTY SEVEN & 73/100 Dollars (\$137.73), commencing on the first day of MAY, 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 APRIL, 2006.

The Grantor, in order more fully to protect the security of this Deed of Trust, does hereby covenant and agree as follows:

1. That he will pay all and singular the principal and interest and other sums of money payable by virtue of the note secured hereby and of this lien, at the times and in the manner in said note and hereinafter provided. Privilege is reserved to pay the debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due on the note, on the first day of any month prior to maturity; provided, however, that written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment.

2. That, together with and in addition to the monthly payments of principal and interest payable under the terms of the note secured hereby, he will pay to the Beneficiary on the first day of each month until the note is fully paid, the following sums:

(a) An amount sufficient to provide the holder hereof with funds to pay the next mortgage insurance premium if this instrument and the note secured hereby are insured, or a monthly charge (in lieu of a mortgage insurance premium) if they are held by the Secretary of Housing and Urban Development, as follows:

(I) If and so long as said note of even date and this instrument are insured or are reinsured under the provisions of the National Housing Act, an amount sufficient to accumulate in the hands of the holder one (1) month prior to its due date the annual mortgage insurance premium, in order to provide such holder with funds to pay such premium to the Secretary of Housing and Urban Development pursuant to the National Housing Act, as amended, and applicable Regulations thereunder; or

(II) If and so long as said note of even date and this instrument are held by the Secretary of Housing and Urban Development, a monthly charge (in lieu of a mortgage insurance premium) which shall be in an amount equal to one-twelfth (1/12) of one-half (1/2) per centum of the average outstanding balance due on the note computed without taking into account delinquencies or prepayments;

(b) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable to renew the policies of fire and other hazard insurance on the premises covered by this Deed of Trust, plus taxes and assessments next due on these premises (all as estimated by the Beneficiary) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by the Beneficiary in trust to pay said ground rents, premiums, taxes, and special assessments; and

(c) All payments mentioned in the two preceding subsections of this paragraph and all payments to be made under the note secured hereby shall be added together, and the aggregate amount thereof shall be paid by the Grantor each month in a single payment to be applied by the Beneficiary to the following items in the order set forth:

- (I) premium charges under the contract of insurance with the Secretary of Housing and Urban Development, or monthly charge (in lieu of mortgage insurance premium), as the case may be;
- (II) ground rents, if any, taxes, special assessments, fire and other hazard insurance premiums;
- (III) interest on the note secured hereby; and
- (IV) amortization of the principal of said note.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Grantor prior to the due date of the next such payment, constitute an event of default under this Deed of Trust. The Beneficiary may collect a "late charge" not to exceed two cents (2¢) for each dollar (\$1) of each payment more than fifteen (15) days in arrears to cover the extra expense involved in handling delinquent payments.

3. If the total of the payments made by the Grantor under (b) of paragraph 2 preceding shall exceed the amount of the payments actually made by the Beneficiary for ground rents, taxes, or assessments, or insurance premiums, as the case may be, such excess at the option of the Beneficiary, shall be credited on subsequent payments to be made by the Grantor, or refunded to the Grantor. If, however, the monthly payments made by the Grantor under (b) of paragraph 2 preceding shall not be sufficient to pay ground rents, taxes and assessments, and insurance premiums, as the case may be, when the same shall become due and payable, then the Grantor shall pay to the Beneficiary any amount necessary to make up the deficiency, on or before the date when payment of such ground rents, taxes, assessments, or insurance premiums shall be due. If at any time the Grantor shall tender to the Beneficiary, in accordance with the provisions thereof, the full payment of the entire indebtedness represented thereby, the Beneficiary shall, in computing the amount of such indebtedness, credit to the account of the Grantor all payments made under the provisions of (a) of paragraph 2 hereof which the Beneficiary has not become obligated to pay to the Secretary of housing and Urban Development, and any balance remaining in the funds accumulated under the provisions of (b) of paragraph 2 hereof. If there shall be a default under any of the provisions of this Deed of Trust resulting in a public sale of the premises covered hereby or if the Beneficiary acquires the property otherwise after default, the Beneficiary shall apply, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under (b) of paragraph 2 preceding, as a credit against the amount of principal then remaining unpaid under the note secured hereby, and shall properly adjust any payments which shall have been made under (a) of paragraph 2.

4. That he will pay all and singular the costs, charges, and expenses including a 10% attorney's fee, reasonably incurred or paid at any time by the Beneficiary, because of the failure on the part of the Grantor to perform, comply with, and abide by each and every the stipulations, agreements, conditions, and covenants of the note secured hereby and of this Deed of Trust, or either, and every such payment shall bear interest from date at the rate set forth in the note secured hereby, shall be payable on demand, and shall be fully secured by this Deed of Trust.

5. That he will not commit, permit, or suffer waste, impairment, or deterioration of said property or any part thereof, and in the event of the failure of the Grantor to keep the buildings on said premises and those to be erected on said premises, or improvements thereon, in good repair, the Beneficiary may make such repairs as in its discretion it may deem necessary for the proper preservation thereof, and the sums so paid shall bear interest from date at the rate set forth in the note secured hereby, shall be payable on demand, and shall be fully secured by this Deed of Trust.

6. That he will keep the improvements now existing or hereafter erected on the said premises, insured as may be required from time to time by the Beneficiary against loss by fire and other hazards, casualties, and contingencies, including war damage, in such amounts and for such periods as may be required by the Beneficiary and will pay promptly, when due, any premiums on such insurance provision for payment of which has not been made hereinbefore. All insurance shall be carried in companies approved by the Beneficiary and the policies and renewals thereof shall be held by the Beneficiary and have attached thereto loss payable clauses in favor of and in form acceptable to the Beneficiary. In event of loss the Grantor will give immediate notice by mail to the Beneficiary, who may make proof of loss if not made promptly by the Grantor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Beneficiary instead of to the Grantor and the Beneficiary jointly, and the insurance proceeds, or any part thereof, may be applied by the Beneficiary at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this Deed of Trust or other transfer of title to the said premises in extinguishment of the indebtedness secured hereby, all right, title, and interest of the Grantor in and to any insurance policies then in force shall pass to the purchaser or grantee.

7. That he will pay all taxes, assessments, water rates, and other governmental or municipal charges, fines, or impositions, for which provision has not been made hereinbefore, and shall promptly deliver the official receipts therefor to the Beneficiary; and in default of such payment by the Grantor, the Beneficiary may pay the same, and any amount so paid by the Beneficiary shall then be added to the principal debt named herein and shall be secured hereby.

8. That if the premises, or any part thereof, be condemned under any power of eminent domain, or acquired for a public use, the damages, proceeds, and the consideration for such acquisition, to the extent of the full amount of indebtedness upon this Deed of Trust, and the note secured hereby remaining unpaid, are hereby assigned by the Grantor to the Beneficiary and shall be paid forthwith to the Beneficiary to be applied by it on account of the indebtedness secured hereby, whether due or not.

9. The Grantor further agrees that should this Deed of Trust and the note secured hereby not be eligible for insurance under the National Housing Act within sixty days from the date hereof (written statement of any officer of the Department of Housing and Urban Development or authorized agent of the Secretary of Housing and Urban Development dated subsequent to the sixty 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) has hereunto set her hand(s) the day and year herein first written above.

Bertha Susan Gibson

 Bertha Susan Gibson

STATE OF MISSISSIPPI, }
 COUNTY OF Desoto }

Personally appeared before me _____, the undersigned Authority in and for the said County, the within named Bertha Susan Gibson and _____, his wife, who acknowledged that she signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and seal this 17TH day of MARCH, 1976

Bethie M. Beaswell

 My Commission Expires February 19, 1981

STATE OF MISSISSIPPI }
 COUNTY OF Desoto }

I, H. 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 10:35 o'clock A.M., on the 23 day of March, 1976, and was recorded in Vol. _____, Record of Deeds, pages _____, on the _____ day of _____, 1976.

STATE OF MISSISSIPPI, DESOTO COUNTY
 I certify that the within instrument was filed for record at 10 o'clock 35 minutes A.M., 23 day of March, 1976, and that the same has been recorded in Book 197 Page 534 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 23 day of March, 1976

Fees \$ 5.00 pd.

SEAL *H. B. Ferguson* CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK

201 PAGE 268

THIS 18 DAY OF June 19 76

H. H. Ferguson

CHANCERY CLERK

DEED OF TRUST

FOR VALUE RECEIVED, the undersigned

ROGCO BUILDING CORPORATION

hereinafter designated "Grantor," conveys and warrants to Rowan H. Taylor

as Trustee, the following described property, located in DeSoto

County, Mississippi, to-wit:

Lot 417, section C, Eastover Subdivision, in Section 29, Township 1, Range 6, as per plat thereof recorded in PlatBook 12, Pages 39-40 in the office of the Chancery Clerk of DeSoto County, Mississippi.

In the event interest becomes thirty (3) days in arrears, the entire amount advanced immediately becomes due and payable.

This is the first lien on the above-described property except

IN TRUST FOR THE FOLLOWING PURPOSES:

I. (A) To secure the prompt payment of the Grantor's promissory note of even date herewith, in favor of the Wortman & Mann, Inc.

its successor or assigns, hereinafter designated as the Beneficiary, due and payable to said Beneficiary as follows:

(\$ 37,000.00) Thirty Seven Thousand and no/100----- Dollars due on or before Nine (9) months from date with interest due and payable monthly until all principal and interest is paid in full.

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.

CANCELLED BY AUTHORITY RECORDED IN BOOK
 207 PAGE 780
 THE 21 DAY OF Jan 1977
 W. B. Taylor
 CHANCERY CLERK

DEED OF TRUST

FOR VALUE RECEIVED, the undersigned
 ROGCO BUILDING CORPORATION

hereinafter designated "Grantor," conveys and warrants to Rowan H. Taylor
 as Trustee, the following described property, located in DeSoto
 County, Mississippi, to-wit:

Lot 222, Section B, Eastover Subdivision, in
 Section 29, Township 1, Range 6, as per plat
 thereof recorded in Plat Book 12, Pages 36-38,
 in the office of the Chancery Clerk of DeSoto
 County, Mississippi.

In the event interest becomes thirty (30) days in arrears, the entire
 amount advanced immediately becomes due and payable.

This is the first lien on the above-described property except

IN TRUST FOR THE FOLLOWING PURPOSES:

I. (A) To secure the prompt payment of the Grantor's promissory note of even date herewith, in favor of the
 WORTMAN & MANN, INC.

its successor or assigns, hereinafter designated as the Beneficiary, due and payable to said Beneficiary as follows:

(\$36,650.00) Thirty-Six Thousand Six Hundred Fifty & no/100 Dollars due on or before Nine
 (9) months from date with interest due and payable monthly until all principal
 and interest is paid in full.

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 secur-
 ed hereby promptly when due and payable; (3) To carry, with usual loss payable clause, such as fire, tornado and other in-
 surance on the property covered hereby as may be required by the Beneficiary or any holder of the afore-described in-
 debtedness, 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 de-
 scribed in this Deed of Trust, as well as the proceeds of same, may be applied by the Beneficiary or the holder of the in-
 debtedness 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 cove-
 nants herein undertaken, then this Deed of Trust shall be void.

V. If said Grantor or Grantors shall violate or breach 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 or any owner of the indebtedness secured hereby, at the request of the Beneficiary acting by and through any officer; 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 19th day of March 1976

ROGCO BUILDING CORPORATION
By: Roger L. Benson, Jr.
Roger L. Benson, Jr., President

STATE OF MISSISSIPPI)
COUNTY OF DESOTO)

Personally appeared before me, the undersigned authority in and for said County and State, the within-named Roger L. Benson, Jr., as President for and on behalf of and by authority of ROGCO 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 19th day of March 1976
Deborah B. Ansbro Notary Public
My Commission Expires 1-8-80

STATE OF MISSISSIPPI
COUNTY OF

PERSONALLY appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named _____ who acknowledged that he is the _____ of _____ a corporation and that for and on behalf of said corporation and as its act and deed, he signed, sealed and delivered the above and foregoing instrument of writing on the day and year therein mentioned, his having been first authorized so to do.

Given under my hand and official seal, this the _____ day of _____ 1971
My Commission Expires: _____ NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF _____
I, the undersigned _____ County, hereby certify _____ was filed for record _____ on the 24 day of March and the same is duly recorded _____ Page _____ of the _____ Witness my hand and _____ Clerk's Fee, \$ _____

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 March 1976, and that the same has been recorded in Book 197 Page 539 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 24 day of March 1976.
Fees \$ 3.50 pd. SEAL H. H. Ferguson CLERK

201 PAGE 651

THIS 2 DAY OF July 76

H. B. 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

CREST FINANCE, INC., A Mississippi Corporation,
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 FIVE HUNDRED AND NO/100 ----- DOLLARS
(\$ 11,500.00) evidenced by one (1) promissory note of even date herewith in favor of
the beneficiary, bearing interest at the rate of ten (10) per centum per ----- annum after
date , providing for the payment of attorney's fees in case of default and being due
and payable as follows, to-wit:

On or before Ninety (90) days from date, being June 20, 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:

(See next page.)

Signed for Identification:

W. S. McAlilly
Crest Finance, Inc.

Part of Lot 323 in the Town of Hernando, as the same is shown on the Official Map of said Town of Hernando, being situated in Section 13, Township 3 South, Range 8 West, more particularly described as: BEGINNING at a point that is 30 feet East of the Northwest Corner of said Lot 323; thence South a distance of 132 feet to the North line of Union Street; thence East a distance of 74 feet to a point; thence North and parallel with the West line of said lot a distance of 132 feet to the South line of Center Street; thence West along the South line of Center Street a distance of 74 feet to the Point of Beginning;

Together with all buildings and improvements thereunto belonging;

This being the same property conveyed by W. S. McAlilly, et ux to C. L. Wingate by deed recorded in Warranty Deed Book 61, Page 389; and the same property conveyed by First National Bank, Southaven, Mississippi, to William E. Manning, Sr. and Crest Finance, Inc. by deed recorded in Book 106, Page 495 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 23rd day of March, 1976.
CREST FINANCE, INC.,
A Mississippi Corporation

By: *Doris T. Sowell*
Doris T. Sowell,
SECRETARY-TREASURER
Larry W. Sowell
Larry W. Sowell

STATE OF MISSISSIPPI,
COUNTY OF

This day personally appeared before me, the undersigned authority, in and for the State and County aforesaid, the within named

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

44

STATE OF MISSISSIPPI
COUNTY OF DESOTO

Personally appeared before me, the undersigned Notary Public in and for the jurisdiction aforesaid,

DORIS T. SOWELL, the Secretary-Treasurer,
and LARRY W. SOWELL,

~~XXXXXXXXXX~~ of the above named CREST FINANCE, INC., A Mississippi Corporation,

~~XXXXXXXXXX~~ who ~~XXXXXX~~acknowledged that for and on behalf of said corporation, ~~they~~ she 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 22 day of March, 1976.



E. H. Barker
Notary Public
My Commission Expires Jan. 7, 1978

TRUST

Trustee _____
Clerk _____
Chancery Court _____
I was filed for _____
M., on _____
day of _____
page _____
office _____
cc, this _____
Clerk _____
D. C. _____

*5.00 bill
L.W.P.*

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 9 o'clock
35 minutes A. M. 24 day of March 1976, and that the same has
been recorded in Book 197 Page 541 records of REAL ESTATE Trust Deed
of said County.
Witness my hand and seal this the 24 day of March 1976.
Fees \$ 5.00 pd. SEAL *H. P. Ferguson* CLERK

551 PAGE 47
THIS 14th DAY OF August 1991

W. E. Davis
Chancery Clerk
by P. Starkey, sc

Real Estate 710 Book Real Estate
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. D. Ferguson Clerk
H. D. Ferguson Clerk

Branch MEMPHIS-90 No. Mos 180

MARCH 5th 19 76

Deed of Trust - Mississippi - Jim Walter Homes, Inc.

Whereas, JAMES F. DUFFY AND HIS WIFE JEANINE B. DUFFY

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 SEVEN THOUSAND, TWO HUNDRED NINETY SIX AND 00/100 (\$37,296.00) as evidenced by one certain promissory note of even date herewith made by the Grantor to the Beneficiary and payable in monthly installments of \$ 207.20, the first of said installments being due and payable on the 5th day of JUNE, 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 DE SOTO

State of Mississippi, described as follows: BUYERS PROPERTY CONSISTING OF ONE AND ONE HALF ACRES. LEGAL DESCRIPTION TO BE DETERMINED FROM DEED OR SURVEY.

The following described property in DeSoto County, Mississippi, 1.5 acres in Section 22, Township 2, Range 6 West, being a part of Farm Number 5, of Lewisburg Farms as recorded in Plat Book 10, Pages 42, 43 & 44, in the Office of the Chancery Clerk of DeSoto County, Mississippi described as follows: Beginning at a point being the Southwest Corner of said Farm 5; thence Northerly along the West boundary line of said Farm 5 650 feet to a point; thence Eastwardly 215 feet to a point; thence Southwardly 200 feet to a point; thence Westwardly 165 feet to a point; thence Southwardly running parallel to the West boundary of said Farm 5 450 feet to a point on the South boundary line of said Farm 5; thence Westwardly 50 feet to the Point of Beginning, containing 1.5 acres, more or less.

TOGETHER WITH all and singular the ways, easements, riparian and other rights, and all tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and all buildings, structures and other improvements now on said land or that hereafter may be erected or placed thereon, and all fixtures attached thereto and all rents, income, issues and profits accruing and to accrue therefrom.

The Grantor hereby covenants with the Trustee that the Grantor is lawfully seized of the fee simple title to the above described property and has full power and authority to grant, bargain, sell and convey the same to the Trustee; that said property is free and discharged from all liens, encumbrances and claims of every kind, including taxes and assessments; that said Grantor will make such further assurances to perfect the fee simple title to said property in the Trustee as may be reasonably required.

It is understood and agreed that this conveyance is made subject to and that the parties hereto have agreed on and are bound by and will observe and fulfill the following covenants, stipulations and conditions as obligatory upon the respective parties:

First: In addition to the aforesaid indebtedness, any and all extensions or renewals of the same or any part thereof, and any and all further or future advances, loans and extensions of credit by the Beneficiary herein, or the holder or holders of the indebtedness above described, to the Grantor are intended to be secured and are secured by this instrument.

Second: The Grantor shall: pay the indebtedness recited in and evidenced by said note and any extensions or renewals thereof, and all other indebtedness or liability however created or evidenced; pay all taxes, assessments, levies, liens and encumbrances of every kind and nature on said property and upon this deed of trust and note and the moneys secured hereby promptly when due and before delinquency thereof; pay all costs and expenses incurred or paid by the Beneficiary in collecting the indebtedness hereby secured or in enforcing or protecting the rights and security of the Beneficiary hereunder, including reasonable attorney's fee if placed in the hands of an attorney, whether collected by foreclosure or otherwise; keep all buildings and structures now or hereafter erected upon the said premises constantly insured in an amount not less than the principal amount of the note aforesaid against all loss or damage by fire, windstorm or tornado and water damage, as may be required by the Beneficiary, and in a company or companies acceptable to said Beneficiary. All said policies and renewals thereof shall contain standard 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 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

Not that home, Inc
Assignment of this instrument recorded in
Real Estate 710 book
No. 545 Page 118
21st day of June 19 71
W. E. Davis by Starkey

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

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

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 hereby 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, for convenience herein employed, and any pronouns used whenever 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 MARCH, 1976

John T. Rodger
WITNESS

James F. Duffy
Jeanine B. Duffy

ACKNOWLEDGMENT

STATE OF MISSISSIPPI
COUNTY OF

Personally appeared before me, the undersigned authority, duly authorized by law to take acknowledgments in and for said County and State, the within named

to me personally known, who acknowledged that _____ signed and delivered the foregoing instrument on the day and year therein mentioned, and for the purposes therein set forth.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this the _____ day of _____, 19____

Notary Public
My Commission Expires:

SEAL

ACKNOWLEDGMENT

STATE OF TENNESSEE
COUNTY OF SHELBY

Personally appeared before me, the undersigned authority, in and for the jurisdiction aforesaid, John Rodger, one of the subscribing witnesses to the foregoing instrument, who, being first duly sworn deposes and saith that he saw the within names James F. Duffy and Jeanine B. Duffy

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 Jeanine B. Duffy and James F. Duffy husband and wife.

GIVEN under my hand and official seal, this the 5th day of March, 1976

RETURN TO:
JIM WALTER HOMES, INC.
P. O. BOX 22601
TAMPA FLORIDA 33622

Sheldon Roberts
NOTARY PUBLIC
MY COMMISSION EXPIRES AUGUST 29, 1978
SHELBY 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 March 1976, and that the same has been recorded in Book 197 Page 545 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 24 day of March 1976.

Fees \$ 4.00

H. H. Ferguson
CLERK

Mississippi Bankers Association
UCC Form No. 4
September, 1967

Printed & For Sale By
HEDERMAN BROTHERS
P. O. Box 491
Jackson, Mississippi

FORM No. 4
DEED OF TRUST AND SECURITY AGREEMENT
Land — Farm Products — Farm Equipment

THIS agreement, this day made and entered into between Thomas R. Marsh and wife Elsie N. Marsh

a (an) Individual
(Corporation—Partnership—Individual)

of the first part, hereinafter designated as the Debtor, whose address is Rt. 1 Box 356 B
(Street)

Walls, DeSoto Mississippi 38680
(City) (County) (State)

said address being Debtor's Residence
(Place of Business—Residence)

H. R. Garner Trustee, of the second part,
hereinafter designated as Trustee; and

Bank of Walls-Br. Of Tunica Co. Bk., 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 Sixteen thousand and 00/100
Dollars (\$ 16,000.00) evidenced by a promissory note of even date here-
with in favor of Bank, bearing interest at the rate of 10 per centum per annum after date,
providing for the payment of reasonable attorney's fees in case of default and being due and payable as
follows, to-wit:

The note using herein described parcel of land as collateral for the
purpose of constructing a single family dwelling on the said property will reflect
a series of construction draws up to the note amount.

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:

2.2 acres in the Northwest Quarter of Section 32, Township 1, Range 8 West
described as beginning at a point 297 feet west and 1885.5 feet south of the
Northeast corner of the Northwest quarter of said Section 32, (which point
is the southeast corner of the 2.2 acres conveyed to Hollis Tucker and
Eutrene Lawrence on July 20, 1960) thence west with the South line of the
Hollis-Lawrence Lot 598 feet to a stake in the East line of a road (50 feet
wide); thence south to the East line of said road 160.2 feet to a stake;
thence 598 feet to a stake in the east line of Allan property; thence North
160.2 feet to the point of beginning, containing 2.2 acres more or less.

The indebtedness on property is related to a construction loan committed by
Bank of Walls for the period of time necessary to finish the construction.

CANCELLED BY AUTHORITY RECORDED IN BOOK

214 PAGE 816

THIS 28 DAY OF Aug. 1977

H. H. Ferguson
CLERK

~~CHANCERY CLERK~~

~~THIS DAY OF~~

~~PAGE~~

~~CANCELLED BY AUTHORITY RECORDED IN BOOK~~

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 \$16,000.00 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 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.
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 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.
6. 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.
7. 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.
8. 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.
9. 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.
10. 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.
11. 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.
12. 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 16 day of March 1976

Bank of Walls-Branch Of Tunica Co. Bank

By J. McParton Branch Manager

Thomas R. Marsh Debtor

By Elsie N. Marsh

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 De Soto

This day personally appeared before me, the undersigned authority, in and for the State and County aforesaid, the within named Thomas R. Marsh and Elsie N. Marsh

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 16th day of March Mrs. W. A. Russell NOTARY PUBLIC

My Commission Expires Nov. 5, 1978

STATE OF MISSISSIPPI COUNTY OF

Personally appeared before me, the undersigned Notary Public in and for the jurisdiction aforesaid,

STATE OF MISSISSIPPI, DESOTO COUNTY I certify that the within instrument was filed for record at 10 o'clock no minutes A.M. 24 day of March 1976, and that the same has been recorded in Book 197 Page 547 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 24 day of March 1976.

Fees \$ 5.00 pd.

SEAL H. H. 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 ELIZABETH WILDER SPRAY to C. B. HENLEY, Beneficiary, dated the 22nd. day of December, 1975, recorded at Trust Deed Book 194, Page 155 and also recorded in Trust Deed Book 196, Page 553 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 ELIZABETH WILDER SPRAY 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 22nd day of March, 1976.

ATTEST:

BY: Guy M. Massey, Special Loans Officer (STATE OF Tennessee)

UNION PLANTERS NATIONAL BANK

BY: J. A. Gurley, Vice President

COUNTY OF Shelby)

Before me, the undersigned, a Notary Public, within and for said County and State, duly commissioned and qualified, personally appeared J. A. Gurley and Guy M. Massey with whom I am personally acquainted and who, upon their several oaths acknowledged themselves to be, respectively the Vice President and the Special Loans Officer of UNION PLANTERS NATIONAL BANK the within named bargainer, a corporation; and that they, as such President and Special Loans Officer being duly authorized so to do, executed, signed and delivered the foregoing instrument for the purposes therein contained, by the said Vice President subscribing thereto the name of the corporation, by himself as such Vice President, and by the said S. L. Officer affixing and attesting thereto.



Carol Daniel, Notary Public

THIS INSTRUMENT PREPARED BY: Lee V. Hamberlin, Attorney 5865 Ridgeway Parkway #104 Memphis, Tennessee 38138

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 March 1976, and that the same has been recorded in Book 197 Page 550 records of REAL ESTATE Trust Deed of said County. Witness by hand and seal this the 24 day of March 1976.

Fees \$ 2.50

SEAL H. P. Ferguson CLERK

Assignment of this instrument Recorded in
Real Estate T 10 Book
No. 203 Page 624
This the 2 day of Aug. 19 76

Assignment of this instrument Recorded in
Real Estate T 10 Book
No. 198 Page 426
This the 15 day of April 19 76

H. D. Johnson Clerk

H. D. Johnson Clerk

VA Form 16-6822 (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 24th day of March, 1976,
by and between

RUFUS LaFAYETTE FORREST, JR. and wife, EDNA J. FORREST,

, hereinafter called the Grantor;

G. L. Oates, hereinafter called the Trustee, and

WORTMAN & MANN, INC.

Assignment of this instrument Recorded in

Real Est T 10 Book

No. 362 Page 236

This the 14 day of April 19 86

H. D. Johnson Clerk

DS.

and existing under the laws of the State of Mississippi, having its principal office and
post-office address at P. O. Box 1571, Jackson, Mississippi 39205, hereinafter called the
Beneficiary:

WITNESSETH, That the Grantor, in consideration of the debt and trust hereinafter mentioned, and the sum
of One Dollar (\$1.00) to the Grantor paid by the Trustee, the receipt whereof is hereby acknowledged, does by
these presents grant, bargain, sell, convey, and warrant unto the Trustee, the following-described property, situated
in the County of DeSoto, State of Mississippi, to wit:

Lot 1227, Section F, Greenbrook Subdivision, in Section 19,
Township 1, 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 funds derived from the indebtedness secured by this deed of trust have
been used entirely to pay all or a part of the purchase price of the above
described property.

The Grantors covenant and agree that so long as this Deed of Trust and the
Note secured hereby are guaranteed under the Servicemen's Readjustment Act
or insured under the provisions of the National Housing Act, they will not
execute or file for record any instrument which imposes a restriction upon
the sale or occupancy of the subject property on the basis of race, color
or creed. Upon violation of this covenant, the note holder may, at its
option, declare the unpaid balance of the debt secured by this deed of trust
immediately due and payable.

The Grantors covenant and agree that should this security instrument or note
secured hereby be determined ineligible for guaranty under the Servicemen's
Readjustment Act within thirty (30) days from the date hereof (written state-
ment of any officer or authorized agent for the Veterans Administration
declining to guarantee said note and/or security instrument being deemed
conclusive 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;

ASSIGNMENT OF SECURITY INTEREST RECORDED IN BOOK
401 Page 709
This the 20 day of May 1987
H. D. Johnson
CHANCERY CLERK
DS-DC

To HAVE AND TO HOLD the same unto the Trustee and unto his successors and assigns, forever.

IN TRUST, HOWEVER, to secure to the Beneficiary named above, the payment of a certain promissory note of even date herewith in the principal sum of Forty-One Thousand and NO/100 ----- Dollars (\$ 41,000.00), with interest from date at the rate of Seven & 3/4 per centum (7.75%) per annum on the balance remaining from time to time unpaid; principal and interest being payable at the office of Wortman & Mann, Inc., P. O. Box 1571 in Jackson, Mississippi 39205 , or at such other place as the holder may designate, in writing delivered or mailed to the Grantor, in monthly installments of Two Hundred Ninety-Three & 97/100 Dollars (\$ 293.97), commencing on the first day of May , 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 April , 2006 .

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.

Rufus Lafayette Forrest, Jr.
Rufus Lafayette Forrest, Jr.

Edna J. Forrest
Edna J. Forrest

STATE OF MISSISSIPPI,
COUNTY OF DESOTO

Personally appeared before me Deborah B. Ansbro the undersigned Notary Public in and for said County, the within named Rufus LaFayette Forrest, Jr. and Edna J. Forrest, 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 March, 1976.

My Commission expires:
1-8-80

Deborah B. Ansbro
Notary Public



MISSISSIPPI
Trust

at 2:50 PM

of said County,
going conveyance
his office on the
day of
1976

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 2 o'clock
50 minutes P.M. 24 day of March 1976, and that the same has
been recorded in Book 197 Page 551 records of REAL ESTATE Trust Deed
of said County.
Witness my hand and seal this the 25 day of March 1976.
SEAL *H. H. Ferguson* CLERK
Fees \$ 5.00 pd.

Assignment of this Instrument Rec. in
Real Estate T-10
No. 203 Page 624
This the 2 day of Sept 1976
H. H. Ferguson

Assignment of this Instrument Recorded in
Real Estate T-10 Book
No. 198 Page 311
This the 13 day of April 1976
H. H. Ferguson

VA Form 28-4222 (Home Loan)
Revised January 1974. Use Op-
tional Section 1310, Title 28,
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 March, 1976, by and between

RICHARD H. DOYLE and wife, MARY B. DOYLE,

, 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 P. O. Box 1571, Jackson, Miss. 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 959, Section E, Greenbrook Subdivision, in Section 19, Township 1 South, Range 7 West, as per plat thereof recorded in Plat Book 9, Pages 44 and 45, in the office of the Chancery Clerk of DeSoto County, Mississippi.

The 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.

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 violation of this covenant, the note holder may, at its option, declare the unpaid balance of the debt secured by this deed of trust immediately due and payable.

The Grantors covenant and agree that should this security instrument or note secured hereby be determined ineligible for guaranty under the Servicemen's Readjustment Act within thirty (30) days from the date hereof (written statement of any officer or authorized agent for the Veterans Administration declining to guarantee said note and/or this security instrument being deemed conclusive 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;

Appointment of Successor Trustee of this instrument Recorded in Real Estate T-10
Book No. 209 Page 431
This 18 day of March 1977
H. H. 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 Nine Hundred Fifty ^{94/100}Dollars (\$ 36,950.00), with interest from date at the rate of Seven & three-fourths centum (7.75%) per annum on the balance remaining from time to time unpaid; principal and interest being payable at the office of Wortman & Mann, Inc., P. O. Box 1571, in Jackson, Mississippi 39205, or at such other place as the holder may designate, in writing delivered or mailed to the Grantor, in monthly installments of Two Hundred Sixty-Four & 94/100 Dollars (\$ 264.94), commencing on the first day of May, 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 April, 19 2006.

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.

Richard H. Doyle
Richard H. Doyle

Mary B. Doyle
Mary B. Doyle

STATE OF MISSISSIPPI,
COUNTY OF DESOTO } ss:

Personally appeared before me Deborah B. Ansbro, the undersigned Notary Public in and for said County, the within named Richard H. Doyle and Mary B. Doyle, 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 March, 1976.

My Commission expires: 1-8-80

Deborah B. Ansbro
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. 24 day of March 1976, and that the same has been recorded in Book 197 Page 555 records of REAL ESTATE Trust Deed of said County.
Witness my hand and seal this the 25 day of March 1976.
Fees \$ 5.00 pd.
SEAL *H. P. Ferguson* CLERK

STATE OF MISSISSIPPI, DESOTO COUNTY
I, Clerk of Court do hereby certify that the within instrument was filed for record on the 25 day of March 1976.
Fee

Set VI

Partial Release of this Instrument Recorded in

Real Estate T 10 Book

No. 204 Page 37

This 17 day of Sept. 19 76

H. H. Ferguson Clerk

Deed of Trust

To

JAMES E. MCGEHEE AND COMPANY, INC.

THIS DEED OF TRUST, Made and entered into this the 22nd day of March, 1976,
by and between T & S Homes, Inc.

of the first part, hereinafter designated as the GRANTORS; Max B. Ostner, Jr.
Trustee, of the second part, hereinafter designated as TRUSTEE; and James E. McGehee and Company, Inc.
of the third part, hereinafter designated as the BENEFICIARY.

WITNESSETH: THAT WHEREAS the Grantors are justly indebted to the Beneficiary in the full sum of
Sixteen Thousand and no/100----- DOLLARS
(\$ 16,000.00), evidenced by promissory note of even date herewith payable to the Beneficiary as follows,
to-wit:

Note is due on demand, but if no demand is made the note is due
one year from date.

*1% above prime rate of National Bank of Commerce on the unpaid principal
balance of the indebtedness.

said note bearing interest from date at the rate of * per centum per annum, and providing
for attorney's fees for collection if not paid according to the terms thereof;

AND, WHEREAS, Grantors are anxious to secure the payment of said indebtedness hereinabove specifically
described, together with any other indebtedness that may become due and owing under the terms of this instrument;

NOW, THEREFORE, in consideration of FIVE AND NO/100 (\$5.00) DOLLARS, to the undersigned Grantors
this day paid by the aforesaid Trustee, the receipt of which is hereby acknowledged, the grantors do hereby convey
and warrant unto the said Trustee, the following described land and property, together with all the hereditaments
and appurtenances thereunto appertaining, including so far as they now are, or may hereafter belong to or be used
in connection with the buildings now or hereafter to be erected on said premises, all elevators, heating and ventilating
apparatus, gas, electric light and other fixtures, whether attached to said premises or detached therefrom, there-
upon situated and thereunto belonging, lying and being situated in the City or Town of _____

District of DeSoto County, State of Mississippi, and more particularly described
as follows, to-wit:

Lots 10 & 11, Section B, Mt. Pleasant Heights Subdivision
in Section 7, Township 3, Range 7, as per plat thereof
recorded in Plat Book 4, page 14 in the office of the
Chancery Clerk of DeSoto County, Mississippi.

It is expressly agreed that the laws and decisions of the State of
Mississippi are expressly adapted to control this entire transaction.

This deed of trust secures such other and further advances as may be made
to complete the construction contemplated in a construction loan agreement of
even date herewith, whether such sums are advanced before or after default and
whether such sums in the aggregate exceed the principal amount of the note.

The funds hereby secured are advanced pursuant to the construction loan agreement
of even date. It is further condition of this deed of trust that the grantor
shall comply strictly with every obligation of the construction loan agreement
and shall proceed diligently to complete the construction contemplated thereby
and any default in the construction loan agreement shall be deemed a default in
this Deed of Trust.

Real Estate T 10 Book
No. 216 Page 405
This 30 day of August 19 77
H. H. Ferguson Clerk

CANCELLED BY AUTHORITY RECORDED IN BOOK

224 PAGE 317

26 DAY OF Apr 1978

H. H. Ferguson
CHANCERY CLERK

It is understood and agreed that this conveyance is made subject to and the parties hereto have agreed on and are bound by and will observe and fulfill the following covenants, stipulations and conditions as obligatory upon the respective parties:

First: This deed of trust secures not only the aforementioned indebtedness but also such future and additional advances as may be made to the grantors, or either of them, by the beneficiary in a sum of not exceeding \$100,000.00 (the beneficiary to be the sole judge as to whether or not any such future or additional advancements will be made), as well as any additional indebtedness heretofore, now, or hereafter contracted with the beneficiary by the grantors, or either of them, before the cancellation of record of this instrument, whether such indebtedness be represented by promissory notes, open account, over-draft or otherwise, including also any indebtedness of any grantor made as joint maker, surety, endorser or guarantor, together with all extensions and renewals of any of the aforementioned obligations, or any part thereof, and whether otherwise secured or not.

Second: The grantors herein shall pay all taxes and assessments, general or special, which may be levied or assessed upon the property herein described promptly when the same shall become due, and keep the improvements situated upon said land insured at all times during the continuance of this deed of trust against loss or damage by fire, storm and other hazard for the maximum amount of insurance obtainable or in such amount as may be approved by the beneficiary, in some solvent insurance company or companies authorized to do business in the state of Mississippi, and satisfactory to the said beneficiary, with standard mortgage clause attached in favor of said beneficiary, or the legal holder of said note or notes, and shall have the policy or policies of insurance assigned and delivered to the legal holder or holders of the indebtedness secured hereby, and on failure so to do, then the legal holder of the note or notes, or either of them, may pay said taxes and assessments, redeem the property from any tax sale, or sales, if it has been sold, and insure said property, pay the premiums, and have a lien for the same, with interest at the rate of six per centum per annum from date until paid, and the trustee herein shall have all of the powers of sale or otherwise, in reference to said payments as for default in the payments of the original indebtedness, and the failure to promptly repay the legal holder or holders of the said note or notes, or either of them, any money so expended, upon demand, shall render the whole indebtedness herein secured, at the option of the legal holder of said indebtedness immediately due and payable. In event of loss or damage to the premises by fire or other hazard, the Grantors will give immediate notice by mail to the Beneficiary, who may make proof of loss if not made promptly by the Grantors, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Beneficiary instead of to the Grantors and the Beneficiary jointly, and the insurance proceeds or any part thereof, may be applied by the Beneficiary at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this Deed of Trust, or other transfer of title to the said premises in extinguishment of the indebtedness secured hereby, all right, title, and interest of the Grantors in and to any insurance policies then in force shall pass to the purchaser or grantee.

Third: If default be made in any payment of any installment or principal or interest or of any indebtedness herein provided for when the same may become due and payable, then the whole of the indebtedness secured in and by this instrument may, at the option of the beneficiary, and without notice to the Grantors, be declared immediately due and payable.

Fourth: A failure on the part of the beneficiary to exercise any option herein contained in the event of default being made, shall not constitute a waiver of the beneficiary's right to exercise said option in the event of any subsequent default.

Fifth: In case the grantors or either of them, or their vendees of the property herein conveyed, immediate or remote, should become insolvent, or apply to a bankruptcy court to be adjudicated a voluntary bankrupt, or proceedings be instituted to put them in involuntary bankruptcy, or should any proceedings be taken against the grantors, or their said vendees, immediate or remote, or either of them, looking to the appointment of a receiver, assignee, or trustee, then, and in either or any such case, all rents becoming due thereafter on the property herein conveyed shall be due and payable to the beneficiary herein, to be applied on the indebtedness secured hereby, and the whole indebtedness hereby secured, may, at the option of the said Beneficiary, or any holder of said indebtedness, be declared due and payable.

Sixth: The grantors further bind themselves not to abandon said property and covenant that waste will not be committed or suffered to be committed thereon, and a breach of either of these agreements and conditions shall cause the entire indebtedness, secured hereby, to become due and payable at the option of the said Beneficiary, or any holder of said indebtedness. It is further agreed that in event the undersigned grantors fail to keep in as good state of repair as they now are, the buildings and appurtenances hereinabove conveyed, that the Beneficiary herein shall have the right at Beneficiary's option to make needed repairs, betterments or improvements, and that any expenditure for such purpose will be a legitimate indebtedness against the undersigned and against the property embraced in this deed of trust, and the cost of any such repairs, betterments or improvements will become a part of the debt secured by this instrument.

Seventh: When any payment shall be made to Beneficiary, by the grantors herein, the said Beneficiary, or the legal holder of said note or notes or other indebtedness, shall have the exclusive right to make application of said payments to any part of the indebtedness hereby secured which either of them may elect, whether the indebtedness to which said payments may be applied be specifically 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 883 of the Mississippi Code of 1942 and amendments, if any, thereto, and make deed to the purchaser or purchasers thereof. Out of the proceeds arising from said sale, the costs and expenses of executing this Deed of Trust, including a ten (10%) percent trustee's fee, which is hereby agreed to be a reasonable trustee's fee, and the attorney's fee prescribed in said note or notes, shall first be paid, next the amount of said indebtedness then remaining unpaid shall be paid and lastly, any balance remaining shall be paid to the undersigned grantors or to their proper representatives, agents or assigns.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, the use of any gender shall be applicable to all genders, and the term "Beneficiary" shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

IN TESTIMONY WHEREOF, Witness the signature of the grantors on this the day and date first above written.

T & S HOMES, INC.

ATTEST:
Walter H. Starr, Jr.
Walter H. Starr, Jr., Secretary-Treasurer

BY: R. E. Turman
R. E. Turman, 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 _____

R. E. Turman and Walter H. Starr, Jr.

who severally acknowledged that they are President and Secretary-Treasurer respectively of T & S Homes, Inc.

a corporation, and that for and on behalf of said corporation and as its act and deed, they signed, sealed and delivered the above and foregoing instrument of writing on the day and in the year therein mentioned, they having been first duly authorized so to do.

GIVEN under my hand and official seal, this the 22nd day of March, 19 76

Babara Z. Criswell
Notary Public

My Commission expires 3-18-80

E CO. INC.
467
51 So.
Mississippi 38632

Trust

Chancery Court

Trust was filed for

record P. M., on

22 day of

March, 19 76

at _____

my office.

office this

_____ 19

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 1 o'clock 30 minutes P. M. 24 day of March 1976, and that the same has been recorded in Book 197 Page 559 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 25th day of March 1976.

Fees \$ 5.15 pd.

SEAL

H. P. Ferguson
CLERK

5.15

DEED OF TRUST

THIS DEED OF TRUST is made this 18th day of March, 1976, among the Grantor, CHARLES H. BRAND, JR. and wife, PATRICIA ANNE BRAND,

Tom B. Scott, Jr. (herein "Borrower"), and the Beneficiary, UNIFIRST FEDERAL SAVINGS & LOAN ASSOCIATION (herein "Trustee"), organized and existing under the laws of the United States of America, a corporation whose address is 525 East Capitol Street, 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 3, McAlister Acres Subdivision, in Section 18, Township 2 South, Range 8 West, as recorded in Plat Book 13, Page 15, in the office of the Chancery Clerk of DeSoto County, Mississippi, containing 4.3 acres, more or less.

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 Sixty 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 April 1, 2006; 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 327 PAGE 73 THIS 20 DAY OF Nov 1988 H. P. 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 reasonable require to assure that the lien of this Deed of Trust, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Deed of Trust shall continue unimpaired. Upon such payment and cure by Borrower, this Deed of Trust and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

20. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 18 hereof or abandonment of the Property, Lender, in person, by agent or by judicially appointed receiver shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the Receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Deed of Trust. Lender and the receiver shall be liable to account only for those rents actually received.

21. Future Advances. Upon request of Borrower, Lender, at Lender's option prior to release of this Deed of Trust, may make Future Advances to Borrower. Such Future Advances, with interest thereon, shall be secured by this Deed of Trust when evidenced by promissory notes stating that said notes are secured hereby.

22. Release. Upon payment of all sums secured by this Deed of Trust, Lender or Trustee shall cancel this Deed of Trust without charge to Borrower. If Trustee is requested to cancel this Deed of Trust, all notes evidencing indebtedness secured by this Deed of Trust shall be surrendered to Trustee.

23. Substitute Trustee. Lender at Lender's option may from time to time remove Trustee and appoint a successor Trustee to any Trustee appointed hereunder by instrument recorded in the county in which this Deed of Trust is recorded. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon the Trustee herein and by applicable law.

IN WITNESS WHEREOF, Borrower has executed this Deed of Trust.

Charles H. Brand, Jr. -Borrower

Patricia Anne Brand -Borrower

Lot 3, McAlister Acres s/d
Rt. 1, Box 23-C
Lake Cormorant, Miss. 38641
Property Address

STATE OF MISSISSIPPI, DESOTO COUNTY ss:

Personally appeared before me, the undersigned authority in and for said County and State, the within named Charles H. Brand, Jr. and Patricia Anne Brand who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and seal of office, on this the 18th day of March, A.D., 1976.

My Commission expires: 1-8-80

Deborah B. Anastro Notary Public



STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 2 o'clock and 55 minutes P.M. 24 day of March 1976 and that the same has been recorded in Book 197 Page 563 records of REAL ESTATE Trust Deed of said County.

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 2 o'clock 55 minutes P.M. 24th day of March 1976, and that the same has been recorded in Book 197 Page 563 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 25th day of March 1976.

Fees \$ 5.00 pd.

SEAL H. P. Ferguson CLERK

This 5 day of Oct 1918

The Hernando Bank
By B.P. Cook, Jr. Chairman

Attest
H.S. Ferguson

County Clerk
By O.W. McClean, D.C.

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 H. BRAND, JR. and wife, PATRICIA ANNE BRAND, Party
of the first part, hereinafter designated as the Grantor,

D. B. Bridgforth, Jr., Trustee, of the second part, hereinafter designated as Trustee, and
THE HERNANDO BANK,
Party of the third part, hereinafter designated as the Beneficiary.

WITNESSETH: That whereas the Grantor is justly indebted to the beneficiary in the full sum of
ELEVEN THOUSAND and NO/100 ----- DOLLARS

(^{CMS PB} \$ 11,000.00) evidenced by a promissory note of even date herewith in favor of
the beneficiary, bearing interest at the rate of 8 3/4 per centum per annum after
date , providing for the payment of attorney's fees in case of default and being due
and payable as follows, to-wit:

^{CMS PB} The sum of \$11,000.00, plus accrued interest, due and payable
on or before 180 days from date.

WHEREAS, the said grantor desires to secure the prompt payment at maturity of the aforesaid
indebtedness, as well as any extension of the same, or any part thereof, and any other or further
indebtedness in the way of future advances hereunder, or otherwise, that the grantor, or either of
them, may now or hereafter owe the beneficiary, as hereinafter provided:

NOW, THEREFORE, in consideration of the premises, and the further consideration of Ten 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 4, McAlister Acres Subdivision, in Section 18,
Township 2 South, Range 8 West, as recorded in Plat
Book 13, Page 15, 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 18th day of March, 1976

Charles H. Brand, Jr.
Charles H. Brand, Jr.

Patricia Anne Brand
Patricia Anne Brand

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 H. Brand, Jr. and Patricia Anne Brand, 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 March, 1976.
My Commission Expires 1-8-80
Deborah B. Ambro
Notary Public



STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 2 o'clock 55 minutes P M. 24th day of March 1976, and that the same has been recorded in Book 197 Page 567 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 25th day of March 1976.

Fees \$ 5.00 pd. SEAL *H. P. Jackson* CLERK

Notarized and Cancelled

This 29th day of July 1977

George S. McIngvale
Trustee

Affect
W. S. Ferguson
Chancery Clerk
DeSoto County, Miss. D.C.

FOR REAL ESTATE, CHATTEL, OR BOTH

Gayron B. Murphree, et ux

To { DEED OF TRUST
Security Bank of Hernando

THIS INDENTURE, Made this 19th day of March, 1976
between Gayron B. Murphree and wife, Diane B. Murphree

and Security Bank of Hernando

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 Eighteen Thousand Seventy-Four Dollars &

40/100 (\$18,074.40) evidenced by a promissory note of even date, bearing interest at 10% from maturity, due and repayable in 60 equal monthly installments of \$301.24 each, first of said installments shall be due MAY 5, 1976 and one installment due each succeeding month thereafter until paid in full

and any further amount that the party of the second part may furnish the party of the first part during the year 1976 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 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

family or any lands making with or under either as landlord or tenant as otherwise during the past 10 years on the land that may cultivate, or cause to be cultivated, or located or used as

A part of the northeast quarter of Section 31, Township 3 South, Range 7 West, DeSoto County, Mississippi, containing 20 acres, more or less, and being more particularly described as follows, to-wit: BEGINNING at a point on the south line of the northeast quarter of Section 31, that is 639.4 feet west of the southeast corner of the northeast quarter of said Section 31; running thence north 88 degrees and 30 minutes West, along the South line of the northeast quarter of said Section 31, for a distance of 759.8 feet to the East right of way line of the Illinois Central Rail road; thence north 9 degrees West, along the East right of way line of the Illinois Central Railroad for a distance of 886.4 feet to an iron stake; thence north 78 degrees East for a distance of 1018.8 feet to an iron stake; thence south 5 degrees west for a distance of 1110.0 feet to the point of beginning, containing 20 acres, more or less and being that same land conveyed to Gayron B. Murphree, et al, by Mrs. Marian K. Kimmell by warranty deed of date, August 6, 1969 and filed for record in Deed Book 79, page 589 of the Warranty Deed Records of DeSoto County, Mississippi; LESS AND EXCEPT one and one-half acres conveyed by Gayron B. Murphree, et ux,, et al, unto Loan H. Bramlett, by Warranty Deed on the 27th day of October, 1969 and filed for record on the 29th day of October, 1969, in Deed Book 81, page 583 in the office of the Chancery Court Clerk of DeSoto County, Mississippi; LESS AND EXCEPT eight and one-half acres, more or less, being a portion of the east one-half of the herein above described 20 acre parcel, said 8-1/2 acre parcel containing 169.90 feet to the road frontage of said Tract.

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 debt above stated the indebtedness on or before the maturity date thereof, then this instrument to be void, but in default thereof the said indebtedness 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 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 Y of the second part, its assigns or legal representatives, can at any time appoint a Trustee to act in his stead.

Witness: GUY signature: Gayron B. Murphree
Diane B. Murphree

STATE OF MISSISSIPPI, DeSOTO COUNTY.
Personally appeared before me the undersigned authority of said County, the within named Gayron B. Murphree and wife, Diane B. Murphree

who acknowledged that they signed and delivered the foregoing Deed of Trust on the day and year therein mentioned.

Given under my hand and official seal, this 19th day of March 1976
My Commission Expires: (SEAL) Notary Public Clerk
D. C.

STATE OF MISSISSIPPI, DeSOTO COUNTY.
of said County, this day personally appeared the above named one of the subscribing witnesses to the foregoing Deed of Trust, who, being first duly sworn,

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 1 o'clock 30 minutes P. M. 24th day of March 1976, and that the same has been recorded in Book 197 Page 570 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 25th day of March 1976.

Fees \$ 2.50 pd. SEAL H. P. Ferguson CLERK

H. V. Ferguson
CHANCERY CLERK

SOUTH PERKINS BRANCH-32

This Indenture, made by and between HARRY E. SHARPE and wife, SHERRY ANN SHARPE,

party of the first part; J. R. WILSON AND W. W. CLAYBORNE party of the second part, as Trustee; and UNION PLANTERS NATIONAL BANK

party of the third part, WITNESSETH:

That, for and in consideration of One Dollar cash in hand paid, the receipt of which is hereby acknowledged, and for the purpose of securing the payment of the indebtedness hereinafter described, the party of the first part does hereby convey and warrant unto the party of the second part, as Trustee, and his successors in trust, the following described real estate situated in the County of DeSoto and State of Mississippi, to-wit:

6.34 acres in the northeast quarter of Section 34, Township 2, Range 9 West, described as BEGINNING at a point 40 feet west of the southeast corner of the northeast quarter of said Section 34; thence south 86° 04' west 1,043.5 feet along the south line of said quarter Section to an iron pin; thence north 40' west 265.0 feet to an iron pin; thence north 86° 04' east 1,043.5 feet to a point 40 feet west of the east line of said Section 34; thence south 40' east 265 feet to the point of beginning and containing 6.34 acres as shown by the survey of J. E. Lauderdale, P.E.

It is a condition of this instrument that in the event of any default in any of the terms and conditions of any deed of trust, the lien of which may be or become prior and paramount to the lien of this instrument, then and in every such event, the owner of any part of the indebtedness secured by this instrument may, at his option, declare the indebtedness secured by this instrument due for all purposes, and foreclosure may be had hereunder as in the case of any other default hereunder. The owner of any part of the indebtedness secured hereby may, at his discretion, advance and pay any such sum or sums as shall be necessary in order that the terms and conditions of any Deed of Trust, the lien of which is then prior and paramount to the lien of this instrument, may be complied with, and such amounts so paid shall be secured by the lien of this instrument and shall bear interest from date of such payment at the then highest lawful legal rate and shall be treated as part of the expenses of administering this trust, and the advancement of such sum or sums shall in no way limit or bar the above-said option to accelerate said indebtedness.

This conveyance is made in trust, however, to secure the payment of \$23,353.68, evidenced by the following promissory notes of even date herewith: executed by Harry E. Sharpe and wife, Sherry Ann Sharpe, payable to the order of Union Planters National Bank of Memphis ("Bank") at its place of business in Memphis, Tennessee, in the amount of \$23,353.68 in eighty-four monthly instalments being in the sum of \$278.02 each, on the 23rd day of each month, beginning April 23, 1976, until this note is fully paid. Any instalment of principal not paid when due shall bear interest after its due date at the maximum rate of interest which Bank, as a national bank, is permitted by law to contract for and charge on the date of this loan.

and any further sums which the party of the third part, or any holder or holders of the notes hereby secured may advance to take care of taxes, insurance, or prior encumbrances on the above-described real estate, or any part thereof.

The party of the first part agrees to keep all of the taxes and special assessments on the above described land paid, and if he fails so to do, the holder or holders of the above described notes may pay said taxes and assessments and the amounts so paid, with interest at the rate of eight per cent per annum from date of payment to date of reimbursement, shall become a part of the indebtedness secured hereby.

The party of the first part agrees to keep the improvements on said property in a good state of repair, and to insure the same against loss by fire and tornado in some responsible insurance company approved by the party of the third part, or his assigns, for the insurable value thereof, with a regulation mortgagee's subrogation clause attached to each policy making said insurance payable in case of loss to the party of the third part as his interest may appear, and to deliver the policy or policies and renewal receipts therefor to said party of the third part. In case of the failure of the party of the first part to keep said buildings so insured, the party of the third part, or his assigns, may effect such insurance and the amount so paid, with interest at the rate of eight per cent per annum from date of payment to date of reimbursement, shall become a part of the indebtedness secured hereby.

NOW, THEREFORE, if the party of the first part shall pay all of the indebtedness secured hereby this conveyance shall be null and void and shall be released at his expense, but if said party of the first part shall fail to pay said notes, or any of them, or any part thereof, or the interest thereon, when due, or shall fail to pay the taxes and special assessments on said property prior to the date of sale thereof for delinquent taxes, or shall fail to pay all items due or account of insurance as provided herein, then all of the indebtedness secured hereby shall, at the option of the holder or holders of said notes, become due and payable, and the party of the first part hereby authorizes and fully empowers said trustee, or any successor in trust, upon any such default to proceed to sell the property hereinabove described to pay the amount then due hereunder. The sale of said real estate shall be made at the front door of any Court House in the County where any of said real estate is situated at the time of the sale, within legal hours, at public outcry to the highest bidder for cash, after the acting trustee has given notice of the time, place and terms of said sale according to the laws of the State of Mississippi governing sales of lands under trust deeds in force at the time the publication of said notice is begun. The acting trustee may sell said property without taking possession of the same, and is authorized to appoint an agent and auctioneer to make such sale in his absence, which sale shall be as valid as if made by said trustee.

From the proceeds of said sale the acting trustee shall first pay the cost of executing this trust, including a reasonable fee for himself and his attorney; then he shall pay any sums advanced by the party of the third part on account of taxes or insurance on said property; then he shall pay any balance of principal and interest which shall be due on the indebtedness secured hereby; and if any balance then remains in his hands he shall pay the same to the party of the first part, his heirs or assigns.

The party of the third part, or any holder of the above described notes, may at any time appoint another Trustee in the place and stead of the party of the second part, or any successor or successors in trust.

If more than one person joins in this instrument as party of the first part, it is agreed that whenever the words "party of the first part" occur they are to read as if written "parties of the first part."

Witness the signature of the party of the first part, on this the 18th day of March, 1976

Harry E. Sharpe
Sherry Ann Sharpe

STATE OF TENNESSEE
COUNTY OF SHELBY

Personally appeared before me, the undersigned Notary Public, in and for the State and County aforesaid, the within named

HARRY E. SHARPE and wife, HENRY ANN SHARPE,

who acknowledged that the Y signed and delivered the foregoing trust deed on the day and year therein mentioned as their voluntary act and deed.

Given under my hand and seal this the 18 day of March

My Commission expires: 1-22-79



This instrument prepared by:
Clyde M. Crutchfield, Attorney
12 South Main Street
Memphis, Tennessee

Return to: Mr. Robert W. Marshall
Union Planters National Bank
Installment Credit Department
100 North Main Street
Memphis, Tennessee

TITLE IN
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Page

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for the

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County of

STATE of

UNION

J. R.

W. N.

HARRY

TR

MID-SOU

32-

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 30 minutes A M. 25th day of March 1976, and that the same has been recorded in Book 197 Page 571 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 25th day of March 1976.

Fees \$ 3.00 pd.

SEAL H. P. Ferguson CLERK

anted
sses.

CANCELLED BY AUTHORITY RECORDED IN BOOK
213 PAGE 16
JUN 27 DAY OF June 1977
J. S. Ferguson
CHANCERY CLERK

This Indenture, made by and between

Kenneth H. Morgan and wife, Linda Gail Morgan, parties

party of the first part, Tommy Ramer

party of the second part, as Trustee; and

Commercial and Industrial Bank

party of the third part, WITNESSETH:

That, for and in consideration of One Dollar cash in hand paid, the receipt of which is hereby acknowledged, and for the purpose of securing the payment of the indebtedness hereinafter described, the party of the first part does hereby convey and warrants unto the party of the second part, as Trustee, and his successors in trust, the following described real estate situated in the County of DeSoto and State of Mississippi, to-wit:

Lot 239, Section A-1, Southaven Subdivision, in Section 14, Township 1 South, Range 8 West, as per plat thereof recorded in Plat Book 2, Page 41 and 42, in the office of the Chancery Clerk of DeSoto County, Mississippi.

This conveyance is made in trust, however, to secure the payment of \$16,779.00 evidenced by the following promissory notes of even date herewith:

One principal note of even date repayable in Eighty-Four (84) monthly installments in the amount of One Hundred Ninety-Nine and 75/100 Dollars (\$199.75) each; first of said installments being due and payable on April 18, 1976 and one of such installments on the 18th of each month thereafter until said debt is paid in full.

and any further sums which the party of the third part, or any holder or holders of the notes hereby secured may advance to take care of taxes, insurance, or 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 so, the holder or holders of the above described notes may pay said taxes and assessments and the amounts so paid, with interest at the rate of eight per cent per annum from date of payment to date of reimbursement, shall become a part of the indebtedness secured hereby.

The party of the first part agrees to keep the improvements on said property in a good state of repair, and to insure the same against loss by fire and tornado in some responsible insurance company approved by the party of the third part, or his assigns, for the insurable value thereof, with a regulation mortgagee's subrogation clause attached to each policy making said insurance payable in case of loss to the party of the third part as his interest may appear, and to deliver the policy or policies and renewal receipts therefor to said party of the third part. In case of the failure of the party of the first part to keep said buildings so insured, the party of the third part, or his assigns, may effect such insurance and the amount so paid, with interest at the rate of eight per cent per annum from date of payment to date of reimbursement, shall become a part of the indebtedness secured hereby.

NOW, THEREFORE, if the party of the first part shall pay all of the indebtedness secured hereby this conveyance shall be null and void and shall be released at his expense, but if said party of the first part shall fail to pay said notes, or any of them, or any part thereof, or the interest thereon, when due, or shall fail to pay the taxes and special assessments on said property prior to the date of sale thereof for delinquent taxes, or shall fail to pay all items due on account of insurance as provided herein, then all of the indebtedness secured hereby shall, at the option of the holder or holders of said notes, become due and payable, and the party of the first part hereby authorizes and fully empowers said trustee, or any successor in trust, upon any such default to proceed to sell the property hereinabove described to pay the amount then due hereunder. The sale of said real estate shall be made at the front door of any Court House in the County where any of said real estate is situated at the time of the sale, within legal hours, at public outcry to the highest bidder for cash, after the acting trustee has given notice of the time, place and terms of said sale according to the laws of the State of Mississippi governing sales of lands under trust deeds in force at the time the publication of said notice is begun. The acting trustee may sell said property without taking possession of the same, and is authorized to appoint an agent and auctioneer to make such sale in his absence, which sale shall be as valid as if made by said trustee.

From the proceeds of said sale the acting trustee shall first pay the cost of executing this trust, including a reasonable fee for himself and his attorney; then he shall pay any sums advanced by the party of the third part on account of taxes or insurance on said property; then he shall pay any balance of principal and interest which shall be due on the indebtedness secured hereby; and if any balance then remains in his hands he shall pay the same to the party of the first part, his heirs or assigns.

The party of the third part, or any holder of the above described notes, may at any time appoint another Trustee in the place and stead of the party of the second part, or any successor or successors in trust.

If more than one person joins in this instrument as party of the first part, it is agreed that whenever the words "party of the first part" occur they are to read as if written "parties of the first part."

Witness the signature of the party of the first part, on this the 15th day of March, 1976

Gary Mills, Loan Officer

Kenneth H. Morgan
Linda Gail Morgan

STATE OF Tennessee
COUNTY OF Shelby

Personally appeared before me, the undersigned Notary Public, in and for the State and County aforesaid, the within named

Kenneth H. Morgan and Linda Gail Morgan

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 15th day of March, 1976



[Signature]
Notary Public.

*Commercial & Industrial
Box 107
Memphis, Tenn
38101
Chg 3.00*

Division Offices
100 North Main Building
P.O. Box 2073
Memphis, Tennessee 38103
Phone (901) 528-4343

DEED

in and wife,
in parties
TRUSTEE
Industrial Bank
March
Clerk
I hereby certify that the
filed for record in my
A.M., and has been
I seal, this
19
Clerk
only guaranteed
late title losses.

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock
30 minutes A.M. 25th day of March 1976, and that the same has
been recorded in Book 197 Page 573 records of REAL ESTATE Trust Deed
of said County.

Witness my hand and seal this the 25th day of March 1976.

Fees \$ 3.00 pd.

SEAL [Signature] 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 Six Thousand Six Hundred Fifty and 10/100 Dollars (\$26,650.00--), with interest from date at the rate of Seven and 3/4----- per centum (7 3/4 %) per annum on the balance remaining from time to time unpaid; principal and interest being payable at the office of National Mortgage Company, 4041 Knight ARNOLD Road , or at such other place as the holder may in Memphis, Tenn. 38118 designate, in writing delivered or mailed to the Grantor, in monthly installments of One Hundred Ninety One and 8/100 Dollars (\$ 191.08----), commencing on the first day of May , 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 April, 2006. .

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) ha[s] hereunto set his hand(s) the day and year herein first written above.

Kenneth H. Tucker
Kenneth H. Tucker

Peggy L. Tucker
Peggy L. Tucker

STATE OF ~~MISSISSIPPI~~ TENNESSEE } ss:
COUNTY OF SHELBY

Personally appeared before me *M. Haefer*, the undersigned *Notary Public* in and for said County, the within named KENNETH H. TUCKER and PEGGY L. TUCKER, his wife, who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and seal this 22nd day of March, 1976.

M. Haefer

My Commission Expires June 11, 1977

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 1 o'clock 30 minutes P M. 25th day of March 1976, and that the same has been recorded in Book 197 Page 575 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 25th day of March 1976.

Fees \$ 5.50 pd.

SEAL

H. P. Ferguson CLERK

STATE

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KENNETH H.

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STATE OF MISSISSIPPI

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RECORDED BY AUTHORITY. RECORDED IN 441 PAGE 161 IS 24 DAY OF June 88 W. D. DAVIS Chancery Clerk BY K. Cole PC.

Assignment of this Instrument Recorded in Real Estate TID Book No. 218 Page 425 This the 16 day of Nov 1975 H. D. Ferguson Clerk

Assignment of this Instrument Recorded in Real Estate TID Book No. 198 Page 265 This the 9 day of April 1976 H. D. Ferguson Clerk

VA Form 24-4321 (Home Loan) Revised December 1968. Use Optional Section 1810, Title 38, U.S.C. Acceptable to Federal National Mortgage Association.

PREPARED BY MORRIS WHITMAN, ATTY. 4041 Knight Arnold Road Memphis, Tenn. 38118

MISSISSIPPI

DEED OF TRUST

D-34997-SR

THIS DEED OF TRUST, made and entered into this 16th day of March, 1976, by and between

Kenneth W. Miller, Jr. and wife, Betty F. Miller

, hereinafter called the Grantor;

Delta Title Company, hereinafter called the Trustee, and

and existing under the laws of National Mortgage Company, a corporation organized post-office address at State of Tennessee, having its principal office and Beneficiary: 4041 Knight Arnold Road, Memphis, Tenn. 38118, hereinafter called the

WITNESSETH, That the Grantor, in consideration of the debt and trust hereinafter mentioned, and the sum of One Dollar (\$1.00) to the Grantor paid by the Trustee, the receipt whereof is hereby acknowledged, does by these presents grant, bargain, sell, convey, and warrant unto the Trustee, the following-described property, situated in the County of Desoto, State of Mississippi, to wit:

Lot 725, Section 8, South 1/2, And Section East of Cow Pen Creek, Desoto Village Subdivision as shown on plat of record in plat book 8, pages 16-21, in Section 33, Township 1, South, Range 8 West, in the office of The Chancery Clerk Of Desoto County, Mississippi, being more particularly described as follows: Beginning at a chisel mark in the east line of Tulane Road 305.0 feet northwestwardly from the point of intersection of said east line and the north line of Fair Meadow Drive; thence northwestwardly 65.0 feet with the east line of Tulane Road to an iron pipe in the southwest corner of lot 724; thence northeastwardly 150.0 feet with the south line of lot 724 to an iron pipe in the northwest corner of lot 688; thence southeastwardly 65.0 feet with the west line of lot 688 to a wooden stake in the northeast corner of lot 726; thence southwardly 150.0 feet with the north line of lot 726 to the point of beginning, as per survey by Acme Survey Company dated February 11, 1976.

Property Address: 7114 Tulane Road Horn Lake, Miss. 38637

Mail Tax Bills to: National Mortgage Company 4041 Knight Arnold Road Memphis, Tenn. 38118

Should the Veterans Administration fail or refuse to issue its guaranty of the loan secured by this mortgage under the provisions of the Serviceman's Readjustment Act of 1944, as amended, within sixty days from the date the loan would normally become due and payable for such guaranty, the mortgagee herein may, at its option, declare all sums secured by this mortgage immediately due and payable. The mortgagee herein may also, at its option, declare all sums secured by this mortgage immediately due and payable if the Veterans Administration Act, as amended, is not in effect at the time the record on this instrument which supports a mortgage with the sale or occupancy of the mortgaged property is the basis of such, color or trust. Upon any violation of this condition, the mortgage 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 Grantors to pay to the holder of the indebtedness in addition to and concurrent to the weekly installment of principal and interest and amount for taxes and hazard insurance, a sum equal to one month of the annual flood insurance premium in the event the holder of the indebtedness requires flood insurance and same is available under the Federal Flood Insurance Act of 1955 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;

To HAVE AND TO HOLD the same unto the Trustee and unto his successors and assigns, forever.

IN TRUST, HOWEVER, to secure to the Beneficiary named above, the payment of a certain promissory note of even date herewith in the principal sum of *Twenty Six Thousand Nine Hundred and no/100---* Dollars (\$ 26,900.00--), with interest from date at the rate of *Seven and 3/4-----* per centum (7-3/4%) per annum on the balance remaining from time to time unpaid; principal and interest being payable at the office of *National Mortgage Company, 4041 Knight Arnold Road* in *Memphis, Tenn.*, or at such other place as the holder may designate, in writing delivered or mailed to the Grantor, in monthly installments of *One Hundred Ninety Two 5* Dollars (\$ 192.87---), commencing on the first day of *April*, 19 *76*, and continuing on the *87/100--* first day of each month thereafter until principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of *March, 2006*.

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) has hereunto set his hand(s) the day and year herein first written above.

Kenneth W. Miller, Jr.
Kenneth W. Miller, Jr.

Betty F. Miller
Betty F. Miller

STATE OF ~~MISSISSIPPI~~ TENNESSEE }
COUNTY OF SHELBY }

Personally appeared before me *Albert J. Lehman* the undersigned Notary public in and for said County, the within named *Kenneth W. Miller, Jr.* and *Betty F. Miller*, his wife, who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and seal this 16th day of March, 19 76.

My Commission Expires April 5, 1978

Albert J. Lehman
Notary Public
SHELBY COUNTY, TENNESSEE

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 1 o'clock 30 minutes P M. 25th day of March 1976, and that the same has been recorded in Book 197 Page 579 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 25th day of March 1976.

Fees \$ 5.50 pd.

SEAL

H. P. Ferguson
CLERK

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Lots 230, 231, 232, 233, 234, 235 + 337
Partial Release of this Instrument Recorded in
Real Estate 710 Book
No. 204 Page 239
This 23 day of Sept 19 76
H. S. Ferguson Clerk

Deed of Trust

To

THIS DEED OF TRUST, Made and entered into this the 4th day of March, 19 76
by and between Albertine McCrory Builders, Inc.

of the first part, hereinafter designated as the GRANTORS; Delta Title Company
Trustee, of the second part, hereinafter designated as TRUSTEE; and National Mortgage Company
of the third part, hereinafter designated as the BENEFICIARY.

WITNESSETH: THAT WHEREAS the Grantors are justly indebted to the Beneficiary in the full sum of
Seven Hundred Thirty One Thousand Five Hundred & No/100 - - - - - DOLLARS
(\$ 731,500.00), 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 Albertine McCrory Builders, Inc., and being given for value
received. Privilege is given and reserved so that the party of the first part,
their successors and assigns may at anytime obtain a release from lien of this
instrument upon payment to the holder of the above described note the amount of
\$38,500.00 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 particularly described
as follows, to-wit:

Lots 53, 54, 62, 75, 76, 77, 78, 85, 89, 90 and 91, Section A Revised, Greenbrook
Subdivision, in Section 19, Township 1 South, Range 7 West, as per plat thereof
in Plat Book 8, Pages 53 and 54;

Lots 230, 231, 232, 233, 234, 235 and 377, Section B, Revised, Greenbrook Sub-
division, in Section 19, Township 1 South, Range 7 West, as per plat thereof in
Plat Book 8, Pages 51 and 52;

Lot 517, Section C, Revised, Greenbrook Subdivision in Section 19, Township 1
South, Range 7 West, as per plat thereof in Plat Book 8, Pages 49 and 50, all
recorded in the Office of the Chancery Clerk of DeSoto County, Mississippi.

CANCELLED BY AUTHORITY RECORDED IN BOOK
255 PAGE 420
THIS 14 DAY OF Feb 19 80
A. B. Ferguson
CHANCERY CLERK

59,63-66,75,76,
17,501-509,512-516,
517,524-242,303-305-307,392-601,604-610,
612-621

Partial Release of this Instrument Recorded in
Real Estate 710 Book
No. 230 Page 749
This 14 day of Sept 19 78
H. S. Ferguson Clerk
Lot # 85

Partial Release of this Instrument Recorded in
Real Estate 710 Book
No. 208 Page 716
This 24 day of Feb 19 77
H. S. Ferguson Clerk

This is a construction loan and should the improvements be left in an incompleated condition at the time when the contract, according to its terms is to be completed, or if completed, subject to any unpaid bills for labor or material, such condition shall constitute an event of default and the entire secured indebtedness shall in that event become accelerated and matured for the purpose of foreclosure at the option of the holder, who shall not be required to give any notice other than the advertisement for foreclosure provided herein. The money hereby shall be advanced as construction progresses upon requisition made by the borrowers for work and material also completed or installed upon the premises to be based on estimates approved by an appraiser of the holder.

It is understood and agreed that this conveyance is made subject to and the parties hereto have agreed on and are bound by and will observe and fulfill the following covenants, stipulations and conditions as obligatory upon the respective parties:

First: This deed of trust secures not only the aforementioned indebtedness but also such future and additional advances as may be made to the grantors, or either of them, by the beneficiary in a sum of not exceeding \$100,000.00 (the beneficiary to be the sole judge as to whether or not any such future or additional advancements will be made), as well as any additional indebtedness heretofore, now, or hereafter contracted with the beneficiary by the grantors, or either of them, before the cancellation of record of this instrument, whether such indebtedness be represented by promissory notes, open account, over-draft or otherwise, including also any indebtedness of any grantor made as joint maker, surety, endorser or guarantor, together with all extensions and renewals of any of the aforementioned obligations, or any part thereof, and whether otherwise secured or not.

Second: The grantors herein shall pay all taxes and assessments, general or special, which may be levied or assessed upon the property herein described promptly when the same shall become due, and keep the improvements situated upon said land insured at all times during the continuance of this deed of trust against loss or damage by fire, storm and other hazard for the maximum amount of insurance obtainable or in such amount as may be approved by the beneficiary, in some solvent insurance company or companies authorized to do business in the state of Mississippi, and satisfactory to the said beneficiary, with standard mortgage clause attached in favor of said beneficiary, or the legal holder of said note or notes, and shall have the policy or policies of insurance assigned and delivered to the legal holder or holders of the indebtedness secured hereby, and on failure so to do, then the legal holder of the note or notes, or either of them, may pay said taxes and assessments, redeem the property from any tax sale, or sales, if it has been sold, and insure said property, pay the premiums, and have a lien for the same, with interest at the rate of six per centum per annum from date until paid, and the trustee herein shall have all of the powers of sale or otherwise, in reference to said payments as for default in the payments of the original indebtedness, and the failure to promptly repay the legal holder or holders of the said note or notes, or either of them, any money so expended, upon demand, shall render the whole indebtedness herein secured, at the option of the legal holder of said indebtedness immediately due and payable. In event of loss or damage to the premises by fire or other hazard, the Grantors will give immediate notice by mail to the Beneficiary, who may make proof of loss if not made promptly by the Grantors, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Beneficiary instead of to the Grantors and the Beneficiary jointly, and the insurance proceeds or any part thereof, may be applied by the Beneficiary at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this Deed of Trust, or other transfer of title to the said premises in extinguishment of the indebtedness secured hereby, all right, title, and interest of the Grantors in and to any insurance policies then in force shall pass to the purchaser or grantee.

Third: If default be made in any payment of any installment or principal or interest or of any indebtedness herein provided for when the same may become due and payable, then the whole of the indebtedness secured in and by this instrument may, at the option of the beneficiary, and without notice to the Grantors, be declared immediately due and payable.

Fourth: A failure on the part of the beneficiary to exercise any option herein contained in the event of default being made, shall not constitute a waiver of the beneficiary's right to exercise said option in the event of any subsequent default.

Fifth: In case the grantors or either of them, or their vendees of the property herein conveyed, immediate or remote, should become insolvent, or apply to a bankruptcy court to be adjudicated a voluntary bankrupt, or proceedings be instituted to put them in involuntary bankruptcy, or should any proceedings be taken against the grantors, or their said vendees, immediate or remote, or either of them, looking to the appointment of a receiver, assignee, or trustee, then, and in either or any such case, all rents becoming due thereafter on the property herein conveyed shall be due and payable to the beneficiary herein, to be applied on the indebtedness secured hereby, and the whole indebtedness hereby secured, may, at the option of the said Beneficiary, or any holder of said indebtedness, be declared due and payable.

Sixth: The grantors further bind themselves not to abandon said property and covenant that waste will not be committed or suffered to be committed thereon, and a breach of either of these agreements and conditions shall cause the entire indebtedness, secured hereby, to become due and payable at the option of the said Beneficiary, or any holder of said indebtedness. It is further agreed that in event the undersigned grantors fail to keep in as good state of repair as they now are, the buildings and appurtenances hereinabove conveyed, that the Beneficiary herein shall have the right at Beneficiary's option to make needed repairs, betterments or improvements, and that any expenditure for such purpose will be a legitimate indebtedness against the undersigned and against the property embraced in this deed of trust, and the cost of any such repairs, betterments or improvements will become a part of the debt secured by this instrument.

Seventh: When any payment shall be made to Beneficiary, by the grantors herein, the said Beneficiary, or the legal holder of said note or notes or other indebtedness, shall have the exclusive right to make application of said payments to any part of the indebtedness hereby secured which either of them may elect, whether the indebtedness to which said payments may be applied be specifically mentioned in this deed of trust or not.

Eighth: If the property conveyed herein should be situated in two or more counties or in two judicial districts of the same county, then the trustee or any successor in said trust, shall have full power, in case he is directed to foreclose under this instrument, to select in which county, or judicial district, the sale of all of the above property shall be made and his selection shall be binding upon the grantors and the Beneficiary and all persons claiming through or under them, whether by contract or by law. The trustee or any successor in said trust shall have full power to fix the day, time, terms and place of sale and shall also have full power to conduct any sale hereunder through an agent duly appointed by him for that purpose but said appointment of agent need not be recorded.

Ninth: The grantors waive the provisions of Chapter 248, Laws of Mississippi of 1934, and laws amendatory thereof, 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 installment thereon, or of any installment of interest, or in the payment of taxes or insurance as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other covenant herein contained, then in that event the entire principal sum secured hereby, with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, or successors, shall, 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 883 of the Mississippi Code of 1942 and amendments, if any, thereto, and make deed to the purchaser or purchasers thereof. Out of the proceeds arising from said sale, the costs and expenses of executing this Deed of Trust, including a ten (10%) percent trustee's fee, which is hereby agreed to be a reasonable trustee's fee, and the attorney's fee prescribed in said note or notes, shall first be paid, next the amount of said indebtedness then remaining unpaid shall be paid and lastly, any balance remaining shall be paid to the undersigned grantors or to their proper representatives, agents or assigns.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, the use of any gender shall be applicable to all genders, and the term "Beneficiary" shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

IN TESTIMONY WHEREOF, Witness the signature of the grantors on this the day and date first above written.

ALBERTINE MCCRODY BUILDERS, INC.

Gary Albertine
GARY ALBERTINE, PRESIDENT

Charlie McCrody
CHARLIE MCCRODY, SECRETARY

TENNESSEE
STATE OF ~~MISSISSIPPI~~
COUNTY OF SHELBY

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 _____

TENNESSEE
STATE OF ~~MISSISSIPPI~~
COUNTY OF SHELBY

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named
Gary Albertine and Charlie McCrory

who severally acknowledged that they are President and Secretary respectively of
Albertine McCrory Builders, Inc.

_____ a corporation, and that for and on behalf of said corporation
and as its act and deed, they signed, sealed and delivered the above and foregoing instrument of writing on the day
and in the year therein mentioned, they having been first duly authorized so to do.

GIVEN under my hand and official seal, this the 4th day of March

Notary Public

My Commission expires Sept 13, 1977



TRUST
ALBERS, INC.
FANY
ry Court
was filed for
P. M., on
1976
day of
age
office
this
ry 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. 25th day of March 1976, and that the same has
been recorded in Book 197 Page 583 records of REAL ESTATE Trust Deed
of said County.

Witness my hand and seal this the 25th day of March 1976.

Fees \$ 7.70 pd.

SEAL

H. P. Johnson CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK

198 PAGE 44

THIS 1 DAY OF April 1976

H. D. Ferguson
CHANCERY CLERK

DEED OF TRUST

THIS DEED OF TRUST is made this 25th day of March 1976 among the Grantor, WILLIAM L. HEINRICH and wife JUDY L. HEINRICH, (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 210, Section B, Eastover Subdivision, in Section 29, Township 1, Range 6, as shown on plat thereof recorded in Plat Book 12, Pages 36-38, 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 part of the purchase price of the above described property.

which has the address of 7261 Buckboard Cove, Olive Branch, Mississippi, 38654 (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 March 25, 1976 (herein "Note"), in the principal sum of THIRTY-SIX THOUSAND EIGHT HUNDRED and NO/100 Dollars, with interest thereon, providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on April 1, 2006; 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 or Lender when given in the manner designated for in this Deed of Trust shall be deemed to have been given to Borrower or Lender.

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 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, 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 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.

William L. Heinrich
-----Borrower

Judy L. Heinrich
-----Borrower

STATE OF MISSISSIPPI, DESOTO County ss:

On this... 25th ... day of ... March ... 1976, personally appeared before me, the undersigned authority in and for said County and State, the within named ... William L. Heinrich ... and wife, Judy L. Heinrich ... 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:

1-8-80

Deborah B. Ansbach
Notary Public



RETURN TO:
W. F. R. & E., LTD.
P. O. BOX 241
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 50 minutes A. M. 26 day of Mar. 1976, and that the same has been recorded in Book 197 Page 587 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 26 day of Mar. 1976.

Fees \$ 5.00 pd.

SEAL *H. H. Ferguson* CLERK

5.0070

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 W. I. LaRue
of Hernando, Mississippi the beneficiary, does hereby certify that a certain trust deed
bearing date the 24th day of January 19 75, made and executed by Carlton W. Brown, et ux
of _____ to
the above named beneficiary, and recorded in the office of the Chancery Clerk of DeSoto
County, in the State of Mississippi in Real Estate Trust Deed Record No. 183 on page 34
of the Record of Trust Deeds, on the 27th day of January, A. D. 19 75, is now fully paid
and satisfied, and I do hereby authorize the Clerk of the Chancery Court of said
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.

W. I. LaRue
W. I. LaRue

STATE OF MISSISSIPPI, } ss.
DeSoto County.

Personally came and appeared before me, the undersigned authority notary public
in and for County and State aforesaid, W. I. LaRue who acknowledged that he signed and
delivered the above and foregoing instrument on the day and date for the purpose therein mentioned.

Given under my hand and seal of office this 23rd day of March A. D. 19 76

My Commission Expires: 5-1-78

Leicester Kelly
Notary Public

LAWRENCE-GREENWOOD 27544

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 8 o'clock
55 minutes A. M. 24 day of Mar. 1976, and that the same has
been recorded in Book 197 Page 591 records of REAL ESTATE Trust Deed
of said County.

Witness my hand and seal this the 26 day of Mar. 1976.

Fees \$ 2.50 pd.

SEAL H. P. Ferguson CLERK

Mississippi Bankers Association
Form No. 1
(Revised Dec. 1955)
L A N D

DEED OF TRUST LAND

THIS INDENTURE, this day made and entered into between

LAVERNE WALTERS and wife, MARTHA WALTERS,

of the first part, hereinafter designated as the Grantor,

William H. Austin, Jr., Trustee, of the second part, hereinafter designated as Trustee, and

FIRST NATIONAL BANK, HERNANDO, MISSISSIPPI,

of the third part, hereinafter designated as the Beneficiary.

WITNESSETH: That whereas the Grantor is justly indebted to the beneficiary in the full sum of
THREE THOUSAND AND NO/100 - - - - - DOLLARS
(\$3,000.00) evidenced by one (1) promissory note of even date herewith in favor of
the beneficiary, bearing interest at the rate of ten (10) per centum per ----- annum after
date , providing for the payment of attorney's fees in case of default and being due
and payable as follows, to-wit:

On or before Sixty (60) days after date, being May 29, 1976.

WHEREAS, the said grantor desires to secure the prompt payment at maturity of the aforesaid indebtedness, as well as any extension of the same, or any part thereof, and any other or further indebtedness in the way of future advances hereunder, or otherwise, that the grantor, or either of them, may now or hereafter owe the beneficiary, as hereinafter provided:

NOW, THEREFORE, in consideration of the premises, and the further consideration of Ten Dollars (\$10.00) cash in hand paid by the aforesaid trustee, the receipt of which is hereby acknowledged, the grantor does hereby convey and warrant unto the said trustee, the property situated in the

County of DeSoto,

State of Mississippi, and more particularly described as follows, to-wit:

Lot 2, Colonial Estates Subdivision, in Section 25, Township 3 South, Range 8 West, (DeSoto County, Mississippi,) as shown on the recorded plat of said subdivision in Plat Book 4, Page 22-A in the Office of the Chancery Clerk of DeSoto County, Mississippi.

Copyright Mississippi Bankers Association

Paid, Satisfied and Cancelled

This 25th day of August 1976

James H. Johnson
Trustee
John H. Johnson
Beneficiary

Attest
H. G. Ferguson
Chancery Clerk

E. Miller

Together with all the hereditaments and appurtenances thereunto appertaining, as far as they may now or hereafter, during the term of this deed of trust, belong to or be used in connection with the occupancy of any building on the said land, or that may be hereafter erected thereon, all heating and ventilating apparatus, gas, electric light and other fixtures, whether attached to said premises or detached therefrom.

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary herein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment of interest as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other covenant herein contained, then and in that event the entire principal sum secured hereby with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, or the owner or holder of said note or notes, be and become at once due and payable, and the trustee herein named, or his successor or successors, shall, at the request of the beneficiary, or at the request of any owner or holder of the note or notes secured hereby, sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid. Such sale shall be made by giving notice of the time, place and terms of sale as required by Section 383 of the Mississippi Code of 1942 and amendments if any thereto, and the trustee shall make deed to the purchaser or purchasers. Should the beneficiary, or the owner or holder of the note or notes secured hereby be a corporation, then in such event a declaration of default to the trustee, and a request for sale hereunder, may be made by any officer thereof. If the land covered hereby is situated in two or more counties, or in two judicial districts of the same county, the trustee may sell the whole in any of the counties, or in either of the judicial districts of a county in which any part of the land lies. Out of the proceeds of sale the trustee shall first pay the cost of advertising and making the sale; and secondly, he shall pay whatever items may have been incurred and remain unpaid in the protection of this security; then he shall pay such of the items of indebtedness secured hereby as may be outstanding in the order of their maturity, and any balance remaining in his hands shall be delivered to the grantor, or to his proper representatives, agents or assigns.

It is agreed and understood, by and between the parties hereto that this conveyance is executed and intended to be, and is hereby made subject to the following covenants, stipulations and conditions, all of which shall be binding upon the parties hereto and each of them.

First. In addition to the indebtedness specifically mentioned above, and any and all extensions or renewals of the same, or any part thereof, this conveyance shall also cover such future and additional advances as may be made to the grantor, or either of them, by the beneficiary, not to exceed the sum of \$125,000.00, the beneficiary to be the sole judge as to whether or not such future and additional advances shall be made. In addition to all of the above, it is intended that this conveyance shall secure, and it does secure any and all debts, obligations, or liabilities, direct or contingent, of the grantor herein, or either of them, to the beneficiary, whether now existing or hereafter arising at any time before actual cancellation of this instrument on the public records of mortgages and deeds of trust, whether the same be evidenced by note, open account, over-draft, endorsement, guaranty or otherwise.

Second. The grantor will at all times during the continuance of this deed of trust keep the buildings and improvements on said premises insured against loss or damage by fire, storm, war damage and other hazard in such reliable insurance company, or companies, as may be acceptable to the beneficiary, for the maximum amount of insurance obtainable, or in such amount as may be approved by beneficiary, and all policies covering the same shall contain the proper loss payable clause, making all losses, if any, payable to the beneficiary, his successors or assigns, and shall be delivered to the beneficiary herein, or to the owner or holder of the notes secured hereby as additional security. In case of loss and payment by any insurance company, the amount of insurance money so paid shall be applied either on the indebtedness secured hereby, or in rebuilding or restoring the damaged building, or buildings, or it may be released to the grantor, as the beneficiary may elect. In the event of loss the grantor shall immediately give notice by mail to the beneficiary who may make proof of loss if same be not promptly made by the grantor. Each insurance company involved is hereby authorized, empowered and directed to make payment for any loss directly to the beneficiary instead of to the grantor and the beneficiary jointly.

Third. The grantor will pay all taxes and assessments, general or special, which may be assessed against the said land, premises or property, or upon the interest of the trustee or the beneficiary therein, or upon this deed of trust, or the indebtedness secured hereby, without regard to any law heretofore enacted or that may hereafter be enacted imposing payment of the whole or any part thereof upon either the trustee or beneficiary, and further will furnish annually to the beneficiary certificates or receipts of the proper officer showing full payment of all such taxes and assessments.

Fourth. That the rents, issues and profits of all and every part of the property here conveyed are specifically pledged to the payment of the indebtedness hereby secured, and all obligations which may accrue under the terms of this instrument. Upon the maturity of the indebtedness hereby secured, either by lapse of time or by reason of any default as herein provided, or if at any time it becomes necessary to protect the lien of this conveyance, the beneficiary, or any owner, or holder of the notes secured hereby, shall have the right to forthwith enter into and upon the property hereinbefore described and take possession thereof, and collect and apply the rents, issues and profits thereon upon the indebtedness secured hereby, or may, if it is so desired, have a receiver appointed by any court of competent jurisdiction to collect and impound the said rents, issues and profits and after paying the expenses of such receivership apply the balance thereof to the payment of any indebtedness secured hereby.

Fifth. The failure on the part of the grantor to keep and perform each, any, and all of the covenants and stipulations of this deed of trust, or the passage by the State of Mississippi of any law imposing payment of the whole or any portion of any of the taxes aforesaid upon the trustee or the beneficiary, or upon the rendering by any court of competent jurisdiction of a decision that the stipulation or provision herein covering the payment of taxes or assessments is legally inoperative, shall give to the beneficiary or to the owner or holder of the notes secured hereby the option to at once declare the entire principal sum hereby secured with all interest and charges thereon, and all other amounts secured hereby at once due and demandable and to have the property advertised and sold by the trustee herein named, or his successor or successors, in accordance with the provisions of this conveyance 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 23 day of March, 1976.

Laverne Walters
Laverne Walters
Martha Walters
Martha Walters

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 LAVERNE WALTERS and wife, MARTHA WALTERS, who severally acknowledged that they signed and delivered the above and foregoing deed of trust on the day and year therein mentioned.

Given under my hand and official seal, this the 23 day of March, 1976.

My Commission Expires: Jan 24, 1976

(SEAL)



Betty H. McIntosh
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 2 o'clock 05 minutes P. M. 25 day of Mar. 1976, and that the same has been recorded in Book 197 Page 592 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 26 day of Mar. 1976.

5.00 pd.

Seal

H. G. Ferguson, Clerk

CANCELLED BY AUTHORITY RECORDED IN BOOK
600 PAGE 188
THIS 1 DAY OF Sept. 19 92
W. E. Davis
Chancery Clerk
of Cleveland

Assignment of this Instrument Recorded in
Real Estate TID Book
No. 199 Page 92
This the 27 day of April 19 76
H. D. Ferguson Clerk

VA Form 26-6821 (Home Loan)
Revised December 1963. Use Op-
tional Section 1810, Title 38,
U.S.C. Acceptable to Federal
National Mortgage Association.

D-22922-SR

DEED OF TRUST

MISSISSIPPI

PREPARED BY
MORRIS WHITMAN, ATTY.
4041 Knight Arnold Road
Memphis, Tenn. 38118

THIS DEED OF TRUST, made and entered into this 22nd day of March, 19 76,
by and between

Charles L. Barber and wife, Lydia V. Barber

, hereinafter called the Grantor;
Delta Title Company, hereinafter called the Trustee, and

and existing under the laws of National Mortgage Company, a corporation organized
post-office address at State of Tennessee, having its principal office and
Beneficiary: 4041 Knight Arnold Road, hereinafter called the
Memphis, Tenn. 38118

WITNESSETH, That the Grantor, in consideration of the debt and trust hereinafter mentioned, and the sum
of One Dollar (\$1.00) to the Grantor paid by the Trustee, the receipt whereof is hereby acknowledged, does by
these presents grant, bargain, sell, convey, and warrant unto the Trustee, the following-described property, situated
in the County of Desoto, State of Mississippi, to wit:

Lot 592, Section C, Revised, Greenbrook Subdivision, as shown on plat of record
in plat book 11, pages 13 & 14, in Section 19, Township 1 South, Range 7 West,
in the office of the Chancery Clerk of Desoto County, Mississippi, to which
plat reference is hereby made for a more particular description of said lot,
as per survey by Acme Survey Company dated February 18, 1976.

Should the Veterans Administration fail or refuse to issue its guaranty
of the loan made by the mortgagee under the provisions of the
Emergency Mortgage Act of 1947, or amended, within sixty
days from the date the loan would normally have matured in such
event, the mortgagee, at its option, declare all sums
secured by this mortgage immediately due and payable. The
mortgagee, however, does agree that it will not exercise said
option until the loan has matured and the mortgagor has received of
the Veterans Administration all benefits to which he is
entitled and the mortgagee shall express a reference upon the date of
maturity of the mortgage property for the full amount of such
loan. Should any portion of this indebtedness be advanced 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 the mortgagor to pay to the holder of the indebtedness
in advance the cost of the monthly payments on principal and
interest and service fee fees and to the holder, a sum equal to one
percent of the amount of the monthly payments on the amount of the
the indebtedness during each month and same to be paid to the
National Fidelity Guaranty Co. of Cleveland, Ohio, a corporation
said sum to be held in trust and to be used in payment of said
of the indebtedness. The National Fidelity Guaranty Co. shall be held in trust
insurance when due and payable. If the mortgagor at any time
be unable to pay said indebtedness when due and payable, the
Grantor shall promptly pay all 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;

Assignment of this Instrument Recorded in
Real Estate TID Book
No. 218 Page 421
This the 16 day of Nov. 19 77
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 Six Thousand Six Hundred Fifty & no/100 Dollars (\$36,650.00---), 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, Tenn. 38118, or at such other place as the holder may designate, in writing delivered or mailed to the Grantor, in monthly installments of Two Hundred Sixty Two & 78/100- Dollars (\$262.78---), commencing on the first day of May, 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 April, 2006.

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~~ 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.

Charles L. Barber
Charles L. Barber

Lydia V. Barber
Lydia V. Barber

STATE OF ~~MISSISSIPPI~~ TENNESSEE } ss:
COUNTY OF Shelby

Personally appeared before me *M. Valjean*, the undersigned *Notary public* in and for said County, the within named Charles L. Barber and Lydia V. Barber, his wife, who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and seal this 22nd day of March, 1976.

My Commission Expires June 11, 1979

M. Valjean



STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 1 o'clock 30 minutes A. M. 25 day of Mar. 1976, and that the same has been recorded in Book 197 Page 595 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 26 day of March 1976.

Fees \$ 5.50 pd.

SEAL *H. P. Ferguson* CLERK

STA
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NAT
STATE OF N
County of
I,
Clerk of the
do hereby
was filed
1976, and
Record of
on the
Fee

CANCELLED BY AUTHORITY RECORDED IN BOOK
435 Page 212

THIS 27th day of April
W.E. Davis
Chancery Clerk
by n.r.

1988
Assignment of this Instrument Recorded in
Real Estate 712 Book
No. 223 Page 107
This the 28 day of March 1978
H.J. Ferguson Clerk

Assignment of this Instrument Recorded in
Real Estate 712 Book
No. 198 Page 408
This the 15 day of April 1976
H.J. Ferguson Clerk

VA Form 16-6222 (Home Loan)
Revised January 1974. Use Op-
tional Section 1810, Title 38,
U.S.C. Acceptable to Federal
National Mortgage Association.

MISSISSIPPI

DEED OF TRUST

THIS DEED OF TRUST, made and entered into this 25th day of March, 1976,
by and between Curtis M. Dillard and wife, Dians C. Dillard

, hereinafter called the Grantor;
Max B. Ostner, Jr., hereinafter called the Trustee, and
James E. McGehee and Company, Inc.

and existing under the laws of Tennessee, a corporation organized
post-office address at 1 Commerce Square, Suite 2200, Memphis, Tennessee, hereinafter called the
Beneficiary, having its principal office and

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 38, Section A Revised, Churchwood Estates Subdivision in Section 2, Township 2,
Range 8 as per plat thereof recorded in Plat Book 12, Pages 45 and 46 in the office
of the Chancery Clerk of DeSoto County, Mississippi.

together with all buildings and improvements thereon or that may hereafter be erected thereon and the hereditaments
and appurtenances and all other rights thereunto belonging, or in anywise now or hereafter appertaining, and the
reversion and reversions, remainder or remainders, rents, issues, and profits thereof, and all rights of homestead,
and all fixtures now or hereafter attached to or used in connection with the premises herein described and in addition
thereto the following described household appliances, which are, and shall be deemed to be, fixtures and a part of
the realty, and are a portion of the security of the indebtedness herein mentioned;

Assignment of this Instrument RECORDED IN BOOK
377 Page 332
1988
H.J. Ferguson
Chancery Clerk
DS.

To HAVE AND TO HOLD the same unto the Trustee and unto his successors and assigns, forever.

IN TRUST, HOWEVER, to secure to the Beneficiary named above, the payment of a certain promissory note of even date herewith in the principal sum of ~~Thirty-Three Thousand Three Hundred~~ Dollars (\$ 33,300.00), 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 James E. McGehee and Company, Inc., 1 Commerce Square 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-Four~~ & 42/100 Dollars (\$ 244.42), commencing on the first day of ~~May~~, 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 ~~April~~, 1986.

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.

Curtis M. Dillard
Curtis M. Dillard

Diana C. Dillard
Diana C. Dillard

1440 Tisington, Horn Lake, Mississippi

STATE OF MISSISSIPPI,
COUNTY OF DESOTO } ss:

Personally appeared before me, the undersigned notary public in and for said County, the within named Curtis M. Dillard and Diana C. Dillard, 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 March, 1976.

Barbara A. Crumley
Notary Public

My Commission Expires:

3-8-80



MISSISSIPPI TRUST
said County, conveying office on the Mar. day of Mar., 1976.
I certify that the within instrument was filed for record at 4 o'clock 05 minutes P.M. 25 day of Mar. 1976, and that the same has been recorded in Book 197 Page 599 records of REAL ESTATE Trust Deed of said County.
Witness my hand and seal this the 26 day of Mar. 1976.
Fees \$ 5.00 pd.
SEAL *H. H. Ferguson* CLERK

Desoto Clerk

Lot 76, Woodland Lake Sub.

This Instrument Drawn By:
RICHARD T. FELTUS
Atty. At Law
100 N. Main Bldg.
Memphis, Tenn.

RELEASE DEED

WHEREAS, by a certain trust deed dated the 23rd day of March, 1976, and recorded in Book 140, page 457, in the ~~Register's Office of Shelby County, Tennessee~~ Chancery Court Clerk's Office of DeSoto County, Mississippi, Globe Real Estate, Inc.

conveyed to David G. Williams and Joseph S. Sims, 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, First National Bank of Memphis, 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 Globe Real Estate, Inc. its heirs and assigns all its right, title, and interest in and to the real estate described in said trust deed, to which reference is made for a particular description of said property.

The undersigned, First National Bank of Memphis covenants with the said Globe Real Estate, Inc. that ~~it~~ it is the legal owner and it 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 First National Bank of Memphis has hereunto set its hand (or caused its corporate name to be signed hereto by and through its proper officers duly authorized so to do), this the 23rd day of March, 1976

FIRST NATIONAL BANK OF MEMPHIS
By: [Signature]
Loan Officer
By: [Signature]
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.

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 Myron Odom, Jr. with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the Loan Officer President of the First National Bank of Memphis the within named bargainer, a corporation, and that he as such Loan Officer 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 Loan Officer President.

WITNESS my hand and seal at office in Memphis this 23rd day of March, 19 76.

Norma M. Gillings
Notary Public

My commission expires 31st day of July, 19 79.



*Adley
441 North 2nd St
Myron Odom
5813
Divisional Offices
100 North Main Building
P.O. Box 3073
Memphis, Tennessee 38103
Phone 9031 525 4343*

Deed

Filed and registration
at 3:40 o'clock
Book No. _____ Page _____
in Record _____
Fee \$ _____ paid _____
Register _____
D.R. _____

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 3 o'clock 40 minutes P. M. 25 day of Mar. 1976, and that the same has been recorded in Book 197 Page 603 records of REAL ESTATE Trust Deed of said County.
Witness my hand and seal this the 26 day of Mar. 1976.
Fees \$ 3.00 pd.
SEAL *H. H. Ferguson* CLERK

Return to: Arthur E. Huggins
P. O. Box 8
Southaven, Ms.

PARTIAL RELEASE

Know all men by these presents that for and in consideration of the part payment of the indebtedness described in and secured by that certain Deed of Trust dated January 16, 1973, executed by Bailey Mortgage Company to Forrest N. Jenkins and J. David Guthrie as Trustees, for Union Planters National Bank of Memphis as Beneficiary, which Deed of Trust is recorded in Book 153, Page 85, in the office of the Chancery Clerk of DeSoto County, Mississippi; and that certain Deed of Trust dated October 10, 1974, executed by Bailey Mortgage Company to Forrest N. Jenkins and J. David Guthrie as Trustees for Union Planters National Bank as Beneficiary, which Deed of Trust is recorded in Book 180, Page 553, in the office of the Chancery Clerk of DeSoto County, Mississippi, the undersigned Union Planters National Bank of Memphis as Beneficiary, named in said Deeds of Trust, have bargained and sold and by these presents do bargain, sell, convey, remise, release and quitclaim unto the said Bailey Mortgage Company the following described property located in the County of DeSoto, State of Mississippi, to-wit:

Lots 622, 623 and 625, Section D, Twin Lakes Subdivision, situated in Section 6, Township 2 South, Range 8 West, DeSoto County, Mississippi, according to a map or plat thereof on file and of record in the office of the Chancery Clerk of DeSoto County, Mississippi, in Plat Book 10, Pages 32 and 33.

TO HAVE AND TO HOLD the aforementioned property unto the said Bailey Mortgage Company and to its successors, heirs, and assigns in fee simple forever, free and discharged from the liens of said Deeds of Trust and the indebtednesses secured thereby.

But this is a Partial Release and as to all other property described in and conveyed by said Deeds of Trust not heretofore nor hereby released, the lien of said Deeds of Trust and the indebtednesses secured thereby shall continue in full force and effect.

WITNESS our signatures this the 24th day of March, 1976

UNION PLANTERS NATIONAL BANK OF MEMPHIS

By: Robert P. Watson
J. P. Reed

ATTEST:

Larry C. Hommel
Banking Officer
STATE OF TENNESSEE
COUNTY OF SHELBY

PERSONALLY appeared before me the undersigned authority of law in and for the jurisdiction aforesaid, the within named Robert P. Watson and Larry C. Hommel, who acknowledged that as vice President and Banking Officer, respectively, for and on behalf of and by authority of Union Planters National Bank of Memphis, they signed the above and foregoing instrument and affixed the corporate seal of said corporation thereto and delivered said instrument on the day and year therein mentioned.

GIVEN UNDER MY HAND and seal of office, this the 24th day of March, 1976

Barbara C. Young
Notary Public



My Commission expires: MY COMMISSION EXPIRES OCTOBER 1, 1978

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock 15 minutes A. M. 26 day of Mar. 1976, and that the same has been recorded in Book 197 Page 605 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 26 day of Mar. 1976.

Compliments of
 NORTHWEST TITLE GUARANTY COMPANY
 Box 8
 5696 Highway 51 South
 Southaven, Mississippi
 PARTIAL RELEASE

Know all men by these presents that for and in consideration of the part payment of the indebtedness described in and secured by that certain Deed of Trust dated December 18, 1964 executed by Mid-America Builders, Inc. to James R. Houston as Trustee(s) Southaven Savings & Loan Association as Beneficiary, which Deed of Trust is recorded in Book 80, Page 81, in the Chancery Clerk's Office of DeSoto County, Mississippi, the undersigned Southaven Savings & Loan Association, as ~~beneficiary~~, named in said Deed of Trust, have bargained and sold and by these presents do bargain, sell, convey, remise, release and quitclaim unto the said Mid-America Builders, Inc., the following described property located in DeSoto County, Mississippi, to-wit:

Lot 1256, Section B of Southaven West Subdivision, in Section 23, Township 1 South, Range 8 West, as per plat thereof recorded in Plat Book 2, Pages 48 and 49, in the office of the Chancery Clerk of DeSoto County, Mississippi.

To have and to hold the aforescribed real property unto the said Mid-America Builders, Inc. and to their successors, heirs and assigns in fee simple forever, free and discharged from the lien of said deed of trust and the indebtedness secured thereby.

But this is a partial release and as to all other property described in and conveyed by said deed of trust not heretofore nor hereby released, the lien of same shall continue in full force and effect.

OMIT joins herefor the purpose of declaring that (he) (she) (it) is the owner and holder of the indebtedness secured by said deed of trust as aforesaid and of evidencing (his) (her) (its) consent and direction to the Trustees to execute this release.

Witness our signatures this the 31st day of March, 1965.

ATTEST:

Melvin Greer
 Melvin Greer, Secretary

SOUTHAVEN SAVINGS & LOAN ASSOCIATION
 By: Cary Whitehead
 Cary Whitehead, President

STATE OF TENNESSEE
 COUNTY OF SHELBY

On this 31st day of March, 1965, before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared Cary Whitehead and Melvin Greer, President and Secretary of Southaven Savings & Loan Association known to me 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, of said corporation after first being duly authorized so to do.

Witness my hand and Notarial Seal at office the day and year above written.



Elizabeth Stephens
 Notary Public

My commission expires:

MY COMMISSION EXPIRES OCT. 5, 1966.

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 15 minutes A. M. 26 day of March 1976, and that the same has been recorded in Book 197 Page 606 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 26 dy of Mar. 1976.

Fees \$ 2.50 pd.

SEAL H. P. Ferguson CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK
349 PAGE 403
THIS 9 DAY OF October 1985
H. D. Jensen
CHANCERY CLERK

DS.

Deed of Trust

THIS DEED OF TRUST made and entered into on this the 24th day of March 1976
by and between MISSISSIPPI DISTRICT COUNCIL ASSEMBLIES OF GOD, INC., Jackson, Miss.,
acting by and through its duly authorized officers,
of the first part, hereinafter designated as the GRANTORS; JERRY H. BLOUNT Trustee, of the
second part, hereinafter designated as TRUSTEE; and CHURCH BUILDING & SAVINGS ASSOCIATION,
a Mississippi corporation
of Jackson, Mississippi of the third part, hereinafter designated as the BENEFICIARY.
WITNESSETH: That whereas the Grantors are justly indebted to the Beneficiary in the sum of SEVENTY THOUSAND
AND NO/100 DOLLARS (\$ 70,000.00),
evidenced by ONE certain promissory note of even date herewith, payable to said Beneficiary;

Said note is due and payable in monthly installments of SEVEN HUNDRED THIRTY AND
96/100 DOLLARS (\$730.96) commencing on the 1st day of May,
1976, and a like amount on the same date of each month thereafter until the prin-
cipal and interest are fully paid.

said note or notes bearing interest from date at the rate of 9 3/4% per centum per annum, and
providing for attorney's fees for collection if not paid according to the terms thereof;

AND, WHEREAS, Grantors are anxious to secure the payment of said indebtedness hereinabove specifically described, together
with any other indebtedness that may become due and owing under the terms of this instrument;

NOW, THEREFORE, in consideration of FIVE AND NO/100 (\$5.00) DOLLARS, to the undersigned Grantors this day paid
by the aforesaid Trustee, the receipt of which is hereby acknowledged, the grantors do hereby convey and warrant unto the said
Trustee, the following described land and property, together with all the hereditaments and appurtenances thereunto appertaining,

lying and being situated in the City or Town of _____ District
of DeSoto County, State of Mississippi, and more particularly described as follows, to-wit:

Beginning at a point, said point being the southeast corner of Section 24, Range
8 West, Township 1 South, DeSoto County, Mississippi; thence west along the south
line of Section 24, a distance of 240.02 feet to a point; thence north 40.00 feet
to a point in the north line of Rasco Road; said point being the true point of
beginning; thence west in the north line of Rasco Road a distance of 291.48 feet
to a point in the east line of Section C, Brook Hollow Subdivision; thence north
a distance of 466.00 feet to a point in the south line of said Section C; thence
east along the south line of said Section C a distance of 284.43 feet to a point;
thence south a distance of 466.05 feet to the true point of beginning, as set out
in deed Book 96, Page 353.

It is understood and agreed that this conveyance is made subject to and the parties hereto have agreed on and are bound by and will observe and fulfill the following covenants, stipulations and conditions as obligatory upon the respective parties:

First: This deed of trust secures not only the aforementioned indebtedness but also such future and additional advances as may be made to the grantors, or either of them, by the beneficiary in a sum not exceeding \$250,000.00 (the beneficiary to be the sole judge as to whether or not any such future or additional advancements will be made), as well as an additional indebtedness heretofore, now, or hereafter contracted with the beneficiary by the grantors, or either of them, before the cancellation of record of this instrument, whether such indebtedness be represented by promissory notes, open account, or otherwise, including also any indebtedness of any grantor made as joint maker, surety, endorser or guarantor, together with all extensions and renewals of any of the aforementioned obligations, or any part thereof, and whether otherwise secured or not.

Second: The grantors herein shall pay all taxes and assessments general or special which may be levied or assessed upon the property herein described promptly when the same shall become due, and keep the improvements situated upon said land insured at all times during the continuance of this deed of trust against loss or damage by fire, storm and other hazard for the maximum amount of insurance obtainable or in such amount as may be approved by the beneficiary, in some solvent insurance company or companies authorized to do business in the State of Mississippi and satisfactory to the said beneficiary, with standard mortgage clause attached in favor of said beneficiary, or the legal holder of said note or notes, and shall have the policy or policies of insurance assigned and delivered to the legal holder or holders of the indebtedness secured hereby, and on failure so to do, then the legal holder of the note or notes, or either of them, may paid said taxes and assessments, redeem the property from any tax sale, or sales, if it has been sold, and insure said property, pay the premiums, and have a lien for the same, with interest at the rate of six per centum per annum from date until paid, and the trustee herein shall have all of the powers of sale or otherwise, in reference to said payments as for default in the payments of the original indebtedness, and the failure to promptly repay the legal holder or holders of the said note or notes, or either of them, and money so expended, upon demand, shall render the whole indebtedness herein secured, at the option of the legal holder of said indebtedness immediately due and payable. In event of loss or damage to the premises by fire or other hazard, the grantors will give immediate notice by mail to the beneficiary, who may make proof of loss if not made promptly by the grantors, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the beneficiary instead of to the grantors and the beneficiary jointly, and the insurance proceeds or any part thereof, may be applied by the beneficiary at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this Deed of Trust, or other transfer of title to the said premises in extinguishment of the indebtedness secured hereby, all right, title, and interest of the grantors in and to any insurance policies then in force shall pass to the purchaser or grantee.

Third: If default be made in any payment of any installment of principal or interest or of any indebtedness herein provided for when the same may become due and payable, then the whole of the indebtedness secured by this instrument may, at the option of the beneficiary, and without notice to the grantors, be declared immediately due and payable.

Fourth: A failure on the part of the beneficiary to exercise any option herein contained in the event of default being made, shall not constitute a waiver of the beneficiary's right to exercise said option in the event of any subsequent default.

Fifth: In case the grantors or either of them, or their vendees of the property herein conveyed, immediate or remote, should become insolvent, or apply to a bankruptcy court to be adjudicated a voluntary bankrupt, or proceedings be instituted to put them in involuntary bankruptcy, or should any proceedings be taken against the grantors, or their said vendees, immediate or remote, or either of them, looking to the appointment of a receiver, assignee, or trustee, then, and in either or any such case, the whole indebtedness hereby secured, may, at the option of the said beneficiary, or any holder of the indebtedness, be declared due and payable.

Sixth: When any payment shall be made to beneficiary, by the grantors herein, the said beneficiary, or legal holder of said note or notes or other indebtedness, shall have the exclusive right to make application of said payments to any part of the indebtedness hereby secured which either of them may elect, whether the indebtedness to which said payments may be applied be specifically mentioned in this deed of trust or not.

Seventh: If the property conveyed herein should be situated in two or more counties or in two judicial districts of the same county, then the trustee or any successor in said trust, shall have full power, in case he is directed to foreclose under this instrument, to select in which county, or judicial district, the sale of all of the above property shall be made and his selection shall be binding upon the grantors and the beneficiary and all persons claiming through or under them, whether by contract or by law. The trustee or any successor on said trust shall have full power to fix the day, time, terms and place of sale and shall also have full power to conduct any sale hereunder through an agent duly appointed by him for that purpose but said appointment of agent need not be recorded.

Eighth: The attorney's fees provided for in the above described note or notes and the trustee's fee provided for in this deed of trust are hereby made liens on the above described property and the grantors hereby promise to pay the same should they become due under the terms of the said note or notes and this deed of trust. A reasonable attorney's fee and all costs in connection with any litigation to protect this security or in seeking to have this deed of trust reformed by judicial proceedings, where necessary by mistake in this act, shall constitute a part of the debt secured hereby and become immediately due and payable to the beneficiary upon demand. If the beneficiary, or the legal holder of said note or notes or other indebtedness, shall deem it best to proceed in equity, to foreclose this deed of trust, then a reasonable fee shall be allowed by the court to the attorney representing the beneficiary under this deed of trust.

Ninth: In the event that this deed of trust is subordinate to any other deed of trust or lien of any kind, the beneficiary may, in the event of a default in the performance of any covenant or agreement in the prior deed of trust or in the event of default in payment of any indebtedness secured by any other prior lien when due, at its option declare the entire indebtedness secured by this deed of trust immediately due and payable, or the beneficiary may perform any such defaulted covenant or agreement to such extent as the beneficiary may determine or pay any part of the indebtedness which is in default, with resultant right of subrogation, and the beneficiary shall have a lien for the same with interest at the rate of ten per centum (10%) per annum from date until paid, and the trustee shall have all of the powers of sale or otherwise, in reference to said payment as for default in the payments of the original indebtedness secured by this deed of trust, and the failure to promptly repay the beneficiary and monies so expended, upon demand, shall render the whole indebtedness herein secured, at the option of the legal holder of said indebtedness, immediately due and payable.

Tenth: The beneficiary, or any owner or holder of the note or notes secured hereby, may at pleasure, without giving formal notice to the original or any successor trustee, or to the grantors herein or their vendees of the property herein conveyed, immediate or remote, and without regard to the willingness or inability of any such trustee to act, or to execute this trust, appoint another person or succession of persons to act as trustee herein, and such appointee or substitute shall have all the title, authority and powers in the execution of this trust as are vested in the trustee herein named. If the beneficiary, or the owners or holder of the note or notes secured hereby, be a corporation, such appointment may be made by any of one of its officers or agents. No one exercise of this power of appointment, power of sale, or any other power or right given in this Deed of Trust shall exhaust the right to exercise such power, but all rights and powers herein given may be exercised as often as may be necessary to achieve the perfect security and the collection of the indebtedness secured by this Deed of Trust until said indebtedness is fully paid and discharged.

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness and any and all other indebtedness that may become due and owing to the beneficiary, under the terms of this instrument, and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security, and any other indebtedness that may become due and owing by the grantors to the beneficiary during the term of this deed of trust arising in any manner whatsoever. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment of interest, or in the payment of taxes or insurance as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other covenant herein contained, then in that event the entire principal sum secured hereby, with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, be and become at once due and payable without notice to the grantors, and the trustee herein named, or his successor, or successors, shall, at the request of the beneficiary, sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid, then unpaid, after giving notice of the time, place and terms of said sale as required by law, and make deed to the purchaser or purchasers thereof. Out of the proceeds arising from said sale, the costs and expenses of executing this Deed of Trust, including a ten per cent. (10%) trustee's fee, which is hereby agreed to be a reasonable trustee's fee, and the attorney's fee prescribed in said note or notes, shall first be paid, next the amount of said indebtedness then remaining unpaid shall be paid and lastly, any balance remaining shall be paid to the undersigned grantors or to their proper representatives, agents or assigns.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, the use of any gender shall be applicable to all genders, and the term "Beneficiary" shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

IN TESTIMONY WHEREOF, Witness the signature of the Grantors on this the day and date first above written.

MISSISSIPPI DISTRICT COUNCIL
ASSEMBLIES OF GOD, INC.

ATTEST:

BY:

F. L. Langley
F. L. Langley, Superintendent

P. P. Palmer
P. P. Palmer, Secretary

STATE OF MISSISSIPPI

COUNTY OF _____

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named _____

who severally acknowledged that _____ signed and delivered the above and foregoing deed of trust on the day and year therein mentioned.

Given under my hand and official seal, this the _____ day of _____, 19____

Notary Public

My Commission expires _____

STATE OF MISSISSIPPI

COUNTY OF DeSoto

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named _____

E. I. Langley and P. T. Palmer

who severally acknowledged that they are Superintendent and Secretary respectively of Mississippi District Council Assemblies of God, Inc., a corporation, and that for and on behalf of said corporation and as its act and deed, they signed, sealed and delivered the above and foregoing instrument of writing on the day and in the year therein mentioned, they having been first duly authorized so to do.

Given under my hand and official seal, this the 24th day of March, 1976

Notary Public

My Commission expires My Commission Expires Aug. 9, 1976



Trust
of March
o'clock A M.
Chancery Clerk
Chancery Court
Trust was filed for
o'clock 3 M. on
24 1976
day of
book No. _____
my office
office this
19____
Chancery Clerk
D. C.
NOTARY FEES
per 100, \$ _____

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock minutes A. M. 26 day of Mar. 1976, and that the same has been recorded in Book 197 Page 607 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 26 day of Mar. 1976.

Fees \$ 5.00 pd.

SEAL H. H. Ferguson CLERK

*Chasch Building & Savings Assn.
516 E. Capital St.
Jackson, Miss.
39205*

Assignment of this instrument Recorded in
Real Estate TID Book
No. 225 Page 8
This the 11 day of May 1978
H. G. Ferguson Clerk

Assignment of this instrument Recorded in
Real Estate TID Book
No. 201 Page 319
This the 21 day of June 1976
H. G. Ferguson Clerk

Deed of Trust

THIS DEED OF TRUST made and entered into on this the 24th day of March, 1976
by and between MISSISSIPPI DISTRICT COUNCIL ASSEMBLIES OF GOD, INC.,
acting by and through its duly authorized officers,
of the first part, hereinafter designated as the GRANTORS; JERRY H. BLOUNT Trustee, of the
second part, hereinafter designated as TRUSTEE; and CHURCH BUILDING & SAVINGS ASSOCIATION,
a Mississippi corporation
of Jackson, Mississippi, of the third part, hereinafter designated as the BENEFICIARY.
WITNESSETH: That whereas the Grantors are justly indebted to the Beneficiary in the sum of FIVE THOUSAND
AND NO/100 DOLLARS (S. 5,000.00),
evidenced by one certain promissory note of even date herewith, payable to said Beneficiary;

Said note is due and payable in monthly installments of SIXTY-SIX AND 08/100 DOLLARS
(\$66.08) commencing on the 30th day of April, 1976, and a like
amount on the same date of each month thereafter until the principal and interest are
fully paid.

said note or notes bearing interest from date at the rate of Ten (10%) per centum per annum, and
providing for attorney's fees for collection if not paid according to the terms thereof;

AND, WHEREAS, Grantors are anxious to secure the payment of said indebtedness hereinabove specifically described, together
with any other indebtedness that may become due and owing under the terms of this instrument;

NOW, THEREFORE, in consideration of FIVE AND NO/100 (\$5.00) DOLLARS, to the undersigned Grantors this day paid
by the aforesaid Trustee, the receipt of which is hereby acknowledged, the grantors do hereby convey and warrant unto the said
Trustee, the following described land and property, together with all the hereditaments and appurtenances thereunto appertaining,
lying and being situated in the City or Town of Hernando District
of DeSoto County, State of Mississippi, and more particularly described as follows, to-wit:

Lot 4, less the West 175 feet thereof, Colonial Estates Subdivision as recorded in
Plat Book 4, Page 22 A, of the land records of DeSoto County, Mississippi, lying
in Section 25, Township 3 South, Range 8 West, DeSoto County, Mississippi, reference
to which map or plat is here made in aid of and as a part of this description.

CANCELLED BY AUTHORITY RECORDED IN BOOK
369 2 July
H. G. Ferguson
CLERK DS.

It is understood and agreed that this conveyance is made subject to and the parties hereto have agreed on and are bound by and will observe and fulfill the following covenants, stipulations and conditions as obligatory upon the respective parties:

First: This deed of trust secures not only the aforementioned indebtedness but also such future and additional advances as may be made to the grantors, or either of them, by the beneficiary in a sum not exceeding \$100,000.00 (the beneficiary to be the sole judge as to whether or not any such future or additional advancements will be made), as well as an additional indebtedness heretofore, now, or hereafter contracted with the beneficiary by the grantors, or either of them, before the cancellation of record of this instrument, whether such indebtedness be represented by promissory notes, open account, or otherwise, including also any indebtedness of any grantor made as joint maker, surety, endorser or guarantor, together with all extensions and renewals of any of the aforementioned obligations, or any part thereof, and whether otherwise secured or not.

Second: The grantors herein shall pay all taxes and assessments general or special which may be levied or assessed upon the property herein described promptly when the same shall become due, and keep the improvements situated upon said land insured at all times during the continuance of this deed of trust against loss or damage by fire, storm and other hazard for the maximum amount of insurance obtainable or in such amount as may be approved by the beneficiary, in some solvent insurance company or companies authorized to do business in the State of Mississippi and satisfactory to the said beneficiary, with standard mortgage clause attached in favor of said beneficiary, or the legal holder of said note or notes, and shall have the policy or policies of insurance assigned and delivered to the legal holder or holders of the indebtedness secured hereby, and on failure so to do, then the legal holder of the note or notes, or either of them, may pay said taxes and assessments, redeem the property from any tax sale, or sales, if it has been sold, and insure said property, pay the premiums, and have a lien for the same, with interest at the rate of six per centum per annum from date until paid, and the trustee herein shall have all of the powers of sale or otherwise, in reference to said payments as for default in the payments of the original indebtedness, and the failure to promptly repay the legal holder or holders of the said note or notes, or either of them, and money so expended, upon demand, shall render the whole indebtedness herein secured, at the option of the legal holder of said indebtedness immediately due and payable. In event of loss or damage to the premises by fire or other hazard, the grantors will give immediate notice by mail to the beneficiary, who may make proof of loss if not made promptly by the grantors, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the beneficiary instead of to the grantors and the beneficiary jointly, and the insurance proceeds or any part thereof, may be applied by the beneficiary at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this Deed of Trust, or other transfer of title to the said premises in extinguishment of the indebtedness secured hereby, all right, title, and interest of the grantors in and to any insurance policies then in force shall pass to the purchaser or grantee.

Third: If default be made in any payment of any installment of principal or interest or of any indebtedness herein provided for when the same may become due and payable, then the whole of the indebtedness secured by this instrument may, at the option of the beneficiary, and without notice to the grantors, be declared immediately due and payable.

Fourth: A failure on the part of the beneficiary to exercise any option herein contained in the event of default being made, shall not constitute a waiver of the beneficiary's right to exercise said option in the event of any subsequent default.

Fifth: In case the grantors or either of them, or their vendees of the property herein conveyed, immediate or remote, should become insolvent, or apply to a bankruptcy court to be adjudicated a voluntary bankrupt, or proceedings be instituted to put them in involuntary bankruptcy, or should any proceedings be taken against the grantors, or their said vendees, immediate or remote, or either of them, looking to the appointment of a receiver, assignee, or trustee, then, and in either or any such case, the whole indebtedness hereby secured, may, at the option of the said beneficiary, or any holder of the indebtedness, be declared due and payable.

Sixth: When any payment shall be made to beneficiary, by the grantors herein, the said beneficiary, or legal holder of said note or notes or other indebtedness, shall have the exclusive right to make application of said payments to any part of the indebtedness hereby secured which either of them may elect, whether the indebtedness to which said payments may be applied be specifically mentioned in this deed of trust or not.

Seventh: If the property conveyed herein should be situated in two or more counties or in two judicial districts of the same county, then the trustee or any successor in said trust, shall have full power, in case he is directed to foreclose under this instrument, to select in which county, or judicial district, the sale of all of the above property shall be made and his selection shall be binding upon the grantors and the beneficiary and all persons claiming through or under them, whether by contract or by law. The trustee or any successor on said trust shall have full power to fix the day, time, terms and place of sale and shall also have full power to conduct any sale hereunder through an agent duly appointed by him for that purpose but said appointment of agent need not be recorded.

Eighth: The attorney's fees provided for in the above described note or notes and the trustee's fee provided for in this deed of trust are hereby made liens on the above described property and the grantors hereby promise to pay the same should they become due under the terms of the said note or notes and this deed of trust. A reasonable attorney's fee and all costs in connection with any litigation to protect this security or in seeking to have this deed of trust reformed by judicial proceedings, where necessary by mistake in this act, shall constitute a part of the debt secured hereby and become immediately due and payable to the beneficiary upon demand. If the beneficiary, or the legal holder of said note or notes or other indebtedness, shall deem it best to proceed in equity, to foreclose this deed of trust, then a reasonable fee shall be allowed by the court to the attorney representing the beneficiary under this deed of trust.

Ninth: In the event that this deed of trust is subordinate to any other deed of trust or lien of any kind, the beneficiary may, in the event of a default in the performance of any covenant or agreement in the prior deed of trust or in the event of default in payment of any indebtedness secured by any other prior lien when due, at its option declare the entire indebtedness secured by this deed of trust immediately due and payable, or the beneficiary may perform any such defaulted covenant or agreement to such extent as the beneficiary may determine or pay any part of the indebtedness which is in default, with resultant right of subrogation, and the beneficiary shall have a lien for the same with interest at the rate of ten per centum (10%) per annum from date until paid, and the trustee shall have all of the powers of sale or otherwise, in reference to said payment as for default in the payments of the original indebtedness secured by this deed of trust, and the failure to promptly repay the beneficiary and monies so expended, upon demand, shall render the whole indebtedness herein secured, at the option of the legal holder of said indebtedness, immediately due and payable.

Tenth: The beneficiary, or any owner or holder of the note or notes secured hereby, may at pleasure, without giving formal notice to the original or any successor trustee, or to the grantors herein or their vendees of the property herein conveyed, immediate or remote, and without regard to the willingness or inability of any such trustee to act, or to execute this trust, appoint another person or succession of persons to act as trustee herein, and such appointee or substitute shall have all the title, authority and powers in the execution of this trust as are vested in the trustee herein named. If the beneficiary, or the owners or holder of the note or notes secured hereby, be a corporation, such appointment may be made by any of one of its officers or agents. No one exercise of this power of appointment, power of sale, or any other power or right given in this Deed of Trust shall exhaust the right to exercise such power, but all rights and powers herein given may be exercised as often as may be necessary to achieve the perfect security and the collection of the indebtedness secured by this Deed of Trust until said indebtedness is fully paid and discharged.

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness and any and all other indebtedness that may become due and owing to the beneficiary, under the terms of this instrument, and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security, and any other indebtedness that may become due and owing by the grantors to the beneficiary during the term of this deed of trust arising in any manner whatsoever. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment of interest, or in the payment of taxes or insurance as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other covenant herein contained, then in that event the entire principal sum secured hereby, with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, be and become at once due and payable without notice to the grantors, and the trustee herein named, or his successor, or successors, shall, at the request of the beneficiary, sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid, then unpaid, after giving notice of the time, place and terms of said sale as required by law, and make deed to the purchaser or purchasers thereof. Out of the proceeds arising from said sale, the costs and expenses of executing this Deed of Trust, including a ten per cent. (10%) trustee's fee, which is hereby agreed to be a reasonable trustee's fee, and the attorney's fee prescribed in said note or notes, shall first be paid, next the amount of said indebtedness then remaining unpaid shall be paid and lastly, any balance remaining shall be paid to the undersigned grantors or to their proper representatives, agents or assigns.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, the use of any gender shall be applicable to all genders, and the term "Beneficiary" shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

IN TESTIMONY WHEREOF, Witness the signature of the Grantors on this the day and date first above written.

MISSISSIPPI DISTRICT COUNCIL
ASSEMBLIES OF GOD, INC.
BY: F. L. Langley
F. L. Langley, Superintendent

ATTEST:
P. T. Palmer
P. T. Palmer, Secretary

STATE OF MISSISSIPPI

COUNTY OF _____

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named _____

who severally acknowledged that _____ signed and delivered the above and foregoing deed of trust on the day and year therein mentioned.

Given under my hand and official seal, this the _____ day of _____, 19____

Notary Public

My Commission expires _____

STATE OF MISSISSIPPI

COUNTY OF HINDS

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named _____

F. L. LANGLEY and P. T. PALMER

who severally acknowledged that they are Superintendent and Secretary respectively of Mississippi District Council Assemblies of God, Inc. a corporation, and that for and on behalf of said corporation and as its act and deed, they signed, sealed and delivered the above and foregoing instrument of writing on the day and in the year therein mentioned, they having been first duly authorized so to do.

Given under my hand and official seal, this the 24th day of March, 1976

Notary Public

My Commission expires _____ My Commission Expires Aug 9, 1975



Trust	<u>March</u>	at _____ o'clock <u>A</u> M.	Chancery Clerk.	Chancery Court.	Trust was filed for _____	at _____ o'clock <u>A</u> M. on <u>24</u> day of <u>March</u> , 19 <u>76</u>	Book No. _____	my office.	office this _____ day of _____, 19____	Chancery Clerk.	D. C.	K'S FEES	per 100: \$ _____
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STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 0 minutes P. M. 26 day of March 1976, and that the same has been recorded in Book 197 Page 611 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 26 day of Mar. 1976.

Fees \$ 5.00 pd.

SEAL H. P. Ferguson CLERK

*Church Building - Savings Assoc
516 East Capital St
Jackson, Miss
39205*

o/r 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 17 day of June 1974, made and executed by Robert R. Ponstingel
and Wife Stella H. Ponstingel 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. 177 on page 70
of the Record of Trust Deeds, on the 27 day of June A. D. 1974, is now fully paid
and satisfied; and I do hereby authorize the Clerk of the Chancery Court of said DeSoto
County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of
said County also as provided by law. This the 25th day of March, 1976.

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 25th day of March A. D. 1976

My Commission Expires Jan. 7, 1978

[Signature]
Elois M. Barbee

LAURENCE-GREENWOOD STAMP

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock
0 minutes A. M. 26 day of Mar. 1976, and that the same has
been recorded in Book 197 Page 615 records of REAL ESTATE Trust Deed
of said County.

Witness my hand and seal this the 26 day of Mar. 1976.

Fees \$ 2.50 pd.

SEAL *[Signature]* CLERK

DIT R.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~~ ^{Assignment}
bearing date the 22 day of August 19 75, made and executed by Kenneth W. Miller and
Wife Sue S. Miller 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. 189 on page 525
of the Record of Trust Deeds, on the 25 day of August A. D. 19 75, is now fully paid
and satisfied; and I do hereby authorize the Clerk of the Chancery Court of said DeSoto
County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of
said County also as provided by law. This the 19th day of March, 19 76.

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 14th day of March A. D. 19 76

** Commission Expires Jan. 7, 1978

Elois M. Barbee



LAWRENCE-GESSENWOOD 87844

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock
0 minutes A M. 26 day of March 1976, and that the same has
been recorded in Book 197 Page 616 records of REAL ESTATE Trust Deed
of said County.

Witness my hand and seal this the 26 day of March 1976.
Fees \$ 2.50 pd.

SEAL H. H. 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 20 day of August 1971 made and executed by Allen Hurley and
wife Myra Maxine Hurley 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. 132 on page 209
of the Record of Trust Deeds, on the 23 day of AUGUST 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 25th day of March, 1976.

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 25th day of March A. D. 1976

My Commission Expires Jan. 7, 1978

Elois M. Barbee

LAWRENCE-GREENWOOD 27244

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock
0 minutes A. M. 26 day of Mar. 1976, and that the same has
been recorded in Book 197 Page 617 records of REAL ESTATE Trust Deed
of said County.

Witness my hand and seal this the 26 day of Mar. 1976.

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 Guy M. Loftin, Vice President
of Peoples Bank and Trust the beneficiary, does hereby certify that a certain trust deed
bearing date the 8th day of August, 1973, made and executed by William W. Kerr
of Olive Branch, MS to Peoples Bank and Trust
the above named beneficiary, and recorded in the office of the Chancery Clerk of DeSoto
County, in the State of Mississippi in Real Estate Trust Deed Record No. 164 on page 361
of the Record of Trust Deeds, on the 20th day of August, A. D. 1973, is now fully paid
and satisfied; and I do hereby authorize the Clerk of the Chancery Court of said DeSoto
County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of
said County also as provided by law.

Peoples Bank and Trust
BY: Guy M. Loftin V.P.

STATE OF MISSISSIPPI, }
DeSoto County. **

Personally came and appeared before me, the undersigned authority Aurelia B. Jones, a Notary Public
in and for County and State aforesaid, Guy M. Loftin, Vice-President 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 8th day of March, A. D. 1976



Aurelia B. Jones
Notary Public

MY COMMISSION EXPIRES MAY 18, 1976
LAWRENCE-BREKHOPE 87844

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock
0 minutes A. M. 26 day of March 1976, and that the same has
been recorded in Book 197 Page 618 records of REAL ESTATE Trust Deed
of said County.

Witness my hand and seal this the 26 day of Mar. 1976.

Fees \$ 2.50 pd.

SEAL H. P. Ferguson CLERK

W. D. Ferguson
CHANCERY CLERK

Mississippi Bankers Association
Form No. 1
(Revised Dec. 1955)
L A N D

DEED OF TRUST LAND

THIS INDENTURE, this day made and entered into between Robert L. Kerr

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
Thirty two thousand and 00/100----- DOLLARS
(\$ 32,000.00) evidenced by a promissory note of even date herewith in favor of
the beneficiary, bearing interest at the rate of 10% per centum per annum after
DATE , providing for the payment of attorney's fees in case of default and being due
and payable as follows, to-wit:

DUE AND PAYABLE ON OR BEFORE APRIL 9, 1976.

WHEREAS, the said grantor desires to secure the prompt payment at maturity of the aforesaid indebtedness, as well as any extension of the same, or any part thereof, and any other or further indebtedness in the way of future advances hereunder, or otherwise, that the grantor, or either of them, may now or hereafter owe the beneficiary, as hereinafter provided:

NOW, THEREFORE, in consideration of the premises, and the further consideration of Ten Dollars (\$10.00) cash in hand paid by the aforesaid trustee, the receipt of which is hereby acknowledged, the grantor does hereby convey and warrant unto the said trustee, the property situated in the

DeSoto County

State of Mississippi, and more particularly described as follows, to-wit:
Beginning at southeast corner of Lot 6, Block 5 in Section 34, Township 1, Range 6 West in Olive Branch, Mississippi; thence west along south line said Lot 6 and Lot 7 272.5 feet to a point; thence north along east line of the Andrews lot and projection thereof 202.0 feet to an iron pin in Lot 10 of Block 5; thence at an interior angle of 89° 05' easterly 127 feet to southwest corner of the DeSoto County Co-op lot; thence easterly along south line of said Co-op lot 110.68 feet to a point; thence at an interior angle of 94° 37' southwardly 45.67 feet to a point; thence at an interior angle of 275° 30' easterly along said lot 35.8 feet to a point in east line Lot 11, Block 5, thence southwardly along east line Lots 11 and 6 a distance of 172.5 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 888 of the Mississippi Code of 1942 and amendments if any thereto, and the trustee shall make deed to the purchaser or purchasers. Should the beneficiary, or the owner or holder of the note or notes secured hereby be a corporation, then in such event a declaration of default to the trustee, and a request for sale hereunder, may be made by any officer thereof. If the land covered hereby is situated in two or more counties, or in two judicial districts of the same county, the trustee may sell the whole in any of the counties, or in either of the judicial districts of a county in which any part of the land lies. Out of the proceeds of sale the trustee shall first pay the cost of advertising and making the sale; and secondly, he shall pay whatever items may have been incurred and remain unpaid in the protection of this security; then he shall pay such of the items of indebtedness secured hereby as may be outstanding in the order of their maturity, and any balance remaining in his hands shall be delivered to the grantor, or to his proper representatives, agents or assigns.

It is agreed and understood, by and between the parties hereto that this conveyance is executed and intended to be, and is hereby made subject to the following covenants, stipulations and conditions, all of which shall be binding upon the parties hereto and each of them.

First. In addition to the indebtedness specifically mentioned above, and any and all extensions or renewals of the same, or any part thereof, this conveyance shall also cover such future and additional advances as may be made to the grantor, or either of them, by the beneficiary, not to exceed the sum of \$125,000.00, the beneficiary to be the sole judge as to whether or not such future and additional advances shall be made. In addition to all of the above, it is intended that this conveyance shall secure, and it does secure any and all debts, obligations, or liabilities, direct or contingent, of the grantor herein, or either of them, to the beneficiary, whether now existing or hereafter arising at any time before actual cancellation of this instrument on the public records of mortgages and deeds of trust, whether the same be evidenced by note, open account, over-draft, endorsement, guaranty or otherwise.

Second. The grantor will at all times during the continuance of this deed of trust keep the buildings and improvements on said premises insured against loss or damage by fire, storm, war damage and other hazard in such reliable insurance company, or companies, as may be acceptable to the beneficiary, for the maximum amount of insurance obtainable, or in such amount as may be approved by beneficiary, and all policies covering the same shall contain the proper loss payable clause, making all losses, if any, payable to the beneficiary, his successors or assigns, and shall be delivered to the beneficiary herein, or to the owner or holder of the notes secured hereby as additional security. In case of loss and payment by any insurance company, the amount of insurance money so paid shall be applied either on the indebtedness secured hereby, or in rebuilding or restoring the damaged building, or buildings, or it may be released to the grantor, as the beneficiary may elect. In the event of loss the grantor shall immediately give notice by mail to the beneficiary who may make proof of loss if same be not promptly made by the grantor. Each insurance company involved is hereby authorized, empowered and directed to make payment for any loss directly to the beneficiary instead of to the grantor and the beneficiary jointly.

Third. The grantor will pay all taxes and assessments, general or special, which may be assessed against the said land, premises or property, or upon the interest of the trustee or the beneficiary therein, or upon this deed of trust, or the indebtedness secured hereby, without regard to any law heretofore enacted or that may hereafter be enacted imposing payment of the whole or any part thereof upon either the trustee or beneficiary, and further will furnish annually to the beneficiary certificates or receipts of the proper officer showing full payment of all such taxes and assessments.

Fourth. That the rents, issues and profits of all and every part of the property here conveyed are specifically pledged to the payment of the indebtedness hereby secured, and all obligations which may accrue under the terms of this instrument. Upon the maturity of the indebtedness hereby secured, either by lapse of time or by reason of any default as herein provided, or if at any time it becomes necessary to protect the lien of this conveyance, the beneficiary, or any owner, or holder of the notes secured hereby, shall have the right to forthwith enter into and upon the property hereinbefore described and take possession thereof, and collect and apply the rents, issues and profits thereon upon the indebtedness secured hereby, or may, if it is so desired, have a receiver appointed by any court of competent jurisdiction to collect and impound the said rents, issues and profits and after paying the expense of such receivership apply the balance thereof to the payment of any indebtedness secured hereby.

Fifth. The failure on the part of the grantor to keep and perform each, any, and all of the covenants and stipulations of this deed of trust, or the passage by the State of Mississippi of any law imposing payment of the whole or any portion of any of the taxes aforesaid upon the trustee or the beneficiary, or upon the rendering by any court of competent jurisdiction of a decision that the stipulation or provision herein covering the payment of taxes or assessments is legally inoperative, shall give to the beneficiary or to the owner or holder of the notes secured hereby the option to at once declare the entire principal sum hereby secured with all interest and charges thereon, and all other amounts secured hereby at once due and demandable and to have the property advertised and sold by the trustee herein named, or his successor or successors, in accordance with the provisions of this conveyance hereinbefore set out. But in case such default consists in the failure to keep the said property insured or to pay the taxes herein required, the beneficiary, or the owner or holder of the said secured notes, may procure said insurance and pay said taxes and assessments, or redeem the property from tax sale if it has been sold; and any and all sums paid in procuring said insurance or in paying said taxes or assessments or in redeeming said property from tax sale, together with interest thereon at the rate herein stipulated from the date the same shall have been paid, shall be covered by this conveyance and shall be due and demandable on the date of the maturity of the interest installment which may become due under the terms of this instrument next after such additional items of expense are made or incurred. In case the beneficiary or the owner or holder of said secured notes elects to advance insurance premium and/or taxes, the receipt of an agent of the insurance company or companies in which said insurance is placed shall, with respect to such insurance premiums, be conclusive evidence as between the parties to this conveyance of the amount and fact of payment thereof; and the receipt of the proper public official, shall with respect to the taxes and assessments, aforesaid, be conclusive as between the parties to this conveyance of the amount and validity of said taxes or assessments and of the fact of the payment thereof.

Sixth. The beneficiary, or any owner or holder of the note secured hereby, may at pleasure, without giving formal notice to the original or any successor trustee, or to the grantor herein, and without regard to the willingness or inability of any such trustee to act, or to execute this trust, appoint another person or succession of persons to act as trustee herein, and such appointee or substitute shall have all the powers in the execution of this trust as are vested in the trustee herein named. If the beneficiary, or the owner or holder of the note secured hereby, be a corporation, such appointment may be made by its president, vice-president, assistant vice-president, secretary or treasurer.

Seventh. In case of foreclosure and sale of the property covered hereby, the beneficiary, or any owner or holder of the notes secured hereby, shall have the same right to purchase at said sale as if a stranger to this instrument.

Eighth. Grantor covenants that the premises and property covered hereby will at all times be used in a good and husbandlike manner, for lawful purposes only, and that waste will not be committed or suffered to be committed thereon.

Ninth. Whenever in this deed of trust the context so requires, the singular number shall include the plural, and the plural the singular; holder of the note or notes shall be deemed to refer to and include the owner of the debt, and the word beneficiary shall at any and all times include and mean the then holder of the note or notes secured hereby.

IN TESTIMONY WHEREOF, witness the signature of the grantor this the 9th day of March 1976

[Handwritten signature]

STATE OF MISSISSIPPI,
COUNTY OF DeSoto

This day personally appeared before me, the undersigned authority, in and for the State and County aforesaid, the within named Robert L. Kerr

who severally acknowledged that he

signed and delivered the above and foregoing deed of trust on the day and year therein mentioned.

Given under my hand and official seal, this the 9th day of March 1976

My Commission Expires: May 18, 1976 *[Signature]*
Notary Public



STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock 2 minutes P. M. 26 day of March 1976, and that the same has been recorded in Book 191 Page 619 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 26 day of March 1976.

Fees \$ 5.00 pd.

SEAL *[Signature]* CLERK

255 PAGE 625
THIS 21 DAY OF Feb. 19 80
H. S. Ferguson
CHANCERY CLERK

Mississippi Bankers Association
Form No. 1
(Revised Dec. 1955)
LAND

DEED OF TRUST
LAND

THIS INDENTURE, this day made and entered into between David L. Taylor and wife,
Kathryn K. Taylor

of the first part, hereinafter designated as the Grantor,

James E. Woods Trustee, of the second part, hereinafter designated as Trustee, and

Peoples Bank and Trust of the third part, hereinafter designated as the Beneficiary.

WITNESSETH: That whereas the Grantor is justly indebted to the beneficiary in the full sum of
Three thousand eighty five and 50/100-----DOLLARS
(\$ 3085.50) 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:

Due and repayable in 365 days, on or before March 5, 1977

WHEREAS, the said grantor desires to secure the prompt payment at maturity of the aforesaid
indebtedness, as well as any extension of the same, or any part thereof, and any other or further
indebtedness in the way of future advances hereunder, or otherwise, that the grantor, or either of
them, may now or hereafter owe the beneficiary, as hereinafter provided:

NOW, THEREFORE, in consideration of the premises, and the further consideration of Ten Dol-
lars (\$10.00) cash in hand paid by the aforesaid trustee, the receipt of which is hereby acknowledged,
the grantor does hereby convey and warrant unto the said trustee, the property situated in the

State of Mississippi, and more particularly described as follows, to-wit: Lot 2, Section A,
Holiday Hills Subdivision situated in Section 34, Township 1 South, Range
6 West as per plat recorded in Plat Book 7, page 6, Chancery Clerk's Office,
DeSoto County, Miss.

Together with all the hereditaments and appurtenances thereunto appertaining, as far as they may now or hereafter, during the term of this deed of trust, belong to or be used in connection with the occupancy of any building on the said land, or that may be hereafter erected thereon, all heating and ventilating apparatus, gas, electric light and other fixtures, whether attached to said premises or detached therefrom.

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary herein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment of interest as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other covenant herein contained, then and in that event the entire principal sum secured hereby with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, or the owner or holder of said note or notes, be and become at once due and payable, and the trustee herein named, or his successor or successors, shall, at the request of the beneficiary, or at the request of any owner or holder of the note or notes secured hereby, sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid. Such sale shall be made by giving notice of the time, place and terms of sale as required by Section 888 of the Mississippi Code of 1942 and amendments if any thereto, and the trustee shall make deed to the purchaser or purchasers. Should the beneficiary, or the owner or holder of the note or notes secured hereby be a corporation, then in such event a declaration of default to the trustee, and a request for sale hereunder, may be made by any officer thereof. If the land covered hereby is situated in two or more counties, or in two judicial districts of the same county, the trustee may sell the whole in any of the counties, or in either of the judicial districts of a county in which any part of the land lies. Out of the proceeds of sale the trustee shall first pay the cost of advertising and making the sale; and secondly, he shall pay whatever items may have been incurred and remain unpaid in the protection of this security; then he shall pay such of the items of indebtedness secured hereby as may be outstanding in the order of their maturity, and any balance remaining in his hands shall be delivered to the grantor, or to his proper representatives, agents or assigns.

It is agreed and understood, by and between the parties hereto that this conveyance is executed and intended to be, and is hereby made subject to the following covenants, stipulations and conditions, all of which shall be binding upon the parties hereto and each of them.

First. In addition to the indebtedness specifically mentioned above, and any and all extensions or renewals of the same, or any part thereof, this conveyance shall also cover such future and additional advances as may be made to the grantor, or either of them, by the beneficiary, not to exceed the sum of \$125,000.00, the beneficiary to be the sole judge as to whether or not such future and additional advances shall be made. In addition to all of the above, it is intended that this conveyance shall secure, and it does secure any and all debts, obligations, or liabilities, direct or contingent, of the grantor herein, or either of them, to the beneficiary, whether now existing or hereafter arising at any time before actual cancellation of this instrument on the public records of mortgages and deeds of trust, whether the same be evidenced by note, open account, over-draft, endorsement, guaranty or otherwise.

Second. The grantor will at all times during the continuance of this deed of trust keep the buildings and improvements on said premises insured against loss or damage by fire, storm, war damage and other hazard in such reliable insurance company, or companies, as may be acceptable to the beneficiary, for the maximum amount of insurance obtainable, or in such amount as may be approved by beneficiary, and all policies covering the same shall contain the proper loss payable clause, making all losses, if any, payable to the beneficiary, his successors or assigns, and shall be delivered to the beneficiary herein, or to the owner or holder of the notes secured hereby as additional security. In case of loss and payment by any insurance company, the amount of insurance money so paid shall be applied either on the indebtedness secured hereby, or in rebuilding or restoring the damaged building, or buildings, or it may be released to the grantor, as the beneficiary may elect. In the event of loss the grantor shall immediately give notice by mail to the beneficiary who may make proof of loss if same be not promptly made by the grantor. Each insurance company involved is hereby authorized, empowered and directed to make payment for any loss directly to the beneficiary instead of to the grantor and the beneficiary jointly.

Third. The grantor will pay all taxes and assessments, general or special, which may be assessed against the said land, premises or property, or upon the interest of the trustee or the beneficiary therein, or upon this deed of trust, or the indebtedness secured hereby, without regard to any law heretofore enacted or that may hereafter be enacted imposing payment of the whole or any part thereof upon either the trustee or beneficiary, and further will furnish annually to the beneficiary certificates or receipts of the proper officer showing full payment of all such taxes and assessments.

Fourth. That the rents, issues and profits of all and every part of the property here conveyed are specifically pledged to the payment of the indebtedness hereby secured, and all obligations which may accrue under the terms of this instrument. Upon the maturity of the indebtedness hereby secured, either by lapse of time or by reason of any default as herein provided, or if at any time it becomes necessary to protect the lien of this conveyance, the beneficiary, or any owner, or holder of the notes secured hereby, shall have the right to forthwith enter into and upon the property hereinbefore described and take possession thereof, and collect and apply the rents, issues and profits thereon upon the indebtedness secured hereby, or may, if it is so desired, have a receiver appointed by any court of competent jurisdiction to collect and impound the said rents, issues and profits and after paying the expense of such receivership apply the balance thereof to the payment of any indebtedness secured hereby.

Fifth. The failure on the part of the grantor to keep and perform each, any, and all of the covenants and stipulations of this deed of trust, or the passage by the State of Mississippi of any law imposing payment of the whole or any portion of any of the taxes aforesaid upon the trustee or the beneficiary, or upon the rendering by any court of competent jurisdiction of a decision that the stipulation or provision herein covering the payment of taxes or assessments is legally inoperative, shall give to the beneficiary, or to the owner or holder of the notes secured hereby the option to at once declare the entire principal sum hereby secured with all interest and charges thereon, and all other amounts secured hereby at once due and demandable and to have the property advertised and sold by the trustee herein named, or his successor or successors, in accordance with the provisions of this conveyance hereinbefore set out. But in case such default consists in the failure to keep the said property insured or to pay the taxes herein required, the beneficiary, or the owner or holder of the said secured notes, may procure said insurance and pay said taxes and assessments, or redeem the property from tax sale if it has been sold; and any and all sums paid in procuring said insurance or in paying said taxes or assessments or in redeeming said property from tax sale, together with interest thereon at the rate herein stipulated from the date the same shall have been paid, shall be covered by this conveyance and shall be due and demandable on the date of the maturity of the interest installment which may become due under the terms of this instrument next after such additional items of expense are made or incurred. In case the beneficiary or the owner or holder of said secured notes elects to advance insurance premium and/or taxes, the receipt of an agent of the insurance company or companies in which said insurance is placed shall, with respect to such insurance premiums, be conclusive evidence as between the parties to this conveyance of the amount and fact of payment thereof; and the receipt of the proper public official, shall with respect to the taxes and assessments, aforesaid, be conclusive as between the parties to this conveyance of the amount and validity of said taxes or assessments and of the fact of the payment thereof.

Sixth. The beneficiary, or any owner or holder of the note secured hereby, may at pleasure, without giving formal notice to the original or any successor trustee, or to the grantor herein, and without regard to the willingness or inability of any such trustee to act, or to execute this trust, appoint another person or succession of persons to act as trustee herein, and such appointee or substitute shall have all the powers in the execution of this trust as are vested in the trustee herein named. If the beneficiary, or the owner or holder of the note secured hereby, be a corporation, such appointment may be made by its president, vice-president, assistant vice-president, secretary or treasurer.

Seventh. In case of foreclosure and sale of the property covered hereby, the beneficiary, or any owner or holder of the notes secured hereby, shall have the same right to purchase at said sale as if a stranger to this instrument.

Eighth. Grantor covenants that the premises and property covered hereby will at all times be used in a good and husbandlike manner, for lawful purposes only, and that waste will not be committed or suffered to be committed thereon.

Ninth. Whenever in this deed of trust the context so requires, the singular number shall include the plural, and the plural the singular; holder of the note or notes shall be deemed to refer to and include the owner of the debt, and the word beneficiary shall at any and all times include and mean the then holder of the note or notes secured hereby.

IN TESTIMONY WHEREOF, witness the signature of the grantor this the 8th day of March 1976

David L. Taylor
David L. Taylor
Kathryn K. Taylor
Kathryn K. Taylor

STATE OF MISSISSIPPI,
COUNTY OF DeSoto

This day personally appeared before me, the undersigned authority, in and for the State and County aforesaid, the within named David L. Taylor and Kathryn K. Taylor

who severally acknowledged that they

signed and delivered the above and foregoing deed of trust on the day and year therein mentioned.

Given under my hand and official seal, this the 8th day of March 1976

My Commission Expires: May 13, 1976 *Quisha B. Jones*
Notary Public



STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 0 minutes A. M. 26 day of Mar. 1976, and that the same has been recorded in Book 197 Page 622 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 26 day of Mar. 1976.

Fees \$ 5.00 pd.

SEAL *H. P. Ferguson* CLERK

232 PAGE 176
 THIS 27 DAY OF Oct 1978
 H. J. Ferguson
 CHANCERY CLERK

Mississippi Bankers Association
 Form No. 1
 (Revised Dec. 1955)
 LAND

DEED OF TRUST
 LAND

THIS INDENTURE, this day made and entered into between Ervin K. Brown and wife, Ruth H. Brown

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, Four Hundred, Eighty Eight and 96/100 - - DOLLARS

(\$ 4,488.96) 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: To become due and payable in 48 monthly payments of \$93.52 each; the first installment to become due and payable on or before the 25th of April, 1976, with one installment due on or before the 25th day of each succeeding month until the whole of said indebtedness is 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

State of Mississippi, and more particularly described as follows, to-wit: The land in The Town of Hernando, DeSoto County, Ms. described as 1.12 acres in the northwest quarter of Section 13, Township 3, Range 8 described as beginning at the northwest corner of lot 384 as shown on the original official map of the Town of Hernando; thence northwest along the center line of Robinson Road 1,380.2 feet to a point in the center of said road to the point of beginning; thence south 44 degrees 15 minutes west 330.0 feet to an iron pin the east line of Banks & Company tract; thence north 6 degrees 30 minutes west along the east line 330 feet to the northwest corner of the Robinson Tract; thence north 42 degrees 30 minutes east on the north line of the Robinson tract 79.4 feet to the point in the center of Robinson Road; thence southeasterly along the center of said road 252.2 feet to the point of beginning and being the same land described by deed in Book 52, page 312.

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 882 of the Mississippi Code of 1942 and amendments if any thereto, and the trustee shall make deed to the purchaser or purchasers. Should the beneficiary, or the owner or holder of the note or notes secured hereby be a corporation, then in such event a declaration of default to the trustee, and a request for sale hereunder, may be made by any officer thereof. If the land covered hereby is situated in two or more counties, or in two judicial districts of the same county, the trustee may sell the whole in any of the counties, or in either of the judicial districts of a county in which any part of the land lies. Out of the proceeds of sale the trustee shall first pay the cost of advertising and making the sale; and secondly, he shall pay whatever items may have been incurred and remain unpaid in the protection of this security; then he shall pay such of the items of indebtedness secured hereby as may be outstanding in the order of their maturity, and any balance remaining in his hands shall be delivered to the grantor, or to his proper representatives, agents or assigns.

It is agreed and understood, by and between the parties hereto that this conveyance is executed and intended to be, and is hereby made subject to the following covenants, stipulations and conditions, all of which shall be binding upon the parties hereto and each of them.

First. In addition to the indebtedness specifically mentioned above, and any and all extensions or renewals of the same, or any part thereof, this conveyance shall also cover such future and additional advances as may be made to the grantor, or either of them, by the beneficiary, not to exceed the sum of \$125,000.00, the beneficiary to be the sole judge as to whether or not such future and additional advances shall be made. In addition to all of the above, it is intended that this conveyance shall secure, and it does secure any and all debts, obligations, or liabilities, direct or contingent, of the grantor herein, or either of them, to the beneficiary, whether now existing or hereafter arising at any time before actual cancellation of this instrument on the public records of mortgages and deeds of trust, whether the same be evidenced by note, open account, over-draft, endorsement, guaranty or otherwise.

Second. The grantor will at all times during the continuance of this deed of trust keep the buildings and improvements on said premises insured against loss or damage by fire, storm, war damage and other hazard in such reliable insurance company, or companies, as may be acceptable to the beneficiary, for the maximum amount of insurance obtainable, or in such amount as may be approved by beneficiary, and all policies covering the same shall contain the proper loss payable clause, making all losses, if any, payable to the beneficiary, his successors or assigns, and shall be delivered to the beneficiary herein, or to the owner or holder of the notes secured hereby as additional security. In case of loss and payment by any insurance company, the amount of insurance money so paid shall be applied either on the indebtedness secured hereby, or in rebuilding or restoring the damaged building, or buildings, or it may be released to the grantor, as the beneficiary may elect. In the event of loss the grantor shall immediately give notice by mail to the beneficiary who may make proof of loss if same be not promptly made by the grantor. Each insurance company involved is hereby authorized, empowered and directed to make payment for any loss directly to the beneficiary instead of to the grantor and the beneficiary jointly.

Third. The grantor will pay all taxes and assessments, general or special, which may be assessed against the said land, premises or property, or upon the interest of the trustee or the beneficiary therein, or upon this deed of trust, or the indebtedness secured hereby, without regard to any law heretofore enacted or that may hereafter be enacted imposing payment of the whole or any part thereof upon either the trustee or beneficiary, and further will furnish annually to the beneficiary certificates or receipts of the proper officer showing full payment of all such taxes and assessments.

Fourth. That the rents, issues and profits of all and every part of the property here conveyed are specifically pledged to the payment of the indebtedness hereby secured, and all obligations which may accrue under the terms of this instrument. Upon the maturity of the indebtedness hereby secured, either by lapse of time or by reason of any default as herein provided, or if at any time it becomes necessary to protect the lien of this conveyance, the beneficiary, or any owner, or holder of the notes secured hereby, shall have the right to forthwith enter into and upon the property hereinbefore described and take possession thereof, and collect and apply the rents, issues and profits thereon upon the indebtedness secured hereby, or may, if it is so desired, have a receiver appointed by any court of competent jurisdiction to collect and impound the said rents, issues and profits and after paying the expense of such receivership apply the balance thereof to the payment of any indebtedness secured hereby.

Fifth. The failure on the part of the grantor to keep and perform each, any, and all of the covenants and stipulations of this deed of trust, or the passage by the State of Mississippi of any law imposing payment of the whole or any portion of any of the taxes aforesaid upon the trustee or the beneficiary, or upon the rendering by any court of competent jurisdiction of a decision that the stipulation or provision herein covering the payment of taxes or assessments is legally inoperative, shall give to the beneficiary or to the owner or holder of the notes secured hereby the option to at once declare the entire principal sum hereby secured with all interest and charges thereon, and all other amounts secured hereby at once due and demandable and to have the property advertised and sold by the trustee herein named, or his successor or successors, in accordance with the provisions of this conveyance hereinbefore set out. But in case such default consists in the failure to keep the said property insured or to pay the taxes herein required, the beneficiary, or the owner or holder of the said secured notes, may procure said insurance and pay said taxes and assessments, or redeem the property from tax sale if it has been sold; and any and all sums paid in procuring said insurance or in paying said taxes or assessments or in redeeming said property from tax sale, together with interest thereon at the rate herein stipulated from the date the same shall have been paid, shall be covered by this conveyance and shall be due and demandable on the date of the maturity of the interest installment which may become due under the terms of this instrument next after such additional items of expense are made or incurred. In case the beneficiary or the owner or holder of said secured notes elects to advance insurance premium and/or taxes, the receipt of an agent of the insurance company or companies in which said insurance is placed shall, with respect to such insurance premiums, be conclusive evidence as between the parties to this conveyance of the amount and fact of payment thereof; and the receipt of the proper public official, shall with respect to the taxes and assessments, aforesaid, be conclusive as between the parties to this conveyance of the amount and validity of said taxes or assessments and of the fact of the payment thereof.

Sixth. The beneficiary, or any owner or holder of the note secured hereby, may at pleasure, without giving formal notice to the original or any successor trustee, or to the grantor herein, and without regard to the willingness or inability of any such trustee to act, or to execute this trust, appoint another person or succession of persons to act as trustee herein, and such appointee or substitute shall have all the powers in the execution of this trust as are vested in the trustee herein named. If the beneficiary, or the owner or holder of the note secured hereby, be a corporation, such appointment may be made by its president, vice-president, assistant vice-president, secretary or treasurer.

Seventh. In case of foreclosure and sale of the property covered hereby, the beneficiary, or any owner or holder of the notes secured hereby, shall have the same right to purchase at said sale as if a stranger to this instrument.

Eighth. Grantor covenants that the premises and property covered hereby will at all times be used in a good and husbandlike manner, for lawful purposes only, and that waste will not be committed or suffered to be committed thereon.

Ninth. Whenever in this deed of trust the context so requires, the singular number shall include the plural, and the plural the singular; holder of the note or notes shall be deemed to refer to and include the owner of the debt, and the word beneficiary shall at any and all times include and mean the then holder of the note or notes secured hereby.

IN TESTIMONY WHEREOF, witness the signature of the grantor this the 23 day of March 19 76

Ervin K. Brown
Ervin K. Brown
Ruth H. Brown
Ruth H. Brown

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 Ervin K. and Ruth H. Brown

who severally acknowledged that

signed and delivered the above and foregoing deed of trust on the day and year therein mentioned.

Given under my hand and official seal, this the 23 day of March 19 76
My Commission Expires: Jan. 7, 1978
Elaine M. Barber
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock
0 minutes 4. M. 26 day of Mar. 1976, and that the same has
been recorded in Book 197 Page 625 records of REAL ESTATE Trust Deed
of said County.

Witness my hand and seal this the 26 day of Mar. 1976.

Fees \$ 5.00 nd. SEAL *H. H. Tee* CLERK

Lot 9, Churchwood

MISSISSIPPI -ASSIGNMENT OF DEED OF TRUST

FOR VALUE RECEIVED, the undersigned, JAMES E. MCGEHEE & COMPANY, INC., a corporation of Memphis, Shelby County, Tennessee, hereby assigns and transfers and sets over unto GOVERNMENT NATIONAL MORTGAGE ASSOCIATION, all its right, title and interest in and to that certain Deed of Trust made to said JAMES E. MCGEHEE & COMPANY, INC., by DAVID L. MUNSEY & WIFE, LUCILLE A. MUNSEY, dated the 16th day of March, 1976, and recorded under Register No. Book 197 Page 393 in the Register's Office of SeDoto County, Mississippi, together with the note, debt, and claim secured by said Deed of Trust, in the sum of THIRTY SIX THOUSAND, EIGHT HUNDRED AND NO/100 (\$ 36,800.00) and all moneys due or to become due thereunder with the interest thereon.

SIGNED at Memphis, Tennessee, this 23rd day of March, 1976.

JAMES E. MCGEHEE & COMPANY, INC.

BY Harold V. Crase
Vice-President

ATTEST

Marge Jobe

Assistant Secretary
STATE OF TENNESSEE

COUNTY OF SHELBY

BEFORE ME, the undersigned, a Notary Public, within and for the said County and State, at Memphis, duly commissioned and qualified, personally appeared HAROLD V. CRASE and MARGE JOBE, with whom I am personally acquainted, and who upon oath acknowledged themselves to be, respectively the Vice President, and the Assistant Secretary of JAMES E. MCGEHEE & COMPANY, INC., the assignor, a corporation; and that they, as such Vice President and Assistant Secretary, being authorized so to do, executed and delivered the foregoing instrument for the purposes therein contained, by the said HAROLD V. CRASE subscribing thereto to the name of the corporation, by himself as such Vice President, and by the said MARGE JOBE attesting thereto, on the day and year therein mentioned.

WITNESS my hand and Notarial Seal at my office in said Shelby County at Memphis, Tennessee this 23rd day of March, 1976.



Jean Young
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 Mar. 1976, and that the same has been recorded in Book 197 Page 628 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 26 day of Mar. 1976.

Fees \$ 2.50 pd.

SEAL H. P. Ferguson CLERK

MISSISSIPPI

Mortgagor Jere Hollomon
FNMA No. 1-23-001084-3
FHA/VA No. 0004406-4

APPOINTMENT OF SUBSTITUTE TRUSTEE

BY VIRTUE OF THE AUTHORITY contained in that certain Deed of Trust granted by Jere Hollomon and Wife, Carolyn P. Hollomon to Wilson P. Barton, Jr. and Jack O. Tackett Trustee, for the use and benefit of Boyle Mortgage Company, dated October 18th, 1974, recorded in Book 181, Page 7, Office of the Chancery Clerk of DeSoto County, Mississippi, which Deed of Trust and the indebtedness secured thereby, were assigned by said beneficiary to Federal National Mortgage Association, by instrument dated October 25th, 1974, recorded in Book 182, Page 168, aforesaid records, the undersigned Federal National Mortgage Association, as Assignee, hereby appoints G. A. Gafford Substitute Trustee, in the place of and as successors to the original Trustee in the aforesaid Deed of Trust, subject to the same duties, obligations and restrictions and vested with the same title, rights and powers as have heretofore appertained to the said original Trustee.

Should the undersigned become the last and highest bidder at the foreclosure sale, the Substitute Trustee is hereby authorized to transfer and assign said bid and to convey title to said foreclosure property to the Administrator of Veterans Affairs or the Secretary of Housing and Urban Development, or whomsoever the undersigned shall authorize. The statement in the Substitute Trustee's Deed that the undersigned has requested transfer of its bid to grantee (s) in the Substitute Trustee's Deed shall be binding on the undersigned and conclusive evidence in favor of the assignee or other parties thereto, that the Substitute Trustee was duly authorized and empowered to execute same.

IN WITNESS WHEREOF, Federal National Mortgage Association has caused its corporate name to be subscribed hereto by its Assistant Vice President and its corporate seal to be hereunto affixed and attested by its Assistant Secretary at its office in the City of Atlanta, Georgia.

This 4th day of February, 1976

Signed, sealed and delivered in the presence of:

Jeyann Morris
Mary C. Deal

FEDERAL NATIONAL MORTGAGE ASSOCIATION (SEAL)

By: Robert A. Chambers
Robert A. Chambers, Assistant Vice-President

Attest: M. V. Appenzeller
M. V. Appenzeller, Assistant Secretary

STATE OF GEORGIA
COUNTY OF FULTON

Personally appeared before me, the undersigned legal authority in and for the jurisdiction aforesaid, the above signed Robert A. Chambers and M. V. Appenzeller, known to me personally to be, and who severally acknowledged to me that they are, respectively, the Assistant Vice President and Assistant Secretary of Federal National Mortgage Association, a corporation, whereupon the said first named appearer acknowledged to me that acting in said capacity he signed, executed and delivered the foregoing instrument, and the said second named appearer acknowledged to me, that acting in his said capacity, he sealed and attested said instrument, and each of said appearers further acknowledged to me that he so acted as and for the act and deed of Federal National Mortgage Association, and as and for his act and deed as an officer duly authorized by said corporation.

Given under my hand and official seal this 4th day of February, 1976.

Linda W. Harris
Notary Public State of Georgia at Large

My Commission Expires:



STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock 0 minutes A.M. 26 day of Mar. 1976, and that the same has been recorded in Book 197 Page 629 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 26 day of Mar. 1976.

Fees \$ 2.50 pd.

SEAL H. H. Ferguson CLERK

(SALES)

STATE OF MISSISSIPPI
COUNTY OF HINDS } ss.

ASSIGNMENT OF DEED(S) OF TRUST

THIS ASSIGNMENT OF DEED(S) OF TRUST, executed this 4th day of March, 1976, by and between GOVERNMENT NATIONAL MORTGAGE ASSOCIATION, organized under an Act of Congress and existing pursuant to Title III of the National Housing Act, called ASSIGNOR, and Bankers Trust Savings and Loan Association called ASSIGNEE.

FOR VALUE RECEIVED, the within instrument(s) is (are) hereby transferred, assigned, and conveyed to Assignee together with the property described therein and the debt secured thereby, said instrument(s) being recorded in the records of the office of the Chancery Clerk of DeSoto County, Mississippi, and duly identified as follows:

Original Mortgagor	Date of Mortgage (Deed of Trust)	Book No.	Page No.
James L. Patterson & Georgia A.	March 31, 1975	184	447
David H. Rice & Judy D.	April 21, 1975	185	217
Billy E. Cochran & Beverly L.	April 16, 1975	185	87
Ernest B. White, Jr. & Peggy G.	April 28, 1975	185	245
William Dean Byrd & Gaytha M.	May 30, 1975	186	511
Robert L. Knipe & Linda S.	June 11, 1975	186	553
Charles Dale Glenn & Diane L.	June 27, 1975	187	409
Michael W. Williams & Judy H.	July 10, 1975	187	619
Lewis Carroll Case & Deborah D.	August 1, 1975	188	567
Larry S. Fortner, Jr. & Sybil S.	July 31, 1975	188	497
Robert W. Hendricks and Joy S.	August 7, 1975	189	113
Travis Lamar Cohea & Mae Ruth	July 29, 1975	188	489

This Assignment is made without representation, warranty or recourse on Assignor herein.

Witness the execution hereof by the Government National Mortgage Association, through its duly authorized Attorney-in-Fact, whose appointment is published at 37 F.R. 16799 or 24 C.F.R. 300.11.

GOVERNMENT NATIONAL MORTGAGE ASSOCIATION

BY: Grace G. McKay
GRACE G. MCKAY Attorney-in-Fact

STATE OF GEORGIA)
COUNTY OF FULTON) ss.

Personally appeared before me the undersigned authority in and for the jurisdiction aforesaid, GRACE G. MCKAY, who acknowledged that he is Attorney-in-Fact for Government National Mortgage Association and that, for and on behalf of said Corporation and as its act and deed, he signed and delivered the above and foregoing instrument on the day and year therein mentioned, being first duly authorized so to do by said Corporation.

WITNESS my signature and official seal of office this 4th day of March, 1976.

Captha D. Johnson
Notary Public, Georgia at Large
(SEAL) Notary Public, Georgia, State At Large
My Commission Expires Jan. 5, 1978

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock 0 minutes A. M. 26 day of Mar. 1976, and that the same has been recorded in Book 197 Page 630 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 26 day of Mar. 1976.

Fees \$ 2.50 pd.

SEAL H. H. Ferguson CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK

199 PAGE 417

THIS 5 DAY OF May 19 26

H. D. Ferguson
CHANCERY CLERK

DEED OF TRUST

FOR VALUE RECEIVED, the undersigned

NORTHWEST BUILDERS, INC.

hereinafter designated "Grantor," conveys and warrants to C. B. Henley

as Trustee, the following described property, located in

DeSoto County, Mississippi, to-wit:

Lot 622, Section D, Twin Lakes Subdivision, situated in Section 6, Township 2 South, Range 8 West, DeSoto County, Mississippi, according to a map or plat thereof on file and of record in the office of the Chancery Clerk of DeSoto County, Mississippi, in Plat Book 10, Pages 32 and 33.

This is the first lien on the above-described property except

IN TRUST FOR THE FOLLOWING PURPOSES:

I. (A) To secure the prompt payment of the Grantor's promissory note of even date herewith, in favor of the

BAILEY MORTGAGE COMPANY

its successor or assigns, hereinafter designated as the Beneficiary, due and payable to said Beneficiary as follows:

(\$12,159.00) Twelve Thousand One Hundred Fifty-Nine & no/100 Dollars due on or before Six (6) months from date with interest due and payable monthly until all principal and interest are paid in full.

as provided in Promissory Note of even date

bearing interest at the rate 8 percent per annum from date together with attorney's fees as therein provided.

(B) Also to secure any other indebtedness heretofore, now or hereafter contracted with the Beneficiary by the Grantor or Grantors herein, or either of them, whether such other indebtedness be evidenced by note, open account, overdraft, or any other manner whatsoever, including also any indebtedness of any Grantor made individually or as joint maker, surety, endorser, or guarantor.

(C) Also to secure the payment of any sum which may be expended by the Beneficiary or any owner or holder of the indebtedness secured hereby for taxes, insurance, and other items in the protection of this security. Such payments shall be at the option of the Beneficiary or any holder of the afore-described indebtedness and shall bear interest at the rate of eight percent per annum from date and be payable on demand.

(D) Also to secure any renewal, reamortization or extension of all or any part of any of the above-described indebtedness; and further to secure the performance and fulfillment of all the obligations, agreements and covenants of this trust and contract.

II. The Grantor or Grantors covenant, agree, and bind themselves, as follows: (1) To promptly fulfill and comply with all of the terms and conditions expressed and provided for in the note or notes secured hereby; (2) To pay all indebtedness secured hereby promptly when due and payable; (3) To carry, with usual loss payable clause, such as fire, tornado and other insurance on the property covered hereby as may be required by the Beneficiary or any holder of the afore-described indebtedness, and all such insurance policies shall be deposited with the Beneficiary; (4) To pay all taxes upon said property; (5) To keep said property free of all other liens and not to use it for any illegal purpose; (6) To keep the improvements thereon in reasonable repair and not permit waste of said property; and (7) Not to sell or dispose of any of the property covered by this Deed of Trust before all the indebtedness secured hereby is fully paid.

III. All payments made, as well as the proceeds of all property described in this Deed of Trust and all collaterals held by said Beneficiary or the holder of the indebtedness secured by this Deed of Trust, whether such collaterals are placed to secure the indebtedness herein set forth or any other indebtedness to said Beneficiary or the holder of the indebtedness described in this Deed of Trust, as well as the proceeds of same, may be applied by the Beneficiary or the holder of the indebtedness secured by this Deed of Trust as they deem to their best interest and at their election.

IV. Should the Grantor or Grantors pay all indebtedness of every nature secured hereby and keep and perform all covenants herein undertaken, then this Deed of Trust shall be void.

V. If said Grantor or Grantors shall make default in the payment of the note or notes or any installment thereon or any other indebtedness secured hereby when due and payable, or if Grantor or Grantors shall violate or breach any covenant herein contained, or if any Grantor shall have made any untrue statement in reference to the property conveyed herein as security, then, in either event, the entire indebtedness secured hereby shall, at the option of the Beneficiary or the owner or holder of said indebtedness become due and payable for the purpose of suit and/or foreclosure; and the Trustee herein named or his successor or successors shall, at the request of the Beneficiary acting by and through any officer; or of any owner of the indebtedness secured hereby, take possession of said property and sell the same or a sufficiency thereof to pay said indebtedness. Said sale shall be for cash to the highest bidder and as to real property shall be in accordance with Section 888 and amendments thereto of the Mississippi Code of 1942; and as to personal property shall be at such time, place and upon such notice as is required by law for the sheriff's sale of like property made under execution; and in case said land is situated in more than one county, the sale may be made in either county at the Trustee's discretion but shall be advertised in all counties where situated; and in case of personal property, it shall not be necessary that the Trustee actually have such property on hand at the place of sale. Out of the proceeds of the sale, the Trustee shall pay all indebtedness of every kind secured by this Deed of Trust, including a reasonable trustee's fee and the expenses of executing this trust.

VI. The Beneficiary or any holder of the indebtedness secured hereby may, at pleasure, appoint another person or succession of persons to act as Trustee herein, and such appointee or substitute shall have all such powers in the execution of this trust as are vested in the Trustee herein named. Such appointment by the Beneficiary may be made by any officer thereof.

VII. If, at any time, said Trustee, his successor, or successors, shall believe that the property covered by this instrument or any part thereof is endangered as security for the indebtedness secured hereby, he may take possession of such property and sell the same and apply the proceeds all as hereinbefore provided in case of default in payment of said indebtedness or any part thereof, or he may hold the same until the maturity of the indebtedness secured hereby; and in the event he should hold the same or any part thereof, all of the expenses of so doing which may be furnished by the Beneficiary shall bear interest at the rate of eight percent per annum and be secured by this instrument.

VIII. Whenever in this Deed of Trust, the context so requires, the singular number shall include the plural and the plural the singular.

IX. In case of foreclosure and sale of the property herein conveyed, the Beneficiary or any owner or holder of the notes secured hereby shall have the same right to purchase at said sale as if a stranger to this instrument.

Witness the signature of the Grantor this 18th day of March 1976

ATTEST:

Bob Gray
Bob Gray, Vice President

NORTHWEST BUILDERS, INC.
Bobby S. Jones
Bobby S. Jones, President

STATE OF MISSISSIPPI)
COUNTY OF DeSoto)

Personally appeared before me, the undersigned authority in and for said County and State, the within-named Bobby S. Jones and Bob Gray, President and Vice President, respectively, for and on behalf of and by authority of Northwest Builders, Inc.

who acknowledged that they signed and delivered the foregoing trust deed on the day and year therein mentioned.

Given under my hand and official seal this 18th day of March 1976

Bobby M. Braswell Notary Public
My Commission Expires Feb. 19, 1980



STATE OF MISSISSIPPI, DESOTO COUNTY
I, the undersigned authority in and for said County and State, do hereby certify that the within instrument was filed for record at 10 o'clock 20 minutes A. M. 26 day of Mar. 1976, and that the same has been recorded in Book 197 Page 631 records of REAL ESTATE Trust Deed of said County.
Witness my hand and seal this the 26 day of March 1976.

Fees \$ 3.50 pd.

SEAL *H. P. Ferguson* CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK

200 Page 556

THIS 2 DAY OF June 1976

H. S. Ferguson
CHANCERY CLERK

DEED OF TRUST

FOR VALUE RECEIVED, the undersigned

NORTHWEST BUILDERS, INC.

hereinafter designated "Grantor," conveys and warrants to C. B. Henley

as Trustee, the following described property, located in

DeSoto County, Mississippi, to-wit:

Lot 623, Section D, Twin Lakes Subdivision, situated in Section 6, Township 2 South, Range 8 West, DeSoto County, Mississippi, according to a map or plat thereof on file and of record in the office of the Chancery Clerk of DeSoto County, Mississippi, in Plat Book 10, Pages 32 and 33.

This is the first lien on the above-described property except

IN TRUST FOR THE FOLLOWING PURPOSES:

I. (A) To secure the prompt payment of the Grantor's promissory note of even date herewith, in favor of the BAILEY MORTGAGE COMPANY

its successor or assigns, hereinafter designated as the Beneficiary, due and payable to said Beneficiary as follows:

\$11,750.00 Eleven Thousand Seven Hundred Fifty & no/100 Dollar due on or before Six (6) months from date with interest due and payable monthly until all principal and interest are paid in full.

as provided in Promissory Note of even date

bearing interest at the rate of _____ percent per annum from _____ date _____ together with attorney's fees as therein provided.

(B) Also to secure any other indebtedness heretofore, now or hereafter contracted with the Beneficiary by the Grantor or Grantors herein, or either of them, whether such other indebtedness be evidenced by note, open account, overdraft, or any other manner whatsoever, including also any indebtedness of any Grantor made individually or as joint maker, surety, endorser, or guarantor.

(C) Also to secure the payment of any sum which may be expended by the Beneficiary or any owner or holder of the indebtedness secured hereby for taxes, insurance, and other items in the protection of this security. Such payments shall be at the option of the Beneficiary or any holder of the afore-described indebtedness and shall bear interest at the rate of eight percent per annum from date and be payable on demand.

(D) Also to secure any renewal, reamortization or extension of all or any part of any of the above-described indebtedness; and further to secure the performance and fulfillment of all the obligations, agreements and covenants of this trust and contract.

II. The Grantor or Grantors covenant, agree, and bind themselves, as follows: (1) To promptly fulfill and comply with all of the terms and conditions expressed and provided for in the note or notes secured hereby; (2) To pay all indebtedness secured hereby promptly when due and payable; (3) To carry, with usual loss payable clause, such as fire, tornado and other insurance on the property covered hereby as may be required by the Beneficiary or any holder of the afore-described indebtedness, and all such insurance policies shall be deposited with the Beneficiary; (4) To pay all taxes upon said property; (5) To keep said property free of all other liens and not to use it for any illegal purpose; (6) To keep the improvements thereon in reasonable repair and not permit waste of said property; and (7) Not to sell or dispose of any of the property covered by this Deed of Trust before all the indebtedness secured hereby is fully paid.

III. All payments made, as well as the proceeds of all property described in this Deed of Trust and all collaterals held by said Beneficiary or the holder of the indebtedness secured by this Deed of Trust, whether such collaterals are placed to secure the indebtedness herein set forth or any other indebtedness to said Beneficiary or the holder of the indebtedness described in this Deed of Trust, as well as the proceeds of same, may be applied by the Beneficiary or the holder of the indebtedness secured by this Deed of Trust as they deem to their best interest and at their election.

IV. Should the Grantor or Grantors pay all indebtedness of every nature secured hereby and keep and perform all covenants herein undertaken, then this Deed of Trust shall be void.

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 18th day of March, 1976

ATTEST: NORTHWEST BUILDERS, INC.
 By: Bobby S. Jones, President

Bob Gray, Vice President

STATE OF MISSISSIPPI)
 COUNTY OF DeSoto)

Personally appeared before me, the undersigned authority in and for said County and State, the within-named Bobby S. Jones and Bob Gray, President and Vice President, respectively, for and on behalf of and by authority of Northwest Builders, Inc.

who acknowledged that they signed and delivered the foregoing trust deed on the day and year therein mentioned.

Given under my hand and official seal, this 18th day of March, 1976

Lebbie M. Basswell Notary Public
 My Commission Expires Feb. 19, 1980



Original

By _____ of _____
 Page _____ of _____
 and the same is _____
 on the _____ day
 was filed for record
 County, hereby _____
 I, the undersigned
 STATE OF MISSISSIPPI
 COUNTY OF _____
 DEED

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 Mar. 1976, and that the same has been recorded in Book 197 Page 633 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 26 day of March 1976.

Fees \$ 3.50 pd. SEAL H. P. Ferguson CLERK

THIS 2 DAY OF June 19 76

H. D. Ferguson
CHANCERY CLERK

635

DEED OF TRUST

FOR VALUE RECEIVED, the undersigned

NORTHWEST BUILDERS, INC.

hereinafter designated "Grantor," conveys and warrants to C. B. Henley

as Trustee, the following described property, located in

DeSoto County, Mississippi, to-wit:

Lot 625, Section D, Twin Lakes Subdivision, situated in Section 6, Township 2 South, Range 8 West, DeSoto County, Mississippi, according to a map or plat thereof on file and of record in the office of the Chancery Clerk of DeSoto County, Mississippi, in Plat Book 10, Pages 32 and 33.

This is the first lien on the above-described property except

IN TRUST FOR THE FOLLOWING PURPOSES:

I. (A) To secure the prompt payment of the Grantor's promissory note of even date herewith, in favor of the

BAILEY MORTGAGE COMPANY

its successor or assigns, hereinafter designated as the Beneficiary, due and payable to said Beneficiary as follows:

(\$12,159.00) Twelve Thousand One Hundred Fifty-Nine & no/100 Dollar due on or before

Six (6) Months from date with interest due and payable monthly until all principal and interest are paid in full.

as provided in Promissory Note of even date

bearing interest at the rate of 8 percent per annum from date together with attorney's fees as therein provided.

(B) Also to secure any other indebtedness heretofore, now or hereafter contracted with the Beneficiary by the Grantor or Grantors herein, or either of them, whether such other indebtedness be evidenced by note, open account, overdraft, or any other manner whatsoever, including also any indebtedness of any Grantor made individually or as joint maker, surety, endorser, or guarantor.

(C) Also to secure the payment of any sum which may be expended by the Beneficiary or any owner or holder of the indebtedness secured hereby for taxes, insurance, and other items in the protection of this security. Such payments shall be at the option of the Beneficiary or any holder of the afore-described indebtedness and shall bear interest at the rate of eight percent per annum from date and be payable on demand.

(D) Also to secure any renewal, reamortization or extension of all or any part of any of the above-described indebtedness; and further to secure the performance and fulfillment of all the obligations, agreements and covenants of this trust and contract.

II. The Grantor or Grantors covenant, agree, and bind themselves, as follows: (1) To promptly fulfill and comply with all of the terms and conditions expressed and provided for in the note or notes secured hereby; (2) To pay all indebtedness secured hereby promptly when due and payable; (3) To carry, with usual loss payable clause, such as fire, tornado and other insurance on the property covered hereby as may be required by the Beneficiary or any holder of the afore-described indebtedness, and all such insurance policies shall be deposited with the Beneficiary; (4) To pay all taxes upon said property; (5) To keep said property free of all other liens and not to use it for any illegal purpose; (6) To keep the improvements thereon in reasonable repair and not permit waste of said property; and (7) Not to sell or dispose of any of the property covered by this Deed of Trust before all the indebtedness secured hereby is fully paid.

III. All payments made, as well as the proceeds of all property described in this Deed of Trust and all collaterals held by said Beneficiary or the holder of the indebtedness secured by this Deed of Trust, whether such collaterals are placed to secure the indebtedness herein set forth or any other indebtedness to said Beneficiary or the holder of the indebtedness described in this Deed of Trust, as well as the proceeds of same, may be applied by the Beneficiary or the holder of the indebtedness secured by this Deed of Trust as they deem to their best interest and at their election.

IV. Should the Grantor or Grantors pay all indebtedness of every nature secured hereby and keep and perform all covenants herein undertaken, then this Deed of Trust shall be void.

V. If said Grantor or Grantors shall make default in the payment of the note or notes or any installment thereon or any other indebtedness secured hereby when due and payable, or if Grantor or Grantors shall violate or breach any covenant herein contained, or if any Grantor shall have made any untrue statement in reference to the property conveyed herein as security, then, in either event, the entire indebtedness secured hereby shall, at the option of the Beneficiary or the owner or holder of said indebtedness become due and payable for the purpose of suit and/or foreclosure; and the Trustee herein named or his successor or successors shall, at the request of the Beneficiary acting by and through any officer; or of any owner of the indebtedness secured hereby, take possession of said property and sell the same or a sufficiency thereof to pay said indebtedness. Said sale shall be for cash to the highest bidder and as to real property shall be in accordance with Section 888 and amendments thereto of the Mississippi Code of 1942; and as to personal property shall be at such time, place and upon such notice as is required by law for the sheriff's sale of like property made under execution; and in case said land is situated in more than one county, the sale may be made in either county at the Trustee's discretion but shall be advertised in all counties where situated; and in case of personal property, it shall not be necessary that the Trustee actually have such property on hand at the place of sale. Out of the proceeds of the sale, the Trustee shall pay all indebtedness of every kind secured by this Deed of Trust, including a reasonable trustee's fee and the expenses of executing this trust.

VI. The Beneficiary or any holder of the indebtedness secured hereby may, at pleasure, appoint another person or succession of persons to act as Trustee herein, and such appointee or substitute shall have all such powers in the execution of this trust as are vested in the Trustee herein named. Such appointment by the Beneficiary may be made by any officer thereof.

VII. If, at any time, said Trustee, his successor, or successors, shall believe that the property covered by this instrument or any part thereof is endangered as security for the indebtedness secured hereby, he may take possession of such property and sell the same and apply the proceeds all as hereinbefore provided in case of default in payment of said indebtedness or any part thereof, or he may hold the same until the maturity of the indebtedness secured hereby; and in the event he should hold the same or any part thereof, all of the expenses of so doing which may be furnished by the Beneficiary shall bear interest at the rate of eight percent per annum and be secured by this instrument.

VIII. Whenever in this Deed of Trust, the context so requires, the singular number shall include the plural and the plural, the singular.

IX. In case of foreclosure and sale of the property herein conveyed, the Beneficiary or any owner or holder of the notes secured hereby shall have the same right to purchase at said sale as if a stranger to this instrument.

Witness the signature of the Grantor, this 18th day of March, 1976.

ATTEST:

 Bob Gray, Vice President

NORTHWEST BUILDERS, INC.
 By: 
 Bobby S. Jones, President

STATE OF MISSISSIPPI,)
 COUNTY OF DeSoto)

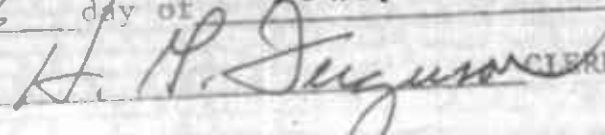
Personally appeared before me, the undersigned authority in and for said County and State, the within-named, Bobby S. Jones and Bob Gray, President and Vice President respectively, for and on behalf of and by authority of Northwest Builders, Inc.

who acknowledged that they signed and delivered the foregoing trust deed on the day and year therein mentioned.

Given under my hand and official seal, this 18th day of March, 1976.

 Notary Public
 My Commission Expires Feb. 19, 1980



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 Mar. 1976, and that the same has been recorded in Book 192 Page 635 records of REAL ESTATE Trust Deed of said County.
 Witness my hand and seal this the 26 day of Mar. 1976.
 Fees \$ 3.50 pd. SEAL  CLERK

CANCELLER BY AUTHORITY RECORDED IN BOOK
1489 DATE 519
THIS 15 DAY OF April 2002
W. E. Davis
By M. Calm, DC CHANCERY CLERK

Assignment of this Instrument Recorded in
Real Estate 712 Book
No. 199 Page 89
the 27 day of April 1976
H. B. Ferguson Clerk

D-77386 gl
STATE OF MISSISSIPPI
FHA FORM NO. 2135 M
Revised February 1973

DEED OF TRUST

PREPARED BY
MORRIS WHITMAN, ATTY
3811
This form is used in connection with deeds of trust insured under the one- to four-family provisions of the National Housing Act.

THIS DEED OF TRUST, made and entered into this 23rd day of March, 1976, by and between

JOSEPH W. SHARP AND WIFE, POLLY ANN SHARP

, hereinafter called the Grantor;

DELTA TITLE COMPANY, hereinafter called the Trustee, and NATIONAL MORTGAGE COMPANY

and existing under the laws of STATE OF TENNESSEE, a corporation organized and post-office address at 4041 KNIGHT ARNOLD ROAD, having its principal office Beneficiary: MEMPHIS, TENNESSEE 38118, hereinafter called the

WITNESSETH, That the Grantor, in consideration of the debt and trust hereinafter mentioned, and the sum of One Dollar (\$1.00) to the Grantor paid by the Trustee, the receipt whereof is hereby acknowledged, does by these presents grant, bargain, sell, convey, and warrant unto the Trustee, the following-described real estate, together with all buildings and improvements thereon (or that may hereafter be erected thereon); and the hereditaments and appurtenances and all other rights thereunto belonging, or in anywise now or hereafter appertaining, and the reversion and reversions, remainder or remainders, rents, issues, and profits thereof, and all rights of homestead, and all plumbing, heating, and lighting fixtures and equipment now or hereafter attached to or used in connection with said premises, situated in the County of DESOTO, State of Mississippi, to wit:

Lot 422, Section B, SOUTHAVEN SUBDIVISION, Revised, in Section 23, Township 1 South, Range 8 West, as shown on plat of record in Plat Book 2, Pages 14 through 16, 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 SURVEY COMPANY, dated March 15, 1976.

TO HAVE AND TO HOLD the same unto the Trustee and unto his successors and assigns, forever.

IN TRUST, HOWEVER, to secure to NATIONAL MORTGAGE COMPANY

and existing under the laws of STATE OF TENNESSEE, a corporation organized of a certain promissory note of even date herewith in the principal sum of TWENTY FOUR THOUSAND FIVE HUNDRED AND NO/100----- Dollars (\$ 24,500.00-----), with interest from date at the rate of EIGHT AND 3/4----- per centum (8 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 MEMPHIS, TENNESSEE

or at such other place as the holder may designate, in writing, in monthly installments of ONE HUNDRED NINETY TWO AND 82/100----- Dollars (\$ 192.82-----), commencing on the first day of MAY, 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 APRIL, 2006.

The Grantor, in order more fully to protect the security of this Deed of Trust, does hereby covenant and agree as follows:

1. That he will pay all and singular the principal and interest and other sums of money payable by virtue of the note secured hereby and of this lien, at the times and in the manner in said note and hereinafter provided. Privilege is reserved to pay the debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due on the note, on the first day of any month prior to maturity; provided, however, that written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment.

2. That, together with and in addition to the monthly payments of principal and interest payable under the terms of the note secured hereby, he will pay to the Beneficiary on the first day of each month until the note is fully paid, the following sums:

(a) An amount sufficient to provide the holder hereof with funds to pay the next mortgage insurance premium if this instrument and the note secured hereby are insured, or a monthly charge (in lieu of a mortgage insurance premium) if they are held by the Secretary of Housing and Urban Development, as follows:

(I) If and so long as said note of even date and this instrument are insured or are reinsured under the provisions of the National Housing Act, an amount sufficient to accumulate in the hands of the holder one (1) month prior to its due date the annual mortgage insurance premium, in order to provide such holder with funds to pay such premium to the Secretary of Housing and Urban Development pursuant to the National Housing Act, as amended, and applicable Regulations thereunder; or

(II) If and so long as said note of even date and this instrument are held by the Secretary of Housing and Urban Development, a monthly charge (in lieu of a mortgage insurance premium) which shall be in an amount equal to one-twelfth (1/12) of one-half (1/2) per centum of the average outstanding balance due on the note computed without taking into account delinquencies or prepayments;

(b) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable to renew the policies of fire and other hazard insurance on the premises covered by this Deed of Trust, plus taxes and assessments next due on these premises (all as estimated by the Beneficiary) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by the Beneficiary in trust to pay said ground rents, premiums, taxes, and special assessments; and

(c) All payments mentioned in the two preceding subsections of this paragraph and all payments to be made under the note secured hereby shall be added together, and the aggregate amount thereof shall be paid by the Grantor each month in a single payment to be applied by the Beneficiary to the following items in the order set forth:

(I) premium charges under the contract of insurance with the Secretary of Housing and Urban Development, or monthly charge (in lieu of mortgage insurance premium), as the case may be;

(II) ground rents, if any, taxes, special assessments, fire and other hazard insurance premiums;

(III) interest on the note secured hereby; and

(IV) amortization of the principal of said note.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Grantor prior to the due date of the next such payment, constitute an event of default under this Deed of Trust. The Beneficiary may collect a "late charge" not to exceed two cents (2c) for each dollar (\$1) of each payment more than fifteen (15) days in arrears to cover the extra expense involved in handling delinquent payments.

3. If the total of the payments made by the Grantor under (b) of paragraph 2 preceding shall exceed the amount of the payments actually made by the Beneficiary for ground rents, taxes, or assessments, or insurance premiums, as the case may be, such excess at the option of the Beneficiary, shall be credited on subsequent payments to be made by the Grantor, or refunded to the Grantor. If, however, the monthly payments made by the Grantor under (b) of paragraph 2 preceding shall not be sufficient to pay ground rents, taxes and assessments, and insurance premiums, as the case may be, when the same shall become due and payable, then the Grantor shall pay to the Beneficiary any amount necessary to make up the deficiency, on or before the date when payment of such ground rents, taxes, assessments, or insurance premiums shall be due. If at any time the Grantor shall tender to the Beneficiary, in accordance with the provisions thereof, the full payment of the entire indebtedness represented thereby, the Beneficiary shall, in computing the amount of such indebtedness, credit to the account of the Grantor all payments made under the provisions of (a) of paragraph 2 hereof which the Beneficiary has not become obligated to pay to the Secretary of housing and Urban Development, and any balance remaining in the funds accumulated under the provisions of (b) of paragraph 2 hereof. If there shall be a default under any of the provisions of this Deed of Trust resulting in a public sale of the premises covered hereby or if the Beneficiary acquires the property otherwise after default, the Beneficiary shall apply, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under (b) of paragraph 2 preceding, as a credit against the amount of principal then remaining unpaid under the note secured hereby, and shall properly adjust any payments which shall have been made under (a) of paragraph 2.

4. That he will pay all and singular the costs, charges, and expenses including a 10% attorney's fee, reasonably incurred or paid at any time by the Beneficiary, because of the failure on the part of the Grantor to perform, comply with, and abide by each and every the stipulations, agreements, conditions, and covenants of the note secured hereby and of this Deed of Trust, or either, and every such payment shall bear interest from date at the rate set forth in the note secured hereby, shall be payable on demand, and shall be fully secured by this Deed of Trust.

5. That he will not commit, permit, or suffer waste, impairment, or deterioration of said property or any part thereof, and in the event of the failure of the Grantor to keep the buildings on said premises and those to be erected on said premises, or improvements thereon, in good repair, the Beneficiary may make such repairs as in its discretion it may deem necessary for the proper preservation thereof, and the sums so paid shall bear interest from date at the rate set forth in the note secured hereby, shall be payable on demand, and shall be fully secured by this Deed of Trust.

6. That he will keep the improvements now existing or hereafter erected on the said premises, insured as may be required from time to time by the Beneficiary against loss by fire and other hazards, casualties, and contingencies, including war damage, in such amounts and for such periods as may be required by the Beneficiary and will pay promptly, when due, any premiums on such insurance provision for payment of which has not been made hereinbefore. All insurance shall be carried in companies approved by the Beneficiary and the policies and renewals thereof shall be held by the Beneficiary and have attached thereto loss payable clauses in favor of and in form acceptable to the Beneficiary. In event of loss the Grantor will give immediate notice by mail to the Beneficiary, who may make proof of loss if not made promptly by the Grantor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Beneficiary instead of to the Grantor and the Beneficiary jointly, and the insurance proceeds, or any part thereof, may be applied by the Beneficiary at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this Deed of Trust or other transfer of title to the said premises in extinguishment of the indebtedness secured hereby, all right, title, and interest of the Grantor in and to any insurance policies then in force shall pass to the purchaser or grantee.

7. That he will pay all taxes, assessments, water rates, and other governmental or municipal charges, fines, or impositions, for which provision has not been made hereinbefore, and shall promptly deliver the official receipts therefor to the Beneficiary; and in default of such payment by the Grantor, the Beneficiary may pay the same, and any amount so paid by the Beneficiary shall then be added to the principal debt named herein and shall be secured hereby.

8. That if the premises, or any part thereof, be condemned under any power of eminent domain, or acquired for a public use, the damages, proceeds, and the consideration for such acquisition, to the extent of the full amount of indebtedness upon this Deed of Trust, and the note secured hereby remaining unpaid, are hereby assigned by the Grantor to the Beneficiary and shall be paid forthwith to the Beneficiary to be applied by it on account of the indebtedness secured hereby, whether due or not.

9. The Grantor further agrees that should this Deed of Trust and the note secured hereby not be eligible for insurance under the National Housing Act within *sixty days* from the date hereof (written statement of any officer of the Department of Housing and Urban Development or authorized agent of the Secretary of Housing and Urban Development dated subsequent to the *sixty days* time from the date of this Deed of Trust, declining to insure said note and this Deed of Trust, being deemed conclusive proof of such ineligibility), the Beneficiary or the holder of the note may, at its option, declare all sums secured hereby immediately due and payable.

If the Grantor shall well and truly keep and perform all the covenants and agreements in this Deed of Trust, and in the note hereby secured, set forth, and well and truly pay off and discharge the said note and other indebtedness secured and intended to be secured hereby, then this conveyance shall be null and void, but otherwise shall remain in full force and effect and at the request of the Beneficiary, the said Trustee, or any successor appointed

in his stead, shall sell the premises covered hereby at public auction for cash to the highest and best bidder, during legal hours, at any front door of the county courthouse of DeSoto County, State of Mississippi, after giving notice, by advertising and posting as required by law, of the time, place, and terms of sale, and out of the proceeds arising from such sale, the said Trustee, or any successor, shall first pay all the costs and expenses of executing this Trust, including a reasonable compensation of said Trustee; next, said Trustee shall pay the balance of the indebtedness hereby secured then remaining unpaid; and lastly, any balance remaining in the hands of said Trustee shall be paid to the Grantor. The Beneficiary, or any subsequent holder of the note, or the duly authorized Attorney-in-Fact of either, is hereby authorized and empowered to appoint and substitute another Trustee in the place of the Trustee named herein, at any time, by writing, duly signed and acknowledged and recorded in the county or counties where the premises covered hereby are situate, and such appointee shall have full power as the Trustee herein, together with all the rights and privileges thereunto belonging. No one exercise of this power of appointment, power of sale, or any other power or right given in this Deed of Trust shall exhaust the right to exercise such power, but all rights and powers herein given may be exercised as often as may be necessary to achieve the perfect security and the collection of the indebtedness secured by this Deed of Trust until said indebtedness is fully paid and discharged. At any sale had by any Trustee hereunder, the Trustee may, from time to time, adjourn said sale to a later date without readvertising the sale by giving notice of the time and place of such continued sale at the time when and where the Trustee shall make such adjournment, and at any sale made to enforce the Trust herein given, the Beneficiary, or any person in interest, may become a purchaser, and upon payment of the purchase price, the Trustee shall execute a deed of conveyance, which conveyance shall vest full and perfect title in such purchaser upon payment of the purchase price.

The Grantor hereby assigns to the Beneficiary any and all rents on the premises covered hereby and authorizes the Beneficiary, by its agent, to take possession of said premises at any time there is any default in the payment of the debt hereby secured or in the performance of any obligation herein contained, and rent the same for the account of the Grantor, and to deduct from such rents all costs of collection and administration and to apply the remainder of the same on the debt hereby secured.

The Grantor further covenants and agrees that in case of a sale, as hereinabove provided, the Grantor or any person in possession under the Grantor, shall then become and be tenants holding over and shall forthwith deliver possession to the purchaser at such sale, or be summarily dispossessed in accordance with the provisions of law applicable to tenants holding over.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, the Grantor(s) ha s hereunto set his hand(s) the day and year herein first written above.

Joseph W. Sharp
Joseph W. Sharp
Polly Ann Sharp
Polly Ann Sharp

STATE OF MISSISSIPPI }
Tennessee } **

COUNTY OF Shelby }

Personally appeared before me M. Valjean, the undersigned Notary public
in and for the said County, the within named JOSEPH W. SHARP and
POLLY ANN SHARP, his wife, who acknowledged that they signed and
delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and seal this 23rd day of March

My Commission Expires June 11, 1976

STATE OF MISSISSIPPI }
Tennessee } **

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 2:20 o'clock P. M., on the 26 day of
March 1976, and was recorded in Vol. 197, Record of Deeds, pages 637, on the
day of March 1976.

Clerk of the Court of Chancery

The holder of the...
This...
The...
The...
The...

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 2 o'clock
20 minutes P. M. 26 day of March 1976, and that the same has
been recorded in Book 197 Page 637 records of REAL ESTATE Trust Deed
of said County.

Witness my hand and seal this the 29 day of March 1976.

Fee \$4.50 pd

H. H. Ferguson

WYFSLA 146
NMC 24855

PREPARED BY:
SIDNEY M. KATZ, ATTY.
4041 KNIGHT ARNOLD RD.
MEMPHIS, TENNESSEE 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 NATIONAL MORTGAGE COMPANY, that certain Deed of Trust executed by Chris H. Darnell and wife, Michell A. Darnell to Delta Title Company, Trustee, for the benefit of National Mortgage Company, a Tennessee Corporation, dated August 6th, 1973, securing a note in the sum of \$16,500.00, recorded in Book 164, Page 108, 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 \$16,500.00, plus interest at the rate of 8% per annum, the first monthly installment was due the 1st day of September, 1973.

IN WITNESS WHEREOF the undersigned has executed this assignment through its Vice-President and Secretary and has caused its corporate seal to be thereunto affixed on this the 15th day of March, 1976.

WYNNE FEDERAL SAVINGS AND LOAN ASSOCIATION

Frances S. Ellis
Vice-President



ATTEST:

Patricia Y. Baker
Secretary
STATE OF ARKANSAS

COUNTY OF

Before me the undersigned, a Notary Public in and for the aforesaid County and State, personally appeared the within named Frances S. Ellis and Patricia Y. Baker, who acknowledged that they as Vice-President and Secretary respectively of and for and on behalf and by authority of Wynne Federal Savings and Loan Association, a corporation organized and existing under the laws of the State of Arkansas, signed the above foregoing instrument and affixed the corporate seal of said corporation herewith and delivered said instrument on the day and year therein mentioned.

GIVEN UNDER MY HAND and seal of office, this the 15th day of March, 1976.

July Shon
Notary Public

My Commission expires: 2/2/78

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 2 o'clock 20 minutes P. M. 26 day of March 1976, and that the same has been recorded in Book 197 Page 640 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 29 day of March 1976.

Fees \$ 2.50 pd.

SEAL H. P. Ferguson CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK

284 PAGE 477

THIS 16 DAY OF June 19 82

W. D. Ferguson
CHANCERY CLERK

FOR REAL ESTATE, CHATTEL OR BOTH

Mickey Lee Grayson,
et ux

To { DEED OF TRUST

Edward C. Collins,
et ux

THIS INDENTURE, Made this 27th day of March 19 76
between Mickey Lee Grayson and wife, Debbie Joy Grayson,

and Edward C. Collins and wife, Carolyn L. Collins of the first part,
of the second part,

WITNESSETH, That whereas, said part ies of the first part, being indebted to the said part ies
of the second part in the sum of Three Thousand Two Hundred Dollars (\$3,200.00)

evidenced by one promissory note of even date, due and payable as follows:
\$200.00 to be paid upon execution of this Deed of Trust and note, with the
balance payable in Sixty (60) equal installments of \$50.00 each, with
the first monthly payment due and payable on or before April 15, 1976 and
monthly thereafter on same date until said indebtedness is paid in full.

Therefore, in consideration of the premises, and of the sum of One Dollar to the part ies of the first part
paid by Mills E. Barbee Trustee, the part ies of the first part ha. VE this day granted,
bargained, and sold to the said Trustee the following described property, located in the County of DeSoto, and state of Mississippi, viz: All of the agricultural
produce of every kind that may be raised on the land or lands or premises or any part thereof, during the year 1976 and the land that
may cultivate, or may be cultivated, or land or lands or premises or any part thereof, during the year 1976 and the land that

Lot No. 427 in Section "A" of Delta View Addition of Lake
O' the Hills Subdivision, as shown on plat appearing of
record in Plat Book 4, pages 23-24 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 19, Township 3, Range 9 West,
this being the same lot conveyed by Harold V. Fitzgerald and wife,
Tera L. Fitzgerald, to Edward C. Collins and wife, Carolyn L.
Collins, as recorded in Deed Book 103, page 269 in the office
of the Chancery Clerk of DeSoto County, Mississippi.

A failure to pay the monthly 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 the note.

Should the Trustee at any time believe said property, or any part thereof, endangered as a security for said debt, he may then forthwith take pos-
session of said property and sell the same as herein before directed. Should the part ies of the first part promptly pay the above stated indebtedness
on or before the ~~xxx~~ due date thereof, ~~ixx~~ then this instrument to be void, but in default thereof the said Trustee
shall take possession of said property, and after giving notice of the time, place and terms of sale, by advertisement according to law in DeSoto County, shall
sell the same at public auction, to the highest bidder for cash, at such time and place as he shall designate in said advertisement. The proceeds of said sale
shall be applied to the payment of said indebtedness and all costs incurred herein; and if there be a surplus, such surplus shall be refunded to the part ies
of the first part. In case of failure or inability on the part of said Trustee to execute the trust herein provided, the part ies of the second part,
their assigns or legal representatives, can at any time appoint a Trustee to act in his stead.

Witness OUR signature S the date written above.
Mickey Lee Grayson
Debbie Joy Grayson

STATE OF MISSISSIPPI, DeSOTO COUNTY.
Personally appeared before me the undersigned authority of said County, the within named
Mickey Lee Grayson and wife, Debbie Joy Grayson
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 27th day of March 19 76
My commission expires: (SEAL) 50 days M. Barbee
My Commission Expires Jan. 7, 1978 By Notary Public

STATE OF MISSISSIPPI, DeSOTO COUNTY.
Before me, _____ of said County, this day personally appeared the above named
deponent and saith 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, sign and deliver the same to the said Trustee; that he, this deponent, subscribed his name as a witness
thereto in the presence of the said _____ and that he saw the other subscribing witness

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 8 o'clock
50 minutes A.M. 28 day of March 1976, and that the same has
been recorded in Book 197 Page 641 records of REAL ESTATE Trust Deed
of said County.

Witness my hand and seal this the 27 day of March 1976.
Fees \$ 2.50 pd. SEAL H. P. Ferguson CLERK

Paid, Satisfied and Cancelled
This 22 day of Oct 19 74

The Hernando Bank
Hernando, Miss.

Attest
H. H. Ferguson
Chancery Clerk

FOR REAL ESTATE, CHATTEL OR BOTH

Ida M. Owens, of
Memphis, Tennessee
To { DEED OF TRUST
The Hernando Bank,
Hernando, Mississippi

THIS INDENTURE, Made this 29th day of March 19 76
between Ida M. Owens, a citizen and resident of Memphis,
Tennessee, Party

and The Hernando Bank, Hernando, Miss., Party of the second part,

WITNESSETH, That whereas, said part y of the first part, being indebted to the said part y of the second part in the sum of Eleven Hundred Eighty Six and 32/100 Dollars (\$1,186.32) evidenced by her one installment note of even date herewith for said amount and due and payable in 24 monthly installments of principal and interest in the amount of \$49.43 each, with the first of said installments due on or before May 5, 1976, and one of said installments due on or before the 5th day of each succeeding month thereafter until said indebtedness is paid in full, and bearing interest from maturity at the rate of 10% per annum,

and the said 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 F. C. Holmes, Jr. 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 lands situated in DeSoto County, Mississippi, described as follows, to-wit:
Five (5) acres, situated in the Northwest Quarter of Section Fifteen (15), Township Four (4), Range Eight (8) West, and more particularly described as follows, to-wit:

Commencing at the Northwest corner of said Section 15; thence South 88 degrees 26 minutes 10 Seconds East 330 feet along the North line of said Section to a point, FOR THE POINT OF BEGINNING; thence South 88 degrees 26 minutes 10 seconds East 330 feet along the North line of said Section to a point; thence South 00 degrees 31 minutes 20 seconds West 660 feet to a point, and an iron pin; thence North 88 degrees 26 minutes 10 seconds West 330 feet to an iron pin; thence North 00 degrees 31 minutes 20 seconds West 660 feet to the point of beginning, and with said lands being shown as Tract 2 and Tract 3 on Subdivision Plat of First Party prepared by Ronald R. Williams, C. E., dated May 13, 1974, and with said lands also being the East Half of the 10 acre tract received by First Party by Warranty Deed of Division from Clarence Columbus Maples, Jr. et al., said deed being dated May 25, 1973, and of record in Book 104, Page 494 of the Deed Records of DeSoto County, Mississippi.

First Party warrants that title to said lands is good, and free and unencumbered in her, and that this is a first lien against said lands.

The aforementioned note provides, and First Party hereby understands and agrees, that the failure to pay any one of the aforementioned monthly installments when due, shall operate at the option of the owner or holder of said note, to mature the entire indebtedness and the same may be declared at once due and payable.

Should the Trustee at any time believe said property, or any part thereof, endangered as a security for said debt, he may then forthwith take possession of said property and sell the same as herein below directed. Should the part y of the first part promptly pay the above stated indebtedness all in the manner hereinbefore provided, then this instrument to be void, but in default thereof the said Trustee shall take possession of said property, and after giving notice of the time, place and terms of sale, by advertisement according to law in DeSoto County, shall sell the same at public auction, to the highest bidder for cash, at such time and place as he shall designate in said advertisement. The proceeds of said sale shall be applied to the payment of said indebtedness and all costs incurred hereon, and if there be a surplus, such surplus shall be refunded to the part y of the first part. In case of failure or inability on the part of said Trustee to execute the trust herein confided, the part y of the second part, its assigns or legal representatives, can at any time appoint a Trustee to act in his stead.

Witness my signature the date written above. Ida M. Owens

STATE OF MISSISSIPPI, DE-SOTO COUNTY.
Personally appeared before me the undersigned authority of said County, the within named Ida M. Owens

who acknowledged that she signed and delivered the foregoing Deed of Trust on the day and year therein mentioned.

Given under my hand and official seal, this 29th day of March 19 76
My Commission Expires: (SEAL) Elias M. Brubaker Notary Public

STATE OF MISSISSIPPI, DE-SOTO 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 11 o'clock 05 minutes A.M. 29 day of March 1976, and that the same has been recorded in Book 197 Page 642 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 29 day of March 1976.

Fees \$ 2.50 pd. SEAL H. H. Ferguson CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK
203 PAGE 716
THIS 8 DAY OF Sept 1976
H. D. Ferguson
CHANCERY CLERK

Mississippi Bankers Association
UCC Form No. 4
September, 1967

Printed & For Sale By
HEDERMAN BROTHERS
P. O. Box 491
Jackson, Mississippi

FORM No. 4
DEED OF TRUST AND SECURITY AGREEMENT
Land — Farm Products — Farm Equipment

THIS agreement, this day made and entered into between Jimmy L. Benton and wife Brenda J. Benton

a (an) Individuals
(Corporation—Partnership—Individual)

of the first part, hereinafter designated as the Debtor, whose address is Rt. 2 Box 76 D
(Street)
Walls, DeSoto, Mississippi 38680
(City) (County) (State)

said address being Debtor's Residence
(Place of Business—Residence)

H. R. Garner Trustee, of the second part,
hereinafter designated as Trustee; and

Bank of Walls-Br. of Tunica Co. 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 Thirty-two thousand and 00/100
Dollars (\$ 32,000.00) evidenced by a promissory note of even date here-
with in favor of Bank, bearing interest at the rate of 10 per centum per annum after date
providing for the payment of reasonable attorney's fees in case of default and being due and payable as
follows, to-wit:

The funds dispursed on a draw basis is to apply to the construction of a
single family dwelling on the below described property.

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 _____
State of Mississippi, to-wit:

Lot 5 of Wallace Subdivision located in Section 35, Township 1, Range 9
DeSoto County, Mississippi. For a more precise description may be found in
Chancery Court Clerk Office, Courthouse, DeSoto County, Mississippi,
in Plat Book 6 page 23 (Wallace to Benton) and in Plat Book 14 page 45
(David E. Stephen to Benton)

The above described property is held for the purpose of securing
a construction loan with commitment by North Miss Savings and Loan.

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 \$ 32,000.00 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 24 day of March, 1976
Bank of Walls-Br. of Tunica Co., Bank
By J. McArthur Jimmy L. Benton
Brenda J. Benton

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 Jimmy L. Benton & Brenda J. Benton 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 24th day of March, 1976
Mrs. W. A. Russell
NOTARY PUBLIC
My Commission Expires: My Commission Expires Nov. 3, 1978

STATE OF MISSISSIPPI
COUNTY OF _____
Personally appeared before me, the undersigned Notary Public in and for the jurisdiction aforesaid, _____
(President—Vice-President—Secretary—Treasurer)

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock 30 minutes A.M. 29 day of March, 1976, and that the same has been recorded in Book 197 Page 643 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 29 day of March, 1976.
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 BANK OF WALLS
of Walls, Mississippi, the beneficiary, does hereby certify that a certain trust deed
bearing date the 31st day of January 19 72, made and executed by JIMMY VAUGHN
MIDDLETON and wife, BRENDA K. MIDDLETON, 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. 138 on page 191
of the Record of Trust Deeds, on the 3rd day of February, 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 WALLS
Walls, Mississippi

By: [Signature]
O'Dell A. Sanders, PRESIDENT

STATE OF MISSISSIPPI, } ss.
DeSoto County.

Personally came and appeared before me, the undersigned authority, a Notary Public
O'DELL A. SANDERS, the President of
in and for County and State aforesaid, BANK OF WALLS, who acknowledged that he signed and
Walls, Mississippi,
delivered the above and foregoing instrument on the day and date for the purpose therein mentioned, as the act and deed
of said bank, he being authorized so to do.
Given under my hand and seal of office this 26th day of March, A. D. 19 76.



[Signature]
NOTARY PUBLIC

My Commission Expires: My Commission Expires Nov. 4, 1978

LAWRENCE-GARDNER-002 27344

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 9 o'clock
50 minutes A M. 29 day of March 1976, and that the same has
been recorded in Book 197 Page 646 records of REAL ESTATE Trust Deed
of said County.

Witness my hand and seal this the 29 day of March 1976.

Fees \$ 2.50 pd.

SEAL [Signature] CLERK

CANCELLED BY AUTHORITY RECORDED IN BOOK
223 PAGE 665
THIS 13 DAY OF April 1978
H. G. Ferguson

Mississippi Bankers Association
Form No. 1
(Revised Dec. 1956)
LAND

DEED OF TRUST LAND

THIS INDENTURE, this day made and entered into between
Gene Holloway and wife, Marilyn Holloway
of the first part, hereinafter designated as the Grantor,

James W. Amos Trustee, of the second part, hereinafter designated as Trustee, and

Bank of Mississippi of the third part, hereinafter designated as the Beneficiary.

WITNESSETH: That whereas the Grantor is justly indebted to the beneficiary in the full sum of
Twenty Five Thousand Five Hundred Fifty Five and 00/100 ^{G.H.} DOLLARS
(\$ 25,555.00) evidenced by one promissory note of even date herewith in favor of
the beneficiary, bearing interest at the rate of 10 per centum per annum after
date , providing for the payment of attorney's fees in case of default and being due
and payable as follows, to-wit:

Due and payable in full March 25, 1977 ^{G.H.}

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:

10 Acres in the northwest quarter of Section 5, Township 3, Range 6 described as Beginning at an iron pin on the south right-of-way line of Mississippi Highway 304 and on the half section line of said Section 5, said pin being 40 feet south of center line of the said highway 304; thence south 0 degrees 52 minutes east along the half section line a distance of 1,237.0 feet to a point; thence west a distance of 352.14 feet to a point; thence north 0 degrees 52 minutes west a distance of 1,237.0 feet to a point on the south right-of-way line of said State Highway 304; thence east along the right-of-way line a distance of 352.14 feet to the point of beginning and containing 10 acres more or less.

Together with all the hereditaments and appurtenances thereunto appertaining, as far as they may now or hereafter, during the term of this deed of trust, belong to or be used in connection with the occupancy of any building on the said land, or that may be hereafter erected thereon, all heating and ventilating apparatus, gas, electric light and other fixtures, whether attached to said premises or detached therefrom.

This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the beneficiary herein, or any owner or holder of the note or notes secured hereby, in the payment of premiums for insurance, or in the payment of taxes on the said property, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest due thereon at the rate herein specified, then in that event this conveyance shall be null and void, otherwise to remain in full force and effect. But if default is made in the payment of the note or notes secured hereby, or of any installment thereon, or of any installment of interest as provided herein, or in the payment when due and demandable of any other item of indebtedness secured hereby, or the interest thereon, or if default is made in any other covenant herein contained, then and in that event the entire principal sum secured hereby with all interest and charges accrued thereon, and all amounts secured hereby, shall, at the option of the beneficiary, or the owner or holder of said note or notes, be and become at once due and payable, and the trustee herein named, or his successor or successors, shall, at the request of the beneficiary, or at the request of any owner or holder of the note or notes secured hereby, sell said property and land, or a sufficiency thereof to satisfy the indebtedness aforesaid then unpaid. Such sale shall be made by giving notice of the time, place and terms of sale as required by Section 338 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 29th day of March 1976

Gene B. Holloway
Gene Holloway
Marilyn B. Holloway
Marilyn B. Holloway

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

Gene Holloway and Marilyn B. Holloway 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 29th day of March 1976
My Commission Expires: Nov. 29, 1979
Dudley C. Perry
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. 29 day of March 1976, and that the same has
been recorded in Book 197 Page 647 records of REAL ESTATE Trust Deed
of said County.
Witness my hand and seal this the 29 day of March 1976.
Fee \$5.00 pd
H. G. Ferguson

PARTIAL RELEASE

Know all men by these presents that for and in consideration of the part payment of the indebtedness described in and secured by that certain Deed of Trust dated May 28, 1975, executed by Shelton-Roberson Builders, Inc. to Max B. Ostner, Jr., as Trustee(s), James E. McGehee & Co., Inc. as Beneficiary, which Deed of Trust is recorded in Book 186, Page 211, in the office of the Chancery Clerk of DeSoto County, Mississippi, the undersigned James E. McGehee & Co., Inc., as Beneficiary named in said Deed of Trust, have bargained and sold and by these presents do bargain, sell, convey, remise, release and quitclaim unto the said Shelton-Roberson Builders, Inc., the following described property located in DeSoto County, Mississippi, to-wit:

Lot 9, Section A, Revised, Churchwood Estates Subdivision in Section 2, Township 2 South, Range 8 West, as per plat thereof recorded in Plat Book 12, Pages 45 and 46, in the office of the Chancery Clerk of DeSoto County, Mississippi.

To have and to hold the aforesaid real property unto the said Shelton-Roberson Builders, Inc. and to its successors, heirs and assigns in fee simple forever, free and discharged from the lien of said Deed of Trust and the indebtedness secured thereby.

But this is a partial release and as to all other property described in and conveyed by said Deed of Trust not heretofore nor hereby released, the lien of same shall continue in full force and effect.

WITNESS our signatures this the 22nd day of March, 19 76.

ATTEST: Marge Jobe Assistant Secretary
JAMES E. MCGEHEE & COMPANY, INC.
By: Harold V. Crase Vice-President

STATE OF ~~MISSISSIPPI~~ -- TENNESSEE
COUNTY OF ~~DESOTO~~ SHELBY

Personally appeared before me, the undersigned authority of law in and for the jurisdiction aforesaid, the within named HAROLD V. CRASE and MARGE JOBE who acknowledged that as Vice-President and Assistant Secretary respectively, for and on behalf of and by authority of JAMES E. MCGEHEE & CO., INC., they signed the above and foregoing instrument and affixed the corporate seal of said corporation thereto and delivered said instrument on the day and year therein mentioned.

GIVEN UNDER MY HAND and seal of office this the 22nd day of March, 1976.



James H. Ferguson
NOTARY PUBLIC

My Commission Expires:

June 5, 1978

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock 30 minutes A. M. 29 day of March 1976, and that the same has been recorded in Book 197 Page 650 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 29 day of March 1976.

Fees \$ 2.50 pd.

SEAL H. H. Ferguson CLERK

DP 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 4th day of September 1974, made and executed by James and
Emma Jean White 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. 179 on page 260
of the Record of Trust Deeds, on the 5th day of September, A. D. 1974, is now fully paid
and satisfied; and I do hereby authorize the Clerk of the Chancery Court of said DeSoto
County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of
said County also as provided by law. This the 26th day of March, 1976.

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 26th day of March, A. D. 1976

My Commission Expires Jan. 7, 1978

[Signature]
Elois M. Barbee

LAURENCE-BELLEVILLE 27844

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock
30 minutes A. M. 29 day of March 1976, and that the same has
been recorded in Book 197 Page 651 records of REAL ESTATE Trust Deed
of said County.

Witness my hand and seal this the 29 day of March 1976.
Fees \$ 2.50 pd. SEAL [Signature] CLERK

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST

Class C

O/P
B.R.

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 30 day of Nov. 19 71 made and executed by James and
Emma Jean White 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. 135 on page 548
of the Record of Trust Deeds, on the 1st day of December, A. D. 19 71, is now fully paid
and satisfied; and I do hereby authorize the Clerk of the Chancery Court of said DeSoto
County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of
said County also as provided by law. This the 26th day of March, 19 76.

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 26th day of March, A. D. 19 76.

My Commission Expires Jan. 7, 1978

[Signature]

LAWRENCE-GATSKINWOOD 82844

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock
30 minutes A M. 29 day of March 1976, and that the same has
been recorded in Book 197 Page 652 records of REAL ESTATE Trust Deed
of said County.

Witness my hand and seal this the 29 day of March 1976.

Fees \$ 2.50 pd.

SEAL [Signature] CLERK

o/p B.A.

4057 ORDER TO CLERK TO CANCEL DEED OF TRUST

Class C

STATE OF MISSISSIPPI, }
DeSoto County. } ss.

KNOW ALL MEN BY THESE PRESENTS: That The Hernando Bank
of Hernando, Mississippi the beneficiary, does hereby certify that a certain trust deed
bearing date the 30th day of November 19 73, made and executed by James and
Emma Jean White 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. 169 on page 33
of the Record of Trust Deeds, on the 4th day of December, A. D. 19 73, is now fully paid
and satisfied; and I do hereby authorize the Clerk of the Chancery Court of said DeSoto
County to enter satisfaction and certificate of payment in full upon this said instrument and that this order be recorded in the records of
said County also as provided by law. This the 26th day of March, 19 76.

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 26th day of March, A. D. 19 76



[Signature]
Elois M. Barbee

LAWRENCE-GREENWOOD 87241

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock
30 minutes A. M. 29 day of March 1976, and that the same has
been recorded in Book 197 Page 653 records of REAL ESTATE Trust Deed
of said County.
Witness my hand and seal this the 29 day of March 1976.

Fees \$ 2.50 pd.

SEAL *[Signature]* CLERK

This instrument prepared by: Donna Whitlock

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 Henry A Ashby Jr.

as Trustee, for the purpose of securing the payment and indebtedness evidenced by notes fully described in such trust deed; and

WHEREAS, All of the notes described in and secured by said trust deed have been paid in full, and there is nothing due or owing on said indebtedness nor under the terms and provisions of said trust deed; and

WHEREAS, Said trust deed are briefly described as follows, to-wit:

GRANTOR	Date of Instrument	Recorded	Description of Property
<u>William Frank Whitehurst ET UX Euphaquay Whitehurst</u>	<u>7/3/75</u>	Book <u>187</u> Page <u>574</u>	

Lot 989, Section "B" Desoto Village Subdivision on Section 34, Township 1 South, Range 8 West as shown by the plat recorded in plat book 8 Pages 12-15 in the office of the Chancery Clerk of Said County, Beginning at a point on the East Line of Birchfield Circle a distance of 89.81 feet Southerly, as measured along the East line of Birchfield Circle from the tangent intersection with the Southerly line of Birchfield Cove, said point of beginning being the most Westerly corner of Lot 988: thence S 52° 35' 40" E Along the line between Lots 988 and 989, a distance of 101.98 feet: thence S 09° 27' 54" E, A Distance of 51.35 Feet: thence S 86° 24' 46" W, a distance of 51.35 feet to the most Easterly Corner of Lot 990; thence N 50° 27' 27" W a long the line between Lots 989 and 990, a distance of 101.88 feet; thence Northeasterly along the East line of Birchfield Circle on a curve to the left, having a radius of 173.00 feet and an arc distance of 65.00 feet to the point of the beginning.

NOW, THEREFORE, in consideration of the premises the undersigned Henry A Ashby Jr. 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, Henry A Ashby Jr., 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 _____ ha _____ hereunto set _____ hand _____ (or caused its corporate name to be signed hereto by and through its proper officers duly authorized so to do) this the _____ day of _____ 19 _____

[Handwritten signature]
Notary Public

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 Henry A Ashby Jr. with whom I am personally acquainted, and who upon oath, acknowledged himself to be the manager ~~President~~ of the Terraplan Inc.

the within named bargainer, a corporation, and that he as such manager ~~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 manager ~~President~~.

WITNESS my hand and seal at office in Southaven Miss this 25th day of March 19 76

My commission expires 7 day of Feb 19 79 Notary Public

* Do not write below this line - FOR REGISTERS USE ONLY *

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 11 o'clock 10 minutes A M. 29 day of March 1976, and that the same has been recorded in Book 197 Page 654 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 29 day of March 1976.

Fees \$ 2.50 pd.

SEAL H. P. Ferguson CLERK

APPOINTMENT OF SUBSTITUTED TRUSTEE

STATE OF ~~MISSISSIPPI~~ MISSISSIPPI
COUNTY OF ~~JACKSON~~ DESOTO

By virtue of the authority vested in me in a certain deed of trust given by CHARLES RAINES and wife, MAXINE RAINES, to WALKEM DEVELOPMENT COMPANY OF MISSISSIPPI, INC., bearing date of February 19, 1974, which said deed of trust is recorded in Real Estate Trust Deed Book 171, Page 595, in the office of the Chancery Clerk of DeSoto County, I hereby appoint and substitute Joel P. Walker as trustee instead of W. E. Wilroy, Jr. named in said Deed of Trust, the said W. E. Wilroy, Jr. not being able and willing to execute said trust.

This the 26 day of March, 1976.

WALKEM DEVELOPMENT COMPANY OF MISSISSIPPI, INC.

BY Thomas E. Smith
Vice President

STATE OF TENNESSEE
COUNTY OF SHELBY

This day personally appeared before me, the undersigned authority in and for said County and State, Thomas E. Smith as Vice President of Walkem Development Company of Mississippi, Inc., who acknowledged that he signed and delivered the above and foregoing instrument for and on behalf of Walkem Development Company of Mississippi, Inc. and affixed thereto the seal of said corporation on the day and year therein mentioned.

Given under my hand and official seal of office this the 26th day of March, 1976.

Opus Weatherly
Notary Public

My Commission Expires:
My Commission Expires January 17, 1979

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 11 o'clock 30 minutes A M. 29 day of March 1976, and that the same has been recorded in Book 197 Page 655 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 29 day of March 1976.

Fees \$ 2.50 pd.

SEAL H. P. Ferguson CLERK

656

Order to Cancel
recorded in
page 384
W.E. *Quinn*
by *SS, P.C.*
Chancery Clerk
TID Book #49

#2

JIMMY D. BRADLEY AND WIFE,
REBECCA B. BRADLEY

To { DEED OF TRUST
ELROY PERRYMAN AND WIFE,
NONA MAE PERRYMAN

THIS INDENTURE, Made this 27th day of March 1976
between Jimmy D. Bradley and wife, Rebecca B. Bradley,
Elroy Perryman and wife, Nona Mae Perryman

of the first part,
and Elroy Perryman and wife, Nona Mae Perryman 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 Seventeen Thousand and 00/100 Dollars

payable in equal notes of One Hundred Forty-Nine and 82/100 Dollars (\$149.82),
payable in One Hundred Sixty-eight payments, the first being due and payable
on or before April 1, 1976, with a like amount on the first day of each month
thereafter, until paid in full, bearing interest at the rate of 6% per annum.

and any further amount that the party of the second part may demand of the first part during the year 1976, not to exceed
and the parties of the first part having agreed to secure the prompt
payment of the same when due; Therefore, in consideration of the premises, and of the sum of One Dollar to the parties of the first part
paid by H. R. Garner 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 now be on hand, and all the crops of every kind to be grown by
family, or any hands working with or under within as landlord or tenant or otherwise during the year 1976 on the land that
may cultivate, or cause to be cultivated, or land to be cultivated, or tenant to be cultivated, or any implements of every kind and

Lot 12, Section "B", Droke Subdivision, as per plat thereof recorded in
plat book 1, page 32, as per plat records in the office of the Chancery
Clerk of DeSoto County, Mississippi, and being located in Section 2,
Township 2 South, Range 8 West, DeSoto County, Mississippi.

Parties of the first part reserve the right to pre-pay all or any part
of said indebtedness on or before the due dates without penalty.

A failure to make any payment 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.

Parties of the first part agree to maintain fire and extended coverage
insurance on all buildings and improvements located on the above de-
scribed property, with loss payable clause in favor of the beneficiary
herein, effective from the date hereof until the entire indebtedness is
paid in full.

Should the Trustee at any time believe said property, or any part thereof, endangered as a security for said debt, he may then forthwith take pos-
session of said property and sell the same as herein below directed. Should the parties 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 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 signature S the date written above.
Witness _____
Jimmy D. Bradley
Rebecca B. Bradley

STATE OF MISSISSIPPI, DeSOTO COUNTY.
Personally appeared before me, the undersigned authority of the jurisdiction aforesaid, the
within named Jimmy D. Bradley and wife, Rebecca B. Bradley,
who acknowledged that they signed and delivered the foregoing Deed of Trust on the day and year therein mentioned.

Given under my hand and official seal, this 27th day of March 1976.
Mary K. Walen
By Mary K. Walen
Notary Public

STATE OF MISSISSIPPI, DeSOTO COUNTY.
Before me _____ of said County, this day personally appeared the above named
deponent and saith 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, sign and deliver the same to the said Trustee; that he, the deponent, is a Notary Public in and for the State of Mississippi.

STATE OF MISSISSIPPI, DeSOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock
no minutes A. M. 29 day of March 1976, and that the same has
been recorded in Book 197 Page 656 records of REAL ESTATE Trust Deed
of said County.

Witness my hand and seal this the 29 day of March 1976.
Fees \$ 2.50 pd. SEAL H. R. Garner CLERK

Assignment of this instrument recorded in
Real Estate T/P Book
No. 299 Page 705
This the 6 day of July 18 83
H. D. Ferguson

N. M. S. & L. LOAN NUMBER HE-571

DEED OF TRUST

This Deed of Trust, made this 29th day of MARCH, 1976, between WAYNE JONES (a/k/a Floyd W. Jones) and wife, LUCY BEASLEY JONES, (a/k/a Lucy E. Jones),

of the County of DeSoto, State of Mississippi, herein called Trustor, and Joe M. Hudspeth, of the County of Lafayette, State of Mississippi, herein called Trustee, and NORTH MISSISSIPPI SAVINGS & LOAN ASSOCIATION, a Mississippi corporation, herein called Beneficiary,

WITNESSETH, Whereas Trustor is justly indebted to Beneficiary in the principal sum of SIXTEEN THOUSAND SIX HUNDRED AND No/100 Dollars (\$ 16,600.00), to evidence and secure the payment of which Trustor has executed and delivered to Beneficiary a promissory note of even date herewith, payable to the order of Beneficiary at such place as the holder thereof may designated in writing, said principal sum being payable as set forth in said note with interest at the rate set forth therein, the balance of said principal sum with interest thereon maturing and being due and payable on the 1st day of April 1981, to which note reference is hereby made.

NOW, THEREFORE, in consideration of the aforesaid indebtedness and the sum of Five Dollars in hand paid, receipt of which is hereby acknowledged, Trustor hereby conveys, sells and warrants unto Trustee the following described real property situated in DeSoto County, Mississippi, described as follows:

Part of the South Half of the East Half of the Southeast Quarter of Section 18, Township 3, Range 8 West, DeSoto County, Mississippi, and more particularly described as follows:

BEGINNING at the Southeast corner of the Larry G. Rowsey, et ux, tract, which point is where the West line of the East Half of said Southeast Quarter intersects the North right of way of Oak Grove Road; thence East 260 feet parallel to the right of way for Oak Grove Road; thence North 255 feet to a stake; thence West 260 feet to the said Larry G. Rowsey East line; thence South along the said Larry G. Rowsey East line 255 feet to the point of beginning.

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 rights, ways, privileges, servitudes, interest, easements, improvements, tenements, hereditaments, appurtenances, and advantages thereunto belonging or pertaining, and all fixtures, equipment and appliances now or subsequently attached to the improvements and forming a part thereof, and all the rents, issues and profits thereof (all said property being herein referred to as "the premises").

Assignment of this instrument recorded in
Real Estate T/P Book
No. 335 Page 240
This the 3 day of April 19 83
H. D. Ferguson
Clerk
DS.

CANCELLED BY AUTHORITY RECORDED IN BOOK
375 PAGE 43
THIS 4 DAY OF Sept 19 86
H. D. Ferguson
CLERK DS.

TO HAVE AND TO HOLD the same, unto Trustee and to his successors and assigns forever.

As further security for payment of the indebtedness and performance of the obligations, covenants and agreements secured hereby, Trustor hereby transfers, sets over and assigns:

(a) To Trustee, all rents, profits, revenues, royalties, bonuses, rights and benefits under any and all oil, gas or mineral leases of the premises or any part thereof, now existing or hereafter made, with the right in Beneficiary to receive and receipt therefor and apply the same to said indebtedness either before or after any default hereunder, and Beneficiary may demand, sue for and recover any such payments but shall not be required so to do.

(b) To Trustee, all other rents, issues and profits of the premises from time to time accruing, whether under leases or tenancies now existing or hereafter created, reserving to Trustor, however, so long as Trustor is not in default hereunder, the right to receive and retain such rents, issues and profits.

It is understood and agreed that any tenant, lessee or other person, his successors and assigns, from whom is due such payment(s) above mentioned in subparagraph (b), is hereby authorized to pay same to Beneficiary upon receipt of its written notice of such default and to continue such payment(s) until notified in writing by Beneficiary to discontinue same.

(c) To Beneficiary, all judgments, awards of damages and settlements hereafter made, resulting from condemnation proceedings or the taking of the premises or any part thereof under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the premises or the improvements thereon or any part thereof, or to any rights appurtenant thereto, including any award for change of grade of streets. Beneficiary is hereby authorized, but shall not be required, on behalf and in the name of Trustor, to execute and deliver valid acquittances for, and to appeal from, any such judgments or awards. Beneficiary may apply all such sums or any part thereof so received, after the payment of all of its expenses, including costs and attorney's fees, on the indebtedness secured hereby in such manner as it elects, or, at its option, the entire amount or any part thereof so received may be released.

IN TRUST, however, to secure to Beneficiary (1) payment of the indebtedness above mentioned; (2) payment of all other moneys secured hereby and (3) the performance of all the covenants, conditions, stipulations and agreements herein contained.

Trustor covenants and agrees as follows:

1. To pay all sums secured hereby when due.
2. To pay, when due, all taxes, liens and assessments of every type or nature levied or assessed against the premises or upon Trustee's or Beneficiary's interest therein, and any claim, lien or encumbrance against the premises which may be or become prior to this deed of trust.
3. If required by Beneficiary, to also make monthly deposits with Beneficiary, in a non-interest bearing account, together with and in addition to interest and principal, of a sum equal to one-twelfth of the yearly taxes and assessments which may be levied against the premises, and (if so required) one-twelfth of the yearly premiums for insurance thereon. The amount of such taxes, assessments and premiums, when unknown, shall be estimated by Beneficiary. Such deposits shall be used by Beneficiary to pay such taxes, assessments and premiums when due. Any insufficiency of such account to pay such charges when due shall be paid by Trustor to Beneficiary on demand. If, by reason of any default by Trustor under any provision of this deed of trust, Beneficiary declares all sums secured hereby to be due and payable, Beneficiary may then apply any funds in said account against the entire indebtedness secured hereby. The enforceability of the covenants relating to taxes, assessments and insurance premiums herein otherwise provided shall not be affected except in so far as those obligations have been met by compliance with this paragraph. Beneficiary may from time to time at its option waive, and after any such waiver reinstates, any or all provisions hereof requiring such deposits, by notice to Trustor in writing. While any such waiver is in effect Trustor shall pay taxes, assessments and insurance premiums as herein elsewhere provided.
4. To pay all taxes which may be assessed upon this deed of trust, or said note, or the indebtedness secured hereby, without regard to any law, heretofore or hereafter enacted, imposing payment of all or any part thereof upon Trustee or Beneficiary. In event of enactment of any law imposing payment of all or any portion of any such taxes upon Trustee or Beneficiary, or the rendering by any court of competent jurisdiction of a decision that the undertaking by Trustor, as herein provided, to pay such tax or taxes is legally inoperative, then, unless Trustor nevertheless pays such taxes, all sums hereby secured, without any deduction, shall at the option of Beneficiary become immediately due and payable, notwithstanding anything contained herein or any law heretofore or hereafter enacted.
5. To keep the premises insured against loss or damage by fire, windstorm and such other hazards as may be required by Beneficiary, in form and amounts satisfactory to, and in insurance companies approved by Beneficiary, the policies for which insurance shall be payable to Beneficiary. Such policies shall be delivered to and held by Beneficiary. Upon foreclosure of this deed of trust or other acquisition of the premises or any part thereof by Beneficiary, said policies shall become the absolute property of Beneficiary.
6. Trustor (i) will not remove or demolish nor alter the design or structural character of any building now or hereafter erected upon the premises unless Beneficiary shall first consent thereto in writing; (ii) will maintain the premises in good condition and repair; (iii) will not commit or suffer waste thereof; (iv) will not cut or remove nor suffer the cutting or removal of any trees or timber on the premises (except for domestic purposes) without Beneficiary's written consent; (v) will comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the premises, and will not suffer or permit any violation thereof.
7. Upon request of Trustor, Beneficiary may, at its sole option, from time to time before full payment of all indebtedness secured hereby, make further advances to Trustor; provided, however, that the total principal secured hereby and remaining unpaid, including any such advances, shall not at any time exceed the original principal sum secured hereby. Trustor shall execute and deliver to Beneficiary a note evidencing each and every such further advance which Beneficiary may make, such note to be payable on or before maturity of the indebtedness secured hereby and to contain such terms as Beneficiary shall require. Trustor shall pay all such further advances with interest, and the same, and each note evidencing the same, shall be secured hereby. All provisions of this deed of trust shall apply to each further advance as well as to all other indebtedness secured hereby. Nothing herein contained, however, shall limit the amount secured by this deed if such amount is increased by advances made by Beneficiary, as herein elsewhere provided for to protect the security. The word "Trustor" as used in this paragraph, includes any successor in ownership of the premises.
8. If Trustor fails to pay any claim, lien or encumbrance which is prior to this deed of trust, or, when due, any tax or assessment or insurance premium, or to keep the premises in repair, or shall commit or permit waste, then Beneficiary at its option, may pay said claim, lien, encumbrance, tax, assessment or premium, with right of subrogation thereunder, may procure such abstracts or other evidence of title as it deems necessary, may make such repairs and take such steps as it deems advisable to prevent or cure such waste, and for any of said purposes Beneficiary may advance such sums of money as it deems necessary.
9. Trustor will pay to Beneficiary, immediately and without demand, all sums of money advanced by Beneficiary pursuant to this deed of trust, together with interest on such advancement as the rate stated in the note, and all such sums and interest thereon shall be secured hereby.
10. 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 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.

11. If default be made in payment of any installment of principal or interest of said note or any part thereof when due, or in payment, when due, of any other sum secured hereby, or in performance of any of Trustor's obligations, covenants or agreements hereunder.

(a) All of the indebtedness secured hereby shall become and be immediately due and payable at the option of Beneficiary, without notice or demand which are hereby expressly waived, and

(b) Trustee, at the request of Beneficiary, shall be entitled to immediate possession of said premises, and of the rents, issues and profits thereof, and may proceed to sell the premises hereinbefore described and conveyed at public auction for cash, to the highest and best bidder during legal hours, at any front door of the County court house of the county in which said premises are situated after having advertised and given notice of said sale, giving the time, place and terms thereof, together with a description of the premises 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 has begun. If the premises conveyed herein should be situated in two or more counties or in two judicial districts of the same county, then 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 the premises shall be made, and his selection shall be binding upon Trustor and Beneficiary and all persons claiming through or under them, whether by contract or by law. Trustee shall have full power to fix the day, time and place of sale, and may sell said premises in parcels or as a whole, as he may deem best, and without taking possession of the same. He is authorized to appoint an agent or auctioneer to make such sale in his absence, which sale shall be as valid as if made by Trustee. Out of the proceeds arising therefrom, Trustee shall first pay all the costs and expenses of executing this trust, including a reasonable compensation to himself; next, Trustee shall pay to Beneficiary the balance of this indebtedness then remaining unpaid, including attorneys' fees; any surplus thereafter shall be turned over to Trustor. At any sale had by any Trustee hereunder, Trustee may, from time to time, adjourn said sale to a later date without readvertising, by giving notice of the time and place of such continued sale at the time when and where Trustee shall make such adjournment. In such sale to enforce the trust, the holder of any note or indebtedness herein secured, or any person in interest, may become the purchaser, and upon payment of the purchase price Trustee shall execute a deed of conveyance, which conveyance shall vest full and perfect title in such purchaser upon payment of the purchase price.

(c) Irrespective of whether Beneficiary accelerates the maturity of all indebtedness secured hereby, Beneficiary, or Trustee, upon Beneficiary's written demand upon Trustee, without notice may enter upon and take possession of the premises or any part thereof, and perform any acts (including the right to rent any part or all of the premises), which Beneficiary deems necessary or proper to conserve the security, and may collect and receive all rents, issues and profits thereof, including those past due as well as those accruing thereafter. Beneficiary shall be entitled also to have a receiver appointed to enter and take possession of the premises, collect the rents and profits therefrom, and apply the same as the court may direct. Beneficiary, Trustee or the receiver may also take possession of, and for these purposes use, any and all personal property contained in the premises and used by Trustor in the rental or leasing thereof or any part thereof. The expense (including but not limited to Trustee's and receiver's fees, counsel fees, costs and agent's compensation) incurred pursuant to the powers herein contained shall be secured hereby. After payment of all costs and expenses incurred, Trustee shall pay to Beneficiary all rents collected by Trustee, and Beneficiary shall apply the same, and (after payment therefrom of all expenses) any rents collected directly by Beneficiary, on the indebtedness secured hereby in such order as Beneficiary determines. The right to enter and take possession of said property, to manage and operate the same, and to collect the rents, issues and profits thereof, whether by a receiver or otherwise shall be in addition to any other right or remedy hereunder or afforded by law, and may be exercised concurrently therewith or independently thereof. Trustee and Beneficiary shall be liable to account only for such rents, issues and profits actually received, respectively, by either of them.

12. If Trustee or Beneficiary shall be made a party to or shall intervene in any action or proceeding affecting the premises or the title thereto or the interest of Trustee or Beneficiary under this deed of trust, or if Beneficiary employs an attorney to collect any or all of the indebtedness secured hereby or to foreclose this deed of trust by judicial proceedings, or authorizes Trustee to conduct Trustee's sale proceedings hereunder, Trustee and Beneficiary shall be reimbursed by Trustor, immediately and without demand, for all reasonable costs, charges and attorney's fees incurred by them or either of them in any such case, and the same shall be secured hereby as a further charge and lien upon the premises.

13. If the indebtedness secured hereby is now or hereafter further secured by chattel mortgages or deeds of trust, pledges, contracts of guaranty, assignments of leases, or other securities, Beneficiary may at its option exhaust any one or more of said securities and the security hereunder, either concurrently or independently, and in such order as it may determine.

14. No delay by Beneficiary or Trustee in exercising any right or remedy hereunder, or otherwise afforded by law, shall operate as a waiver thereof or preclude the exercise thereof during the continuance of any default hereunder.

15. Trustee covenants faithfully to perform the trust herein created.

16. Beneficiary shall have power successively to remove Trustee, or any successor Trustee, and to appoint another Trustee in the place and stead of said Trustee or any successor in trust, and the title herein conveyed to said Trustee shall be vested in said successor, which appointment shall be in writing and shall be duly recorded in the office of the Chancery Clerk in the county in which the above described land is situated, when the deed of said successor Trustee is filed for record in said office. No one exercise of this power of appointment, power of sale or any other power or right given in this trust deed 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 trust deed until said indebtedness is fully paid and discharged.

17. Without affecting the liability of Trustor or any other person (except any person expressly released in writing) for payment of any indebtedness secured hereby or for performance of any obligation contained herein, and without affecting the rights of Beneficiary with respect to any security not expressly released in writing, Beneficiary may, at any time and from time to time, either before or after the maturity of said note, and without notice or consent:

- a. Release any person liable for payment of all or any part of the indebtedness or for performance of any obligation.
- b. Make any agreement extending the time or otherwise altering the terms of payment of all or any part of the indebtedness, or modifying or waiving any obligation, or subordinating, modifying or otherwise dealing with the lien or charge hereof.
- c. Exercise or refrain from exercising or waive any right Beneficiary may have.
- d. Accept additional security of any kind.
- e. Release or otherwise deal with any property, real or personal, securing the indebtedness, including all or any part of the property herein described.

18. Any agreement hereafter made by Trustor and Beneficiary pursuant to this deed of trust shall be superior to the rights of the holder of any intervening lien or encumbrance.

19. When all indebtedness secured hereby has been paid, this deed of trust and all assignments herein contained shall be void, and Beneficiary will execute and deliver to Trustor an instrument sufficient in form and substance to enable Trustor to cause this instrument to be satisfied or discharged of record, and it is agreed that all recording and other expenses incurred in effecting such satisfaction or discharge shall be borne by Trustor.

20. The covenants and agreements herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto. Wherever 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, Trustor has executed this deed of trust the day and year first above written.

Wayne Jones
WAYNE JONES

Lucy Beasley Jones
LUCY BEASLEY JONES

STATE OF MISSISSIPPI
COUNTY OF DESOTO

This day personally appeared before me, the undersigned officer in and for the Jurisdiction aforesaid, the within-named WAYNE JONES and wife, LUCY BEASLEY JONES,

who acknowledged to me that t he y signed and delivered the foregoing instrument of writing of the day and in the year therein mentioned as their own act and deed and for the uses and purposes therein set forth.

Given under my hand and official seal this 29th day of MARCH

Lucy G. Daniels
NOTARY PUBLIC
My commission expires 8-11-76

Return to...

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 3 o'clock 15 minutes P. M. 29 day of March 1976, and that the same has been recorded in Book 197 Page 657 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 30 day of March 1976.

Fees \$ 5.00 pd.

SEAL H. P. Sugum CLERK

5.00

Paid, Satisfied and Cancelled
This 24 day of Jan 19 83
The Hernando Bank
Wm C. Thompson Sec'y.

Attest J. D. Ferguson
Chancery Clerk By: F. E. Davis
D.C.

Mississippi Bankers Association
Form No. 1
(Revised Dec. 1955)
L A N D

DEED OF TRUST LAND

THIS INDENTURE, this day made and entered into between
JAMES L. LUTTRELL and wife, REGINA LUTTRELL,
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
NINETEEN THOUSAND SEVEN HUNDRED EIGHT AND 08/100-----DOLLARS
(\$ 19,708.08) evidenced by one promissory note of even date herewith in favor of
as set forth in said promissory note
the beneficiary, bearing interest at the rate of XX
, providing for the payment of attorney's fees in case of default and being due

and payable as follows, to-wit: in eighty-four (84) monthly installments of
principal and interest in the amount of TWO HUNDRED THIRTY-FOUR AND
62/100 DOLLARS (\$234.62) each, with the first of said monthly install-
ments being due and payable on or before April 25, 1976, and one of
said monthly installments being due and payable on or before the same
day of each consecutive month thereafter, until all of said indebted-
ness 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 or for improvements thereon.

WHEREAS, the said grantor desires to secure the prompt payment at maturity of the aforesaid
indebtedness, as well as any extension of the same, or any part thereof, and any other or further
indebtedness in the way of future advances hereunder, or otherwise, that the grantor, or either of
them, may now or hereafter owe the beneficiary, as hereinafter provided:

NOW, THEREFORE, in consideration of the premises, and the further consideration of Ten 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 Sixteen (16), Township Four (4), Range Eight (8)
West,
State of Mississippi, and more particularly described as follows, to-wit:

Lot 13, Crestview Acres Subdivision, in Section 16, Township 4, Range 8
West, as shown on the recorded plat of said subdivision, in Plat Book 5,
Pages 1, 2, and 3, 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 3368 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 13th day of March, 1976.

James L. Luttrell
JAMES L. LUTTRELL
Regina Luttrell
REGINA LUTTRELL

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 L. LUTTRELL and wife, REGINA LUTTRELL, who severally acknowledged that they

signed and delivered the above and foregoing deed of trust on the day and year therein mentioned.

Given under my hand and official seal this the 13th day of March 1976.

My Commission Expires:



James McLenahan Elder
Notary Public

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 2 o'clock 30 minutes P. M. 29 day of March 1976, and that the same has been recorded in Book 197 Page 661 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 30 day of March 1976.

Fees \$5.00 pd.

SEAL *H. G. Ferguson* CLERK

664

CANCELLED BY AUTHORITY RECORDED IN BOOK
362 PAGE 433
9 DAY OF April 19 76
H. D. Ferguson
CLERK

FOR REAL ESTATE, CHATTEL OR BOTH

Byron F. Ray, Jr. and
wife, Joan M. Ray

To { DEED OF TRUST

Security Bank of
Hernando

THIS INDENTURE, Made this 26th day of March 19 76
between Byron F. Ray, Jr. and wife, Joan M. Ray

of the first part,
and Security Bank of Hernando of the second part,

WITNESSETH, That whereas, said part y of the first part, being indebted to the said part y of the second part in the sum of Twenty-one thousand six hundred and no/100 (\$21,600.00) evidenced by a promissory note of even date, bearing 10% interest from maturity, due and repayable in 120 monthly installments of \$180.00. The first said installment shall be due April 15, 1976 and one installment due each succeeding month thereafter until paid in full.

and any further amount that the party of the second part may furnish the party of the first part during the year 19 76 not to exceed and the part of the first part having agreed to accept the amount payment of the same when due. Therefore, in consideration of the premises, and of the sum of One Dollar to the part y of the first part paid by George S. McIngvale Trustee, the part y of the first part has VER 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 produced on the land or any part thereof, during the year 19 76 to the best that may cultivate or come to be cultivated, or land or tenement and all farming implements of every kind and

Part of the Southeast Quarter of Section 33, Township 3 South, Range 7 West, DeSoto County, Mississippi, more particularly described as follows:

Commencing at an iron pin recognized as the Northwest corner of the Southeast Quarter of Section 33, Township 3, Range 7 West, DeSoto County, Mississippi; thence South 04 degrees 27 minutes 45 seconds East 495.57 feet to an iron pin; thence north 84 degrees 53 minutes 40 seconds East 878.39 feet to an iron pin being the northwest corner and the point of beginning of the described tract; thence continuing north 84 degrees 53 minutes 40 seconds East 878.39 feet to an iron pin thence South 04 degrees 27 minutes 34 seconds East 148.77 feet to an iron pin; thence South 84 degrees 53 minutes 40 seconds West 878.39 feet to an iron pin; thence North 04 degrees 27 minutes 39 seconds West 148.77 feet to the point of beginning containing 3.0 acres, more or less. All bearings being referenced to magnetic North.

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 y of the first part promptly pay the above stated indebtedness on or before the date as above stated then this instrument to be void, but in default thereof the said Trustee shall take possession of said property, and after giving notice of the time, place and terms of sale, by advertisement according to law in DeSoto County, shall sell the same at public auction, to the highest bidder for cash, at such time and place as he shall designate in said advertisement. The proceeds of said sale shall be applied to the payment of said indebtedness and all costs incurred herein, and if there be a surplus, such surplus shall be refunded to the part y of the first part. In case of failure or inability on the part of said Trustee to execute the trust herein conferred, the part y of the second part their assigns or legal representatives, can at any time appoint a Trustee to act in his stead.

Witness OUR signature Byron F. Ray, Jr. the date written above.
Joan M. Ray

STATE OF MISSISSIPPI, DESOTO COUNTY.

Personally appeared before me the undersigned authority of said County, the within named Byron F. Ray, Jr. and wife, Joan M. Ray

who acknowledged that they signed and delivered the foregoing Deed of Trust on the day and year therein mentioned.

Given under my hand and official seal, this 26th day of March 19 76

My commission expires: (SEAL)

By Rebecca Lilly 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 2 o'clock no minutes P. M. 29 day of March 1976, and that the same has been recorded in Book 197 Page 664 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 30 day of March 1976.

Fees \$ 2.50 pd.

SEAL H. D. Ferguson CLERK

SECURITY BANK OF HERNANDO, GRANTOR)
)
TO)
)
JIMMY GLEN FERGUSON, GRANTEE)
)
)

PARTIAL RELEASE

For and in consideration of Ten Dollars (\$10.00) and other good and valuable considerations, Security Bank of Hernando, does hereby release from the lein of that certain Deed of Trust given by Jimmy Glen Ferguson, et ux, to Security Bank of Hernando, being dated September 5, 1974 and recorded in Trust Deed Book 179, page 324 in the office of the Chancery Clerk of DeSoto County, Mississippi the hereinafter described land in DeSoto County, Mississippi described as follows, to-wit:

Lot #132, Section "A", Lake O' The Hills Subdivision in Section 30, Township 3 South, Range 9 West as per plat thereof in Plat Book 2, Pages 29-33 in the office of the Chancery Clerk of said County.

The lein 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 this signature this the 29 day of March, 1976.

SECURITY BANK OF HERNANDO

By [Signature]
T. R. Hurdle, President

STATE OF MISSISSIPPI
COUNTY OF DESOTO

This day personally appeared before me, the undersigned authority in and for said county and state, the within named T. R. Hurdle, President of Security Bank of Hernando, who acknowledged that he signed and delivered the above and foregoing Partial Release on the day and date therein mentioned as his free and voluntary act and deed and for the purposes therein expressed.

Given under my hand and official seal of office this the 29 day of March, 1976.



[Signature]
Notary Public

My Commission Expires: 0
6/6/79

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 2 o'clock 15 minutes P. M. 29 day of March 1976, and that the same has been recorded in Book 197 Page 665 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 30 day of March 1976.

Fees \$ 2.50 pd.

SEAL [Signature] CLERK

This instrument was prepared by:
Lincoln American Life Insurance Co.
60 No. Main Street
Memphis, Tennessee

RELEASE DEED

WHEREAS, by a certain trust deed dated the 20th day of July 19 72, and recorded in Book 145, page 499, in the Register's Office of DeSoto County, Mississippi, William Ellis Phillips and wife, Edna Mary Phillips conveyed to Thomas R. James and W. Harrison Adams 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, LINCOLN AMERICAN LIFE INSURANCE COMPANY, 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 claims and conveys unto the said William Ellis Phillips and wife, Edna Mary Phillips 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, LINCOLN AMERICAN LIFE INSURANCE COMPANY, covenants with the said William Ellis Phillips and wife, Edna Mary Phillips that it is the legal owner and holder of the notes described in and secured by said trust deed, and that it has the lawful right to release and discharge the lien thereof.

IN WITNESS WHEREOF the said LINCOLN AMERICAN LIFE INSURANCE COMPANY has caused its corporate name to be signed hereto by and through its proper officers duly authorized so to do, this the 22nd day of March, 1976

ATTEST: Lincoln American Life Insurance Company
Frances Bradley I. S. Booth, Executive Vice President

STATE OF TENNESSEE
COUNTY OF SHELBY

Before me, the undersigned, a Notary Public, within and for said County and State, duly commissioned and qualified, personally appeared I. S. Booth and Frances Bradley, with whom I am personally acquainted, and who upon their several oaths acknowledged themselves to be, respectively, the Executive Vice President and the Assistant Secretary of LINCOLN AMERICAN LIFE INSURANCE COMPANY, the within named bargainor, a corporation; and that they as such Executive Vice President and Assistant Secretary, being duly authorized so to do, executed the foregoing instrument for the purpose therein contained, by the said I. S. Booth subscribing thereto the name of the corporation by himself as such Executive Vice President and by the said Frances Bradley attesting the same.

WITNESS my hand and Notarial Seal at my office in said Shelby County at Memphis, this 22nd day of March 1976

My commission expires: My Commission Expires Apr. 8, 1978

Margerie J. Clewer
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. 30 day of March 1976, and that the same has been recorded in Book 197 Page 666 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 30 day of March 1976.

Fees \$ 2.50

SEAL H. P. Ferguson CLERK

CANCELLED BY AUTHORITY, RECORDED IN BOOK

544 PAGE 411

THIS 13 DAY OF June 19 91

W. E. Davis Chancery Clerk

Appointment of Successor Trustee of this instrument Recorded in Real Estate

Book No. 210 Page 10

File 4 Day of April 1977 Clerk

VA Form 28-6322 (Home Loan) Revised January 1974. Use Optional Section 1310, Title 28, U.S.C. Acceptable to Federal National Mortgage Association.

MISSISSIPPI

DEED OF TRUST

THIS DEED OF TRUST, made and entered into this 25th day of March, 1976, by and between

SHELTON RAY ODOM and wife, CHLOE S. ODOM

G. L. Oates hereinafter called the Trustee, and

WORTMAN & MANN, INC.

and existing under the laws of the State of Mississippi, having its principal office and post-office address at 444 North State Street, Jackson, Mississippi, hereinafter called the Beneficiary:

WITNESSETH, That the Grantor, in consideration of the debt and trust hereinafter mentioned, and the sum of One Dollar (\$1.00) to the Grantor paid by the Trustee, the receipt whereof is hereby acknowledged, does by these presents grant, bargain, sell, convey, and warrant unto the Trustee, the following-described property, situated in the County of DeSoto, State of Mississippi, to wit:

Lot 481, Section E, Carriage Hills Subdivision, in Section 23, Township 1 South, Range 8 West, as per plat thereof recorded in Plat Book 4, Pages 17 and 18, 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;

re-record Assignment of this Instrument Recorded in Real Estate T10 Book No. 501 Page 432 This the 13 day of Mar. 19 90 W. E. Davis by the rec

Assignment of this Instrument Recorded in

Real Estate T10 Book No. 464 Page 240 This the 8 day of Nov 19 88

W. E. Davis by K. Cole

Assignment of this Instrument Recorded in Real Estate T10 Book No. 362 Page 726 This the 14 day of April 1986 N. O. Jernson P.S.

To HAVE AND TO HOLD the same unto the Trustee and unto his successors and assigns, forever.

IN TRUST, HOWEVER, to secure to the Beneficiary named above, the payment of a certain promissory note of even date herewith in the principal sum of Forty-Two Thousand and no/100----- Dollars (\$42,000.00), with interest from date at the rate of Eight & Three-Fourths per centum (8-3/4%) per annum on the balance remaining from time to time unpaid; principal and interest being payable at the office of Wortman & Mann, Inc., 444 North State Street in Jackson, Mississippi, or at such other place as the holder may designate, in writing delivered or mailed to the Grantor, in monthly installments of Three Hundred Thirty & 54/100 Dollars (\$330.54), commencing on the first day of May, 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 April, 2006. xxx

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.

Shelton Ray Odom
Shelton Ray Odom

Chloe S. Odom
Chloe S. Odom

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 Shelton Ray Odom and Chloe S. Odom, 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 March, 1976.

Bobbie M. Braswell
Notary Public



STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 8 o'clock 20 minutes A M. 30 day of March 1976, and that the same has been recorded in Book 197 Page 662 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 30 day of March 1976.

Fees \$ 5.00 pd.

SEAL *H. P. Ferguson* CLERK

STATE OF
County of
I, Clerk of do hereby was filed
1976, a Record of on the
Fee \$

Assignment of this Instrument Recorded in
Real Estate TID Book
No. 199 Page 28
This the 23 day of April 19 76

VA Form 26-5222 (Home Loan)
Revised January 1974. Use Op-
tional Section 1818, Title 25,
U.S.C. Acceptable to Federal
National Mortgage Association.

PREPARED BY AND RETURN TO:
MARVIN POSNER
ATTORNEY AT LAW
SUITE 1118, 5050 POPLAR AVENUE
MEMPHIS, TENNESSEE 38157

MISSISSIPPI

DEED OF TRUST

THIS DEED OF TRUST, made and entered into this 5th day of March, 19 76,
by and between ERNEST RAY CONN and wife, NORA CONN

, hereinafter called the Grantor; C. B. HENLEY,
hereinafter called the Trustee, and
BAILEY MORTGAGE COMPANY etc

and existing under the laws of State of Mississippi, a corporation organized
post-office address at 161 East Amite 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 103, Section A, HOLLY HILLS SUBDIVISION, situated in Section 30,
Township 1 South, Range 8 West, DeSoto County, Mississippi, according
to a map or plat thereof on file and of record in the office of the
Chancery Clerk of said County, in Plat Book 10, Pages 34 and 35.

ASSIGNED TO MORTGAGEE RECORDED IN BOOK
591 Page 238
July 92
W.E. Davis
J.S. Cleveland

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 of 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 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 (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;

Assignment of this Instrument Recorded in
Real Estate TID Book
No. 264 Page 309
This the 1 day of October 19 80
W.D. Ferguson

Assignment of this Instrument Recorded in
Real Estate TID Book
251 Page 648
This the 8 day of Nov 19 79
W.D. Ferguson

Assignment of this Instrument Recorded in
Real Estate TID Book
No. 205 Page 62
This the 15 day of Oct. 19 76
W.D. Ferguson

To HAVE AND TO HOLD the same unto the Trustee and unto his successors and assigns, forever.

IN TRUST, HOWEVER, to secure to the Beneficiary named above, the payment of a certain promissory note of even date herewith in the principal sum of Thirty-three Thousand Two Hundred Fifty Dollars (\$ 33,250.00), 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, 161 East Amite Street in Jackson, Mississippi 39205 , or at such other place as the holder may designate, in writing delivered or mailed to the Grantor, in monthly installments of Two Hundred Forty-four Dollars (\$ 244.06), commencing on the first day of May , 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 April, 2006 .

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.

105 Vinson Cove
Walls, Mississippi

Ernest Ray Conn
Ernest Ray Conn

Nora Conn
Nora Conn

STATE OF ~~MISSISSIPPI~~ *Tennessee*
COUNTY OF ~~DESBORO~~ *Stelby*

Personally appeared before me *Martin Posner*, the undersigned *Notary Public* and in and for said County, the within named *Ernest Ray Conn* and *Nora Conn*, who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and seal this *5th* day of *March*, 1976.

My Commission Expires Dec 20, 1977

Martin Posner
Notary Public

STATE OF *Virginia*
COUNTY OF *Wise*

Personally appeared before me *Flanita L. Davidson*, the undersigned *Notary Public* in and for said County, the within named *Nora Conn*, who acknowledged that she signed and delivered the foregoing instrument on the day and year therein mentioned.

Given under my hand and seal this *24* day of *March*, 1976.

My commission expires: *12-17-77*

Flanita L. Davidson
Notary Public

MISSISSIPPI	Trust	for	10:30 AM	day of <i>March</i> , 1976	CLERK
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STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at *10* o'clock *30* minutes *A*. M. *30* day of *March* 1976, and that the same has been recorded in Book *197* Page *671* records of *REAL ESTATE Trust Deed* of said County.

Witness my hand and seal this the *30* day of *March* 1976.

Fees \$ *5.50* pd.

SEAL *H. P. Ferguson* CLERK

USDA-FmHA
Form FmHA 427-1 MS
(Rev. 1-7-76)

Position 5

REAL ESTATE DEED OF TRUST FOR MISSISSIPPI

THIS DEED OF TRUST is made and entered into by and between Billy W. Dunaway and wife,
Mattie Gene Dunaway and
_____, his wife
residing in DeSoto County Mississippi, whose post office
address is Route 1, 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," and:

WHEREAS, Borrower is indebted to the Government as evidenced by one or more promissory note(s) or assumption agreement(s), herein called "note," which has been executed by Borrower, is payable to the order of the Government, authorizes acceleration of the entire indebtedness at the option of the Government upon any default by Borrower, and is 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>
4-15-75	\$12,500.00	5.0%	April 15, 1980
3-29-76	11,300.00	9.0%	March 29, 1977

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

Part of the southeast quarter of Section 18, Township 3, Range 8 West, described as beginning at a point in the south line of said Section 367.0 feet west of the southeast corner of the west half of the southeast quarter of said Section, thence south 84 degrees 30' west 160.0 feet to a point, thence North 5 degrees 30' west 272.25 feet to an iron pin; thence north 84 degrees 30' east 160.0 feet to an iron pin; thence south 5 degrees 30' east 272.25 feet to the point of beginning and containing 1.0 acres, more or less, all bearings are magnetic. Being a part of the same land conveyed by Mrs. Lizzie Peace Nail to Mrs. Irene Dunaway by deed recorded in Book 30, Page 539 of the deed records of DeSoto County, Mississippi

Deed of Trust executed by Billy W. Dunaway and wife, Gene Dunaway, to formerly Southaven Savings and Loan Association, now Fidelity Mortgage Company, dated May 12, 1960, and recorded in Book 89, Page 447 of the Real Estate Trust Deed records of DeSoto County, Mississippi.

Deed of Trust executed by Billy W. Dunaway and wife, Mattie Gene Dunaway, to United States of America, acting through the Farmers Home Administration, dated April 15, 1975, and recorded in Book 185, Page 35 of the Real Estate Trust Deed records of DeSoto County, Mississippi.

together with all rights, interests, easements, hereditaments and appurtenances thereto belonging, the rents, issues, and profits thereof and revenues and income therefrom, all improvements and personal property now or later attached thereto or reasonably necessary to the use thereof, including, but not limited to, ranges, refrigerators, clothes washers, clothes dryers, or carpeting purchased or financed in whole or in part with loan funds, all water, water rights, and water stock pertaining thereto, and all payments at any time owing to Borrower by virtue of any sale, lease, transfer, conveyance, or condemnation of any part thereof or interest therein all of which are herein called "the property".

IN TRUST, NEVERTHELESS, (a) at all times when the note is held by the Government, or in the event the Government should assign this instrument without insurance of the payment of the note, to secure prompt payment of the note and any renewals and extensions thereof and any agreements contained therein, including any provision for the payment of an insurance or other charge, (b) at all times when the note is held by an insured holder, to secure performance of Borrower's agreement herein to indemnify and save harmless the Government against loss under its insurance contract by reason of any default by Borrower, and (c) in any event and at all times to secure the prompt payment of all advances and expenditures made by the Government, with interest, as hereinafter described, and the performance of every covenant and agreement of Borrower contained herein or in any supplementary agreement.

BORROWER for himself, his heirs, executors, administrators, successors and assigns COVENANTS AND AGREES as follows:

- (1) To pay promptly when due any indebtedness to the Government hereby secured and to indemnify and save harmless the Government against any loss under its insurance of payment of the note by reason of any default by Borrower. At all times when the note is held by an insured holder, Borrower shall continue to make payments on the note to the Government, as collection agent for the holder.
- (2) To pay to the Government such fees and other charges as may now or hereafter be required by regulations of the Farmers Home Administration.
- (3) If required by the Government, to make additional monthly payments of 1/12 of the estimated annual taxes, assessments, insurance premiums and other charges upon the mortgaged premises.
- (4) Whether or not the note is insured by the Government, the Government may at any time pay any other amounts required herein to be paid by Borrower and not paid by him when due, as well as any costs and expenses for the preservation, protection, or enforcement of this lien, as advances for the account of Borrower. All such advances shall bear interest at the rate borne by the note which has the highest interest rate.
- (5) All advances by the Government as described in this instrument, with interest, shall be immediately due and payable by Borrower to the Government without demand at the place designated in the latest note and shall be secured hereby. No such advance by the Government shall relieve Borrower from breach of his covenant to pay. Any payment made by Borrower may be applied on the note or any indebtedness to the Government secured hereby, in any order the Government determined.
- (6) To use the loan evidenced by the note solely for purposes authorized by the Government.

- (7) To pay when due all taxes, liens, judgments, encumbrances, and assessments lawfully attaching to or assessed against the property, including all charges and assessments in connection with water, water rights, and water stock pertaining to or reasonably necessary to the use of the real property described above, and promptly deliver to the Government without demand receipts evidencing such payments.
- (8) To keep the property insured as required by and under insurance policies approved by, delivered to, and retained by the Government.
- (9) To maintain improvements in good repair and make repairs required by the Government; operate the property in a good and husbandmanlike manner; comply with such farm conservation practices and farm and home management plans as the Government from time to time may prescribe; and not to abandon the property, or cause or permit waste, lessening or impairment of the security covered hereby, or, without the written consent of the Government, cut, remove, or lease any timber, gravel, oil, gas, coal, or other minerals except as may be necessary for ordinary domestic purposes.
- (10) To comply with all laws, ordinances, and regulations affecting the property.
- (11) To pay or reimburse the Government for expenses reasonably necessary or incidental to the protection of the lien priority hereof and to the enforcement of or the compliance with the provisions hereof and of the note and any supplementary agreement (whether before or after default), including but not limited to costs of evidence of title to and survey of the property, costs of recording this and other instruments, attorneys' fees, trustees' fees, court costs, and expenses of advertising, selling, and conveying the property.
- (12) Neither the property nor any portion thereof or interest therein shall be leased, assigned, sold, transferred, or encumbered, voluntarily or otherwise, without the written consent of the Government. The Government shall have the sole and exclusive rights as mortgagee hereunder, including but not limited to the power to grant consents, partial releases, subordinations, satisfaction, and no insured holder shall have any right, title or interest in or to the lien or any benefits hereof.
- (13) At all reasonable times the Government and its agents may inspect the property to ascertain whether the covenants and 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 agrees that 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, sex 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, sex, 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 this 29th day of March, 1976

Billy W. Dunaway
Billy W. Dunaway

Mattie Gene Dunaway
Mattie Gene Dunaway

STATE OF MISSISSIPPI
COUNTY OF DeSoto

ACKNOWLEDGMENT

Personally appeared before me, the undersigned, a _____ in and for said County and State, the within-named Billy W. Dunaway and Mattie Gene Dunaway 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 30th day of March, 1976

H. M. Ferguson
(Signature)

(SEAL)

My Commission Expires:

(Title)

STATE OF MISSISSIPPI, DESOTO COUNTY
I certify that the within instrument was filed for record at 10 o'clock 45 minutes A M. 30 day of March 1976, and that the same has been recorded in Book 197 Page 675 records of REAL ESTATE Trust Deed of said County.

Witness my hand and seal this the 30 day of March 1976.

Fees \$ 5.50 pd.

SEAL H. M. Ferguson CLERK